Dated: 31 January 2011

(1) The Queen’s Printer for Scotland

and

(2) The Stationery Office Limited

Contract relating to Capture, Transformation and Dissemination Services
for Scottish Legislation and Associated Products

Treasury Solicitors Department
1 Kemble Street
London
WC2B 4TS
Tel: 0207 201 3000
# Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Definitions</td>
<td>6</td>
</tr>
<tr>
<td>2. Interpretation</td>
<td>26</td>
</tr>
<tr>
<td>3. Due Diligence</td>
<td>27</td>
</tr>
<tr>
<td>4. Initial Contract Period</td>
<td>27</td>
</tr>
<tr>
<td>5. Contractor’s Status</td>
<td>28</td>
</tr>
<tr>
<td>6. Authority's Obligations</td>
<td>28</td>
</tr>
<tr>
<td>7. Notices</td>
<td>28</td>
</tr>
<tr>
<td>8. Mistakes in Information</td>
<td>29</td>
</tr>
<tr>
<td>9. Conflicts of Interest</td>
<td>30</td>
</tr>
<tr>
<td>10. Service Implementation</td>
<td>30</td>
</tr>
<tr>
<td>11. Approval of Milestones</td>
<td>31</td>
</tr>
<tr>
<td>12. The Services</td>
<td>31</td>
</tr>
<tr>
<td>13. Service Levels and Service Credits</td>
<td>32</td>
</tr>
<tr>
<td>14. Additional Concession Services</td>
<td>34</td>
</tr>
<tr>
<td>15. Service Improvements and Development of Services</td>
<td>35</td>
</tr>
<tr>
<td>16. Contract Governance</td>
<td>37</td>
</tr>
<tr>
<td>17. Contractor’s Staff</td>
<td>37</td>
</tr>
<tr>
<td>18. Property</td>
<td>38</td>
</tr>
<tr>
<td>19. Offers of Employment</td>
<td>39</td>
</tr>
<tr>
<td>20. Staff Transfer</td>
<td>39</td>
</tr>
<tr>
<td>21. Contract Price</td>
<td>40</td>
</tr>
<tr>
<td>22. Payment and VAT</td>
<td>41</td>
</tr>
<tr>
<td>23. Recovery of Sums Due</td>
<td>42</td>
</tr>
<tr>
<td>24. Price adjustment on extension of the Initial Contract Period</td>
<td>43</td>
</tr>
<tr>
<td>25. Euro</td>
<td>44</td>
</tr>
<tr>
<td>26. Prevention of Corruption</td>
<td>44</td>
</tr>
<tr>
<td>27. Prevention of Fraud</td>
<td>45</td>
</tr>
<tr>
<td>28. Discrimination</td>
<td>46</td>
</tr>
<tr>
<td>29. The Contracts (Rights of Third Parties) Act 1999</td>
<td>46</td>
</tr>
<tr>
<td>30. Environmental Requirements</td>
<td>47</td>
</tr>
<tr>
<td>31. Health and Safety</td>
<td>47</td>
</tr>
<tr>
<td>32. Data Protection Act</td>
<td>48</td>
</tr>
<tr>
<td>34. Confidential Information</td>
<td>50</td>
</tr>
<tr>
<td>35. Freedom of Information</td>
<td>53</td>
</tr>
<tr>
<td>36. Publicity, Media and Official Enquiries</td>
<td>54</td>
</tr>
<tr>
<td>37. Security Requirements</td>
<td>55</td>
</tr>
<tr>
<td>38. Business Continuity and Disaster Recovery</td>
<td>55</td>
</tr>
<tr>
<td>39. Crown Copyright</td>
<td>55</td>
</tr>
<tr>
<td>40. Intellectual Property Rights</td>
<td>57</td>
</tr>
<tr>
<td>41. Software and Escrow</td>
<td>61</td>
</tr>
</tbody>
</table>
42. Audit ............................................................................................................................ 61
43. Transfer and Sub-Contracting .................................................................................... 63
44. Waiver .......................................................................................................................... 65
45. Variation and Change Control ................................................................................... 65
46. Severability .................................................................................................................. 66
47. Remedies in the event of inadequate performance ..................................................... 66
48. Remedies Cumulative .................................................................................................. 68
49. Monitoring of Contract Performance .......................................................................... 68
50. Extension of Initial Contract Period ........................................................................... 68
51. Entire Agreement ......................................................................................................... 69
52. Counterparts ............................................................................................................... 70
53. Liability ....................................................................................................................... 70
54. Insurance .................................................................................................................... 72
55. Warranties and Representations ................................................................................ 72
56. Termination on insolvency and change of control ....................................................... 75
57. Termination on Default ............................................................................................... 77
58. Termination for Convenience by the Authority ............................................................. 78
59. Consequences of Expiry or Termination ..................................................................... 79
60. Step-In Rights ............................................................................................................. 80
61. Disruption .................................................................................................................... 84
62. Recovery upon Termination ........................................................................................ 84
63. Exit Management ......................................................................................................... 85
64. Force Majeure .............................................................................................................. 86
65. Governing Law and Jurisdiction .................................................................................. 87
66. Dispute Resolution ....................................................................................................... 88
67. Government Transparency ........................................................................................... 88
SCHEDULES

1. Specifications
2. Implementation
3. Performance Monitoring and Service Levels
4. Service Improvements and Development of Services
5. Governance and Reporting
7. Insurance Requirements
8. Change Control Procedure
9. Charging and Invoicing
10. Business Continuity and Disaster Recovery
11. Exit Management
12. Dispute Resolution
13. Employment (Staff Transfer and Key Personnel)
14. Additional Revenue Streams
15. Commercially Sensitive Information
16. Concession Services User Terms and Conditions
17. Intellectual Property Rights
THIS CONTRACT is made on the 31st day of January 2011

BETWEEN

(1) The Queen’s Printer for Scotland of Admail ADM 4058, Edinburgh, EH1 1NG, (the “Authority”)

AND


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

WHEREAS

(A) On 16 June 2010, the Authority issued an Invitation to Tender (“ITT”) to certain potential suppliers, including the Contractor, in respect of the provision of services in relation to Capture, Transformation and Dissemination services for Legislation and associated products and services as more particularly set out in Schedule 1 (Specifications).

(B) A proportion of the Capture, Transformation and Dissemination services are to be provided by the Contractor on a concession basis as more particularly set out in Schedule 1 (Specifications) and Schedule 9 (Charging and Invoicing).

(C) In response to the ITT, the Contractor submitted a proposal (“Proposal”) dated 23 July 2010.

(D) On the basis of that Proposal, the Authority has selected the Contractor to provide the Services.

(E) Accordingly, the Contractor has agreed to supply the Services and Concession Services in accordance with the terms and conditions of this Contract.
NOW IT IS AGREED AS FOLLOWS:

GENERAL PROVISIONS

1. Definitions

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

<table>
<thead>
<tr>
<th>Provision</th>
<th>Meaning</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Additional Concession Services”</td>
<td>means the Concession Services as set out in Schedule 14 (Additional Revenue Streams), as amended or updated from time to time in accordance with the Change Control Procedure set out in Schedule 8 (Change Control Procedure).</td>
</tr>
<tr>
<td>“Affected Party”</td>
<td>means that Party seeking to claim relief in respect of a Force Majeure event.</td>
</tr>
<tr>
<td>“Approval”</td>
<td>means the written consent of the Authority.</td>
</tr>
<tr>
<td>“Audit”</td>
<td>has the meaning ascribed to it in clause 42.</td>
</tr>
<tr>
<td>“Authority”</td>
<td>means The Queen’s Printer for Scotland.</td>
</tr>
<tr>
<td>“Bandwidth”</td>
<td>means the allocated amount in Gbyte for data downloaded over a prescribed period of time.</td>
</tr>
<tr>
<td>“BCDR Plan”</td>
<td>means any plan prepared pursuant to Schedule 10 (Business Continuity and Disaster Recovery), as amended or updated from time to time.</td>
</tr>
<tr>
<td>“Browser”</td>
<td>means a software programme that enables the visitor to traverse the World Wide Web.</td>
</tr>
<tr>
<td>“Capture”</td>
<td>means the Capture Services as set out in Schedule 1 (Specifications).</td>
</tr>
<tr>
<td><strong>“Change Control Procedure”</strong></td>
<td>means the procedure for changing this Contract, as set out in Schedule 8 (Change Control Procedure).</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>“Change”</strong></td>
<td>means any change to this Contract under the Change Control Procedure.</td>
</tr>
<tr>
<td><strong>“Change Request”</strong></td>
<td>means any request emanating from either the Authority or the Contractor for a Change.</td>
</tr>
<tr>
<td><strong>“Commencement Date”</strong></td>
<td>means the date on which the Contractor begins to provide the Services.</td>
</tr>
</tbody>
</table>
| **“Commercially Sensitive Information”** | means the information: i) listed in Schedule 15 (Commercially Sensitive Information) or ii) 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 by the Contractor to the Authority in confidence for the period set out in that Schedule; and/or  
b) that constitutes a trade secret. |
<p>| <strong>“Concession Charges”</strong>      | means all the fees chargeable by the Contractor in consideration of its provision of the Concession Services. |</p>
<table>
<thead>
<tr>
<th><strong>“Concession Services”</strong></th>
<th>means those Services relating to:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a) the capture and transformation of items of secondary legislation for which the Contractor's fees are chargeable directly to the Sponsor Department;</td>
</tr>
<tr>
<td></td>
<td>b) supply of electronic data and printed copies of the publications for which the Contractor's fees are chargeable directly to customers in accordance with agreed pricing arrangements;</td>
</tr>
<tr>
<td></td>
<td>c) any other activities undertaken by the Contractor in its capacity as the Official Publisher as may be agreed by the Parties pursuant to Schedule 14 (Additional Revenue Streams) for which the Contractor's fees are chargeable directly to the users of those services.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>“Confidential Information”</strong></th>
<th>means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the DPA. Confidential Information will not include information which:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a) was public knowledge at the time of disclosure (otherwise than by breach of clause 34 (Confidential Information));</td>
</tr>
</tbody>
</table>
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”**

means this written agreement between the Authority and the Contractor consisting of these terms and conditions and any attached Schedules.

**“Contract Date”**

means the date on which this Contract was entered into by the Parties.

**“Contracting Authority”**

means any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2006.

**“Contractor”**

means the person, firm or company with whom the Authority enters into this Contract.

**“Contract Price”**

means the price (exclusive of any applicable VAT), payable to the Contractor by the Authority under this Contract, as set out in Schedule 9 (Charging and Invoicing) (as amended or updated pursuant to clause 21 (Contract Price) or clause 24 (Price adjustment on extension of the Initial Contract Period), for the full and proper performance by the Contractor of its obligations under this Contract.
<p>| “Contract Standard” | means those standards which the Contractor shall meet in the performance of any of the Services, as more particularly set out in Schedule 1 (Specifications) and Schedule 3 (Performance Monitoring and Service Levels). |
| “Crown” | means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the Welsh Assembly Government), including, but not limited to, government ministers, government departments, and government bodies and agencies. |
| “Copies” | means the copies of Materials in print form to be collated, bound or covered by the Contractor in complying with Schedule 1 (Specifications) or delivering the Services. |
| “Data” | means any asset, Document (in whatever format and whether in machine or eye-readable form), process or information provided by the Authority or any other Crown body to the Contractor in accordance or pursuant to this Contract. |
| “Database Right” | means the database rights as defined in the Copyright and Rights in Database Regulations 1997 (S.I. 1997/3032). |
| <strong>“Default”</strong> | means any breach of the obligations of a Party under this Contract (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of a Party in connection with or in relation to the subject-matter of this Contract and in respect of which such Party is liable to the other. |
| <strong>“Deliverable”</strong> | means an item, feature or service associated with the provision of the Services or a change in the provision of the Services which is required to be delivered by the Contractor at a Milestone Date or at any other stage during the performance of this Contract. |
| <strong>“Delay”</strong> | means the period of time by which the implementation of the Services is delayed arising from a failure to achieve a Milestone caused by the default of the Contractor. |
| <strong>“Implementation Plan”</strong> | has the meaning ascribed to it in paragraph 8 of Schedule 2 (Implementation). |
| <strong>“Dissemination”</strong> | means the Dissemination Services as set out in Schedule 1 (Specifications). |
| <strong>“DPA”</strong> | means the Data Protection Act 1998 and any subordinate legislation made under or in relation to such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner, the Scottish Information Commissioner or relevant government department in relation to such legislation. |</p>
<table>
<thead>
<tr>
<th><strong>“Documents”</strong></th>
<th>means any and all works, including all legislation and legislative products which the Authority requires to be published.</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>“Early Termination Payment”</strong></td>
<td>means the payment due from the Authority to the Contractor (pursuant to clause 57.3) where the Authority has terminated this Contract pursuant to Clause 58.1, subject to any variation under the Change Control Procedure which results in the Contractor incurring additional upfront costs in the provision of additional Deliverables after the Contract Date (subject always to the Contractor’s duty to mitigate such costs pursuant to Clause 57.2).</td>
</tr>
<tr>
<td><strong>“Employment Regulations”</strong></td>
<td>means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other rule or Law implementing the Council Directive 77/187/EEC on the approximation of the laws of the member states of the European Union relating to the safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses.</td>
</tr>
<tr>
<td><strong>“EIR”</strong></td>
<td>means the Environmental Information Regulations 2004, the Environmental Information (Scotland) Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner, the Scottish Information Commissioner or relevant government department in relation to such regulations.</td>
</tr>
<tr>
<td>“Equipment”</td>
<td>means the Contractor’s equipment, plant, materials and such other items supplied and used by the Contractor in the performance of its obligations under this Contract.</td>
</tr>
<tr>
<td>-----------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>“Expiry Date”</td>
<td>means the date of expiry or termination (howsoever caused) of this Contract.</td>
</tr>
<tr>
<td>“Extension Period”</td>
<td>has the meaning ascribed to it in clause 50 (Extension of Initial Contract Period).</td>
</tr>
<tr>
<td>“FOISA”</td>
<td>means the Freedom of Information (Scotland) Act 2002 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner, the Scottish Information Commissioner or relevant government department in relation to such legislation.</td>
</tr>
<tr>
<td>“Force Majeure”</td>
<td>means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party which prevents or materially delays that Party from performing its obligations under this Contract, including fire, flood, violent storm, pestilence, explosion, malicious damage, armed conflict, acts of terrorism, nuclear, biological or chemical warfare, or any other disaster, natural or man-made, but excluding:</td>
</tr>
<tr>
<td><strong>a)</strong> any industrial action occurring within the Contractor’s or any sub-contractor’s organisation;</td>
<td></td>
</tr>
<tr>
<td><strong>b)</strong> the failure by any sub-contractor to perform its obligations under any sub-contract; or</td>
<td></td>
</tr>
<tr>
<td><strong>c)</strong> any event, occurrence, circumstance or matter within the scope or contemplation of any business continuity or disaster recovery plans which apply to the business of a Party or which a Party has the benefit of.</td>
<td></td>
</tr>
</tbody>
</table>

| **“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. |

<p>| <strong>“Fraud”</strong> | means all offences of fraud, whether civil or criminal and will include, but will not be limited to: |
| <strong>a)</strong> committing any offence under any Law creating offences in respect of fraudulent acts; or |
| <strong>b)</strong> committing any offence at common law in respect of fraudulent acts in relation to this Contract or any other contract with the Authority; or |
| <strong>c)</strong> any act or failure to act which is fraudulent at common law or in equity; or |
| <strong>d)</strong> defrauding or attempting to defraud or conspiring |</p>
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Full Service”</td>
<td>means those Requirements required pursuant to Schedule 2 (Implementation) and as set out in Schedule 1 (Specification), being all those Requirements referred to in the Specification which are to be fulfilled following the delivery of the Initial Service, to be delivered no later than 30 June 2011.</td>
</tr>
<tr>
<td>“Good Industry Practice”</td>
<td>means standards, practices, methods and procedures conforming to the Law and to the degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances as are contemplated in this Contract.</td>
</tr>
<tr>
<td>“Guidance”</td>
<td>means the guidance issued by the Authority relating to the reproduction of Scottish Primary and Secondary Legislation dated 26 November 1999 (revised 20 September 2007 and from time to time);</td>
</tr>
<tr>
<td>“Implementation Plan”</td>
<td>means any plan prepared pursuant to Schedule 2 (Implementation).</td>
</tr>
<tr>
<td>“Improvements”</td>
<td>shall have the meaning ascribed to it in clause 15.1.</td>
</tr>
<tr>
<td>“Individual Title Requirements”</td>
<td>means those Requirements identified as such in Schedule 1 (Specifications).</td>
</tr>
<tr>
<td>“Information”</td>
<td>has the meaning given under section 73 of the FOISA.</td>
</tr>
<tr>
<td><strong>“Initial Contract Period”</strong></td>
<td>means the period from the Commencement Date to the date of expiry set out in clause 4 (Initial Contract Period), or to the earlier date of termination of this Contract in accordance with the Law or the provisions of this Contract.</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td><strong>“Initial Price Review Date”</strong></td>
<td>shall have the meaning ascribed to it in clause 21.3.</td>
</tr>
<tr>
<td><strong>“Initial Service”</strong></td>
<td>refers to those Services to be provided no later than 1 February 2011 as required pursuant to Schedule 2 (Implementation).</td>
</tr>
</tbody>
</table>
| **“Insolvency Event”** | means the occurrence of any of the following events (or any event analogous to any of the following in a jurisdiction other than Scotland) in relation to the relevant entity:  
a) the entity passing a resolution for its winding up or a court of competent jurisdiction making an order for the entity to be wound up or dissolved or the entity being otherwise dissolved;  
b) the appointment of an administrator of or, the making of an administration order in relation to, the entity, or the appointment of a receiver or administrative receiver of, or an encumbrancer taking possession of or selling, the whole or part of the entity's undertaking, assets, rights or revenue;  
c) the entity entering into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them or taking steps to obtain a moratorium or making an application to a court of competent jurisdiction for |
protection from its creditors;

d) the entity being unable to pay its debts or being capable of being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

e) the entity entering into any arrangement, compromise or compromise or composition in satisfaction of its debts with its creditors;

However, a resolution by the relevant entity or a court order that such entity be wound up for the purpose of a bona fide reconstruction or amalgamation will not amount to an Insolvency Event.

<table>
<thead>
<tr>
<th><strong>“Insurances”</strong></th>
<th>means all or any of the insurances required to be maintained by the Contractor pursuant to this Contract as set out in Schedule 7 (Insurance Requirements).</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>“Intellectual Property Rights”</strong></td>
<td>means patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights, rights of confidence and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.</td>
</tr>
<tr>
<td><strong>“IP Materials”</strong></td>
<td>has the meaning given in clause 40.1.</td>
</tr>
<tr>
<td><strong>“Key Personnel”</strong></td>
<td>mean those persons named in Schedule 13 (Employment) as being key personnel for the performance of this Contract.</td>
</tr>
<tr>
<td><strong>“Law”</strong></td>
<td>means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a competent court of law, or directives or requirements or any Regulatory Body with which the Contractor is bound to comply.</td>
</tr>
<tr>
<td><strong>“Legislation Website”</strong></td>
<td>means the official legislation website which is currently located at <a href="http://www.legislation.gov.uk">www.legislation.gov.uk</a> and includes the collection of pages contained therein and each and all material provided or to be provided to that address or published on the internet pursuant to this Contract using the http protocol.</td>
</tr>
<tr>
<td><strong>“Materials”</strong></td>
<td>means all materials and Data received, processed, output, used or developed by the Contractor (in whatever format and whether in machine or eye-readable form) for, from or on behalf of the Authority in performing the Services including, but not limited to, the IP Materials, all copy in any format received by the Contractor, all film, set pages, or other materials created by the Contractor in performing the Services, and all computer programs developed by or on behalf of the Contractor for the sole purpose of providing the Services.</td>
</tr>
<tr>
<td><strong>“Milestone”</strong></td>
<td>means an event or task described in the Implementation Plan which, if applicable, must be completed by the relevant Milestone Date.</td>
</tr>
<tr>
<td>“Milestone Date”</td>
<td>means the date set against the relevant Milestone in the Implementation Plan.</td>
</tr>
<tr>
<td>------------------</td>
<td>------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>“Month”</td>
<td>means calendar month unless otherwise defined.</td>
</tr>
<tr>
<td>“Open Government Licence”</td>
<td>means the UK Government’s open licence which facilitates the use and re-use of public sector information that is protected by copyright and database rights. The Open Government Licence details of which can be found at [<a href="http://www.nationalarchives.gov.uk/doc/open-government-licence/">http://www.nationalarchives.gov.uk/doc/open-government-licence/</a>] may be amended and/or revised from time to time.</td>
</tr>
<tr>
<td>“Official Publisher”</td>
<td>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 Contract.</td>
</tr>
<tr>
<td>“Parallel Contracts”</td>
<td>means the contracts advertised under OJEU notice 2010/S 35-051040 and executed between the Authority and the Contractor, contract numbers: CR01071a, CR01071b and CR01071c, for delivery of the Services to the jurisdictions of England and Wales, Scotland and Northern Ireland.</td>
</tr>
<tr>
<td>“Party”</td>
<td>means a Party to this Contract.</td>
</tr>
<tr>
<td>“Premises”</td>
<td>means the location where the Services are to be supplied, as set out in Schedule 1 (Specifications).</td>
</tr>
<tr>
<td>“Price Review Dates”</td>
<td>shall have the meaning ascribed to it in clause 21.3.</td>
</tr>
<tr>
<td>“Print-ready PDFs”</td>
<td>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.</td>
</tr>
<tr>
<td>“Property”</td>
<td>means the property, other than real property, issued or made available to the Contractor by the Authority in connection with this Contract.</td>
</tr>
<tr>
<td>--------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>“Proposal”</td>
<td>means the Contractor’s response to the ITT dated 23 July 2010.</td>
</tr>
<tr>
<td>“Publications”</td>
<td>means the titles set out in Annex A to Schedule 1 (Specifications) and any associated documents to be printed, published for distribution and offered for sale to the public.</td>
</tr>
<tr>
<td>“Quality Standards”</td>
<td>means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in Schedule 1 (Specifications).</td>
</tr>
<tr>
<td>“Receipt”</td>
<td>means the physical or electronic arrival of the invoice at the address of the Authority detailed at clause 7.3 or at any other address given by the Authority to the Contractor for the submission of invoices.</td>
</tr>
<tr>
<td>“Regulatory Bodies”</td>
<td>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 in this Contract or any other affairs of the Authority and “Regulatory Body”</td>
</tr>
</tbody>
</table>
will be construed accordingly.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>“Relevant Convictions”</strong></td>
<td>means a conviction that is relevant to the nature of the Services or as listed by the Authority and/or relevant to the work of the Authority.</td>
</tr>
<tr>
<td><strong>“Relevant Subscription and Standing Order Lists”</strong></td>
<td>means the lists of current subscribers and standing orders for the Publications as amended from time to time.</td>
</tr>
<tr>
<td><strong>“Replacement Contractor”</strong></td>
<td>means any third party service provider appointed by the Authority to supply any services which are equivalent or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry, termination or partial termination of this Contract.</td>
</tr>
<tr>
<td><strong>“Request for Information”</strong></td>
<td>will have the meaning set out in the Freedom of Information (Scotland) Act 2002, the Environmental Information (Scotland) Regulations 2004, or the Re-use of Public Sector Information Regulations 2005 as relevant (where the meaning set out for the term “request” will apply) and shall include a request for re-use of Information.</td>
</tr>
<tr>
<td><strong>“Required Action”</strong></td>
<td>has the meaning given in clause 60 (Step-in-Rights).</td>
</tr>
<tr>
<td><strong>“Requirements”</strong></td>
<td>means those items set out in Schedule 1 (Specifications) which the Contractor must deliver in order to provide the Services.</td>
</tr>
<tr>
<td><strong>“RPSIR”</strong></td>
<td>means the Re-use of Public Sector Information Regulations 2005 together with any guidance issued by a relevant government department in relation to</td>
</tr>
</tbody>
</table>
such legislation.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Sales”</td>
<td>means all sales by the Contractor of Publications, net of discounts.</td>
</tr>
<tr>
<td>“Schedule”</td>
<td>means a schedule attached to, and forming part of, this Contract.</td>
</tr>
<tr>
<td>“Service Credits”</td>
<td>those amounts credited to the account of the Authority or otherwise payable by the Contractor in respect of a Service Failure.</td>
</tr>
<tr>
<td>“Service Failure”</td>
<td>means any defect (including defective performance) in or failure of the Service which results:</td>
</tr>
<tr>
<td></td>
<td>a) in failure to meet any Service Level;</td>
</tr>
<tr>
<td></td>
<td>a) (or would result if End Users were, at the relevant time, using the Service) in a failure to provide that Service in accordance with this Contract; or</td>
</tr>
<tr>
<td></td>
<td>b) in the provision of that Service to End Users failing to comply with the Requirements.</td>
</tr>
<tr>
<td>“Service Improvement Implementation Plan”</td>
<td>shall have the meaning ascribed to it in clause 15.6.</td>
</tr>
<tr>
<td>“Service Levels”</td>
<td>means the performance targets in respect of the Services set out in Part C of Schedule 3 (Performance Monitoring and Service Levels), as modified, amended or updated from time to time.</td>
</tr>
<tr>
<td>“Services”</td>
<td>means the services to be supplied under this Contract by the Contractor as set out in Schedule 1 (Specification) as may be modified, amended or updated from time to time, including the Concession Services.</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>---------------------------------------------------------------------------</td>
</tr>
<tr>
<td>“Specification”</td>
<td>means the description of the Services to be supplied under this Contract set out in Schedule 1 (Specifications) including the Requirements, the Quality Standards, the Individual Title Requirements and the Contract Standards.</td>
</tr>
<tr>
<td>“Sponsor Department”</td>
<td>means any Crown body which uses the Concession Services for the publication of secondary legislation.</td>
</tr>
<tr>
<td>“Staff”</td>
<td>mean all persons employed or otherwise used by the Contractor to perform its obligations under this Contract and includes the Contractor’s servants, agents, suppliers and sub-contractors used in the performance of its obligations under this Contract.</td>
</tr>
<tr>
<td>“Staff Vetting Procedure”</td>
<td>means the Authority’s procedures for the vetting of personnel and as advised to the Contractor by the Authority.</td>
</tr>
<tr>
<td>“Step-in Notice”</td>
<td>has the meaning as set out in clause 60.</td>
</tr>
<tr>
<td>“Step-in Rights”</td>
<td>shall have the meaning ascribed to it in clause 60.</td>
</tr>
<tr>
<td>“Step-Out Date”</td>
<td>has the meaning as set out in clause 60.</td>
</tr>
<tr>
<td>“Step-Out Notice”</td>
<td>has the meaning as set out in clause 60.</td>
</tr>
<tr>
<td>“Step-Out Plan”</td>
<td>has the meaning as set out in clause 60.</td>
</tr>
<tr>
<td>“Technology Costs”</td>
<td>means:</td>
</tr>
<tr>
<td></td>
<td>a) those costs directly incurred by the Contractor for the development of technology applications pursuant to the delivery of the Requirements; and</td>
</tr>
<tr>
<td></td>
<td>b) the costs directly incurred by the Contractor in</td>
</tr>
<tr>
<td>Term</td>
<td>Definition</td>
</tr>
<tr>
<td>-------------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>“Tender”</td>
<td>means the document(s) submitted by the Contractor to the Authority in response to the Authority’s invitation to suppliers for formal offers to supply it with the Services.</td>
</tr>
<tr>
<td>“Term”</td>
<td>means the period commencing on the Contract Date and ending on the Expiry Date.</td>
</tr>
<tr>
<td>“Tests” and “Testing”</td>
<td>means any tests required to be carried out under this Contract, including those required in the Implementation Plan to be prepared by the Contractor pursuant to Schedule 2 (Implementation).</td>
</tr>
<tr>
<td>“Testing”</td>
<td>means the Testing which forms part of the Implementation Plan.</td>
</tr>
<tr>
<td>“Transformation”</td>
<td>means the Transformation Services as set out in Schedule 1 (Specifications).</td>
</tr>
</tbody>
</table>
| “Transformation Asset”                    | means any asset or assets (including Equipment) algorithm, or process, owned, utilised or developed by the Contractor and used, whether on an exclusive or non-exclusive basis, in the provision of Services:  
  a) to alter the Data or any part thereof (whether on a permanent or temporary basis); or  
  b) which in the opinion of the Authority materially
interacts with the Data or any part thereof, either on a permanent or temporary basis.

<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>“Transitional Provisions”</td>
<td>means those provisions set out in Schedule 2 (Implementation) which apply to the period from this Contract Date up to and including the Commencement Date.</td>
</tr>
<tr>
<td>“URL”</td>
<td>means the Uniform Resource Locator which is the standard way of giving the address of any resource on the Internet.</td>
</tr>
<tr>
<td>“Variation”</td>
<td>has the meaning given to it in clause 45.</td>
</tr>
<tr>
<td>“VAT”</td>
<td>means value added tax in accordance with the provisions of the Value Added Tax Act 1994.</td>
</tr>
<tr>
<td>“Value Added Format”</td>
<td>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).</td>
</tr>
<tr>
<td>“Web”</td>
<td>means the WWW as defined below.</td>
</tr>
<tr>
<td>“Web PDF”</td>
<td>means a PDF on the official legislation website that as a minimum meets the requirements of ISO 32001-1 or its successor.</td>
</tr>
<tr>
<td>“Website”</td>
<td>means a collection of &quot;documents&quot; that are linked together using the http protocol.</td>
</tr>
<tr>
<td>“Working Day”</td>
<td>means Monday to Friday inclusive, excluding public or bank holidays in Scotland.</td>
</tr>
</tbody>
</table>
"WWW" means the worldwide web which is a service for sending and receiving text, graphics, and other media over the internet using http and in a form that can be viewed using Browser software.

"XML" means the eXtensible markup language which is a universal format to structure, store and send information. XML allows authors to define their own tags and their own document structure. XML is a cross-platform, independent tool for exchanging data.

2. Interpretation

2.1. The interpretation and construction of this Contract will be subject to the following provisions:

2.1.1. the singular includes the plural and vice versa;

2.1.2. reference to a gender includes the other gender and the neuter;

2.1.3. reference to a clause is a reference to the whole of that clause unless stated otherwise;

2.1.4. reference to any statute, enactment, order, regulation or other similar instrument will be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

2.1.5. reference to any person will include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
2.1.6. any phrase introduced by the words “includes”, “including”, “in particular”, “for example” or similar will be construed as illustrative and without limitation to the generality of the related general words;

2.1.7. headings are included in this Contract for ease of reference only and will not affect the interpretation or construction of this Contract; and

2.1.8. Schedules form an integral part of this Contract.

3. Due Diligence

3.1. The Contractor acknowledges and agrees that it:

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

3.1.2. has raised all relevant due diligence questions with the Authority prior to signing this Contract; and

3.1.3. has entered into this Contract in reliance on its own due diligence.

4. Initial Contract Period

4.1. This Contract will take effect on the date of signing and will expire automatically on 31 December 2015, unless terminated earlier in accordance with the provisions of this Contract, or otherwise lawfully terminated, or extended under clause 50 (Extension of Initial Contract Period).
5. **Contractor's Status**

5.1. At all times during the Term the Contractor will be an independent contractor and nothing in this Contract will create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party will be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of this Contract.

6. **Authority's Obligations**

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

7. **Notices**

7.1. Except as otherwise expressly provided within this Contract, no notice or other communication from one Party to the other will have any validity under this Contract unless made in writing by or on behalf of the Party concerned.

7.2. Any notice or other communication which is to be given by either Party to the other will be given by letter (sent by hand, first class post, recorded delivery or special delivery), or by facsimile transmission or electronic mail (confirmed in either case by letter). Such letters will be addressed to the other Party in the manner referred to in clause 7.3 Provided the relevant communication is not returned as undelivered, the notice or communication will be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case
of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

7.3. For the purposes of clause 7.2 the address of each Party will be:

7.3.1. For the Authority:

The Queen’s Printer for Scotland
Address: Admail ADM 4058, Edinburgh, EH1 1NG
For the attention of: Text Redacted
Tel: Text Redacted
Fax: Text Redacted
Email: Text Redacted

7.3.2. For the Contractor:

The Stationery Office Limited
Address: Parliamentary Press, Mandela Way, London, SE1 5SS
For the attention of: Text Redacted
Tel: Text Redacted
Fax: Text Redacted
Email: Text Redacted

7.4. Either Party may change its address for service by serving a notice in accordance with this clause.

8. Mistakes in Information

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

9. Conflicts of Interest

9.1. The Contractor will take appropriate steps to ensure that neither the Contractor nor any Staff is 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 Contractor (or any Staff) and the duties owed to the Authority under the provisions of this Contract. The Contractor will disclose to the Authority full particulars of any such conflict of interest which may arise.

9.2. The Authority reserves the right to terminate this Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Authority under the provisions of this Contract. The actions of the Authority pursuant to this clause will not prejudice or affect any right of action or remedy which will have accrued or will thereafter accrue to the Authority.

SUPPLY OF SERVICES

10. Service Implementation

10.1. Subject to clause 10.2, the Contractor will at a minimum provide the Initial Service to the Authority by 1 February 2011. The Contractor acknowledges and agrees that failure to provide any aspect of the Initial Service in accordance with Schedule 2 (Implementation) (and any applicable Service Levels) by 1 February 2011 will be a material breach of contract and will amount to an act of Default for the purposes of Clause 57 and will give rise to Service Credits as more particularly set out in Clause 13.1.
10.2. The Contractor will co-operate fully and in good faith with the Authority and will use all reasonable endeavours to implement the Full Service requirements by 1 February 2011 insofar as the implementation of the Full Service requirements does not cause a Delay to the implementation of the Initial Service.

10.3. The Contractor will provide the Full Service by 30 June 2011. The Contractor acknowledges and agrees that failure to provide any aspect of the Full Service by 30 June 2011 will be a material breach of contract and amount to an act of Default for the purposes of Clause 57 and may give rise to Service Credits.

10.4. The Contractor will deliver for approval by the Authority within 10 days of the Contract Date an Implementation Plan prepared in accordance with Schedule 2 (Implementation), which will include the Transitional Provisions. The Contractor’s performance of its obligations under this Clause 10 will be monitored against the Implementation Plan.

11. Approval of Milestones

11.1. When the Contractor has completed the Services in respect of a Milestone it will submit any Deliverables relating to that Milestone for Approval and the Parties will comply with the applicable provisions as specified in Schedule 2 (Implementation).

12. The Services

12.1. The Contractor will supply the Services from the Commencement Date and will ensure that the Services comply at all times during the Term in all respects with the Requirements.

12.2. The Contractor agrees prior to the date of delivery of the Full Service to:

12.2.1. make the Transformation Assets (or part thereof) publicly available during the Term;
12.2.2. grant a perpetual, assignable, royalty-free and non-exclusive licence of the Transformation Assets (or such part not made available in accordance with Clause 12.2.1 above) to the Authority; and/or

12.2.3. take all such further action as is required to give full effect to the rights granted to the Authority in this Clause 12.

12.3. If the Authority informs the Contractor in writing that the Authority reasonably believes that any part of the Services does not meet the Requirements or differs in any way from those Requirements, and this is other than as a result of a Default by the Authority, the Contractor will at its own expense re-schedule and perform or re-perform those Services in accordance with the Requirements within such additional time as may be specified by the Authority. This shall be without prejudice to the right of the Authority to exercise those rights set down in Clauses 57 and 59 of this Contract and/or to claim Service Credits (where applicable) in accordance with Clause 13 (Service Levels and Service Credits).

12.4. The Contractor shall comply with the provisions of Schedule 16 (Concession Services User Terms and Conditions) in providing the Concession Services.

13. Service Levels and Service Credits

13.1. From the Commencement Date, the Contractor shall at all times achieve or exceed the Service Levels in respect of the Services.

13.2. In addition to its obligations pursuant to clause 13.1, the Contractor shall perform the Services:

13.2.1. to at least the same level of performance (including in respect of accuracy, quality, completeness, timeliness, responsiveness and efficiency) as was provided by or for the Authority prior to the Commencement Date, provided that where this obligation requires a higher level of performance than that set out in Part A of Schedule 3 (Performance Monitoring and Service Levels), then, for the first
twelve (12) month period following the Contract Date only, the performance requirements of Part A of Schedule 3 (Performance Monitoring and Service Levels) shall take precedence over the requirements of this clause 13.2.1, and the requirements of this clause 13.2.1 shall apply thereafter.

13.2.2. with promptness, diligence and in a professional manner, in accordance with Good Industry Practice.

13.3. The Contractor acknowledges that its failure to comply with clause 13.2 may have a material adverse impact on the operations of the Authority. If the Contractor fails to comply with clause 13.2 in respect of any Service or any aspect of any Service, such failure shall be treated in accordance with the Service Credit regime set out in Schedule 3 (Performance Monitoring and Service Levels).

13.4. The Contractor acknowledges and agrees that payment of any Service Credit by the Contractor is a price adjustment and not an estimate of the loss or damage that may be suffered by the Authority as a result of a Service Failure and is without prejudice to any entitlement the Authority may have to claim its losses from the Contractor resulting from, or otherwise arising in respect of, any breach of this Contract to which a Service Failure may relate.

13.5. The Service Credit regime shall not affect any right of the Authority (if any) to terminate this Contract. Nothing in this clause 13 (Service Levels and Service Credits) will restrict any other rights that the Authority may have under this Contract or at Law in relation to the circumstances in which any Service Credits may be due, including the right to seek other remedies under this Contract or at Law, provided that any claim for damages resulting from a breach of the Contractor’s performance obligations, in respect of which a Service Credit has already been claimed and paid to the Authority, or deducted from the Contract Price, shall be reduced by the amount of that Service Credit.
13.6. The Contractor will at all times comply with the Quality Standards, and where applicable will maintain accreditation with the relevant Quality Standards authorisation body.

13.7. To the extent that the standard of Services has not been specified in this Contract, the Contractor will agree the relevant standard of the Services with the Authority prior to the supply of the Services.

13.8. The Contractor will perform its obligations under this Contract in accordance with the Law and Good Industry Practice.

13.9. The Contractor will 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 Contract and to comply with clause 13.8 above.

13.10. The Contractor will discuss with the Authority any conflict that the Contractor reasonably believes that there is or will be between any of the Requirements or between any of the Requirements and any other obligation under this Contract, and will comply with the Authority's decision on the resolution of any such conflict.

14. Additional Concession Services

14.1. Subject to the provisions of this Clause 14, the Contractor may from the Commencement Date provide the Additional Concession Services as the Official Publisher as set out in Schedule 14 (Additional Revenue Streams), as may be amended from time to time in accordance with Schedule 8 (Change Control Procedure) provided that:

   14.1.1. the Additional Concession Services do not compromise nor present any material risk nor impediment to the provision of the Services in accordance with this Contract;

   14.1.2. any Additional Concession Service is appropriate to and in accordance with the reputation and image of the Authority; and
14.1.3. the Contractor has obtained the Authority’s prior written consent in respect of each Additional Concession Service, and such consent shall be:

14.1.3.1. given or withheld by the Authority at its sole discretion; and

14.1.3.2. made subject to such conditions or restrictions as the Authority in its sole discretion may specify.

14.2. In the event that the Authority considers that any Additional Concession Service which is being provided by the Contractor compromises, presents a material risk to or impedes the successful performance or delivery of the Services or otherwise breaches the provisions of Clause 14.1.1 (above), or is not being (or has not been) operated or provided in accordance with the requirements of this Clause 14 (Additional Concession Services), and Schedule 14 (Additional Revenue Streams), the Authority in its sole discretion may require the Contractor to modify, suspend or cease forthwith the operation or provision of any such Additional Concession Service by notice in writing.

15. Service Improvements and Development of Services

15.1. As part of its quality management process during the Term, the Contractor shall regularly explore and identify opportunities to improve and enhance the Services. The Contractor shall seek, at no extra cost to the Authority, to continuously improve and enhance the delivery of the Services through the identification and application of proven techniques, tools, procedures and other improvements (“Improvements”), including those used within the Contractor’s other operations that would benefit the Authority operationally or financially so that the Services are improved so as to provide continuous quality improvement.

15.2. As part of this obligation the Contractor shall identify and report to the Authority at meetings as specified in Schedule 5 (Governance and Reporting) on:
15.2.1. the emergence of new and evolving relevant technologies which could improve the IT systems used to deliver the Services and/or the Services, and those technological advances potentially available to the Contractor and the Authority which the Parties may wish to consider adopting; and/or

15.2.2. new actual or potential improvements to the Services including in relation to the Services, their quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer/user support services; and/or

15.2.3. new or potential improvements to the Services which might result in efficiency or productivity gains or in reduction of operational risk; and/or

15.2.4. changes in business processes and ways of working that would enable the Services to be delivered at lower costs and/or with greater benefits to the Authority and/or users of the Concession Services.

15.3. Notwithstanding clauses 15.1 and 15.2, the Contractor shall not be obliged to introduce Improvements which require material capital expenditure except in accordance with this clause 15.3. Where the Contractor identifies Improvements or potential Improvements which require material capital expenditure, any implementation of such Improvement shall be made through the Change Control Procedure.

15.4. If the Contractor adopts technology or processes that were not in place at the Commencement Date and, as a result, the cost to the Contractor of delivering the Services materially decreases, the Parties shall meet to explore the extent to which any cost savings shall be shared between the Parties.

15.5. The Contractor shall ensure that the information that it provides to the Authority pursuant to this clause 15 (Service Improvements and Development of Services) shall be sufficient and adequate to enable the Authority to decide whether any Improvement should be implemented.
The Contractor shall provide any further information that the Authority requests.

15.6. If the Authority wishes to incorporate any Improvement identified by the Contractor which requires material capital expenditure (pursuant to clause 15.3), the Authority shall send the Contractor a Change Request and the Parties shall agree an implementation plan to implement such improvements as are identified in that Change Request (a “Service Improvement Implementation Plan”), any such plan to be approved by the Authority. Improvements which do not require material capital expenditure shall be implemented by the Contractor upon the request of the Authority without invoking the Change Control Procedure.

16. Contract Governance

16.1. The Parties agree to manage this Contract through the governance structure detailed in Schedule 5 (Governance and Reporting).

17. Contractor’s Staff

17.1. The Contractor will comply with Staff Vetting Procedures in respect of all persons employed, engaged or otherwise authorised in the provision of the Services. The Contractor confirms that all persons employed, engaged or otherwise authorised by the Contractor to perform the Contractor’s obligations hereunder were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.

17.2. The Authority may require the Contractor to ensure that any person directly or indirectly employed in the provision of the Services has undertaken a Disclosure Scotland check in accordance with the Staff Vetting Procedures. The Contractor will ensure that no person who discloses that he/she has a Relevant Conviction, or is found by the Contractor to have a Relevant Conviction (whether as a result of a police check or through the Disclosure Scotland check or otherwise) is
employed or engaged in the provision of any part of the Services including any agent or subcontractor of the Contractor.

17.3. If the Contractor fails to comply with clause 17.2 within six (6) weeks of the date of the request and in the reasonable opinion of the Authority, such failure may be prejudicial to the interests of the Crown, then the Authority may terminate this Contract, provided always that such termination will not prejudice or affect any right of action or remedy which will have accrued or will thereafter accrue to the Authority.

17.4. The decision of the Authority as to whether the Contractor has failed to comply with clause 17.2 will be final and conclusive.

18. Property

18.1. Where the Authority issues Property free of charge to the Contractor such Property will be and remain the property of the Authority and the Contractor hereby irrevocably licences the Authority and its agents to enter upon any premises of the Contractor during normal business hours on reasonable notice to recover any such Property. The Contractor will not in any circumstances have a lien or any other interest in, on or over the Property and the Contractor will at all times possess the Property as fiduciary agent and bailee of the Authority. The Contractor 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.

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

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

18.4. The Contractor 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.

18.5. The Contractor shall return the Property to the Authority at the end of the Term or upon the Authority’s request.

18.6. The Contractor 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 Contractor 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.

19. Offers of Employment

19.1. During the Term and for a period of twelve (12) months thereafter neither the Authority nor the Contractor will employ or offer employment to any of the other Party’s staff who have been associated with the procurement and/or the contract management of the Services without that other Party’s prior written consent.

20. Staff Transfer

20.1. The Parties acknowledge that the commencement, expiry and/or termination of this Contract may constitute a relevant transfer for the purposes of the Employment Regulations. The provisions of Schedule 13 (Employment) will apply on such commencement, expiry or termination.
CHARGING AND INVOICING

21. Contract Price

21.1. In consideration of the Contractor’s performance of its obligations under this Contract:

21.1.1. with respect to all Services excluding the Concession Services, the Authority will pay the Contract Price in accordance with Clause 22 and Schedule 9 (Charging and Invoicing); and

21.1.2. with respect to the Concession Services, the Contractor will be entitled from the Commencement Date to levy the Concession Charges in accordance with Schedule 9 (Charging and Invoicing).

21.2. The Contract Price and Concession Charges will be fixed for the Term of this Contract except where varied in accordance with this Clause 21, Clause 24 (Price adjustment on extension of the Initial Contract Period) or in accordance with Schedule 9 (Charging and invoicing).

21.3. During the Term, the Contractor will be entitled to review the Contract Price and the Concession Charges on an annual basis, the first such review to take place twenty-one (21) Months after the Commencement Date (the “Initial Price Review Date”), and subsequent annual reviews will take place on the yearly anniversary of the Initial Price Review Date (the Initial Price Review Date and the subsequent review dates together being the “Price Review Dates”).

21.4. The Contractor will within eight (8) weeks of a Price Review Date submit to the Authority its written proposals with full details, evidence and justifications for any changes to the Contract Price and/or the Concession Charges for the Authority’s consideration (such proposals to be subject to clause 21.7).

21.5. The Authority will reasonably, promptly and acting in good faith consider the proposal submitted pursuant to clause 21.4 and where the Authority agrees to increase the Contract Price and/or the Concession Charges,
any such increase will take effect three (3) Months after the relevant Price Review Date.

21.6. Where the Authority does not agree the proposal submitted pursuant to clause 21.4, the Authority will within two 2 months of the relevant Price Review Date enter into good faith negotiations with the Contractor (for a period of not more than thirty (30) Working Days) to agree a variation to the Contract Price and/or Concession Charges and the date on which any increases will take effect.

21.7. Any increase in the Contract Price or Concession Charges pursuant to this clause 21 (Contract Price) will not exceed the percentage change in the Office of National Statistics’ Retail Prices Index excluding Mortgage Interest Payments (RPIX) over the most recent twelve (12) months for which published data is available at that point in time.

21.8. The Contractor shall seek Approval via the Change Control Procedure from the Authority before incurring any upfront costs in relation to the provision of Deliverables which are in addition to those specified in Schedule 1 (Service Requirements); or in addition to those Approved by the Authority as part of the Implementation Plan (as more particularly referred to in Schedule 9 (Charging and Invoicing)). The Contractor shall take all reasonable steps to mitigate any upfront costs incurred in relation to the provision of Deliverables Approved under this Contract.

22. Payment and VAT

22.1. The Authority will pay the undisputed sums due from the Authority to the Contractor within thirty (30) days of Receipt of a valid invoice, submitted monthly in arrears.

22.2. The Contractor will ensure that each invoice contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documentation reasonably required by the Authority to substantiate the invoice.
22.3. Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing any of its obligations under this Contract, it will ensure that a provision is included in such sub-contracts which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding thirty (30) days from the Contractor’s receipt of a valid invoice from its sub-contractor.

22.4. The Contractor will add VAT to the Contract Price at the prevailing rate as applicable.

22.5. The Contractor will indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred which is levied, demanded or assessed on the Authority at any time in respect of the Contractor’s failure to account for or to pay any VAT relating to payments made to the Contractor under this Contract. Any amounts due under this clause 22 (Payment and VAT) will be paid by the Contractor to the Authority not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Authority.

22.6. The Contractor shall not suspend the provision of the Services or any part of the Services unless the Contractor is entitled to terminate this Contract under Clause 57 (Termination on Default) for failure to pay undisputed sums of money. Interest will be payable by the Authority on the late payment of any undisputed sums of money properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

23. Recovery of Sums Due

23.1. Wherever under this Contract any Service Credit becomes payable or any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Authority in respect of any breach of this Contract), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may
become due to the Contractor under this Contract or under any other agreement or contract with the Authority.

23.2. Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, will be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

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

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

24. **Price adjustment on extension of the Initial Contract Period**

24.1. In the event that the Authority agrees to extend the Initial Contract Period pursuant to clause 50 (Extension of Initial Contract Period) the Authority will in the six (6) month period prior to the expiry of the Initial Contract Period, enter into good faith negotiations with the Contractor (for a period of not more than thirty (30) Working Days) to agree any variation to the Contract Price and/or Concession Charges which may be appropriate.

24.2. If the Parties are unable to agree a variation to the Contract Price and/or the Concession Charges in accordance with clause 24.1, this Contract will terminate at the end of the Initial Contract Period.

24.3. If a variation in the Contract Price and/or Concession Charges is agreed between the Authority and the Contractor, the revised Contract Price and Concession Charges will take effect from the first day of any period of extension and will apply during such period of extension.
24.4. Any increase in the Contract Price pursuant to clause 24.1 will not exceed the percentage change in the Office of National Statistics’ Retail Prices Index excluding Mortgage Interest Payments (RPIX) (or another such index specified in the Charging and Invoicing Schedule) between the Commencement Date and the date six (6) Months before the end of the Initial Contract Period.

25. **Euro**

25.1. Any requirement of Law to account for the Services in Euro (or to prepare for such accounting) instead of and/or in addition to sterling, will be implemented by the Contractor free of charge to the Authority.

25.2. The Authority will provide all reasonable assistance to facilitate compliance with clause 25.1 by the Contractor.

**STATUTORY OBLIGATIONS AND REGULATIONS**

26. **Prevention of Corruption**

26.1. The Contractor will not offer or give, or agree to give, to the Authority or any other public body or any person employed by or on behalf of the Authority or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Contract or any other contract with the Authority or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to this Contract or any such contract.

26.2. The Contractor warrants that it has not paid commission or agreed to pay commission to the Authority or any other public body or any person employed by or on behalf of the Authority or any other public body in connection with this Contract.
26.3. If the Contractor, its Staff or anyone acting on the Contractor’s behalf, engages in conduct prohibited by clauses 26.1 or 26.2, the Authority may:

26.3.1. terminate this Contract and recover from the Contractor on an indemnity basis the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Services and any additional expenditure incurred by the Authority throughout the remainder of the Term; and/or

26.3.2. recover in full from the Contractor on an indemnity basis any other loss sustained by the Authority in consequence of any breach of those clauses.

27. Prevention of Fraud

27.1. The Contractor will take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Contractor (including its shareholders, members, directors) in connection with the receipt of monies from the Authority.

27.2. The Contractor will notify the Authority immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

27.3. If the Contractor or its Staff commits Fraud in relation to this or any other contract with the Crown (including the Authority) the Authority may:

27.3.1. terminate this Contract and recover from the Contractor on an indemnity basis the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Services and any additional expenditure incurred by the Authority throughout the remainder of the Term; or
27.3.2. recover in full from the Contractor on an indemnity basis any other loss sustained by the Authority in consequence of any breach of this clause.

28. Discrimination

28.1. The Contractor will not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Contractor will not unlawfully discriminate within the meaning and scope of the Sex Discrimination Act 1975, the Race Relations Act 1976, the Equal Pay Act 1970, the Disability Discrimination Act 1995, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Age) Regulations 2006, the Equality Act 2006, the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

28.2. The Contractor will take all reasonable steps to secure the observance of clause 28.1 by all Staff.

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

29.1. (not used)
30. **Environmental Requirements**

30.1. The Contractor is expected to give due regard to environmental considerations throughout the performance of this Contract, including use of materials that are or can be recycled and materials that are environmentally safe. The Contractor will, when working on the Premises, perform its obligations under this Contract in accordance with the Authority’s environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

31. **Health and Safety**

31.1. The Contractor will promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of its obligations under this Contract.

31.2. The Contractor will comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the performance of its obligations under this Contract.

31.3. The Contractor acknowledges that it has been provided with a copy of the Authority’s Health & Safety policy and agrees that it shall comply with all the requirements of that policy to the extent to which the same is applicable to the Contractor’s performance of the Services.

31.4. The Contractor will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Authority on request.
PROTECTION OF INFORMATION

32. Data Protection Act

32.1. For the purposes of this Clause 32, the terms “Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “Process” and “Processing” will have the meaning prescribed under the DPA.

32.2. The Contractor will (and will ensure that all of its Staff) comply with any notification requirements under the DPA and both Parties will duly observe all their obligations under the DPA which arise in connection with this Contract.

32.3. Notwithstanding the general obligation in clause 32.2, where the Contractor is processing Personal Data as a Data Processor for the Authority the Contractor will:

32.3.1. Process the Personnel Data only in accordance with instructions from the Authority (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by the Authority;

32.3.2. comply with all applicable laws;

32.3.3. Process the Personal Data only to the extent; and in such manner as is necessary for the performance of the Contractor’s obligations under this Contract or as is required by Law or any Regulatory Body;

32.3.4. implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures will be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

32.3.5. take reasonable steps to ensure the reliability of the Staff and its agents who may have access to the Personal Data;
32.3.6. obtain prior written consent from the Authority in order to transfer the Personal Data to any sub-contractor for the provision of the Services;

32.3.7. not cause or permit the Personal Data to be transferred outside of the European Economic Area without the prior written consent of the Authority;

32.3.8. will not perform its obligations under this Contract in such a way as to cause the Authority to breach any of its applicable obligations under the DPA;

32.3.9. ensure that all staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 32 (Data Protection Act);

32.3.10. ensure that none of the staff and agents publish disclose or divulge any of the Personal Data to any third parties unless directed in writing to do so by the Authority;

32.3.11. not disclose Personnel Data to any third parties in any circumstances other than with the written consent of the Authority or in compliance with a legal obligation imposed upon the Authority; and

32.3.12. notify the Authority (within five (5) Working Days) if it receives:

32.3.12.1. a request from a Data Subject to have access to that person’s Personal Data; or

32.3.12.2. a complaint or request relating to the Authority’s obligations under the DPA.

32.4. The provision of this clause 32 will apply during the Term and indefinitely after its expiry or termination.

33.1. The Contractor will comply with, and will ensure that its Staff comply with, the provisions of:

33.1.1. the Official Secrets Acts 1911 to 1989; and

33.1.2. Section 182 of the Finance Act 1989.

33.2. In the event that the Contractor or its Staff fail to comply with clause 33.1, the Authority may terminate this Contract by giving notice in writing to the Contractor.

34. **Confidential Information**

34.1. Except to the extent set out in this clause 34 (Confidential Information), or where disclosure is expressly permitted elsewhere in this Contract, each Party will:

34.1.1. treat the other Party’s Confidential Information as confidential and safeguard it accordingly; and

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

34.2. Clause 34.1 will not apply to the extent that:

34.2.1. such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOISA or the Environmental Information (Scotland) Regulations 2004 pursuant to clause 35 (Freedom of Information);

34.2.2. such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

34.2.3. such information was obtained from a third party without obligation of confidentiality;

34.2.4. such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
34.2.5. it is independently developed without access to the other Party's Confidential Information.

34.3. The Contractor may only disclose the Authority's Confidential Information (or any part of it) to those Staff who are directly involved in the provision of the Services and who need to know such information, and will ensure that such Staff are aware of and will comply with these obligations as to confidentiality.

34.4. The Contractor will not, and will procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of this Contract.

34.5. At the written request of the Authority, the Contractor will procure that those members of the Staff identified in the Authority's notice sign a confidentiality undertaking prior to commencing any work in accordance with this Contract.

34.6. Nothing in this Contract will prevent the Authority from disclosing the Contractor's Confidential Information:

34.6.1. to any Crown body or any other Contracting Authority. All Crown Bodies or Contracting Authorities receiving such Confidential Information will be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;

34.6.2. to any consultant, contractor or other person engaged by the Authority or any person conducting an Office of Government Commerce gateway review;

34.6.3. for the purpose of the examination and certification of the Authority's accounts; or
34.6.4. for any examination pursuant to Section 23(1) of the Public Finance and Accountability (Scotland) Act 2000 of the economy, efficiency and effectiveness with which the Authority has used its resources.

34.7. The Authority will use reasonable endeavors to ensure that any government department, Contracting Authority, employee, third party or sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 34.6 is made aware of the Authority's obligations of confidentiality.

34.8. Nothing in this clause 34 (Confidential Information) will prevent either Party from using any techniques, ideas or know-how gained during the performance of this Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of Intellectual Property Rights.

34.9. Where an embargo on publication has been set, it will be the responsibility of the Contractor to take all reasonable steps to protect the integrity of that embargo until the specified date and time of publication. Failure of the Contractor to take all such reasonable steps resulting in a breach of embargo will be considered a breach of Contract and may result in termination of this Contract under clause 57 (Termination on Default).

34.10. Where information comes into the public domain otherwise than through a breach of this Contract, the Contractor will give reasonable assistance to the Authority to determine the source by which this information comes into the public domain and in consultation with the Authority, take any steps as may be considered appropriate to prevent recurrence.

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

35. **Freedom of Information**

35.1. The Contractor acknowledges that the Authority is subject to the requirements of the FOISA, the EIR and the RPSIR and will assist and cooperate with the Authority to enable the Authority to comply with its Information disclosure and re-use of information obligations.

35.2. The Contractor will and will procure that any sub-contractors will transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information and:

35.2.1. where applicable, provide the Authority with a copy of all Information in its possession, or power in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may specify) of the Authority’s request; and

35.2.2. provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to the Request for Information within the time for compliance set out in section 10 of the FOISA; Regulation 5 of the EIR or section 8 of the RPSIR.

35.3. The Authority will be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure or re-use in accordance with the provisions of the FOISA, the EIR or the RPSIR.

35.4. In no event will the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Authority.

35.5. The Contractor acknowledges and agrees that (notwithstanding the provisions of clause 34 (Confidential Information)) the Authority may, acting in accordance with the Scottish Ministers’ Code of Practice on the
Discharge of the Functions of Public Authorities under the Freedom of Information (Scotland) Act 2002 (the “Code”), be obliged under the FOISA, or the EIR to disclose information concerning the Contractor or the Services in certain circumstances:

35.5.1. without consulting the Contractor; or

35.5.2. following consultation with the Contractor and having taken its views into account,

provided always that where clause 35.5.1 applies the Authority will, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advance notice, or failing that, to draw the disclosure to the Contractor’s attention after any such disclosure.

35.6. The Contractor will ensure that all Information is retained for disclosure and will permit the Authority to inspect such records as requested from time to time.

35.7. The Contractor acknowledges and agrees that the Commercially Sensitive Information listed in Schedule 15 (Commercially Sensitive Information) is of indicative value only and that the Authority may be obliged to disclose it in accordance with this clause 35 (Freedom of Information).

36. Publicity, Media and Official Enquiries

36.1. The Contractor will not make any press announcement regarding, or publicise, this Contract or any part thereof in any way, except with the express prior written consent of the Authority.

36.2. The Contractor will take reasonable steps to ensure that it’s Staff, servants, agents, sub-contractors, suppliers, professional advisors and consultants are aware of and comply with clause 36.1.
37. **Security Requirements**

37.1. The Contractor will comply, and will procure the compliance of its Staff, with the security standards required by the Authority for the provision of the Services and detailed in Schedule 6 (Security Management).

37.2. If the Contractor is able to demonstrate that a change or proposed change to the security standards will have a material and unavoidable cost implication to the Services it may submit a Change Request to the Authority. In doing so, the Contractor must support its request by providing evidence of the cause of any increased costs including the steps that it has taken to mitigate those costs. Any change to the Contract Price and/or Concession Charges will then be agreed in accordance with the Change Control Procedure.

38. **Business Continuity and Disaster Recovery**

38.1. The Parties will comply with the provisions of the BCDR Plan and the provisions of Schedule 10 (Business Continuity and Disaster Recovery).

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

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

39. **Crown Copyright**

39.1. Without prejudice to clause 40 (Intellectual Property Rights) below, the Contractor acknowledges and agrees that the copyright in the Publications, including the copyright which subsists in the typographical arrangement of a published edition, is vested in the Crown, and hereby:
39.1.1. assigns to the Authority on behalf of the Crown any Intellectual Property Rights it may have now, or in the future create:

39.1.1.1. in the Publications (including without limitation any Intellectual Property Rights created in any information, Documents or Materials developed by or on behalf of the Contractor which is used either exclusively or non-exclusively in the performance of the Services, or in any information provided to the Contractor from or on behalf of the Authority); and/or

39.1.1.2. in any Relevant Subscription and Standing Order List created by the Contractor in the performance of the Services;

39.1.2. irrevocably grants for the legal term of copyright a royalty free licence for the Authority after termination of this Contract to use and to permit others to use any information, Documents or Materials developed by or on behalf of the Contractor which is used non-exclusively in the performance of the Services for the sole purpose of publishing any Publications.

39.2. The Contractor:

39.2.1. acknowledges and agrees that the Authority has the sole right and responsibility to enforce Crown Copyright in the Publications;

39.2.2. undertakes to notify the Authority 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

39.2.3. agrees that it will, at the cost and expense of the Contractor, take part in or give assistance in respect of any legal proceedings where requested by the Authority and execute any documents and do any things reasonably necessary to protect the Crown Copyright or other Intellectual Property Rights in the Publications.
39.3. Subject to Clause 39.4 the Contractor has for the Term the non-exclusive right to print, publish and distribute the Publications and the Authority reserves all rights including without limitation:

39.3.1. the right to publish itself in any Format the material comprised in the Publications;

39.3.2. the right to publish itself or to license others to publish the information in the Publications in another Format (including in any Value Added Format); and

39.3.3. the right to license the re-use of such material in accordance with UK information policy as reflected in the Guidance issued by the Authority at the date of this Contract and which may be amended from time to time.

39.4. Notwithstanding Clause 39.3 and notwithstanding any amendments to the Guidance (but subject to Clause 60 (Step-In Rights)) during the Term no other person other than the Contractor will be licensed or otherwise afforded the right to print, publish and distribute (whether or not as a subcontractor or on behalf of the Authority) the Publications in any Format as the Official Publisher.

39.5. The Authority hereby licenses the Contractor to print, publish, market and sell the Publications in all Formats throughout the World during the Term.

39.6. No rights of copyright in the Publications will accrue to the Contractor under this Contract.

40. Intellectual Property Rights

40.1. All Intellectual Property Rights subsisting in any content, including any in any specifications, instructions, toolkits, plans, data, drawings, databases, the Legislation Website, Website, documents published on the Legislation Website, Web PDFs, Print-ready PDFs, patents, patterns, models, designs or other material (the "IP Materials"): 
40.1.1. furnished to or made available to the Contractor by or on behalf of the Authority will remain the property of the Authority; and

40.1.2. prepared by or for the Contractor on behalf of the Authority for use, or intended use, in relation to the performance by the Contractor of its obligations under this Contract will belong to the Authority, and the Contractor will not, and will ensure that the Staff do not, (except when necessary for the performance of this Contract) without prior Approval, use or disclose any Intellectual Property Rights in the IP Materials.

40.2. The Contractor hereby assigns to the Authority, with full title guarantee, all Intellectual Property Rights which may subsist in the IP Materials. This assignment will take effect on the date of this Contract or as a present assignment of future rights that will take effect immediately on the coming into existence of such Intellectual Property Rights. The Contractor will execute all documentation necessary to execute this assignment.

40.3. The Contractor will waive or procure a waiver of any moral rights arising pursuant to this Contract.

40.4. The Contractor will ensure that the third party owner of any Intellectual Property Rights including any such Intellectual Property Rights identified in Schedule 17 that are or which may be used in performing this Contract grants to the Authority a non-exclusive licence in respect of such Intellectual Property Rights or, if itself a licensee of those rights, will grant to the Authority an authorised sub-licence, to use, reproduce, modify, develop and maintain such Intellectual Property Rights. Such licence or sub-licence will be non-exclusive, perpetual, royalty free and irrevocable and will include the right for the Authority to sub-license, transfer, novate or assign to other Contracting Authorities, the Replacement Contractor or to any other third party supplying services to the Authority.

40.5. The Contractor will not infringe any Intellectual Property Rights of any third party in supplying the Services and the Contractor will, during and after the Term, indemnify and keep indemnified and hold the Authority
and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or the Crown may suffer or incur as a result of or in connection with any breach of this clause 40 (Intellectual Property Rights), except where any such claim arises directly from:

40.5.1. items or materials based upon designs supplied by the Authority; or
40.5.2. the use of data supplied by the Authority which is not required to be verified by the Contractor under any provision of this Contract.

40.6. The Authority will notify the Contractor in writing of any claim or demand brought against the Authority for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Contractor.

40.7. The Contractor will at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Contractor, provided always that the Contractor:

40.7.1. will consult the Authority on all substantive issues which arise during the conduct of such litigation and negotiations;
40.7.2. will take due and proper account of the interests of the Authority; and
40.7.3. will not settle or compromise any claim without the Authority’s prior written consent (not to be unreasonably withheld or delayed).

40.8. The Authority will at the request of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Authority or the Contractor by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Contractor’s obligations under this Contract and the Contractor will indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Contractor will not, however, be required to indemnify the Authority in
relation to any costs and expenses incurred in relation to or arising out of a claim, demand or action which relates to the matters in clause 40.5.1 or 40.5.2.

40.9. The Authority will not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the Authority or the Contractor in connection with the performance of this Contract.

40.10. If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with this Contract or in the reasonable opinion of the Contractor is likely to be made, the Contractor will notify the Authority and, at its own expense and subject to the consent of the Authority (not to be unreasonably withheld or delayed), use its best endeavours to:

40.10.1. modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein will apply mutates mutandis to such modified Services or to the substitute Services; or

40.10.2. procure a licence to use and supply the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Authority,

and in the event that the Contractor is unable to comply with clauses 40.10.1 or 40.10.2 within twenty (20) Working Days of receipt of the Contractor’s notification under clause 40.10, the Authority may terminate this Contract with immediate effect by notice in writing.

40.11. The Contractor grants to the Authority a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights that the Contractor owned or developed prior to the Commencement Date and which the Authority reasonably requires in order to exercise its rights and take the benefit of this Contract including
the Services provided. For the avoidance of doubt, all royalties, licence fees or similar expenses for the supply or use of any invention, process, drawing, model, plan or information in connection with this Contract will be deemed to have been included in the Contract Price.

41. Software and Escrow

41.1. As a precondition of entering into this Contract, the Contractor has deposited any bespoke code used or developed for the Services in escrow.

41.2. In circumstances where the Authority obtains the release of the bespoke code from escrow, the Contractor hereby grants to the Authority a perpetual, assignable, royalty-free and non-exclusive licence to use and support the bespoke code to the extent necessary for the performance of the Services or any replacement services for the Authority’s.

42. Audit

42.1. The Contractor will keep and maintain until six (6) years after the end of the Term full and accurate records of this Contract, including the Services supplied under it, all expenditure reimbursed by the Authority, and all payments made by the Authority. The Authority shall have the right to conduct audits of the Contractor's performance of its obligations under this Contract pursuant to this clause 41 (Audit) (an "Audit") and the Contractor will on request afford the Authority or the Authority’s representatives such access to those records as may be requested by the Authority.
42.2. Subject to the Authority's obligations of confidentiality, the Contractor will on demand provide the Authority (and/or its agents or representatives) with all reasonable co-operation and assistance in relation to each audit and shall make available to the Authority (without limitation):

42.2.1. all information requested by the Authority within the scope of the required audit;

42.2.2. the Contractor's audited accounts within thirty (30) days of the formal adoption of those accounts;

42.2.3. reasonable access to any premises, equipment or systems controlled by the Contractor (whether exclusively or non-exclusively) and used in the performance of the Services;

42.2.4. access to Contractor's Staff; and

42.2.5. any other information reasonably called for by the Authority.

42.3. The Parties agree that they will bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 42 (Audit), unless an audit identifies a material Default by the Contractor in which case the Contractor will reimburse the Authority for all the Authority's reasonable costs incurred in the course of that audit.

42.4. If an audit identifies that:

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

42.4.2. the Authority has overpaid any sum of money due to the Contractor under this Contract, the Contractor will pay to the Authority the amount overpaid within twenty (20) Working Days, the Authority may deduct the relevant amount from any sums due to the Contractor if the Contractor fails to make this payment;

42.4.3. the Authority has underpaid any sum of money due to the Contractor under this Contract, the Authority will pay to the Contractor within twenty (20) Working Days the amount of the underpayment less the
cost of audit incurred by the Authority if this was due to a Default by the Contractor in relation to invoicing.

CONTROL OF THIS CONTRACT

43. Transfer and Sub-Contracting

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

43.2. The Contractor will be responsible for the acts and omissions of its sub-contractors as though they are its own.

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

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

43.4.1. any Contracting Authority; or

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

43.4.3. any private sector body which substantially performs the functions of the Authority,

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

43.5. Any change in the legal status of the Authority such that it ceases to be a Contracting Authority will not, subject to clause 43.4, affect the validity of this Contract. In such circumstances, this Contract will bind and inure to the benefit of any successor body to the Authority.
43.6. If the rights and obligations under this Contract are assigned, novated or otherwise disposed of pursuant to clause 43.5 to a body which is not a Contracting Authority or if there is a change in the legal status of the Authority such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the “Transferee”):

43.6.1. the rights of termination of the Authority in clauses 56 (Termination on change of control and insolvency) and 57 (Termination on Default) will be available to the Contractor in the event of respectively, the bankruptcy or insolvency, or Default of the Transferee; and

43.6.2. the Transferee will only be able to assign, novate or otherwise dispose of its rights and obligations under this Contract or any part thereof with the prior consent in writing of the Contractor.

43.7. The Authority may disclose to any Transferee any Confidential Information of the Contractor under this Contract. In such circumstances the Authority will authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Contractor’s obligations under this Contract or to receive the Services and for no other purpose and will take reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

43.8. Each Party will at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the provisions of this Contract.
44. Waiver

44.1. The failure of either Party to insist upon strict performance of any provision of this Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy will not constitute a waiver of that right or remedy and will not cause a diminution of the obligations established by this Contract.

44.2. No waiver will be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause 7 (Notices).

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

45. Variation and Change Control

45.1. The terms and conditions of this Contract may only be amended in writing which is expressed to vary this Contract pursuant to this clause 45.1 and is signed by duly authorised representatives of the Parties (a “Variation”). No purported variation by any other means will bind the Parties.

45.2. Any Change to the Services or any aspect of the Services (including, without limitation, the Requirements, the Specification, the Performance Levels and including any matter within the scope of the Performance Monitoring and Service Level regime set out in Schedule 3 (Performance Monitoring and Service Levels)) shall be effected through the Change Control Procedure.
46. **Severability**

46.1. If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be severed and the remainder of the provisions of this Contract will continue in full force and effect as if this Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

47. **Remedies in the event of inadequate performance**

47.1. Where a complaint is received about the standard of Services or about the manner in which any Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Contractor’s obligations under this Contract, then the Authority will notify the Contractor, and where considered appropriate by the Authority, investigate the complaint. The Authority may, in its sole discretion, uphold the complaint and take further action in accordance with clause 57 (Termination on Default) of this Contract.

47.2. In the event that the Authority is of the reasonable opinion that there has been a material breach of this Contract by the Contractor, then the Authority may, without prejudice to its rights under clause 57 (Termination on Default), do any of the following:

47.2.1. without terminating this Contract, itself supply or procure the supply of all or part of the Services until such time as the Contractor will have demonstrated to the reasonable satisfaction of the Authority that the Contractor will once more be able to supply all or such part of the Services in accordance with this Contract;

47.2.2. without terminating the whole of this Contract, terminate this Contract in respect of part of the Services only (whereupon a corresponding reduction in this Contract Price will be made) and thereafter itself supply or procure a third party to supply such part of the Services; and/or
47.2.3. terminate, in accordance with clause 57 (Termination on Default),
the whole of this Contract.

47.3. The Contractor acknowledges and agrees that:

47.3.1. any Delay arising as a consequence to achieve a Milestone;

47.3.2. any Service Failure awarded a Performance Level of C1 (in
accordance with the provisions of Part A of Schedule 3),

47.3.3. any circumstances where ten per cent (10%) or more of Publications
within any four (4) Month period are classified as Service Failures
and awarded a Performance Level of C2; and

47.3.4. any persistent minor breach by the Contractor,

will each constitute a material breach, giving rise to the right on the
Authority to take such action under Clause 46.2 as it, in its absolute
discretion, determines.

47.4. Without prejudice to its right under clause 23 (Recovery of Sums Due),
the Authority may charge the Contractor for any costs reasonably
incurred and any reasonable administration costs in respect of the supply
of any part of the Services by the Authority or a third party to the extent
that such costs exceed the payment which would otherwise have been
payable to the Contractor for such part of the Services.

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

47.6.1. the Contractor fails to comply with clause 47.5 above and the failure is materially adverse to the interests of the Authority or prevents the Authority from discharging a statutory duty; or

47.6.2. the Contractor persistently fails to comply with clause 47.5 above,

the Authority may terminate this Contract with immediate effect by notice in writing.

48. Remedies Cumulative

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

49. Monitoring of Contract Performance

49.1. The Contractor will comply with the monitoring arrangements set out in Schedule 2 (Implementation), Schedule 3 (Performance Monitoring and Service Levels) and Schedule 5 (Governance and Reporting) including, but not limited to, providing such reports as more particularly detailed in Schedule 5 (Governance and Reporting) and such other data and information as the Contractor may be required to produce under this Contract.

50. Extension of Initial Contract Period

50.1. Subject to clause 24 (Price Adjustment on Extension of the Initial Contract Period), the Authority may, by giving written notice to the Contractor not less than three (3) month(s) prior to the last day of the Initial Contract Period, extend this Contract 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 Contract will apply (subject to any Variation or adjustment to the Contract Price pursuant to clause 24 (Price Adjustment on Extension of the Initial Contract Period) throughout any period of extension to the Term pursuant to this clause 50 (the “Extension Period”).

51. Entire Agreement

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

51.2. Subject to clause 51.4, each Party agrees that the only rights and remedies available to it arising out of or in connection with any statement, representation, warranty or undertaking (whether negligently or innocently made) will be for breach of contract as provided under the terms of this Contract.

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

51.3.1. these terms and conditions;

51.3.2. the Schedules; and

51.3.3. any other document referred to in this Contract.

51.4. Nothing in this clause will limit or exclude any liability for Fraud or fraudulent misrepresentation.
52. Counterparts

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

LIABILITIES, INDEMNITY AND INSURANCE

53. Liability

53.1. Neither Party excludes or limits liability to the other Party for:

53.1.1. death or personal injury caused by its negligence; or

53.1.2. Fraud; or

53.1.3. fraudulent misrepresentation.

53.2. Subject to clauses 53.3 and 53.4 the Contractor will indemnify the Authority and keep the Authority fully indemnified against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of:

53.2.1. the supply, or the late or purported supply, of the Services;

53.2.2. the performance or non-performance by the Contractor of its obligations under this Contract including any breach of contract or Default;

53.2.3. any breach by the Contractor or its sub-contractors of its obligations of confidentiality under this Contract;

53.2.4. the presence of the Contractor or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property;

53.2.5. financial loss arising from any advice given or omitted to be given by the Contractor; or

53.2.6. any other loss which is caused directly or indirectly by any act or omission of the Contractor.
53.3. The Contractor will not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is directly caused by the negligence or wilful misconduct of the Authority or directly caused by the breach by the Authority of its obligations under this Contract.

53.4. Subject always to clause 53.1, the liability of either Party hereunder will be subject to the following financial limits:

53.4.1. the total aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the property of the other under or in connection with this Contract will in no event exceed five million pounds (£5,000,000); and

53.4.2. the annual aggregate liability under this Contract, and the Parallel Contracts, of each Party for all Defaults (other than a Default governed by clause 39 (Crown Copyright), clause 40 (Intellectual Property Rights) or 53.4.1, will in no event exceed the greater of five (5) million pounds (£5,000,000) or one hundred and fifty per cent (150%) of the Contract Price paid or payable by the Authority to the Contractor in the year in which the liability arises.

53.5. Subject always to clause 53.1 and 53.2, in no event will either Party be liable to the other for any:

53.5.1. loss of profits, business, revenue or goodwill; and/or

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

53.5.3. indirect or consequential loss or damage.

53.6. This Contractor does not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct Default of the Contractor.
Employment Indemnity

53.7. The Contractor will indemnify the Authority against all losses that may arise as a result of any claims brought against the Authority by any of the Authority's employees or former employees and/or any of the Staff where such claim arises from any act or omission of the Contractor or any of its Staff.

54. Insurance

54.1. The Contractor will take out and maintain or procure the maintenance of the Insurances in accordance with the provisions of Schedule 7 (Insurance Requirements) and such Insurances will be maintained for a minimum of 6 (six) years following the expiration or earlier termination of this Contract.

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

54.3. The provisions of any Insurance or the amount of cover will not relieve the Contractor of any liabilities which arise under this Contract. It is the responsibility of the Contractor to determine the amount of insurance cover that is adequate to enable the Contractor to comply with its obligations under this Contract.

55. Warranties and Representations

The Contractor warrants and represents that:

55.1. it has, and shall at all relevant times during the Term have, full power, capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company), licences and
permits to enter into and perform its obligations under this Contract and that this Contract is executed by a duly authorised representative of the Contractor;

55.2. the Services shall be performed in compliance with this Contract;

55.3. the Contractor’s solution contained in the Contractor’s Tender is adequate to enable it to provide the Services in accordance with this Contract (including in accordance with all Service Levels);

55.4. the Contractor shall perform its obligations hereunder in a manner that complies with all applicable Law and shall notify the Authority immediately if it becomes aware of any non-compliance with any applicable Law;

55.5. its execution, delivery and performance of this Contract shall not:

55.5.1. constitute a violation of any Law or regulation by which the Contractor is bound, or of any judgement, order or decree of any court;

55.5.2. constitute a violation, breach or default under any contract to which the Contractor is a party or by which any of its assets are bound;

55.6. none of the events or circumstances described in clauses 56.1 and 56.2 is or are in effect in relation to the Contractor as at the Contract Date;

55.7. the Contractor is not aware, as at the Contract Date, of any matter or thing which will or might adversely affect its ability to perform its obligations under this Contract;

55.8. in entering this Contract it has not committed any Fraud;

55.9. as at the Contract Date, all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of this Contract;

55.10. no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or
might have a material adverse effect on its ability to perform its obligations under this Contract;

55.11. it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Contract;

55.12. 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 Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor’s assets or revenue;

55.13. at all relevant times, it owns, has obtained or is able to obtain, all rights or valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under this Contract;

55.14. the register described in paragraph 2.1.2 of Schedule 11 (Exit Management) and/or the Business Process Manual will be adequate to enable the Authority or the Replacement Contractor to provide the Services on termination or expiry of this Contract; and

55.15. in the three (3) years prior to the Contract Date:

55.15.1. it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;

55.15.2. it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and

55.15.3. it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under this Contract.
DEFAULT, DISRUPTION, TERMINATION AND STEP-IN

56. Termination on insolvency and change of control

56.1. The Authority may terminate this Contract with immediate effect by notice in writing where the Contractor is a company and in respect of the Contractor:

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

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

56.1.3. a petition is presented for its winding up (which is not dismissed within fourteen (14) days of its service) or an application is made for the appointment of a provisional liquidator or a creditors’ meeting is convened pursuant to section 98 of the Insolvency Act 1986; or

56.1.4. a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or

56.1.5. an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or

56.1.6. it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or

56.1.7. being a “small company” within the meaning of section 382 of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

56.1.8. any event similar to those listed in 55.1.1.1 - 56.1.7 occurs under the law of any other jurisdiction.
56.2. The Authority may terminate this Contract with immediate effect by notice in writing where the Contractor is an individual and:

56.2.1. a petition is presented and not dismissed within fourteen (14) days or an order is made for the Contractor’s bankruptcy or for the sequestration of the Contractor’s estate; or

56.2.2. a receiver, or similar officer is appointed over the whole or any part of the Contractor’s assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or

56.2.3. the Contractor is apparently insolvent, or makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignation for the benefit of creditor; or

56.2.4. if an administrator or trustee is appointed to manage the Contractor’s affairs; or

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

56.2.6. he dies or is adjudged incapable of managing his affairs within the meaning of the Adults with Incapacity (Scotland) Act 2000; or

56.2.7. he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or

56.2.8. any event similar to those listed in 55.2.2 - 55.2.8 occurs under the law of any other jurisdiction.

56.3. The Contractor will notify the Authority immediately if the Contractor undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988 ("change of control"). The Authority may terminate this Contract by notice in writing with immediate effect within six (6) months of:

56.3.1. being notified that a change of control has occurred; or
56.3.2. where no notification has been made, the date that the Authority becomes aware of the change of control, but will not be permitted to terminate where an Approval was granted prior to the change of control.

57. Termination on Default

57.1. The Authority may terminate this Contract by written notice to the Contractor with immediate effect if the Contractor commits a Default and if:

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

57.1.2. the Default is not, in the opinion of the Authority, capable of remedy; or

57.1.3. the Default is a material breach of this Contract.

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

57.3. If the Authority fails to pay the Contractor undisputed sums of money when due, the Contractor will notify the Authority in writing of such failure to pay. If the Authority fails to pay such undisputed sums within ninety (90) Working Days of the date of such written notice, the Contractor may terminate this Contract in writing with immediate effect, save that such right of termination will not apply where the failure to pay is due to the Authority exercising its rights under clause 23 (Recovery of Sums Due).
57.4. If any of the events set out in Clauses 56 or 57.1 occur, the Authority may instead of terminating this Contract, take any of the following actions:

57.4.1. without terminating this Contract, exercise its rights of Step-In under clause 60 (Step-In Rights);

57.4.2. terminate this Contract in respect of part of the Services only, and thereafter itself provide or procure the provision by a third party of that part of the Services.

58. Termination for Convenience by the Authority

58.1. The Authority will have the right to terminate this Contract for convenience at any time by giving three (3) Months’ written notice to the Contractor.

58.2. Where the Authority terminates this Contract for convenience pursuant to clause 58.1, an Early Termination Payment shall be payable to the Contractor by the Authority within thirty (30) days of Receipt of a valid invoice comprising the unamortised component of the Technology Costs, and shall be calculated as set out in Schedule 9 (Charging and Invoicing) based on the number of months remaining between the expiry date of the Termination for Convenience notice and the balance of an assumed Contract Term of five (5) years.

58.3. The Contractor warrants that the Early Termination Payment shall not involve double counting by the inclusion of Charges due and payable under Schedule 9 (Charging and Invoicing) accrued at the date of termination pursuant to clause 58.

58.4. For the avoidance of doubt, the Authority shall be entitled to set off any outstanding undisputed liabilities of the Contractor against the Early Termination Payment determined pursuant to clause 58.3 in accordance with the Authority’s rights set out in this Contract.
59. **Consequences of Expiry or Termination**

59.1. Where the Authority terminates this Contract under clause 57 (Termination on Default) and then makes other arrangements for the supply of Services, the Authority may recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Term. The Authority will take reasonable steps to mitigate such additional expenditure.

59.2. Where this Contract is terminated under clause 57 (Termination on Default), no further payments will be payable by the Authority to the Contractor (for Services supplied by the Contractor prior to termination and in accordance with this Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under this clause.

59.3. The Authority will not be liable to pay any sum which:

59.3.1. was claimable under insurance held by the Contractor, and the Contractor has failed to make a claim on such insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy;

59.3.2. when added to any sums paid or due to the Contractor under this Contract, exceeds the total sum that would have been payable to the Contractor if this Contract had not been terminated prior to the expiry of the Term; or

59.3.3. is a claim by the Contractor for loss of profit, due to early termination of this Contract.

59.4. Save as otherwise expressly provided in this Contract:

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

59.4.2. termination of this Contract will not affect the continuing rights,
remedies or obligations of the Authority or the Contractor under
clauses 22 (Payment and VAT), 23 (Recovery of Sums Due), 26
(Prevention of Corruption), 32 (Data Protection Act), 33 (Official
Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989), 34
(Confidential Information), 35 (Freedom of Information), 39 (Crown
Copyright), 40 (Intellectual Property Rights), 41 (Software and
Escrow), 42 (Audit), 48 Remedies Cumulative), 53 (Liability and
Indemnity), 54 (Insurance), 59 (Consequences of Expiry or
Termination), 60 (Step-In), 62 (Recovery upon Expiry or
Termination) and 65 (Governing Law and Jurisdiction).

60. Step-In Rights

60.1. The Authority shall have the right to itself take back control of, or appoint
a third party to provide, the Services or any part thereof ("Step-In
Rights") in the following circumstances:

60.1.1. there is a Default entitling the Authority to terminate in accordance
with clause 57.1.

60.1.2. there is a Default by the Contractor that is materially preventing or
materially delaying the performance of the Services or any part of
the Services;

60.1.3. there is a Delay that has or the Authority reasonably anticipates will
result in the Contractor’s failure to provide the Initial Service by its
Milestone Date;

60.1.4. there is a Delay that has or the Authority reasonably anticipates will
result in the Contractor’s failure to provide the Full Service by its
Milestone Date;
60.1.5. there is a Force Majeure event which materially prevents or materially delays the performance of the Services or any part of the Services;

60.1.6. because a serious risk exists to the health or safety of persons, property or the environment;

60.1.7. to discharge a statutory duty;

60.1.8. on the occurrence of an Insolvency Event in respect of the Contractor; and/or

60.1.9. because a Regulatory Body has advised the Authority that the exercise by the Authority of its rights under this clause is necessary.

**Action To Be Taken Prior To Exercise Of The Right Of Step-in**

60.2. Before the Authority exercises its Step-in Rights under this clause 60 (Step-In Rights) it may at its option permit the Contractor the opportunity to demonstrate to the Authority's reasonable satisfaction within any such time (if any) as the Authority in its absolute discretion considers reasonable, having regard to the nature of the Default, that the Contractor is still able to provide the Services in accordance with the terms of this Contract and/or remedy the circumstances giving rise to the right to step-in without the requirement for the Authority to take action provided that nothing shall limit the Authority’s right to step-in where it reasonably determines that action should be taken immediately.

60.3. If the Authority decides to exercise its Step-in Rights without following the steps set out in clause 59.2, or having followed the steps in clause 59.2 the Authority is not satisfied with the Contractor's demonstration pursuant to that clause 60.2, the Authority may:

60.3.1. where the Authority considers it expedient to do so, require the Contractor by notice in writing to take those steps that the Authority considers necessary or expedient to mitigate or rectify the state of affairs giving rising to the Authority’s right to step-in;
60.3.2. appoint any person to work with the Contractor in performing all or a part of the Services (including those provided by any sub-contractor); or

60.3.3. take the steps that the Authority considers appropriate to ensure the performance of all or part of the Services (including those provided by any sub-contractor).

60.4. The Contractor will co-operate fully and in good faith with the Authority, or any other person appointed in respect of clause 60.3.2, and will adopt any reasonable methodology in providing the Services recommended by the Authority or that person.

**Exercise of the Right of Step-in**

60.5. If the Contractor fails to act in accordance with Authority’s proposed course of action under Clause 60.3, then the Authority may take action under this clause either through itself or with the assistance of third party contractors.

60.6. If the Authority takes action pursuant to clause 60.5, the Authority will serve notice ("**Step-in Notice**") on the Contractor. The Step-in Notice will set out the full details and reasons for the action the Authority proposes to take.

60.7. Following service of a Step-in Notice, the Authority will:

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

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

60.7.2.1. the Contractor will not be obliged to provide the Services to the extent that they are the subject of the Required Action;
60.7.2.2. the Authority will pay to the Contractor the Contract Price after the deduction of any applicable Service Credits and the Authority's costs of taking the Required Action.

60.8. Before ceasing to exercise its Step-in Rights under this clause the Authority will deliver a written notice to the Contractor ("Step-Out Notice"), specifying the Required Action it has actually taken and the date on which the Authority plans to end the Required Action ("Step-Out Date"), subject to the Authority being satisfied with the Contractor's ability to resume the provision of the Services and the Contractor's plan developed in accordance with clause 60.9.

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

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

60.11. The Contractor will bear its own costs in connection with any Step-In by the Authority under this clause 60 (Step-In Rights).
61. Disruption

61.1. The Contractor will take reasonable care to ensure that in the performance of its obligations under this Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.

61.2. The Contractor will immediately inform the Authority of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under this Contract.

61.3. In the event of industrial action by the Staff, the Contractor will seek Approval to its proposals to continue to perform its obligations under this Contract.

61.4. If the Contractor’s proposals referred to in clause 61.3 are considered insufficient or unacceptable by the Authority acting reasonably, then this Contract may be terminated with immediate effect by the Authority by notice in writing.

61.5. If the Contractor is temporarily unable to fulfil the requirements of this Contract owing to disruption of normal business of the Authority, the Contractor may request a reasonable allowance of time and in addition, the Authority will reimburse any additional expense reasonably incurred by the Contractor as a direct result of such disruption.

62. Recovery upon Termination

62.1. On the termination of this Contract for any reason, the Contractor will:

62.1.1. immediately return to the Authority all Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or subcontractors, which was obtained or produced in the course of providing the Services;
62.1.2. immediately deliver to the Authority all Property (including materials, documents, information and access keys) provided to the Contractor under clause 18 (Property). Such property will be handed back in good working order (allowance will be made for reasonable wear and tear);

62.1.3. fully assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to the Replacement Contractor and/or the completion of any work in progress; and

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

62.2. If the Contractor fails to comply with clause 62.1.1 or 62.1.2, the Authority may recover possession thereof and the Contractor grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Contractor or its permitted suppliers or sub-contractors where any such items may be held.

63. Exit Management

63.1. The Contractor will comply with the Exit Management requirements set out in Schedule 11 (Exit Management).

63.2. The Contractor will not, without the Authority's consent, encumber any Contractor Equipment in any way which would require the consent of a third party to the exercise by the Authority of its rights under Schedule 11 (Exit Management) or which would in any other way restrict the exercise by the Authority of its rights under that this clause or Schedule 11 (Exit Management).
63.3. Unless the Authority otherwise requires, during the time between service of a notice of termination of this Contract, or for partial termination in accordance with clause 57.4.2, and such termination or exercise taking effect, the Contractor will take all steps, which are necessary and consistent with its continuing obligations, to mitigate any losses, costs, liabilities and expenses which the Contractor may incur as a result of the termination.

64. Force Majeure

64.1. Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party will use all reasonable endeavours to continue to perform its obligations under this Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under this Contract for a period in excess of three (3) months, either Party may terminate this Contract with immediate effect by notice in writing.

64.2. Any failure or delay by the Contractor in performing its obligations under this Contract which results from any failure or delay by an agent, sub-contractor or supplier will be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded by Force Majeure from performing its obligations to the Contractor.

64.3. The exercise by the Authority of its rights under clause 60 (Step-In Rights) will not be deemed a Force Majeure event.

64.4. The Contractor shall not claim Force Majeure to the extent that the event or circumstances triggering the invocation of Force Majeure are within the scope or contemplation of the BCDR Plan, or where the Contractor is required to comply with the BCDR Plan but has failed to do so.
64.5. The Party seeking to exempt itself from liability by virtue of this clause 64 (Force Majeure) (the “Affected Party”) will give written notice to the other Party within twenty-four (24) hours of becoming aware of Force Majeure, any such notice to include details of the Force Majeure together with evidence of its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.

64.6. As soon as practicable following after the Affected Party's notification, the Parties will consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of Force Majeure and to facilitate the continued performance of this Contract. Where the Contractor is the Affected Party, it will take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of Force Majeure.

64.7. The Affected Party will notify the other Party as soon as practicable after the Force Majeure ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract. Following such notification, this Contract will continue to be performed on the terms existing immediately before the occurrence of the Force Majeure unless agreed otherwise by the Parties.

DISPUTES AND LAW

65. Governing Law and Jurisdiction

65.1. Subject to the provisions of clause 66 (Dispute Resolution) the Authority and the Contractor accept the concurrent jurisdictions of the Scottish Courts and the English Courts and agree that this Contract and all non-contractual obligations and other matters arising from or connected with it are to be governed by and construed in accordance with Scots Law.
66. Dispute Resolution

66.1. Any complaint or dispute arising out of or in connection to the provision of the Services or any obligations of the Parties under this Contract will be dealt with in accordance with Schedule 12 (Dispute Resolution).

67. Government Transparency

67.1. The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOISA, the content of this Contract is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOISA. Notwithstanding any other term of this Contract, the Contractor hereby gives consent for the Authority to publish this Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOISA redacted) including from time to time agreed Changes to this Contract, to the general public.

67.2. The Authority may consult with the Contractor to inform its decision regarding any exemptions but the Authority shall have the final decision in its absolute discretion.

67.3. The Contractor shall assist and cooperate with the Authority to enable the Authority to publish this Contract.

67.4. The Contractor acknowledges and agrees that the Contractor’s copyright subsisting in any information contained within the Contract and published pursuant to clause 67.1 will be made available to the public for reuse under the Open Government Licence.
IN WITNESS WHEREOF these presents consisting of this and the 87 preceding pages together with the 17 schedules annexed and subscribed as relative hereto are executed as follows:

SIGNED for and on behalf of

Authority

Signature.................................
Name.................................
Position.................................
Date........................................
Place (town)........................................
Witness........................................
Full name........................................
Address........................................

SIGNED for and on behalf of

Contractor

Signature.................................
Name.................................
Position.................................
Date........................................
Place (town)........................................
Witness........................................
Full name........................................
Address........................................
This page left intentionally blank.
Capture, Transformation and Dissemination Services for Scottish Legislation and Associated Products

SCHEDULE 1
SPECIFICATIONS
# Table of Contents

1  HIGH LEVEL REQUIREMENTS  
   1.1  HUMAN RESOURCES  
   1.2  QUALITY MANAGEMENT  
   1.3  INCIDENT REPORTING  

2  SERVICE DEVELOPMENT  
   2.1  OVERALL APPROACH  
   2.2  MANAGING SERVICE DEVELOPMENT  
   2.3  SUPPLIERS AND SUB-CONTRACTORS  

3  DATA STANDARDS FOR LEGISLATION  
   3.1  OPEN STANDARDS AND OPEN SOURCE  
   3.2  USE OF OPEN STANDARDS  
   3.3  REPRESENTING LEGISLATION AS DATA  
   3.4  THE CROWN LEGISLATION MARKUP LANGUAGE  
   3.5  EXPLANATORY NOTES MARKUP LANGUAGE  
   3.6  EXPLANATORY MEMORANDA / EXECUTIVE NOTES TO SUBORDINATE LEGISLATION  

4  CAPTURE  
   4.1  PROTECTIVELY MARKED INFORMATION  
   4.2  PRIMARY LEGISLATION  
       4.2.1  SCOTLAND  
   4.3  SECONDARY LEGISLATION  
       4.3.1  THE SI TEMPLATE  
   4.4  SUPPORTING DRAFTERS OF LEGISLATION  
       4.4.1  SUBMISSION AND VALIDATION SERVICE  
   4.5  IMPACT ASSESSMENTS  
   4.6  DEPLOYMENT FROM EDITORIAL SYSTEM  
       4.6.1  DEPLOYMENT OF TOES  

5  TRANSFORMATION  

6  DISSEMINATION: WEBSITE, API AND LINKED DATA  
   6.1  LEGISLATION.GOV.UK  
   6.2  USABILITY  
   6.3  USER INTERFACE  
   6.4  WEBSITE FUNCTIONALITY  
       6.4.1  NAVIGATION  
       6.4.2  VIEW  
       6.4.3  SEARCH  
       6.4.4  BROWSE  
   6.5  ACCESSIBILITY  
   6.6  WEBSITE ANALYTICS  

Schedule 1 92
ANNEX B - LEGISLATION FORMATS & LOCATION OF IMPRINTS & BARCODES

B.1 Formats for Scottish Statutory Instruments

B.2 Formats for Scottish Acts of Parliament
1 HIGH LEVEL REQUIREMENTS

1 The Contractor shall create a long term solution for the delivery of services for the capture, transformation and dissemination of legislation, which is open, transparent and environmentally, economically and socially sustainable.

2 The Contractor shall operate these services within the broader processes for managing legislation. In order to operate effectively the Contractor shall understand these broader processes. The Contractor shall deliver outputs or services at every stage of the capture, transformation, dissemination process, as shown in Figure 1.

3 The Contractor shall guarantee production systems resilience in the delivery of the services.

4 The Contractor shall support changing service needs, adjusting its processes to meet the requirements of an ever-evolving legislative environment. The Contractor shall respond flexibly and quickly to the changing service requirements of the Scottish Parliament and Scottish government departments over the Term. The Contractor and the Authority acknowledge that changing service requirements may entitle a party to exercise its rights under Schedule 8.
5 In addition to the services specified in Schedule 1, the Contractor shall create and operate a web-based product serving customised feeds of legislation data. Feeds will be provided to customers on a specified time and date in the preferred format. The findings [of user research for [Bespoke Legislation Product] which will be made fully available to the Authority, indicate that this service could be aimed at specific industry sectors, such as education and construction, where there is a demand for a highly customised, relevant service to help customers keep up to date with Scottish legislation.

6 The Authority acknowledges and agrees that the representations contained in Clauses 55.3 and 55.9 in relation to the Contractor’s Tender responses concerning Requirements and Specifications are qualified or varied by the terms of this Schedule 1, whose terms have been based on review, negotiation and final agreement between the Authority and the Contractor conducted in the period between the date of selection of the Contractor as the supplier to enter into this Contract, and the Contract Date.

1.1 HUMAN RESOURCES

1 The Contractor shall provide skilled and experienced staff to deliver the services. The Contractor shall make available to the Authority a dedicated Contract Manager and a Publishing Manager or Executive for each of the four jurisdictions.

2 The Contractor shall identify all the requirements and innovations that constitute the Deliverables and each will be assigned and communicated to the teams involved.

3 The Contractor shall undertake a twice yearly review of all staff delivering the services to assess training needs against the evolving delivery requirements of the contract and to develop training plans on this basis.

1.2 QUALITY MANAGEMENT

1 The Contractor shall ensure every element of the delivery of the services is subject to rigorous performance monitoring in accordance with the Performance Monitoring System.

2 The Contractor shall measure its service delivery performance against criteria in a Performance Monitoring System. The Performance Monitoring System shall meet the ISO 9001 standard and be third-party certificated by the British Standards Institute.

3 The Contractor shall quality manage suppliers, partners and third-party contractors to the same quality standards it operates itself.

4 The Contractor shall hold a quarterly internal forum to improve and enhance the services delivery. The Contractor shall ensure instances of non-conformance are logged in the Performance Monitoring System and investigated, corrected and the cause established in order to implement remedial action and prevent recurrence. The Contractor shall ensure client or sponsor dissatisfaction is answered in accordance with the Performance Monitoring System and, depending on the circumstances, action will be take immediately or to a timescale agreed to reach a resolution in accordance with the Performance Monitoring System. Analysis and supporting documentation will be provided to the Authority in accordance with the Performance Monitoring System.
5 The Contractor shall ensure complaints received in writing from the Authority, representatives of the Parliaments and Assemblies or service users from government departments to the contract management team are logged in the Performance Monitoring System. If the complaint cannot be resolved immediately, the Contractor shall issue a holding response and give an estimated timeline for resolution in accordance with the Performance Monitoring System. The Contractor shall assign the complaint to a team leader for resolution and give the complainant a formal response outlining the cause of the complaint and the resolution or remedial action that will be taken.

6 The Contractor shall report complaints to the Authority in a monthly Performance Monitoring Report. The Contractor will identify trends shown and highlight exceptions for discussion with Authority.

1.3 INCIDENT REPORTING

1 The Contractor shall notify the Authority immediately should a major event render the Contractor unable to temporarily fulfil the service standards expected, and launch an internal investigation.

2 Contractor shall provide the Authority with an Incident Report for any major event. The report into what caused any such occurrence should be provided within two weeks of the incident. This should also detail whatever preventative/remedial action the Contractor intends to take to prevent a re-occurrence.

3 The Contractor shall supply the Authority with server logs in the case of loss of availability of legislation.gov.uk, for the period of the incident, and statistical information about the downtime, including an estimate of the number of affected users.

4 The Contractor shall adopt the following process in the event of unanticipated downtime:

a. The IT Helpdesk is notified either manually or via the monitoring facilities and logs the issue.

b. The IT Helpdesk will identify which services are affected.

c. The IT Helpdesk will notify the Account Manager, who will notify The Authority immediately of the outage.

d. The IT Helpdesk will identify the root cause of the issue (i.e. internet line down, power failure, fire, etc).

e. The IT Helpdesk will assess whether the service can be restored using alternative resources using the BCP and DR procedures that are in place for the service. If this is possible, the service will be restored as soon as possible but subject to the agreed Recovery Time Objective (RTO).

f. Address the route issue and obtain an ETA on resolution.

g. Communicate the ETA to Account Manager, who will notify The Authority about the expected length of downtime.
5 A full report will be produced after the unanticipated downtime, identifying:
   a. the length of downtime,
   b. root cause,
   c. all systems concerned,
   d. a log of all events from notification of downtime to resolution,
   e. details of restored data points if any, and any data loss,
   f. recommendations to prevent a repeat of the event.

6 The Contractor shall then implement the recommendations to prevent the repeat of the event.
2 SERVICE DEVELOPMENT

2.1 OVERALL APPROACH

1. The Contractor shall identify and act on opportunities for service development and improvement, including changes in practices, process and workflow tools wherever improvements in technology or opportunities for innovation allow and where this enables cost savings for the Authority and Sponsoring Departments.

2. The Contractor shall respond to externally driven requirements and develop the shape of the services, introducing new service lines and ceasing old ones. The Contractor and the Authority acknowledge that changing service requirements may entitle a party to exercise its rights under Schedule 8.

3. The Contractor shall respond to service development requirements of the Authority and adopt an approach to developing and delivering projects that enables the best use of the expertise at the Authority.

4. The Contractor shall make available 100 developer days per 12 month period of the Term free of charge within the Contract Price as part of the service offering, to be used at the discretion of the Authority. The 100 developer days will be a combined total across the three Parallel Contracts. The Contractor shall provide these services on the basis that each 100 days, whether fully taken up by the Authority or not, expire at the end of the first 12 month period, and then a new 100 day offering commences for each successive 12 month period.

5. The Contractor shall make improvements which are an essential part of its delivery method (i.e. opportunities to streamline workflows to meet evolving requirements or to use newly available technologies) at no extra cost. The Contractor and the Authority acknowledge that changing service requirements may entitle a party to exercise its rights under Schedule 8.

6. The Contractor shall ensure that improvements to its delivery method or to the assets owned by The Authority will use open standards, open source tools where possible, and will be made and remain open and transparent in accordance with the Sections 3.1 and 3.2 of Schedule 1.

7. The Contractor shall use its knowledge of the legislation workflows to continuously review and analyse early indications of changing requirements in order to present appropriate solutions and improvements. The Contractor and the Authority acknowledge that changing service requirements may entitle a party to exercise its rights under Schedule 8.

2.2 MANAGING SERVICE DEVELOPMENT

1. The Contractor shall deliver improvements to the service using either agile or structured (PRINCE2) project management methodologies.

2. The Contractor shall schedule regular meetings including contract liaison contact, programme or project board, and operational meetings, with key Authority staff. The Contractor shall arrange workshops with key Authority staff to enable collaboration, knowledge-sharing, design discussions and the sharing of ideas.
3 The Contractor shall make use of collaboration tools to share project management information with The Authority, wherever practical.

4 The Contractor shall ensure that all change controls and technology releases are presented to the Authority at the earliest possible moment and will require Authority expert user testing, sign off and approval before implementation.

2.3 SUPPLIERS AND SUB-CONTRACTORS

1 The Contractor shall maintain strong relationships with key equipment suppliers and technology service providers across the industry.

2 The Contractor shall hold regular review meetings with existing and potential suppliers and sub-contractors.

3 The Contractor shall engage, in agreement with the Authority, an expert behavioural research and web usability consultancy. The expert behavioural research and web usability consultancy will support the Contractor to create and manage the Ask the User Panel and monitor and maintain it over the Term. Any other work with the expert behavioural research and web usability consultancy will be at the agreed cost of the Authority and conducted on a project by project basis.

4 The Contractor shall engage, in agreement with the Authority, enter into agreements, at the agreed cost of the Authority, on a project by project basis with organisations at the cutting edge of Semantic Web and Linked Data technologies that will be available for delivery of service improvements. The Contractor and the Authority acknowledge that changing service requirements may entitle a party to exercise its rights under Schedule 8.
3 DATA STANDARDS FOR LEGISLATION

3.1 OPEN STANDARDS AND OPEN SOURCE

1 The Contractor shall operate in line with the Government’s policy for the use of open standards, open source software and re-use.


3 The Contractor shall use open standards in accordance with this Schedule for representing legislation and associated documents as data.

4 The Contractor shall transform legislation data using systems, processes and tools that adhere to open standards in accordance with this Schedule and support W3C Recommendations and best practices.

5 The Contractor shall use open source tools wherever possible and where this does not negatively impact on service robustness or availability.

6 The Contractor shall develop data, algorithms, transformations and software routines for The Authority using open standards and where practical using open source software.

7 The Contractor shall make algorithms, transformations and software routines developed under this Contract freely available under an open licence. Where the intellectual property rights reside with the Crown, data, algorithms, transformations and software routines, will be made available under the terms of the Open Government Licence.

8 The Contractor shall maintain an awareness and understanding of standards development issues as they relate to the services described in this Schedule 1 in order to ensure its service delivery always conforms to open standards.

9 The Contractor shall ensure its developers are encouraged to apply open standards routinely, as appropriate, in all development and improvement work on the legislation workflows for the Authority.

3.2 USE OF OPEN STANDARDS

1 The Contractor shall make use of open standards for publishing legislation on the web, using XHTML, XML, JSON, PDF and RDF.

2 The Contractor shall make use of open standards for transforming the data from one format to another, using open standards such as XSLT and XQuery.

3.3 REPRESENTING LEGISLATION AS DATA

1 The Contractor shall use XML to represent legislation as data.

2 The Contractor shall ensure previously valid documents against a markup language used in the delivery of the services should remain valid against subsequent versions of that markup language.

3 During the Term there may be changes to the layout rules for any of the types of legislation or associated document modelled by a markup language, or new types of legislation or document may be introduced. If this occurs, the Contractor shall propose changes to the relevant markup language so that it remains a comprehensive encoding for all types of legislation and associated document in Scotland.

4 The data shall conform to the Crown Legislation Markup Language and associated XML schema. The Crown Legislation Markup Language represents the structure of legislation documents and enables their presentation in different formats. The schema enables representations of legislation to be verified as complying with the rules of the Crown Legislation Markup Language.

5 The Contractor shall ensure that business rules, such as those used for validating legislative documents and returning human-readable error messages, are created and maintained using standard XML schema languages such as W3C XML Schema or ISO Relax-NG, in conjunction with ISO Schematron (or an equivalent).

6 Transformation routines that directly adapt legislation data from one format to another shall be created and maintained using XML open standards-based technologies, namely XSLT, XSL-FO and XQuery.

7 Metadata, such as bibliographic or provenance information, shall be represented using the RDF data model and serialised using RDF/XML.

8 The Contractor shall ensure that Legislation is presented on the web at legislation.gov.uk using conformant XHTML, and as a minimum for PDFs, ISO standard 32001-1, or their successors.

9 To ensure a clear and transparent audit trail for the processing of legislation data, the Contractor shall publish the source files that they receive, the transformation routines applied to those source files to convert the data to XML or between XML formats, and the end results of those transformations, with machine-readable provenance information that describes what algorithms were applied by the Contractor to the legislation data, by whom, and at what point in time.

10 The Contractor shall use a content management system (CMS) to manage version control and provide an end to end audit trail for legislation documents.

11 The Contractor shall ensure all interventions to CLML instance documents are made using an XML interface that adds data change information to the audit trail.

12 The Contractor shall ensure data capture performance checks include full audit trails for submission of content by drafters for validation, registration and publication, with key information such as security levels. Laid, made and coming into force dates will be logged and flagged as triggers for sequential events in the workflow.
13 The Contractor shall use an open standard model for describing provenance information.

14 The Contractor shall make use of PRONOM Unique Identifiers (http://www.nationalarchives.gov.uk/aboutapps/pronom/puid.htm) to specify the various file formats that are used throughout the capture, transformation and dissemination publishing process for legislation as part of a machine-readable audit trail and to represent provenance information.

### 3.4 THE CROWN LEGISLATION MARKUP LANGUAGE


2 When developing and maintaining the Crown Legislation Markup Language, the Contractor shall ensure that it continues to be capable of describing all existing and new legislation data both in revised and original or as enacted versions.

3 The Contractor shall ensure that it is possible to typeset legislation documents from Crown Legislation Markup Language compliant data.

4 The Contractor shall ensure that the Crown Legislation Markup Language supports metadata at different levels of the document structure (e.g. whole Act, Part, Section, etc.).

5 The Contractor shall ensure that the Crown Legislation Markup Language schema is modular in design and conforms to relevant international standards and UK Government guidelines.

6 The Contractor shall assess the impact of any change to the Crown Legislation Markup Language on the conversion process of new legislation to SLD-ML.

7 The Contractor shall ensure any changes made to the Crown Legislation Markup Language are reflected in the transformation process.

8 The Contractor shall supply details of any changes to the Crown Legislation Markup Language to the maintainers of the Editorial System.

9 The Contractor shall assess the impact of any proposed change to the SLD-ML on the transformation routine for SLD-ML to Crown Legislation Markup Language.

10 The Contractor shall be proactive in seeking comments and improvements to the Crown Legislation Markup Language from the Authority, key stakeholders and our own legislation teams.

11 The Contractor shall support a development board for the Crown Legislation Markup Language. This will meet annually to review and consolidate the evolution of the Markup Languages.

12 In the event of any changes to the layout rules for legislation, the Contractor’s designated business owner for the CLML will manage changes to the schema modules and associated workflows by initiating an impact analysis to investigate the impacts of requested changes to the CLML. The impact analysis would be shared with the Authority and any changes will be made only with Authority’s agreement. The Contractor will then implement that change, ensuring that any amendments are
backwards-compatible and that existing instances of CLML would still be valid. In addition, work would be undertaken to amend the output XSLT and CSS used to render the data for legislation.gov.uk.

13 The Contractor shall maintain the documentation. Assuming the creation of a working group for change management of the schema, the Contractor shall, as part of the change process, disseminate any changes to the documentation to that working group for comments before releasing it. Additionally, if changes to the schema or documentation require additional example documents to be created the Contractor shall do so and also circulate those.

14 For version control the Contractor shall, in addition to the latest version, continue to publish all previous versions. The Contractor shall publish a summary of any changes on the website along with the documentation and also detail the changes within the documentation itself.

3.5 EXPLANATORY NOTES MARKUP LANGUAGE

1 The Contractor shall create and provide a schema for the Explanatory Notes Markup Language. This must be available under an open licence or the rights to that schema must be assigned to the Crown at no additional cost. This may make extensive use of modules from the Crown Legislation Markup Language.

2 The Contractor shall ensure that all Explanatory Notes are held using EN-ML.

3.6 EXPLANATORY MEMORANDA / EXECUTIVE NOTES TO SUBORDINATE LEGISLATION

1 The Contractor shall assign an XML content analyst to analyse the existing EM (UK and NI) and EN (Scotland) dataset and to model their common content structures in order to evaluate the creation of an Explanatory Memoranda Markup Language.

2 The Contractor shall bring forward a recommendation that improves the publishing of these documents. The resulting schema from any work to create an Explanatory Memoranda Markup Language will be documented and assigned to the Crown at no additional cost.
4 **CAPTURE**

1. The Contractor shall provide an easy route of ingest for legislation and associated documents (Explanatory Notes, Explanatory Memoranda, Impact Assessments, and Correction Slips) into the publishing process.

2. The Contractor shall maintain and support the tool used by Sponsoring Departments for drafting Scottish Statutory Instruments (the SI Template) including training and support for users of the drafting tool.

3. The Contractor shall provide a system that converts documents drafted using the SI Template to the Crown Legislation Markup Language (CLML), and then validate documents prior to publishing against the schema to ensure integrity of the data.

4. The Contractor shall ingest revised legislation from the Editorial System into the publishing process for the legislation.gov.uk website.

4.1 **PROTECTIVELY MARKED INFORMATION**

1. The Contractor shall adhere to all mandatory Government security requirements as defined in the Security Policy Framework (SPF) for the operation of these services as documented at:

   [http://www.cabinetoffice.gov.uk/media/207318/hmg_security_policy.pdf](http://www.cabinetoffice.gov.uk/media/207318/hmg_security_policy.pdf). For this purpose, where necessary, the Authority will issue the Contractor with a Security Aspects letter in accordance with the X List requirements.

2. The Contractor shall receive, transmit, store, account for, process and destroy protectively marked information in accordance with the requirements of the Security Policy Framework.

3. The Contractor shall operate within an assured network such as GSi/GSX/GSE and have demonstrated a comprehensive understanding of the Government’s data handling and information security requirements as documented at:

   [http://www.buyingsolutions.gov.uk/services/Communications/GSi/GSiCommunities/](http://www.buyingsolutions.gov.uk/services/Communications/GSi/GSiCommunities/) and

4. The Contractor shall seek formal HMG Accreditation of its Government Secure Extranet (GSE) connection and associated information systems that are required to hold data up to RESTRICTED.

5. The Authority shall fulfil the Accreditor function and the Contractor shall be responsible for the production and ongoing maintenance of the Risk Management and Accreditation Documentation Set (RMADS), including updates to reflect:

6. changes to the Contractor’s systems or infrastructure.

7. changes to the Contractor’s risk assessment including any new risks that are identified through IT Security Health Checks (ITSHC) or similar.

8. changes to current HM Government Information Assurance standards or technical guidance.

9. The Contractor shall maintain compliance with the GSE Code of Connection.
10 The Contractor shall conduct IT Security Health Checks (ITSHC) using a CESG CHECK service provider at least annually, or after any significant change to its systems or infrastructure.

11 The Contractor shall host a secure version of the Validation and Submission Portal that can be used to validate documents online with RESTRICTED protective marking.

12 Personnel with access to Government protectively-marked data shall need to hold a minimum clearance of Baseline Personnel Security Standard (BPSS) and those with privileged or administrative access shall need Security Check (SC) as a minimum requirement. The Contractor shall adhere to Security Policy No.3: Personnel Security as documented at: http://www.cabinetoffice.gov.uk/media/207318/hmg_security_policy.pdf, with all employees undergoing vetting to SC level.

4.2 PRIMARY LEGISLATION

4.2.1 SCOTLAND

1 The Contractor shall provide a route for ingesting new legislation from the Scottish Parliament and associated documents (Tables of Origins and Destinations, Explanatory Notes, Impact Assessments, and Correction Slips.

2 The Contractor shall provide a Word Template authoring tool for officials in Government Departments to use to author Explanatory Notes (ENs) to Acts of the Scottish Parliament.

3 The Contractor shall provide authors of ENs with access to the Validation and Submission Portal, a fully integrated, web-accessible publishing platform. This portal shall facilitate monitoring and tracking of legislation in real time as it passes through the Contractor’s workflow and ensure the stylistic and structural adherence of each document is authored to a predefined schema specifically designed for ENs. The Contractor shall ensure that the EN authoring tool outputs to EN-ML.

4 The Contractor shall ensure that the EN authoring tool works in the typical IT environments operated by Government Departments (MS Windows XP or later, MS Office 2000 or later, Internet Explorer 6 or later). This tool will enforce the layout conventions for ENs codified in EN-ML and be operated in conjunction with the Validation and Submission Portal.

5 The Contractor shall use their expertise to propose enhancements that would improve the EN interweave functionality.

6 The Contractor shall provide a Word Template authoring tool that enables the authoring and capture of Correction Slips. The Contractor shall process and publish the Correction Slip information as part of the publishing workflow and include the Correction Slip information in the XML data for the “As Enacted” version of the Act, with a published machine-readable audit trail.

7 The Contractor shall provide authors of Correction Slips with access to the Validation and Submission Portal, a fully integrated, web-accessible publishing platform. This portal will include validation to ensure the stylistic and structural adherence of each document is authored to predefined schema specifically designed for Correction Slips.
4.3 SECONDARY LEGISLATION

1 The Contractor shall be familiar with the processes outlined in “Scottish Statutory Instrument Practice” (SSIP) and its future replacement the SSI Drafting Manual.

2 The Authority aims to publish all Scottish Statutory Instruments (SSIs), both general and local, on legislation.gov.uk. The Contractor shall put in place a route for ingesting Scottish Statutory Instruments.

3 The route shall allow for the publication of Explanatory Memorandum, Impact Assessments and Correction Slips.

4 The Contractor shall continue to liaise closely with the secondary legislation drafting community.

5 The Contractor shall provide a Word Template authoring tool for drafters of Explanatory Notes (ENs) that enables the authoring and capture of Explanatory Notes.

6 The Contractor shall provide authors of Explanatory Notes with access to the Validation and Submission Portal, a fully integrated, web-accessible publishing platform. This portal shall facilitate the monitoring and tracking of legislation in real time as it passes through the Contractor’s workflow and include validation against the relevant schema for ENs.

7 The Contractor will work with the Authority in the first instance to ensure accessibility requirements are met for images by including functionality for drafters in capture tools that enable the addition of alt-attributable text to any images that are inserted.

8 The Contractor will adopt the same approach with the mathematical formulae that is captured using equation editor, allowing drafters to enter details that will output an English language alt text.

9 The Contractor will investigate the use of algorithmic or heuristic-based approaches to automatically generating alt-attribute text.

4.3.1 THE SI TEMPLATE

1 The Contractor shall support the use of the SI Template by drafters in Sponsoring Departments from the contract Commencement Date, including a customer helpdesk, customer liaison and software maintenance and support.

2 The SI Template may not be the appropriate tool for data capture over the Term and, at the very least, will require maintenance and upgrading. The Contractor shall provide for potential development work, enhancements or for a possible replacement. The Contractor may introduce a replacement tool over the Term with the prior agreement of the Authority and the support of drafters of legislation in Government Departments and the devolved administrations.

3 The Contractor shall ensure that the SI Template or replacement tool allows drafters of legislation to create new documents and amend existing documents.

4 The Contractor shall ensure that the SI Template or replacement tool allows drafters of legislation to create a version of an SI that can be validated against a schema and other drafting rules and be submitted to the SI registrar for registration.
5  The Contractor shall ensure that the SI Template or replacement tool allows drafters to create structured documents that validate against the Legislation Markup Language in a user friendly and understandable way.

6  The Contractor should ensure that during any validation process, the SI Template or replacement tool allows for presentational changes to highlight warnings and errors so that it is clear where there are issues that drafters need to address.

7  Where an SSI is to be laid before the Scottish Parliament in draft, the Sponsoring Department will provide the draft SSI to be printed and published online. In such cases, the Contractor shall ensure that the SI Template or replacement tool allows for SIs to be submitted in a draft form (i.e. with the header 'DRAFT SCOTTISH STATUTORY INSTRUMENT').

8  The Contractor shall ensure that all current functionality provided in the current SI Template is made available in Word 2010, while retaining support for Word 2003 and Word 2007.

9  During the Term, the SI Template or replacement tool will require software upgrades (for example, to support upgraded versions of Microsoft Word). The Authority shall be consulted on the content and timing of all upgrades to any authoring tool provided by the Contractor. It is likely that there will be at least one additional major release of Microsoft Word over the Term. The Contractor shall plan for this from the outset of the Contract. At the time of each version release, the Contractor will evaluate the new version locally, assess potential for improvements taking advantage of new features, and initiate a project to migrate to the new platform whilst maintaining support for versions still used in the field.

10 The Contractor shall ensure that release plans are in place and agreed with key stakeholders and the Authority before any upgrade or enhancement is made. User testing must be carried out and channels of communication with Departments must be used to notify users of upgrades as far in advance of implementation as practically possible.

11 During the Term, it is possible that changes to drafting conventions for any of the Parliamentary or Assembly drafting bodies may occur. It is possible that these changes may have an impact on the SI Template or replacement tool in use at the time. The Contractor shall ensure that processes are in place to allow for such changes to be accommodated by the SI Template or replacement tool.

12 The Contractor shall provide typesetting and proofing services for Sponsoring Departments with SSIs not put through the SI template or its replacement.

13 The Contractor shall validate typeset documents against the Crown Legislation Markup Language.

14 The Contractor will investigate options for a web-based XML drafting tool taking advantage of new technologies such as HTML5.

15 The Contractor shall upgrade the conversion process from XSLT 1.0 to XSLT 2.0 as part of the programme of work before the Commencement Date.
4.4 SUPPORTING DRAFTERS OF LEGISLATION

1 Legislative drafters require training in the use of the SI Template or any replacement tool and associated validation processes. The Contractor shall ensure that training is made available to all new drafters and others in Ministerial offices who may complete the documents. The Contractor shall provide 10 days (or 20 half days) free training per annum for drafters of UK SIs plus 4 additional days (or 8 half days) free training per annum, per jurisdiction and in total across the Parallel Contracts, in Belfast, Cardiff and Edinburgh to coincide with user group meetings in each. This should be hands-on training and be accompanied by appropriate documentation. Refresher training should also be available where required.

2 The Contractor shall ensure that a full and comprehensive user manual, an interactive tutorial guide, FAQs and user support material written in Plain English detailing how the SI Template or replacement tool and any associated validation system works is produced and made available to all users. The manual must be kept up-to-date and new versions of the manual must be agreed with the Authority before publication.

3 The Contractor shall ensure that a SI/SR Helpdesk team is available to drafters between 8am and 6:30pm on normal working days to offer technical advice and assistance in using the SI Template or replacement tool and any validation processes. This team will also be trained to provide support for drafters using the Templates developed for ENs, EMs, IAs and Correction Slips and any other software tools used in the capture of legislation over the term of the contract. Assistance will occasionally include manual intervention on behalf of a drafter. This must be available to all users of the tool and queries should be dealt with in accordance with agreed service levels.

4 The Contractor shall also provide access to the Helpdesk via the Validation and Submission Portal to request a call back. The Helpdesk team would then respond, by phone or by email, as appropriate, within 1 hour.

5 The Contractor shall provide drafters of legislation with access to an interactive feedback tool to collect comments and suggest improvements and enhancements to the SI Template or replacement tool on a rolling basis. The Contractor shall ensure that drafters of legislation are kept fully up-to-date with changes and upgrades to the SI Template or any replacement tool, and representatives from Sponsoring Departments should be given the opportunity to be involved in testing new releases.

6 The SI working group, organised by the Authority, has members from a number of Sponsoring Departments. This forum helps ensure good communication between the Contractor, drafters and the Authority. The Contractor shall attend meetings of this group, or similar forums, on a quarterly basis or more frequently if circumstances require.

4.4.1 SUBMISSION AND VALIDATION SERVICE

1 The Contractor shall ensure that the submission and validation service is a fully integrated, open source, web accessible publishing platform which facilitates the validation, submission, monitoring and tracking of legislation in real time as it passes through the Contractor’s workflow.
2 The Contractor shall ensure documents are valid against the CLML schema and provide a validation service for drafters to use in conjunction with the SI Template. The validation service will also act as a framework for invoking the validation and transformation routines required to capture and transform all of the types of Legislation, ensuring that all validation and transformation routines are open and transparent, and portable.

3 The Contractor shall ensure that a validation service can accept, as input, SIs drafted using the SI Template and produce, as output, a report which tells the drafter whether their SI meets validation criteria or where changes need to be made.

4 The Contractor shall ensure that all associated document types that have or will have fully developed templates (such as Explanatory Memoranda (EMs), Impact Assessments (IAs), Explanatory Notes (ENs) and Correction Slips) can be submitted via the portal, fully validated and automatically transformed to the appropriate output formats. This will be enabled by a bespoke validation logic module that ensures only valid documents are submitted to the workflow.

5 The Contractor shall ensure that all non-templated secondary legislation files and all non-templated associated documents submitted as free-form Microsoft Word documents (documents submitted by email or, by mail as hard copy for typesetting) will be introduced into the submission and validation service by production staff according to the appropriate workflows within the system, to ensure validation processes are completed and only validated documents are then submitted to the workflow.

6 The Contractor shall ensure that additional business rules associated with the validation process and the messages that are given in response to a particular validation error are captured and maintained using ISO Schematron (or an equivalent). This is to achieve portability of the rules for validation independently of any given validation system.

7 The Contractor shall demonstrate the conformance of their validation engine before the launch of the Full Service. The Authority will determine when evidence of conformance must be demonstrated on assessment of the proposed validation engine.

8 There should be two options for validation; basic check and full validation. A basic check should report back on high risk errors only, i.e. those which may affect the printing and electronic conversion of the SI or associated document. Full validation should report all errors found in the document and allow the drafter to submit a camera ready copy for publication. Regardless of the level used to validate the file before submission, the file should be considered valid if no basic check errors are present.

9 The Contractor shall ensure that a brief description of the problem that has been detected is shown within the SI or associated document submitted for validation. Errors should be given a unique sequential reference number. The errors should appear next to the paragraph in the SI or associated document in which the issue was found or be clearly associated with it.
10 The Contractor shall ensure that the validation service distinguishes between different types of issues found in documents. Anything that needs to be corrected before the document will validate should be classed as an ‘error’ and be clearly marked. Anything that does not invalidate the document, but where it would be recommended that the drafter checks and corrects the issue (if necessary), should be classed as ‘warning only’ and be clearly distinguishable from the ‘errors’.

*Note:* There may be errors that the Contractor wants to flag for their own benefit that do not necessarily need to concern the drafter. In this case they should be displayed differently.

11 On completion of the validation process, the user will be notified by email of the outcome. This email will prompt the user to access the validation report.

12 The Contractor shall ensure that a full report detailing the errors is provided as a separate document. The error report will list each error, its position and the type of error. The unique reference numbers in the SI should correspond to those used in the report.

13 The Contractor shall ensure that reports generated by the validation service give the drafter sufficient information to allow them to be able to locate the error within the text and have enough information to be able to know what they need to do in order to fix the problem.

14 The Contractor shall ensure that the error messages are written in plain English and clearly state the nature of the error. Information on the likely cause of the error, along with suggestions on how to resolve it, shall also be provided.

15 The full range of error messages, their content and the layout of the reports shall be agreed with the Authority during development of the validation service in consultation with drafters of the legislation.

16 Full validation against a schema shall be carried out by the Contractor on receipt of data.

17 The Contractor shall be able to correct basic issues on the drafter’s behalf that are not picked up until full validation.

18 On occasion, it may be necessary to consult with the drafter where problems occur. The Contractor shall ensure that provision for such communication and support is in place. Changes affecting layout should be returned to the drafter for approval.

19 The Contractor shall offer an offline validation service for large documents and an on-request validation service for confidential documents on-site at the secure London premises if handling protectively marked information that cannot be transferred across the GSE network.

20 The Contractor shall provide users to full access to their historical validation reports for documents uploaded and validated via the Validation and Submission Portal.

21 The Contractor shall ensure that the validation portal is available 99.95% of the time on a per annum basis. The approach for measuring availability and the consequences of non-compliance will be detailed in the Performance Monitoring System and Service Credit regime to be agreed by both parties by 30 April 2011.
22 The Contractor shall provide all statistics to form a core dataset in the monthly contract report to demonstrate service quality in accordance with the Service Levels reported in a consolidated form to the Authority at agreed intervals.

23 The Contractor will explore with the Authority the potential for the portal to cover the SI registration process, facilitating automation in the process to save time and cost and improve quality. The Contractor and the Authority acknowledge that changing service requirements may entitle a party to exercise its rights under Schedule 8.

4.5 IMPACT ASSESSMENTS

1 If it becomes a requirement during the Term of the Contract, the Contractor shall provide a route for ingesting Impact Assessments, so they can be checked or validated, and the information they contain converted to XML, for publication as data and as part of legislation.gov.uk. The capture and validation process should be consistent with the approach proposed by the Contractor for handling Scottish Statutory Instruments. If a validation and submission portal is proposed for SSIs this should also be capable of handling Impact Assessments and should work broadly in the same way.

4.6 DEPLOYMENT FROM EDITORIAL SYSTEM

1 The Contractor shall make available a web service for deployment from the Editorial System.

2 The Contractor shall ensure that it is possible to deploy from the Editorial System at any time and that the web service is available 99.95% of the time on a per annum basis. The approach for measuring availability and the consequences of non-compliance will be detailed in the Performance Monitoring System and Service Credit regime to be agreed by both parties by 30 April 2011.

3 The Contractor shall ingest multi-versioned SLD-ML documents HTTP POSTed as a series of zip files (one for each item of legislation) by the Editorial System to a web service provided by the Contractor.

4 The Contractor shall ensure the web service will run on an encrypted HTTPS connection that will require the SLD Deployment Manager to authenticate it by supplying a valid user name and password.

5 The Contractor shall ensure that each Zip file received is stored and queued for processing and that the queue of items will be processed one at a time, in first-in-first-out order, so that items will appear on the website in the same order as they are received from the Editorial System.

6 The Contractor shall carry out any pre-processing steps on the supplied SLD-ML document and convert the document to CLML.

7 The Contractor shall ingest the SLD-ML and resulting CLML into the data stores.

8 The Contractor shall provide a dedicated integration server for this process to ensure website performance cannot be adversely affected by upload processing. This server will also handle the copying of any images to the web servers, running of the XML conversions, and the loading of the XML instances into the data store.
The Contractor shall execute the augment and split operations on the CLML to produce dated instances which can be imported into the XML store and hosted on the website. The Contractor shall ensure the document received replaces any older versions of the same document that is currently in the data stores.

The Contractor will implement a cache management strategy that will clear the affected areas of the site cache in response to data store updates. The document will be live on the website once the data stores have been updated.

The Contractor shall ensure the web service makes the status of the document being processed available to the SLD Deployment Manager through the status-update interface to allow the Editorial System to show whether documents are currently queued, processing, successfully deployed, or could not be processed.

The Contractor shall provide a direct bulk-load mechanism that can be used to populate the website with the complete set of legislation from an SLD backup disk.

The Contractor shall provide a test integration server for the UAT Statute Law Database to supply additional resilience for user testing.

If an item fails to process, the Contractor shall attempt to resolve any technical issues that occur during data ingestion by re-inserting the document back in to the queue, avoiding the need for re-deployment.

The Contractor shall store information such as whether the item was successfully ingested and a time-stamp when the integration server completes the processing of an item. If the item failed to process, the Contractor shall ensure that all available information about the problem is also written to the database and made available to a support team, who will monitor the service to ensure that documents are successfully ingested into the system.

The Contractor will host an internet-facing web service made accessible to the SLD Deployment Manager which will report the status of the documents that have been uploaded via deployment from the editorial system and access to a log showing all uploads (from the SLD or through the Daily Publishing Feed).

The Contractor will provide a form in an administration area on legislation.gov.uk for the upload of the latest Tables of Effects spreadsheets.

**4.6.1 DEPLOYMENT OF TOES**

1. The Contractor shall add each file to a queue of items for processing on a dedicated integration server, process the queue of documents and run the ingestion procedure on each one.

2. The Contractor shall transform the Tables of Effects from Excel XML into a format that can be used by the website and validate the data.

3. The Contractor shall inform the SLD Deployment Manager by email if data within the file is found to be invalid, and halt the upload process.

4. The Contractor shall split the data, producing one set of files for each affected legislation item, and within that set another file for each affecting year in order for the data to be imported into the data store and used on legislation.gov.uk.
5 The Contractor shall import the TOES data into the data store, replacing any current files that have the same affected legislation item and affecting year.

6 The Contractor shall ensure that the cache management strategy clears the affected areas of the site cache in response to data store updates resulting from all SLD deployment activity. The data will be live on the website once the data stores have been updated.

7 The Contractor shall send a status email to the SLD Deployment Manager summarising the data that was loaded.
5 TRANSFORMATION

1 The Contractor shall transform legislation and associated documents from a variety of different formats into consistent XML formats for publication on the web in XHTML and PDF.

2 The Contractor shall convert the various types of legislation document received for publication to the Crown Legislation Markup Language.

3 The Contractor shall convert legislation to the Crown Legislation Markup Language even when the formats of the documents supplied change.


5 The Contractor shall transform documents held in Microsoft Word, using the drafting tool for Scottish Statutory Instruments, the SI Template, and any successor tool, to the Crown Legislation Markup Language.

6 The Contractor shall transform the small minority of items of general secondary legislation not authored using the SI Template, to the Crown Legislation Markup Language.


8 If it becomes a requirement during the Term of the Contract, the Contractor shall transform Impact Assessments from the Impact Assessment Template to a standard Impact Assessment Markup Language.

9 The Contractor shall create web optimised PDF meeting as a minimum ISO 32001-1 or its successor (at 300 dpi resolution) for each of the document types received for publication.

10 The Contractor shall transform documents created in SLD-ML to the Crown Legislation Markup Language.


12 The Contractor shall transform legislation in the Crown Legislation Markup Language so that additional information from Tables of Effects can be added to the data representation of each piece of legislation.

13 The Contractor shall enrich legislation held in the Crown Legislation Markup Language with additional information, such as links to other pieces of legislation, acronyms and abbreviations.

14 During the Term, it is possible that changes to the drafting conventions for any of the Parliamentary and Assembly drafting bodies may occur. Such changes may have an impact on the processes required to transform legislation into the Crown Legislation Markup Language. Where this occurs, the Contractor shall be required to take steps to address any inconsistencies within the transformations. Such changes will need the prior agreement of the Authority.
15 The Contractor shall transform legislation in Crown Legislation Markup Language to XHTML according to the website templates specified in “Dissemination: Website and API”. This XHTML must include appropriate e-Government Metadata Standard and Dublin Core metadata.

16 The Contractor shall transform legislation in Crown Legislation Markup Language to other formats (such as XML, RDF and JSON) as and when required during the Term, including those specified in “Dissemination: Website and API” for legislation.gov.uk website and API.

17 The Contractor shall transform Explanatory Notes in a standard Explanatory Notes Markup Language to other formats (such as XML, RDF and JSON) as and when required during the Term, including those specified in “Dissemination: Website and API” for legislation.gov.uk website and API.

18 The Contractor shall create an interweaved XHTML format that combines document structures from primary legislation in Crown Legislation Markup Language and document structures from Explanatory Notes, held in a standard Explanatory Notes Markup Language, according to the website templates specified in “Dissemination: Website and API”.

19 The Contractor shall transform Impact Assessments in a standard Impact Assessment Markup Language to other formats (such as XML, RDF and JSON) as and when required during the Term, including those specified in “Dissemination: Website and API” for legislation.gov.uk website and API.

20 If it becomes a requirement during the Term of the Contract, the Contractor shall transform Impact Assessments in a standard Impact Assessment Markup Language to other formats (such as XML, RDF and JSON) as and when required during the Term, including those specified in “Dissemination: Website and API” for legislation.gov.uk website and API.

21 The Contractor shall create print ready PDFs meeting the requirements of ISO 15930-1:2001: PDF/X-1a:2001 or its replacement, to produce printed copies of legislation and associated products with a print requirement.

22 The Contractor shall carry out validity checks against automated transformation routines and every document should be inspected by experienced publishing staff.

23 The Contractor shall ensure that import, conversion and data supply routines are cross-checked, and full log reports made available on a regular basis. These checks shall be implemented on a rolling basis throughout the publishing day and shall be performed by nominated internal service experts and cross-checked by managers.

24 The Contractor shall use transformations written in XSLT when transforming between XML markup languages or from XML to XHTML.

25 The Contractor shall transform XML data to XSL-FO using XSLT and shall then process the XSL-FO to create the PDF versions of the various document types. PDFs will be generated dynamically on the legislation.gov.uk website. Open-source software (Saxon and Apache FOP) will be used for processing the XSLTs and the XSL-FO.

26 The Contractor shall migrate existing transformation routines written in XSLT 1 to XSLT 2.
27 The Contractor shall use XQuery where practicable for database queries.

28 The Contractor shall investigate whether there is an open source mechanism for converting images from the internal Word format to a standard TIFF format.

29 The Contractor shall convert Mathematical formulae to MathML and an image in TIFF format.

30 The Contractor shall create and publish a full machine-readable audit trail so the provenance of the information is apparent and the results of transformations are repeatable and therefore verifiable. This audit trail should be created and published using open standards.

31 For each transformation the Contractor shall record the following:
   a. File name being processed.
   b. Transformation used.
   c. Transformation controlled by.
   d. Date and time transformed.
   e. Whether the file was processed correctly or if there were any errors.
6 DISSEMINATION: WEBSITE, API AND LINKED DATA

6.1 LEGISLATION.GOV.UK

1. The Contractor shall host, operate, maintain and develop the official legislation website and associated Application Programming Interface (API) at legislation.gov.uk.

2. The Contractor shall publish legislation in both human-readable and machine-readable forms, according to the URI Set for legislation. Legislation metadata shall be published using Linked Data standards.

3. The Contractor shall supply legislative data for loading into the Editorial System and to other data users such as legal publishers.

4. The Contractor shall work with the Authority to continually understand user requirements and improve the user experience, including design and functional aspects of the website on an incremental basis.

5. The Contractor shall provide Drupal as a web-based, open-source Content Management System (CMS) for non-legislative content on legislation.gov.uk, such as help information and FAQs. The Contractor shall investigate how the Drupal CMS best fits with the application server. This will be done in full consultation with the Authority.

6.2 USABILITY

1. The Contractor shall support the Authority to understand the needs and expectations of users of the service over the Term.

2. The Contractor shall work with the Authority to maintain and develop the personae for legislation.gov.uk using evidence gathered from users of the service.

3. The Contractor shall apply and use the advice and best practice outlined in the COI Usability Toolkit http://usability.coi.gov.uk/ for the ongoing development of legislation.gov.uk.

4. The Contractor shall adhere to user-centred design principles in any projects they undertake to develop or improve the service. This includes providing specialist usability and design services.

5. The Contractor shall undertake user research from time to time, testing all development with real users based on the personas, under the direction of the Authority. The Contractor shall engage, in agreement with the Authority, the Contractor’s expert behavioural research and web usability consultancy, at the agreed cost of the Authority, on a project by project basis, save for managing the “Ask the User Panel”.

6. The Contractor shall set up and manage a dedicated “Ask the User” panel, supported by the Contractor’s expert behavioural and usability design consultancy, to provide a resource for regular contact with, and ongoing consultation of, users.
7 The Contractor shall work to meet evolving requirements as the Authority seeks to reflect best practice and the latest technologies with the web based delivery. The Contractor and the Authority acknowledge that changing service requirements may entitle a party to exercise its rights under Schedule 8.

6.3 USER INTERFACE

1 The Contractor shall maintain and develop the style guide and templates as the website evolves at the direction of the Authority. The style guide will be in keeping with the Authority’s wider organisational branding guidelines.

2 The Contractor shall maintain and develop the website templates, ensuring cross browser compatibility, code validation and that both functional developments and revisions to the templates are fully tested with website users.

3 When changes have been made to layout rules for any type of legislation, the Contractor shall undertake work to amend the output XSLT and CSS used to render the data for legislation.gov.uk.

6.4 WEBSITE FUNCTIONALITY

1 The Contractor shall deliver a legislation website user interface that provides the functionality described below.

6.4.1 NAVIGATION

1 Breadcrumb navigation to show where a user is within the viewable legislation. This is shown in http://tna.bunnyfoot.com/design/act_home8.html.

2 Navigate around an Act using the Table of Contents. This is shown in: http://tna.bunnyfoot.com/design/act_home.html.

3 Navigate around explanatory documents using a Table of Contents. This is shown in http://tna.bunnyfoot.com/design/act_home31.html.

4 Navigation for next and previous when at part, section or provision level. This is shown in http://tna.bunnyfoot.com/design/act_home7.html with the next and previous buttons. Navigating at high levels of grouping (such as the Part level) enables navigating to next and previous at that level of granularity (i.e. if you are on a Part I, next takes you to Part II). Navigation between sections must work when viewing legislation at a point in time.

5 Navigate between an enacted and revised version of a piece of legislation. This is shown in: http://tna.bunnyfoot.com/design/act_home.html with navigation options on the left hand side.

6 Show concurrent versions of a section when opened at section level, and enable navigation over time of concurrent versions of sections.

7 View related documents that accompany an item of legislation – explanatory material, related legislative documents (i.e. tables of origins and tables of destinations, correction slips, etc.).

8 Link to cited legislation from the commentaries, including EU legislation where cited from within revised and enacted data.
9 Ability to link between numbered marker (f-note, m-notes and x-notes only) in text and annotation at foot of provision of revised legislation.

10 Navigate between amended and amending legislation.

11 Navigate to sub-ordinate legislation made under another piece of legislation.

6.4.2 VIEW

1 View a Table of Contents relevant to a particular request – point in time, latest available, enacted.

2 Ability to open legislation at every level from whole Act down to an individual provision. This is shown as “Opening Options” in: http://tna.bunnyfoot.com/design/act_home2.html and by clicking on the links in the Table of Contents.

3 View an item of legislation as it was enacted. View an item of legislation in its most up-to-date revised state. This is shown in http://tna.bunnyfoot.com/design/act_home7.html.

4 View a whole item of legislation or at part or section level as it stood at a point in time. The point-in-time view, for previous versions and prospective version is shown in: http://tna.bunnyfoot.com/design/act_home41.html.

5 For revised legislation, see what outstanding effects are yet to be applied to the legislation being viewed (update status warning to give details at whole act level and down to provision level). At the provision level this is shown in: http://tna.bunnyfoot.com/design/act_home10.html and http://tna.bunnyfoot.com/design/act_home11.html.

6 Present the editorial commentaries for revised legislation with the data. This is shown in http://tna.bunnyfoot.com/design/act_home7.html at the bottom of the page. See commentaries categorised according to type from within revised legislation.

7 View ‘child’ amendments (annotations shown in all relevant children of the legislation item being viewed), with the ability to see which amendments are operative and which are non-operative.

8 See outstanding effects ordered by type and level in the legislation to which they apply.

9 View explanatory notes as stand-alone documents. This is shown in http://tna.bunnyfoot.com/design/act_home32.html. View explanatory documents ‘interwoven’ within the legislation.

10 See geographical extent attributes from within a section/part. This is shown in http://tna.bunnyfoot.com/design/act_home9.html.

11 View an item of legislation as a ‘plain’ non-styled viewing option. This is shown in http://tna.bunnyfoot.com/design/act_home12.html. Print from browser (with appropriate css).
12 View/save/print a PDF version of the current view (on-the-fly PDF creation as an entire document or at part/section/provision level). This is shown in http://tna.bunnyfoot.com/design/act_home15.html. For large PDFs a warning message should be displayed. This is shown in http://tna.bunnyfoot.com/design/act_home6.html. Where the PDF needs to be generated, a response should be returned telling the user to wait and retry after a short period. The response will include an estimate of the expected delay and will be structured so that it is usable by both an automated client and a human operator.

13 View/save/print the original PDF from which the enacted version of legislation was printed.

6.4.3 SEARCH

1 Quick search on Title, Year, Number, Legislation Type. When selecting the “Search Legislation” option from the main navigation bar, the quick search options should expand. This is shown in http://tna.bunnyfoot.com/design/act_home1.html.

2 Serve search results that are ordered by Title but can be filtered/sorted by Type, Year, or Number. This is shown in http://tna.bunnyfoot.com/design/act_home28.html.

3 Advanced Search on Title, Specific Year, Range of Years, Number (and NI series Number), Legislation Type (ability to select more than one at a time, and pre-defined groups such as all legislation, all Primary and all Secondary).

4 Search for an item of legislation as it stood at a specific date (point in time).

5 Carry out a full text search across legislation.

6 Search for legislation that extends to a particular geographical area using the Geographical Extent attribute in the data. The resultant table of contents for an item selected from the results of such a search are as shown in http://tna.bunnyfoot.com/design/act_home4.html.

7 Search for legislation that is only/exclusively applicable to particular geographical area, using the Geographical Extent attribute in the data.

8 Search and view changes to legislation across the data set.

6.4.4 BROWSE

1 Browse legislation by parliament, type, year, number. This is shown: http://tna.bunnyfoot.com/design/act_home16.html.

2 Browse legislation either alphabetically or numerically.

3 Browse new legislation by type, date or Parliament.

4 Obtain a list of all legislation held on the database either in chronological or alphabetical order.
6.5 ACCESSIBILITY

1 The Contractor shall adhere to the W3C Web Content Accessibility Guidelines (WCAG) 2.0 and the legislation website must meet the AA conformance level. There will be some pages where AA conformance cannot initially be met as the Authority lacks appropriate alternative information (for example, alt attributes for some images used in legislation).

2 The Contractor shall make a conformance claim against WCAG 2.0. This means publishing the following information:
   a. The Date of the claim.
   c. The conformance level satisfied.
   d. The list of URIs for which the claim is made.
   e. A list of the Web content technologies relied upon.

3 The Contractor shall publish the conformance claim as part of the website, in both human-readable and machine-readable form. The machine-readable version may be the human-readable web page with additional RDFa metadata. A list of any non-conformant pages should also be published and maintained by the Contractor.

4 The Contractor shall adhere to the COI standards and guidelines for the delivery of accessible websites, as listed below:

| Creating Accessible content (language and assistive markup) | http://coi.gov.uk/guidance.php?page=137 |

5 The Contractor shall meet the Government’s Accessibility Requirements for “on-the-fly” PDF creation. The standards required are detailed:

| PDF content guidance | http://coi.gov.uk/guidance.php?page=137#section81 |
6 The Contractor shall ensure accessibility requirements are met for the use of images (for example formula that is captured in MathML and or TIFF format images). The Authority will supply appropriate alt attribute text for some of the content, but not all. The Contractor may propose the use of an algorithmic or a heuristics-based approach to automatically create additional alt attribute text.

7 The Contractor shall ensure accessibility requirements are met for tables. This means taking a number of steps such as linking table headings to columns. The Authority can supply table summary information for some of the content, but not all. The Contractor may propose the use of an algorithmic or a heuristics-based approach to create accessible tables.

8 Legislation content often refers to organisations and entities using an acronym or abbreviation. Inline with recommendations from W3C and the Website Accessibility Guidelines, the first occurrence of these shall be marked-up in an accessible way in order to provide a full text equivalent. The Contractor shall maintain a dictionary of acronyms and abbreviations used in legislation and apply the markup.

9 The Contractor shall adhere to the technical requirements for Government websites contained in the COI guidance for the use of cookies and for the level of browser support:

|----------------------------------|-----------------------------------------|

6.6 WEBSITE ANALYTICS

1 The Contractor shall provide statistical and analytical information about website usage on a monthly basis. Additional information may be required on an ad-hoc basis.

2 The Contractor shall gather analytical information which indicates service performance (maximum, minimum and average page load times), availability and usage of the legislation website and the API. The legislation website statistics forms part of the Authority’s internal business reporting and monitoring, and so need to be auditable. The monthly legislation website report is shared with our external stakeholders in Government and more widely.

3 The Contractor shall produce the following set of statistics on a monthly basis as part of the Performance Monitoring System:

   a. Monthly figures for Hits, Page Views, Visits and Visitors as raw data and graphs (with style and format determined by the Authority’s internal monthly report) for HTML and PDFs.

   b. Breakdown of statistics between the API and legislation website.

   c. Breakdown of the statistics by major content types and jurisdictions.

   d. Availability data, time to serve pages, server/load-balancer performance, traffic and amount of information downloaded and line usage.
e. Search terms, entry/exit pages, search engines, browsers, most popular pages on site.

f. Data will be collated from various sources such as WebTrends, Nedstat and Akamai, including WebTrends, Nedstat, Akamai and requests delivered from the origin servers.

g. Data provided in an easily readable and re-usable format (e.g. in Microsoft Excel).

h. Timely delivery each month (within the first 6 working days of a month).

4 The Contractor shall correctly implement the pixel counter so auditable statistics can be gathered.

5 The Contractor shall fix all known and re-occurring problems and attend to maintenance of the legislation data, reporting to the Authority on where quality has been improved or fixed.

6 The Contractor shall use the statistical and analytical information on website usage to create informed continuous development and improvement plans.

6.7 HTTP REDIRECTS

1 The Contractor shall ensure that HTTP 301 redirects are in place to legislation.gov.uk for all legislation items and associated documents and all menu and periphery pages from the various legacy domains (www.opsi.gov.uk, www.oqps.gov.uk, www.statutelaw.gov.uk, www.hmso.gov.uk) and URLs.


3 The Contractor shall provide a solution for redirects that facilitates the efficient creation of source/target mappings using regular expressions and also permits hard-coded exceptions.

6.8 WEBSITE HOSTING

1 The Contractor shall host the legislation.gov.uk website.

2 The Contractor should ensure that the websites are available for 99.95% of the time, measured on a per annum basis and can manage peak volumes of traffic. The Contractor should operate on the basis that the websites have no down time. If downtime is unavoidable the Contractor shall advise the Authority not less than one week in advance. The approach for measuring availability and the consequences of non-compliance will be detailed in the Performance Monitoring System and Service Credit regime to be agreed by both parties by 30 April 2011.

3 The Contractor shall load-test any proposed changes to the hosting environment and present the results to the Authority to demonstrate how the requirements for peak-time load will be met.

4 The Contractor shall ensure reasonable download speeds for large documents, and in any event, speeds should be no slower than 50kB/second per connection.
<table>
<thead>
<tr>
<th>Schedule 1</th>
<th>125</th>
</tr>
</thead>
<tbody>
<tr>
<td>5</td>
<td>The Contractor shall ensure the websites are securely hosted, in a secure environment, with an uninterrupted power supply.</td>
</tr>
<tr>
<td>6</td>
<td>The Contractor shall provide a hosting infrastructure that includes load-balancing and geographic failover. The primary hosting location will be Norwich (or such other primary hosting location during the Term as agreed in writing with the Authority) performing as the active host. The Contractor shall host a copy of the front-end infrastructure in London (or such other copy location during the Term as agreed in writing with the Authority) which will be connected to the data repository in Norwich using a dedicated resilient WAN, connected via primary and secondary circuits to ensure no single point of failure. If internet connectivity to Norwich fails, the origin service will automatically failover to London.</td>
</tr>
<tr>
<td>7</td>
<td>The Contractor shall evaluate making use of replication to a London( or such other location during the Term as agreed in writing with the Authority ) hosting environment during peak times or in emergencies as a geographic fail-over solution to ensure high levels of availability.</td>
</tr>
<tr>
<td>8</td>
<td>The Contractor shall ensure the websites are regularly subjected to independent penetration tests to identify any security vulnerabilities.</td>
</tr>
<tr>
<td>9</td>
<td>The Contractor shall ensure any medium or high risk vulnerabilities are addressed.</td>
</tr>
<tr>
<td>10</td>
<td>The Contractor shall ensure the website is regularly subjected to performance checks in the form of external and internal URL checks, which poll for availability. Internal URL checks should be conducted at one-minute intervals using software such as HostMonitor, while external URL checks should be conducted at five-minute intervals using software such as WebMetrics. The Contractor shall implement the checks and results reported to the Authority.</td>
</tr>
<tr>
<td>11</td>
<td>The Contractor shall make available a server report, showing the status of the site servers hosted by the Contractor, including CPU, disk and memory usage.</td>
</tr>
<tr>
<td>12</td>
<td>The Contractor shall ensure the hosting environment achieves an acceptable level of performance. This means a typical table of contents is returned, on average, in less than a second and a typical section is return, on average, in less than a second.</td>
</tr>
<tr>
<td>13</td>
<td>The Contractor shall ensure that common searches over legislation are returned, on average, in less than a second.</td>
</tr>
<tr>
<td>14</td>
<td>The Contractor should ensure that there is at least one refresh of the hardware infrastructure during the Term.</td>
</tr>
<tr>
<td>15</td>
<td>The Contractor shall make available emergency contact numbers that can be used at any time.</td>
</tr>
<tr>
<td>16</td>
<td>The Contractor shall provide two dedicated PDF servers for generating requested on-the-fly PDFs on a first-in, first-out basis.</td>
</tr>
<tr>
<td>17</td>
<td>The Contractor shall implement a caching strategy to make maximum use the different levels of caches for performance.</td>
</tr>
<tr>
<td>18</td>
<td>The Contractor shall cache the content served by the site (including XML, XHTML, RDF and PDF) globally using the Akamai Content Delivery Network The cache infrastructure and configuration will be tested and refined using simulated load. The resulting configuration will be designed to support the expected level of site usage.</td>
</tr>
</tbody>
</table>
19 The Contractor shall make use of a secondary caching solution in the origin data centres between Orbeon and MarkLogic, at which point the responses are cacheable, to alleviate the burden on the backend database.

20 The Contractor shall host an OQPS website on its current domain (www.oqps.gov.uk) to provide information about Scottish legislation and functions of the Queen’s Printer for Scotland.

6.9 LINKED DATA

6.9.1 URI SETS

1 The Contractor shall maintain and support the URI Set for legislation and resolve requests made against these URIs using content negotiation and the correct set of HTTP responses.

2 The Contractor shall support other URI Sets, agreed by the Authority and the Contractor, that enable the representation of legislative information and related data as Linked Data.

3 The Contractor shall correctly use HTTP responses to support the URI Sets maintained and hosted under this contract. Information about the HTTP response sequences required can be found in the Legislation API developer documentation.

4 The Contractor shall support the mechanism for proxy URIs for EU legislation and carry out any necessary data transformations to publish data in this way. They must be able to expand or update the scheme if required, and present the links to EU legislation from all types of Scottish legislation as defined by the user interface.

5 The Contractor shall support URIs for the on-the-fly PDFs that will exist even though the PDF files are not generated in advance.

6.9.2 PUBLISHING RDF DATA

1 The Contractor shall make available an RDF Store for publishing Linked Data and SPARQL endpoints for querying Linked Data.


3 The Contractor shall store and publish RDF information about legislation by providing and hosting an implementation of 5Store.

4 The Contractor shall implement mechanisms for adding RDF to the RDF Store as new legislation is published and as revised legislation is deployed from the Editorial System.

5 The Contractor shall provide an instance of the Linked Data API configured for the legislation RDF to give developers easier access to the underlying RDF, aimed at those that do not have the skills to use SPARQL.
7 DISSEMINATION: DATA SUPPLY AND N-LEX INTEGRATION

7.1 DATA SUPPLY

1 The Contractor shall put in place a mechanism for supplying data for new legislation to others, once the data has been published on legislation.gov.uk, in the Crown Legislation Markup Language format, or other formats at the Contractor’s discretion, in discussion with data users.

2 The Contractor shall supply the Authority with new legislation in SLD-ML format.

7.1.1 DATA SUPPLY TO THE AUTHORITY

1 Table 1, below, lists the document types that the Contractor shall transform to SLD-ML and supply for loading into the Editorial System. Draft versions of documents and local, non-print Scottish Statutory Instruments should not be supplied.

<table>
<thead>
<tr>
<th>Document Type</th>
<th>Lexcode</th>
<th>Document Example</th>
<th>XML File Name Convention Example</th>
<th>TIF Image File Name Convention Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scottish Statutory Instruments (General)</td>
<td>30101</td>
<td>The Non-Domestic Rate (Scotland) Order 2009 No. 3</td>
<td>ssi_20090003_en.xml</td>
<td>ssi_20090003_en_001.tif</td>
</tr>
<tr>
<td>Scottish Statutory Instruments (Local)</td>
<td>31001</td>
<td>The Scottish Water (Loch Horn and Loch Lunndaidh) Water Order 2007 No. 554</td>
<td>ssi_20070554_en.xml</td>
<td>ssi_20070554_en_001.tif</td>
</tr>
</tbody>
</table>

2 XML document file names should use following convention:

doctype_yyyynnnn_lag.xml

where: doctype is the document type abbreviation,

yyyy is the publication year,

nnnn is the document number in its publishing sequence

lag is the language the document is supplied in (e.g. “en” for English, “we” for Welsh).

3 For any part of a document that cannot be rendered accurately in XML (e.g. forms, maps, or complex formulae), the Contractor shall ensure that an accompanying uncompressed TIF image (minimum of 300dpi resolution) is supplied. Relevant image reference file name tags must be included in the document (refer to SLD-DTD for <image> element definitions).
4 Any images supplied should follow the image file name convention of:

   doctype_yyyynnnn_lag_xxx.tif

where: xxx is the image number, i.e. 001 for the first image, 002 for the second, etc. (examples are provided in Table 1, above).

5 Where a particular document is re-issued, due to a drafting or printing error in the original, the Contractor shall ensure the re-issued version is supplied in the same way as a new document.

6 In supplied data, where an entity for a character exists within the entity sets, the Contractor shall ensure it is used instead of the regular text character, e.g. &lpar; should be used rather than the "(" character. The only exceptions to this are commas, full stops, colons and semi-colons.

7 The Contractor shall ensure that in supplied data, entities for quotation marks (single or double) for “quotation” and “defterm” elements are omitted. (These are added automatically by the database system data import process.) For example:

   <quotation classs="double">legislation content</quotation>

should be supplied rather than

   &ldquo;legislation content&rdquo;</quotation>

as the &ldquo; and rdquo; will be added programmatically when processed after supply.

7.1.2 METHOD OF SUPPLY

1 The Contractor shall supply data for the Editorial System daily via FTP. Other data supply methods may be used by agreement between the Contractor and the Authority.

2 The FTP site shall be maintained by the Contractor, who is responsible for ensuring the site is accessible and for supplying and managing any required log-in credentials.

3 The Authority’s Security restrictions ensure data can only be downloaded. There will be no facility for the Authority to upload any data to the FTP site.

7.1.3 SUPPLY SCHEDULE

1 Data should be made available to download from the FTP site from 4:30pm on the day the documents are issued, or at the very latest from 5pm.

2 Data should remain available for download on the FTP site until 2:30pm on the next working day (i.e. data from Friday will not be deleted until 2:30pm on Monday) to allow time for documents to be downloaded.

3 In circumstances where there are problems supplying a particular document in the time-frame specified (e.g. XML transformation errors) the Authority shall be informed of the problem by the Contractor and a mutually acceptable alternative date for supply should be agreed.
4 If the Authority is unable to download data before its removal from the FTP site (e.g. due to temporary connection loss or staff absence) a request will be made for missing data to be re-supplied which should be included with the following day's data.

5 Data should be provided on a daily basis within 6 hours of upload to the legislation.gov.uk website.

7.1.4 MISSING DATA

1 If the Authority identifies data that has not been received (whether as a result of it not being supplied or not downloaded before being cleared from the FTP folder) an email will be sent to the Contractor requesting the missing documents. The email request should be acknowledged and the data re-supplied within two working days except in exceptional circumstances (e.g. over holiday periods or if a large volume of data is requested). In this case, a mutually suitable date for data re-supply shall be negotiated between the Contractor and the Authority.

2 The Authority may occasionally request re-supply of older data (from 2003 onwards) which shall be processed by the Contractor in the same way as recent missing data.

3 At certain times it may not be possible for the Authority to access the FTP site, e.g. holiday periods, planned system outages. In these instances a request will be made to the Contractor, in advance, for data for the period to be stockpiled and uploaded to the FTP site on a mutually suitable date. After this, the Contractor shall ensure that the normal data supply schedule is resumed.

4 If the Contractor becomes aware that it will not be possible to supply a particular document(s) within the usual schedule, e.g. due to data conversion errors or a large volume of legislation being passed in a short period of time, the Contractor shall ensure the Authority is informed as soon as this is known and an agreement should be made on when missing data will be supplied.

7.1.5 DATA QUALITY

1 If the Contractor identifies an error in data after it has been supplied they shall inform the Authority and provide full details of the nature of the error, i.e. the document(s) section(s) affected and the precise nature of the change in content and XML tagging, as soon as they become aware of it. A corrected version of the affected document(s) shall be supplied by the Contractor if requested by the Authority.

2 If the Authority identifies an error in a document supplied they will notify the Contractor by email. This should be acknowledged by the Contractor within two working days. This applies to errors in format supplied, data conversion errors, tagging inaccuracies or content errors. Once the Contractor has determined the cause of the error they shall agree with the Authority a suitable action depending on the nature of the error, e.g. data in the wrong format should be re-supplied as for missing data; if a tagging or content error is identified, a decision on whether a manual correction should be carried out or whether there are implications for changes to transformations or data conversion routines should be made and acted on accordingly.
3  At times it may be necessary for the Authority to specify changes to the format or content of data supplied, e.g. if a new legislation type is produced; if changes to drafting practices require new elements to be added to the SLD-DTD and/or accompanying entity sets; or if new content structures require a change to the transformation process. The required changes shall be carried out by the Contractor so that the current standard of content tagging is maintained and improved upon if possible.

4  If it becomes necessary for the Contractor to make changes to the data conversion routines that produce SLD-ML data, which could potentially affect data quality (e.g. new transformation processes), then the Contractor shall inform the Authority before these changes are carried out. The Contractor shall provide in a timely manner any necessary information and sample data for the Authority to test content quality and report back any problems that will require adjustments to the process.

7.1.6 SERVICE PROCEDURES

1  The Authority and the Contractor shall determine a mutually acceptable procedure for communications regarding data supply in terms of contact points, any required error reporting forms, incident reference codes and any additional management or service level agreement pursuant to the Performance Monitoring System to allow the Contractor to respond to support requests in the requisite manner.

2  Provided the Authority is in agreement, services specified above can be changed to provide an equivalent service to the same level, e.g. change of data publication time. The Authority may occasionally request changes to the service to take into account changes to work procedures or drafting practices which should not be unreasonably denied.

7.2 N-LEX CONNECTOR

1  The Contractor shall provide a SOAP wrapper on the legislation.gov.uk API to support interoperability with N-Lex or otherwise implement an N-Lex Connector.

2  The Contractor shall supply an N-Lex connector capable of supporting a minimum of 2 clients and an unspecified number of requests. This N-Lex Connector will be expected to respond to a request within 30 seconds, although this may vary depending on the system traffic and volume of data been returned. The N-Lex Connector will be expected to have a minimum operational availability of 99.95%. The approach for measuring availability and the consequences of non-compliance will be detailed in the Performance Monitoring System and Service Credit regime to be agreed by both parties by 30 April 2011.
8 DISSEMINATION: PRINT PUBLISHING AND DISTRIBUTION

8.1 GENERAL PUBLISHING REQUIREMENTS

1 The Contractor shall, throughout the Term, publish on behalf of the Authority versions of all future editions of the publications which are covered by this contract. The Contractor shall complete printing and/or publish the publications in accordance with the individual title specifications.

2 The Contractor shall provide to the Authority without charge, three copies of each Statutory Instrument, two copies of other printed publications and the Annual Chronological Table of Statutes and one copy of other Annual Bound Volumes and Editions published throughout the Term.

3 The Contractor shall, in consultation with the Authority, make all necessary arrangements to ensure compliance with prevailing accessibility guidelines, for example facilitating production of alternative formats such as Braille, large print, easy read and audio editions (see: http://www.odi.gov.uk/iod/background/background01.php). The Authority will reimburse the Contractor the production costs of producing alternative versions, excluding production costs of the normal supply of printed copies.

4 The Contractor shall in relation to any publication (excepting Annual Bound Volumes and Editions) published by the Contractor or the predecessor publisher and while that publication continues to have effect during the Term, take such steps as are reasonably necessary (including, where appropriate maintenance of suitable stocks, on-demand print or other rapid print facilities and/or other methods) to ensure that the relevant publication can be made available for sale, at a price no greater than the then maximum cover price for that publication.

5 The Contractor shall provide, or make arrangements with any third party to provide, services to allow customers to be supplied with copies of any printed publication it or the predecessor Contractor published, which continues to have effect but which is no longer stocked by the Contractor.

8.2 PRINT QUANTITIES

1 For each publication the Contractor shall determine the quantity to be printed by aggregating requirements for:

   a. Direct deliveries as appropriate to both Houses of Parliament and the National Assembly for Wales, Northern Ireland Assembly and the Scottish Parliament.

   b. Any direct deliveries to the sponsoring department/organisation within Government.

   c. The number required to meet any global subscriptions and standing orders including copies to meet Legal Deposit requirements.

   d. In the case of Bound Volumes and Editions, the anticipated additional sales over the expected life of the publication.
e. Any other requirements for which the Contractor considers necessary.

2 Should the print quantity prove inadequate to meet demand during the life of the publication, the Contractor shall be responsible for ensuring continued availability. The initial print quantity shall be sufficient to meet demand and the Contractor’s right to establish the initial print quantity in no way affects the obligation on the Contractor to meet continuing demand.

8.3 STANDING ORDER AND SUBSCRIPTION SERVICES

1 The Contractor shall provide, or arrange for a third party to provide, standing order and/or subscription facilities which allow customers, as a minimum, to receive printed copies, and electronic copies including PDF where available, of:

a. All publications
b. All publications of a certain type (e.g. all Acts of the Scottish Parliament)
c. All publications on a specific subject (e.g. all publications on primary education)
d. All publications of a certain type on a specific subject (e.g. primary education – all statutory instruments)
e. All statutory instruments raised under a particular enabling power (e.g. Education Reform Act – all statutory instruments)
f. Individual titles (e.g. Finance Act; bound volumes of Welsh statutory instruments)
g. Individual Bound Volumes and Editions.

2 New classifications shall be created to meet customer requirements.

3 The Contractor shall register standing orders and standing orders on an “until further notice” basis and for fixed calendar periods for delivery within the UK, Europe and elsewhere. Where a customer takes out a new subscription midway through a subscription period they should have the option of being supplied from date of acceptance or backdate their subscription to receive back issues of publications already published to any date specified.

4 Changes of address and other amendments and cancellations shall be processed efficiently within a minimum of two working days of receipt of the request. The Contractor shall process urgent requests made via telephone immediately.

5 Customers receiving electronic copies should have the option of receiving publications through an online portal, such as Official Publications Online, according to standing order classifications. The portal should provide advanced search capabilities across digital content, an alerting service when new publications are published and the ability to maintain access and persistent links to content.

6 The Contractor shall maintain lists of customers registered for all standing order categories and for subscriptions. These shall be made available to the Authority on demand. The Authority shall not make any standing order lists available to any third party without the prior consent in writing of the Contractor. The Contractor shall not make any list of customers registered for the publications available to any third party,
nor make use of them itself other than for the despatch of the ordered items and associated accounting operations, without the prior consent in writing of the Authority, not to be withheld unreasonably.

7 The Contractor shall despatch publications selected under these arrangements to customers within one working day of publication.

8.4 BIBLIOGRAPHIC SERVICES

1 The Contractor shall compile, record and publish bibliographic information to internationally recognised standards (such as the Anglo American Cataloguing Rules, 2nd edition – AACR2) for all publications including information on title, pagination, format, IBSN, date of publication, physical description and price.

2 The Contractor shall maintain a bibliographic record for each publication, which can be searched by either ISBN (International Standard Book Number) or keyword. This may be provided through the legislation.gov.uk website and elsewhere. The record for each publication shall be searchable through the Contractor’s online sales channels and United Kingdom Official Publications (UKOP).

3 The Contractor shall make arrangements for bibliographic information to be made available to the British Library and shall provide bibliographic data for book trade use and for inclusion in UKOP. The arrangements for the provision of data to third parties may be varied by written agreement between the Authority and the Contractor.

4 The Contractor shall compile a daily list of all publications published under this contract which shall include details of all publications published. This list should be made available online through legislation.gov.uk. The Contractor may make a printed version of the list available on subscription which may involve payment of an appropriate fee.

5 The Contractor shall prepare and publish regular bibliographic and catalogue services including Annual Catalogues for the publications which shall be made available singly, or on subscription at an appropriate fee.

6 The Contractor shall prepare Daily, Monthly and Annual Lists of Scottish Statutory Instruments, (including those which have not been printed). These shall include a numerical list of Scottish Statutory Instruments and an index of subjects.

7 These lists may be combined with a list of other publications covered by this contract, such as explanatory publications. The Contractor shall ensure that the lists are published on the legislation.gov.uk website with embedded links to the full text or PDF of the publication. The Monthly and Annual Lists should also be made available in printed format. The Contractor shall on payment of an appropriate fee also make the Monthly Lists available singly or on subscription, and the Annual List available singly or on standing order.

8 The Lists of Scottish Statutory Instruments shall include the Date of Issue (online and in print), together with the page extent, ISBN and price) for each item together with the following information:

   Number, Subject(s), Title, Enabling Powers, subject headings, Made On [date], Laid before the Scottish Parliament 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: Scotland,
classification, dimensions, embedded link (in Daily List) to the Scottish Statutory Instrument on legislation.gov.uk, index terms for use in the monthly and annual lists and where appropriate implementation date of European legislation which will be provided to the Contractor when each Scottish Statutory Instrument is sent for publication.

9 The Daily List shall be arranged by type of publication and within that alphabetically or numerically as appropriate. There will be a subject index to the secondary legislation at the front.

10 The Monthly and Annual Lists shall include sections for:
   a. Primary legislation and explanatory publications – full records arranged alphabetically.
   b. Secondary legislation – full records arranged alphabetically under subject headings.
   c. Lists of statutory instruments by number with associated subject headings.
   d. Lists of statutory instruments with subsidiary numbers including alphabetical indexes.

11 The Daily List of statutory publications will be appear on legislation.gov.uk in addition to the specified bibliographic and catalogue services detailed above the Contractor shall, if it is considered appropriate, include any publication in a suitable subject catalogue produced by the Contractor.

8.5 ORDER PROCESSING

1 In addition to maintaining standing order and subscription services, the Contractor shall provide, or make arrangements with a third party to provide, facilities to accept orders, including, but not limited to, the following means:
   a. Online.
   b. Email.
   c. Fax.
   d. By post to at least one UK mainland address.
   e. By telephone to non-premium rate numbers, such numbers to be provided with answer phone services outside business hours.

Contact details for these services shall be published by the Contractor. The Authority agrees that summaries of ordering arrangements for the general public may appear on designated published items.

2 Online order facilities shall allow customers to search and order the full range of publications and provide secure online and post payment options.
3. The Contractor shall undertake that orders shall be processed promptly and accurately and the following targets will apply:

   (a) Post orders to be processed for order fulfilment within 2 working days of receipt.

   (b) Telephone, fax, online and email orders to be processed and passed for order fulfilment within 1 working day of receipt.

4. All orders from whatever source shall be processed with a target of 100% accuracy.

5. On normal working days all telephone calls are to be answered promptly between the hours of 8.30am and 5pm with the option of extended hours for customers that require them. The minimum standards shall be that 90% of all telephone calls are answered within 20 seconds, and 95% within 30 seconds. Answered in this context shall mean a substantive response from a member of staff of the Contractor or its agent, rather than the intervention of any queuing or recorded answering system. Unanswered telephone calls shall be directed to an automated message service so that enquirers may receive further information on how to resolve their query and be able to leave a message on receipt of which the Contractor shall take the appropriate action. The target should be for no more than 5% of calls to be abandoned.

6. Deaf, hard of hearing and speech-impaired customers shall be able to place orders and other enquiries via text phone services between the hours of 8am and 5pm.

8.6 ORDER FULFILMENT

1. The Contractor shall be responsible for all aspects of order fulfilment. The targets for order fulfilment shall be despatch on the date of publication, but no later than the working day following publication and/or availability of printed copies for items which have already been published online.

2. The Contractor shall ensure that all consignments to Members of the European Parliament and within the UK to public bodies (including without limitation, libraries and educational establishments), Members of Parliament and private individuals are despatched on a daily basis and unless the customer requests otherwise, by post at its own expense and at its own charge. In all other cases, the Contractor shall be entitled to charge reasonable postage and packaging expenses to the customer. The Contractor may arrange for the consignment to be despatched by courier services.

3. The Contractor shall be responsible for investigating any claims for non-receipt or damage in transit and for such replacement copies as may be necessary.

4. Orders shall be assembled for despatch with a target of 100% accuracy.

8.7 DIRECT DELIVERY TO PARLIAMENTS AND ASSEMBLIES

1. The Contractor shall deliver pre-determined quantities of the publications to specified addresses within the Houses of Parliament, the National Assembly for Wales, Northern Ireland Assembly and the Scottish Parliament.

2. The Parliamentary and Assembly authorities shall notify the Contractor of the quantities required and the addresses to which they must be delivered.
3 The Contractor shall undertake to ensure that these copies are delivered to the specified addresses within the Parliamentary / Assembly estate in the quantity required and are appropriately labelled. The Contractor shall provide the printer with distribution and labelling details to ensure their correct and timely despatch.

4 The Parliamentary and Assembly authorities may, for security reasons, restrict access to their Estates to specified delivery services which they have approved. The Contractor shall contact the security teams of the Parliamentary and Assembly authorities and ensure that its deliveries comply with the required security arrangements.

5 Scottish Parliament orders agreed to be urgent shall be delivered within 2 hours of receipt.

8.8 INTERNATIONAL STANDARD BOOK NUMBERS (ISBNS) AND BARCODES

1 The Contractor shall be responsible for obtaining from the ISBN Agency (http://www.isbn.nielsenbook.co.uk/controller.php?page=121), sufficient ISBNs for the publications it issues and for obtaining and supplying barcodes as required.

2 The Contractor shall cause the ISBN and associated barcode to appear on the back cover or last page of each publication in accordance with the examples of copyright notices and imprints attached at Annex B.

8.9 IMPRINTS AND PUBLISHER DETAILS

1 The Contractor shall comply with the requirement that publishing details and imprints as detailed in the examples of copyright notices and imprints included in examples attached as Annex B or as otherwise advised by the Authority, appear on each publication.

2 The Contractor shall be permitted to apply advertisements, logos, emblems or symbols to the publications and the packaging materials provided that the Contractor does not detract from the good name of the Authority or the Crown. Individual proposals shall be subject to agreement with the Authority.

8.10 REMAINDERING AND DELETIONS

1 The Contractor shall at its own expense dispose of any excess stock which it has retained.

2 When no stocks are held of any title, the Contractor shall annotate all bibliographic records to indicate that copies will be available via on-demand print facilities. Such titles shall continue to be included in the list of available publications maintained by the Contractor for a minimum period of ten years from the date of first publication, or for such time as they remain in force, if this is longer.

8.11 LEGAL DEPOSIT

1 The Contractor shall deposit printed [and electronic] copies of the publications in the libraries in which such deposit is defined and required by law within the time stipulated in the Legal Deposit Libraries Act 2003 and any Regulations made under that Act. In the case of libraries which are entitled to copies only on specific claim,
The Contractor shall despatch copies automatically without the need for libraries to claim them.

2 The Contractor shall despatch such copies, securely wrapped, by post, on at least a weekly basis and within one month of publication as is required by the legislation.

3 For any publication which is published only on the legislation.gov.uk website, the Contractor shall arrange for the supply of appropriate electronic files with the Legal Deposit Libraries in accordance with the arrangements which have been promulgated by the Deposit Libraries.

8.12 REPRINTING BOUND VOLUMES AND EDITIONS

1 The Contractor shall be responsible for the timely provision of reprints of all Bound Volumes and Editions within the minimum retention period of four years to ensure that normal levels of demand replenishment stock is made available without interruption to supplies.

2 The Contractor may continue to offer for sale any publication beyond the minimum retention period, at its own expense.

3 The Contractor shall provide, or make arrangements with any third party to provide, services to allow customers to be supplied with copies of non-stocked publications which it or the predecessor Contractor published. The charges for such services shall be agreed between the Contractor and the Authority.

8.13 ENQUIRY SERVICES

1 The Contractor shall provide, or make arrangements with any third party to provide, enquiry services to give information on the titles published, their price and availability, and the associated ordering and despatch services.

2 These enquiry services shall be staffed by competent personnel, subject to qualitative assessment, with access to the computerised title file and stock systems.

3 Enquiries shall be accepted by different methods, including, but not limited to, the following means:
   a. Online.
   b. Email
   c. Fax
   d. By telephone to non-premium rate numbers, such numbers to be provided with answer phone services outside business hours.
   e. By post to at least one UK mainland address.

4 On normal working days all telephone calls are to be answered promptly between the hours of 8.30am and 5.30pm, with the option of extended hours for the customers that require them. The minimum standards are that 90% of all telephone calls are answered within 20 seconds and 95% within 30 seconds. Answered in this context shall mean a substantive response from a member of staff of the Contractor or its agent, rather than the intervention of any queuing or recorded answering system. Unanswered telephone calls shall be directed to an automated message
service so that enquirers may receive further information on how to resolve their query and be able to leave a message on receipt of which the Contractor shall take the appropriate action. It is expected that no more than 5% of calls should be abandoned. Postal enquiries shall be answered within a maximum of two working days of receipt.

5 The Contractor shall utilise methods to assess service quality, such as mystery shopping exercises and customer surveys and use the feedback obtained to improve services.

8.14 HANDLING COMPLAINTS

1 The Contractor shall register and respond to any complaints received regarding the printing, publication, storage and despatch of the publications or regarding the associated bibliographic information and enquiries services. The Contractor shall retain copies of all associated correspondence both received and sent.

2 The Contractor shall respond to such complaints within 2 working days of receipt, providing an interim reply in those cases when a substantive answer cannot be supplied in this time period. The target time for the resolution of complaints is 3 working days. If the complaint cannot be satisfactorily resolved the Contractor shall escalate the issue in stages to the Customer Services Manager, the Contract Manager and the Client Services Director as required. Complainants will have the right to take a complaint to the Authority if the Contractor is unable to resolve the issue. The Contractor’s complaint policy will make this clear to users of contract services.

3 The Contractor shall provide to the Authority, on request, statistics of complaints, received regarding the publications and associated services including the nature of the complaint, its cause and area of service and shall, on demand, provide the Authority with copies of all correspondence relating to specific complaints.

8.15 AVAILABILITY THROUGH RETAIL OUTLETS

1 The Contractor shall provide for copies of the publications to be purchased through retail outlets, by entering into agreements with booksellers or other third parties, for the sale of the publications.

2 The retail facilities shall be staffed by competent personnel and shall provide counter services for callers, conduct mail order operations and answer enquiries. When undertaking these functions the target levels for all orders despatched from stock shall be 2 working days from receipt of order with the facility to provide urgent orders within 1 working day of receipt of order.

3 Orders shall be assembled for despatch with a target of 100% accuracy.
9 DISSEMINATION: INDIVIDUAL TITLE REQUIREMENTS

9.1 ACTS OF THE SCOTTISH PARLIAMENT (ASPS)

1. Background

A Bill which has been passed by the Scottish Parliament is required to be submitted to the Sovereign before it becomes an ASP.

The Clerk of the Scottish Parliament is responsible for inserting the date of Royal Assent on the ASP and for numbering the ASP. The Clerk will then make a copy of the official print of the ASP which he shall certify as a true copy and which will be forwarded to the Queen’s Printer for Scotland who is then responsible for causing copies to be printed, published and sold.

An official print of every ASP is produced on parchment archive quality paper (meeting certain requirements laid down by the National Archives of Scotland). This copy is sent to the Keeper of the Records of Scotland to become the official archive copy of the ASP. The Contractor shall invoice the Scottish Parliament for these copies in accordance with the agreed pricing matrix.

2. Page Size

Page size is A4 (297mm x 210mm).

3. Format

An ASP may consist of any number of pages. ASPs of eight pages or more, up to and including 96 pages are to be saddle-stitched. Perfect binding will be required for ASPs making more than 96 pages.

Each ASP will be produced with a cover which will be printed as a self cover, although when the page content is 32 or above, a cartridge cover will be required. In most but not all cases the front cover will contain a rubric relating to the Explanatory Notes produced in respect of the Act, as directed by the Authority. The title of the Act will also be printed on the spine if the ASP makes 112 pages or more. The Contractor shall ensure that a proof of the cover and spine is sent to the Clerk of the Parliament for approval prior to printing.

The official print archive copy may consist of any number of single leaves, enclosed by a wrap-around cover (larger ASPs only), drilled with three holes at the left-hand edge, and enclosed by bell-band.

4. Operations

Copy for each ASP will be provided by the Clerk of the Parliament together with a disc in a word processing (Postscript) format by e-mail attachment or other electronic medium, and in hard-copy printout. The disc electronic copy will produce complete camera ready copy pages. A plain text file in Word format will also be provided for generation of electronic data. The PostScript pages are output and checked against hard copy supplied. The Queen’s Printer for Scotland will authorise the publication and printing of the ASP.
For Official Print versions:

From the data provided the Contractor will:

- Ensure insertion of Scottish Royal Arms.
- Print in black throughout.
- Gather with wrap around cover, drill 3 holes at left-hand edge at 80mm centres, trim to size, and enclose by belly-band.
- Wrap and deliver in quantities as stipulated.

For printed copies:

From the data provided the Contractor will:

- Print in black throughout.
- Fold, inset, saddle-stitch 2 non-rusting wires, or gather, collate and adhesive perfect bind as appropriate, trim 3 edges.
- Wrap and deliver in quantities as stipulated.

The Contractor shall ensure that printing is sharp and clear throughout the supply, and associated finishing operations are performed to a consistently high quality, the arbiter of acceptability in all instances being the Authority.

5. Page Content and Frequency of Publication

The page content of an ASP can vary from one page upwards. The number of ASPs produced will also vary from year to year.

6. Proofing Requirements

The Clerk of Legislation in the Parliament will give notice of any proofing requirements. Unless otherwise stipulated proofs will be required to be delivered no later than 10.00am on the due date, to:

The Clerk of Legislation
The Scottish Parliament
Edinburgh, EH99 1SP

7. Page Layout and Typefaces

The page layout of an ASP is very similar to that of the Bill from which it evolved, but without line numbers, and with the addition of the Scottish Royal Arms, an “enactment formula” and an “asp number” on the first page.

The page layout, type faces and type sizes will follow the form and conventions incorporated in the template which is currently in use. On occasions artwork is to be incorporated, layout will be as specified by the Clerk of Legislation in the Scottish Parliament.
8. **Print Colour**

All ASPs are to be printed throughout in black, unless otherwise specified.

9. **Paper and Materials**

**Text and Self covers:** Sovereign White Wove ‘Recycled’ FSC mixed printing, neutral sized, 80gsm (archival quality).

**Cartridge Covers:** Vanguard Cream Vellum, 160gsm.

**Official Print (Archive) copies:** Blue-white Goatskin parchment: text 120gsm, cover 160gsm (archival quality) (Arjo Wiggins).

All materials must be suitable in all respects for the work.

10. **Quantity**

3 copies of the Official Print copies are to be produced.

The print quantity for each ASP will be determined by the Contractor taking account of the requirements of the Scottish Parliament and the Scottish Executive. The number of copies required will vary with each ASP and will be determined by experience, previous sales history and the Contractor’s view of the likely sales potential.

11. **Copy**

All copy will be provided by the Clerk of Legislation in the Scottish Parliament. At or after Royal Assent, the Clerk will supply copy for publication in hard copy format together with a disc in a word processing (Postscript) format by email attachment or other electronic medium. A plain text file in Word format will also be provided for generation of electronic data. The PostScript pages are output and checked against hard copy supplied. The Queen’s Printer for Scotland will authorise the publication and printing of the ASP.

The Contractor will ensure insertion of cover price, copyright legend, Queen’s Printer imprint, ISBN and bar code.

12. **Publication/Delivery Timetable**

Official print copies are to be delivered within five working days of receipt of the text from the Scottish Parliament.

All ASPs are to be published on the legislation.gov.uk website as soon as possible, and certainly no later than 24 hours after receipt of the approved text from the Scottish Parliament. Printed copies should also be available as soon as possible and at the latest within 3 working days of receipt of the approved text being made available.
13. **Corrections**

Where errors are found in the printed copy of an ASP, the Queen’s Printer for Scotland will authorise corrections to be made. Some corrections will require the issue of a correction slip, copy for which will be provided by the Queen’s Printer for Scotland in the form of an electronic Word file. The corrections should be incorporated into the database used for generating print-on-demand copies and incorporated into the electronic files published on the website. Other corrections may be authorised by the Queen’s Printer for Scotland to be incorporated into the database and made in the ASP copy for generating print-on-demand copies and available in electronic media.

Where errors are found in archive copies, the Clerk of the Parliament will authorise the issue of an Archive correction slip or the reprint of a whole page or pages of the archive copy.
9.2 EXPLANATORY NOTES TO ACTS OF THE SCOTTISH PARLIAMENT

1. Background

Bills introduced by the Scottish Ministers to the Scottish Parliament are accompanied by Explanatory Notes (amongst other “accompanying documents”). The Explanatory Notes, updated as need be (and possibly incorporating material originally published in one of the other accompanying documents for the Bill), are published alongside the ASP to which they relate.

2. Responsibility

The Explanatory Notes to ASPs are produced by the Scottish Executive, who are responsible for clearing these with Scottish Parliamentary Counsel and for forwarding them to the Office of the Queen’s Printer for Scotland (OQPS). They are published separately from the ASP, though they are in a series with a common link to the ASP Number. They are published on the legislation.gov.uk website with links from and to the relevant ASP.

3. Page Size

Page size is A4 (297mm x 210mm).

4. Format

The Notes may consist of a varying number of pages. Each Note will be printed with a self cover which will be printed as a self cover although when the page content is 32 pages or above, a cartridge cover is required. The cover will be printed on pages i and iv, with a printed spine if making 112 pages or more. The Contractor shall ensure that a proof of the cover and spine is sent to OQPS for approval prior to printing for publication.

Notes consisting of 8 pages or more, up to 96 pages are to be saddle stitched; perfect binding is required for work over Notes exceeding 96 pages.

5. Operations

Once the Bill is ready for Royal Assent, the Scottish Executive will amend the Explanatory Notes, clear the revised version with Scottish Parliamentary Counsel and forward these to OQPS. The version will be prepared using a standard template.

OQPS will check the Explanatory Notes, add the ASP number and forward the resulting data to the Contractor for printing.

From the data provided, the Contractor will:

- Output and check against hard copy supplied.
- Typeset covers and other material as necessary.
- Supply proofs as required.
- On approval, print in black throughout.
- Fold inset, saddle-stitch two non-rusting wires, or gather and collate and adhesive bind as appropriate. Trim 3 edges.
6. **Page Content**

The page content of the Notes will vary from one page upwards. It is expected anticipated that on average the Notes will make consist of approximately 30% more pages than the corresponding ASP.

7. **Proofing Requirements**

Proofs of the text of the Explanatory Notes will generally not be required though when requested these shall be provided to the appropriate Department for approval. When requested, proofs of the Cover shall be provided to OQPS for approval.

8. **Page Layout and Typefaces**

The page layout, type faces and type sizes of the Explanatory Notes shall follow the form and conventions incorporated in the template agreed with Scottish Parliamentary Counsel.

For the Cover the typefaces shall be as follows:

- **Scottish Royal Arms crest:** 38mm x 43mm
- **“Explanatory Notes” heading:** 20pt. Times
- **“Act Title and Number”:** 20pt. Times
- **“Price”** 16pt. Times

9. **Print Colour**

All Explanatory Notes are to be printed throughout in black, unless otherwise specified.

10. **Paper and Materials**

**Text and Self covers:** Sovereign White Wove ‘Recycled’ FSC mixed printing, neutral sized, 80gsm (archival quality).

**Cartridge Covers:** Kaskad Sparrow Grey 160 gsm.

All materials must be suitable in all respects for the work.

11. **Quantity and Frequency**

The print quantity will be established by the Contractor. The number of copies required will vary with each Explanatory Note and will be determined by experience, previous sales history and the Contractor’s view of the likely sales potential.

Explanatory Notes will not be produced for each Act of the Scottish Parliament but generally only those which originate from Bills introduced into the Scottish Parliament by Scottish Ministers ("Executive Bills").

The Notes are optional for ASPs which result from Private Members’ Bills whether or not supported by Scottish Ministers.
12. **Copy**

Copy for the Explanatory Notes will be originated by the Scottish Executive and will be supplied to the Contractor via OQPS. The Contractor will generate the copy for the cover from the Explanatory Notes copy provided.

The Contractor will ensure insertion of cover price, copyright legend, Queen's Printer imprint, ISBN and bar code.

13. **Delivery Timetable**

Delivery time is critical. The aim is that Explanatory Notes are published alongside the relevant corresponding ASP at the stipulated date and time. All ENs are to be published on the legislation.gov.uk website as soon as possible, and certainly no later than 24 hours after receipt of the approved text from OQPS. Printed copies should also be available as soon as possible and at the latest within 3 working days of receipt of the approved text being made available. Provided the copy for the Explanatory Notes is made available to the Contractor in good time then publication of the Explanatory Notes should adhere to this priority.

14. **Service Requirements**

The Contractor shall ensure that the content of all work is kept confidential at all stages of production prior to authorised publication.

15. **Quality Standards**

The Contractor shall ensure that printing is sharp and clear throughout the supply and associated finishing operations are performed to a consistently high quality. The Queen's Printer for Scotland will be the arbiter of acceptability in all instances.

16. **Corrections**

Where mistakes are found in the printed copy of Explanatory Notes, OQPS will authorise corrections to be made and will provide the copy for any correction slip as an electronic file in Word format. Where corrections are necessary these will be incorporated in the version published on the legislation.gov.uk website. The corrections should be incorporated into the database used for generating print-on-demand copies and into the electronic files published on the websites.
9.3 SCOTTISH STATUTORY INSTRUMENTS

1. Background

Subordinate legislation is made under powers conferred by or under statute on Her Majesty in Council, or on a Minister, Department or other body or person. It is also referred to as delegated or secondary legislation, and the statute conferring the power is referred to as the enabling or empowering or parent Act. The term Statutory Instruments covers most subordinate legislation made by central Government since the Statutory Instruments Act 1946 came into force in January 1948. Statutory Instruments are made in a variety of forms and the form to be adopted is prescribed in the enabling Act. Draft Statutory Instruments are superseded by numbered Statutory Instruments. The Scotland Act 1998 devolved powers to make Scottish Statutory Instruments to the Scottish Administration.

Most SSIs are printed and published though many instruments, generally relating to Roads and which are purely of a local nature are not required to be printed and are published only on the legislation.gov.uk website.

2. Page Size

Page size is A4 (297mm x 210mm). Where required, folded A3 (297mm x 420mm) pullouts may be incorporated.

3. Quantity and Volume

Approximately 400 print instruments are expected per year with a page content between 2-64 but occasionally higher. Approximately a further 115 instruments per year are of a local nature which are only published on the legislation.gov.uk website. The maximum page content of any printed Scottish Statutory Instrument is currently approximately 380 pages.

The print quantity for each SSI will be determined by the Contractor taking account of the requirements of the Scottish Executive. The number of copies required will vary with each SSI and will be determined by experience, previous sales history and the Contractor’s view of the likely sales potential.

The finished styles of SSIs will vary according to the page content as follows:

<table>
<thead>
<tr>
<th>Page Content</th>
<th>Style</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 or 2 pages</td>
<td>single leaf</td>
</tr>
<tr>
<td>4 pages</td>
<td>single fold</td>
</tr>
<tr>
<td>8 – 28 pages</td>
<td>saddle stitched two wires</td>
</tr>
<tr>
<td>32 – 96 pages</td>
<td>saddle stitched two wires with cream cover</td>
</tr>
<tr>
<td>over 96 pages</td>
<td>perfect bind and special wrapper with cream cover</td>
</tr>
</tbody>
</table>

Separate cartridge covers are required where the page content exceeds 32 pages. The cartridge cover will be printed on pages i and iv, with a printed spine if making 112 pages or more.

In the case of Scottish Statutory Instruments for the Privy Council, Principal Copies will be required prior to publication. (Approximately 5% of the annual requirement of SSIs.) Principal Copies will consist of the SSI (in its usual typographical format) printed on laid paper. The finished size will be A4 and normally 4 copies (2 signed...
and 2 unsigned) will be required. Finished copies to be flat or saddle stitched with 2 non-rusting wires as required.

The number of pages and copies ordered will vary according to the requirements of the Scottish Executive. Up to 10 SSIs may be returned for press simultaneously.

4. Production Method

The Scottish Executive will generally supply text using the Statutory Instrument template.

If it is technically possible for the template to be used and the Scottish Executive choose not to use it, the Contractor may charge for all typesetting and proofing.

If it is not possible to use the template for the preparation of copy then typesetting and proofing should be supplied by the Contractor at no extra charge.

5. Operations

Where the template is not used:

- Set data from copy supplied to form basis for a primary database.
- Photoset and supply page proofs.
- On return of proofs keyboard corrections and merge with primary database to produce an updated database and produce corrected page output and revised proofs.
- On receipt of press proofs, set corrections and strip in as necessary ensuring that the database is also updated.

For all Scottish Statutory Instruments:

- Print in black throughout (unless other colours are specified by the Sponsor Department).
- Perform such of the following operations as necessary: cut; fold; inset into covers or sections; gather and collate; flat or saddle stitch (two non-rusting wires); unsewn (perfect) bind; special wrapper; trim; pack and deliver.

Scottish Statutory Instruments will occasionally include large plans or maps which may be produced as throw outs.

Any necessary blank pages will not be folioed.

6. Copy

Departments generally provide material in electronic format to a standard Microsoft Word template which has been designed specifically for drafting SSIs. Where the template has not been used material may be provided as typewritten and manuscript copy for which typesetting and proofing services will be required.

The Contractor will ensure insertion of cover price, copyright legend, Queen’s Printer imprint, ISBN and bar code.

7. Illustrations

Illustrations may be provided as original artwork or in digital format for reduction or enlargement as necessary.
8. Format
   - The typeface is Times New Roman.
   - Main body of text to normally be set in 10½ point on 11½ point. In some instances text may be set in 10 point solid or 9 point solid.
   - Tables to be set 9½ point on 11 point. Occasionally side notes are required which shall be set in either 9 point or 8 point solid.
   - The schedule following the text shall be set in either 10½ point on 11½ point or 9½ point on 10½ point as required.
   - Footnotes will normally be set in 8 point on 9 point.
   - Type will normally be set to page dimensions of 33 ems of 12 point wide by 62 ems of 12 point deep inclusive of folio.
   - On work including sidenotes the page dimensions will be 39 ems of 12 point wide by 62 ems of 12 point deep. (Text matter will occupy 33 ems of 12 point and sidenotes 6 ems of 12 point.)
   - Some typographic variations may be necessary as specified by the Scottish Executive.

9. Proofs
   Proofs must be supplied for SSIs not provided through the SI template for the Scottish Executive’s approval. Proofs must be supplied by email in PDF format unless otherwise agreed.

10. Paper
    **Text and Self covers:** Sovereign White Wove ‘Recycled’ FSC mixed printing, neutral sized, 80gsm (archival quality).

    **Cartridge Covers:** Vanguard Cream Vellum, 160gsm.

    **Privy Council Principal copies:** text and self covers Conqueror Azure Laid, 120gsm. Cartridge covers not applicable.

   All materials must be suitable in all respects for the work.

11. Timetable
    All SSIs are, unless longer timescales are specified by the Scottish Executive, to be published on the legislation.gov.uk website as soon as possible. All SSIs which reach the Contractor by 2.00pm should, unless a longer timescale is specified, be published on the legislation.gov.uk website that afternoon while those received after that time should be published by 9.00am the following morning. Printed copies should also be available as soon as possible and at the latest within 3 working days of receipt of the approved text being made available.
The Contractor shall ensure that the following timetable is strictly adhered to for delivering proofs of all SSIs not produced using the SI template:

To be delivered not later than 08.30 on the date specified.

<table>
<thead>
<tr>
<th>No of pages</th>
<th>Proofs</th>
<th>Revises</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>(1)</td>
<td>(2)</td>
</tr>
<tr>
<td></td>
<td>Working days</td>
<td>Working days</td>
</tr>
<tr>
<td>Up to 16</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>17 to 64</td>
<td>3</td>
<td>2</td>
</tr>
<tr>
<td>65 to 96</td>
<td>4</td>
<td>3</td>
</tr>
</tbody>
</table>

The above timetable excludes Saturday, Sunday and public holidays.

A working day will be deemed to comprise of 24 hours.

12. **Confidentiality**

The Contractor shall ensure that the content of all work is kept confidential at all stages of production prior to authorised publication.

13. **Quality Standards**

The Contractor shall ensure that printing is sharp and clear throughout the supply, and associated finishing operations are performed to a consistently high quality, the arbiter of acceptability in all instances being the Authority.
9.4 REQUIREMENTS FOR EXECUTIVE NOTES TO SCOTTISH STATUTORY INSTRUMENTS

1. Background

All Scottish Statutory Instruments which are laid before the Scottish Parliament are accompanied by an Executive Note.

2. Page Size

Page size is A4 (297mm x 210mm).

3. Quantity

Approximately 400 are expected per year.

4. Copy

Executive Notes are provided in a standard format as Word documents in accordance with a template which has been designed specifically for drafting Executive Notes.

5. Operations

The Contractor will be required to produce PDFs of each Executive Note for publication alongside the SSIs to which they refer on the legislation.gov.uk website.

6. Timetable

All Executive Notes are to be published at the same time as the SSIs to which they refer, on the legislation.gov.uk website in PDF format.

7. Confidentiality

The Contractor shall ensure that the content of all work is kept confidential at all stages of production prior to authorised publication.
9.5 **ANNUAL BOUND VOLUMES OF ACTS OF THE SCOTTISH PARLIAMENT**

1. **Background**

These are volumes of all the Acts of the Scottish Parliament (ASPs) produced in a Calendar year, bound in numerical order with contents pages, Tables of Derivations and Destinations, tables showing Effects of Legislation and an Index. ASPs are listed alphabetically and chronologically. Volumes are produced some months after the individual Bills forming the ASPs have received Royal Assent, thus allowing time for any minor errors to be corrected.

2. **Paper Size**

Page size is A4 (297mm x 210mm).

3. **Format**

Volumes of ASPs (with contents pages) are bound in hardback form, and will contain the Tables and Index produced in hardback format. There are approximately 2 Volumes per annum.

4. **Printing and Binding Operations**

- Amend as necessary from existing database (as used in production of ASPs). Additionally, preliminary pages and the Index are to be set. Re-number pages to run consecutively throughout Volumes.
- Print in black throughout, fold, gather, collate, deliver in bulk for subsequent binding. Collate volumes into sets, cut and fold good quality cartridge endpapers 120gsm and tip-on endpapers on to first and last sections, section sew without tapes, glue up spine, trim 3 edges to size.
- Round and back, line spine: 1st lining of calico extending within 13mm of the head and tail and 25mm over each endpaper (plus backing joint); 2nd lining of stout kraft paper.
- Make cases of millboard 2340 microns in thickness with a stout paper hollow, full cover red cloth with turn-ins not less than 13mm all round, gold block spines as per part, glue endpapers and case books with French joints, press books individually and press in between French grooved pressing boards.
- Leave in standing press over-night.
- Inspect books individually and insert each complete set into rigid cartons (to be supplied) fore-edge first.

*Note:* All material is to run head to tail. Alignment of blocking on spine must be consistent on all volumes. The books are to be firmly pressed when casing-in to ensure adhesion of the endpapers and especially the mull joint at the hinge.

5. **Page Content**

The page content of ASPs can vary from one page upwards, and the number of ASPs produced will vary from year to year.
7. **Proofing Requirements**

Proofs will be required of the preliminary matter and the Index. These are to be sent to:

Legislation Services  
Office of the Queen’s Printer for Scotland  
c/o The National Archives  
Kew  
Richmond  
Surrey, TW9 4DU

8. **Page Layout**

Page layout follows that of the individual ASPs, with pages renumbered to run consecutively throughout all the volumes. The ASPs carry Arabic numerals, tables carry Roman numerals and the Index at the end has italic Arabic page numbering.

9. **Type Faces and Type Sizes**

As bound volumes of ASPs are produced from the database used for the production of individual ASPs, type faces and type sizes are the same. The Index is to be typeset in 9pt Times to a type area 58 ems of 12pt deep x 36ems of 12pt wide, including running heads.

10. **Print Colour**

All Volumes to be printed throughout in black or colour as the included legislation was originally published unless otherwise specified.

11. **Paper and Materials**

Text: Sovereign White Wove ‘Recycled’ FSC mixed printing, neutral sized, 80gsm (archival quality).

Cloth: Equivalent to Redbridge Arbelave Buckram – Shade 550 Blue.

Rigid cartons.

Endpapers: Good quality white cartridge 120gsm

Millboard: Equivalent to 2340 microns in thickness.

Blocking Foil: Equivalent to GM Whiley’s New Vap 403.

Chemacs for blocking.

12. **Quantity**

The exact print quantity will be established by the Contractor and will be determined by experience, previous sales history and the Contractor’s view of the likely sales potential.
13. **Copy**

Copy for the preliminary pages and the Index will be supplied by the Office of the Queen’s Printer for Scotland in electronic form as a Word file.

The Contractor will ensure insertion of cover price, copyright legend, Queen’s Printer imprint, ISBN and bar code.

14. **Delivery Timetable**

Delivery of bound copies shall be made no later than two months following the supply of folded, gathered and collated sheets. Publication shall follow on the soonest practical date following delivery.

15. **Quality Standards**

The Contractor shall ensure that printing is sharp and clear throughout the supply, and associated finishing operations are performed to a consistently high quality, the arbiter of acceptability in all instances being the Authority.
9.6 **ANNUAL BOUND EDITIONS OF SCOTTISH STATUTORY INSTRUMENTS**

1. **Background**

   Annual Edition Bound Volumes of Scottish Statutory Instruments are volumes of all the Scottish Statutory Instruments (SSIs) produced in a year, bound in numerical order with contents pages, List of Instruments, Tables of Effect, Numerical and issue List, Classified List and Index.

2. **Paper Size**

   Page size is A4 (297mm x 210mm).

3. **Format**

   Volumes of Scottish Statutory Instruments (with contents pages) are published in hardback. There are expected to be two to three volumes of SSIs per year.

4. **Printing and Binding Operations**

   - Amend as necessary from existing electronic database of SSIs.
   - Amend and supply revised proofs as necessary, print, fold, gather and collate in 32 page sections for binding.
   - Cut and fold good quality white cartridge paper of not less than 120 gm² to form plain single folded endpapers.
   - Edge on endpapers, sew without tapes, glue up spine, trim three 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 of suitable thickness.
   - Make cases of millboard not less than 2.3mm in thickness with stout paper hollow, cover in whole blue 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 groove pressing boards overnight in standing press (or alternative means of ensuring firm French grooves).
   - Examine each book and insert into book cartons fore-edge first, in sets of 2 to 3 volumes.

5. **Page Content**

   The page content of Scottish Statutory Instruments can vary from one page upwards, and the number of Scottish Statutory Instruments produced will vary from year to year.

6. **Proofing Requirements**

   Proofs are required of all pages. These are to be sent to:
   
   Legislation Services
   Office of the Queen’s Printer for Scotland
   c/o The National Archives
   Kew
   Richmond
   Surrey, TW9 4DU J
7. **Page Layout**

Page layout follows that of the individual SSIs with pages renumbered to run consecutively throughout all the volumes.

8. **Type Faces and Type Sizes**

Volumes of SSIs are produced from the database of SSIs, therefore typefaces and type sizes are identical.

9. **Print Colour**

All Volumes to be printed throughout in black or colour as the included legislation was originally published unless otherwise specified.

10. **Paper and Materials**

Text: Sovereign White Wove ‘Recycled’ FSC mixed printing, neutral sized, 80gsm (archival quality).

Hardback Cloth: Equivalent to Arbelave Library Buckram – Shade 532 Claret.

Millboard: 2.30mm thickness.

Endpapers: Good quality white cartridge paper 120gsm

Chemacs for spine blocking and carton labels.

11. **Quantity**

The exact print quantity will be established by the Contractor and will be determined by experience, previous sales history and the Contractor’s view of the likely sales potential, following consultation with the Controller.

12. **Copy**

Copy will be in the form of existing SSIs which the Contractor will hold electronically and new copy which will generally be provided as standard Microsoft Word template files.

The Contractor will ensure insertion of cover price, copyright legend, Queen’s Printer imprint, ISBN and bar code.

13. **Delivery Timetable**

Delivery schedules will be established by the Contractor in consultation with OQPS. Once agreed, schedules shall be adhered to.

14. **Quality Standards**

The Contractor shall ensure that printing is sharp and clear throughout the supply, and associated finishing operations are performed to a consistently high quality, the arbiter of acceptability in all instances being the Authority.
10 TRANSITION AND IMPLEMENTATION

1 The Contractor shall transition to the initial service and the full service with a four phase implementation plan.

2 Phase 1, to 31/12/2010, for tasks relating to launch of the initial service.

3 Phase 2, to 31/03/2011, for tasks relating to the submission, validation and registration system.

4 Phase 3, to 30/06/2011, for tasks relating to the launch of the full service.

5 Phase 4, to 30/09/2011, for the intellectual property release cycle and refinement post the launch of the full service.

6 The Contractor shall deliver the initial service on 01/02/2011.

7 The Contractor shall deliver the full service by 30/06/2011.

8 The requirements for the full service are the entirety of the contracts’ specifications as detailed in this document.

9 The Contractor shall follow the following process for the Intellectual Property Rights (IPR) Release Cycle:
   a. Assemble IPR working group.
   b. Identify assets for publication (Catalogue).
   c. Agree catalogue of items to be published.
   d. Agree publication mechanism.
   e. Draft required supporting documentation (user guide; technical reference, bindings, etc).
   f. Publication of assets and documentation
   g. Update documentation if/when changes agreed with the Authority

10 This work will take place in Phases 3 and 4 from May to the end of September 2011.

10.1.1 INITIAL SERVICE

1 The Contractor shall meet the requirements for “Dissemination: Print Publication and Distribution” and “Dissemination: Individual Titles” in full.

2 The Contractor shall provide an ingest route into the publishing process for all legislation types and associated documents.

3 The Contractor shall meet the requirements for provision of the SI Template and Support for Drafters of Legislation.

4 The Contractor shall meet the requirements for website hosting.
5 The Contractor shall ensure that every HTTP request made to a legislation.gov.uk URL that returns a web page (an XHTML document) on 31/01/2011, resolves on 01/01/2010 and thereafter.

6 From 01/02/2011 and thereafter, the Contractor shall add new legislation to the website in XHTML and PDF formats, conforming to the website addressing scheme, style and templates.

7 From 01/02/2011 and thereafter, the Contractor shall provide browse and navigation pages for new legislation and update an ATOM feed.

8 The Contractor shall provide a search and an advance search service for the website.

10.1.2 MILESTONES

1 The Contractor shall report progress to the Authority on development of the full service from the award of contract to full implementation, on at least a weekly basis.

2 The Contractor shall notify the Authority of the approach to delivering the initial service by 30/11/2010.

3 The Contractor shall evidence to the Authority full operational capability for delivering the initial service by 30/11/2010.

4 The Contractor shall notify the Authority of its approach to delivering the full service by 30/11/2010.

5 The Contractor shall deliver the initial service from 01/02/2011.

6 The Contractor shall evidence to the Authority the capability to transform data from the SI Template to a Legislation Markup Language by 28/02/2011.

7 The Contractor shall evidence to the Authority the capability to transform data from the various sources of Primary Legislation to a Legislation Markup Language by 28/02/2011.

8 The Contractor shall evidence its capability to ingest data from the Editorial System by 28/02/2011.

9 The Contractor shall evidence to the Authority the capability to convert and validate an SI authored using the SI Template and other legislative document types against a Legislation Markup Language by 28/02/2011.

10 The Contractor and the Authority will agree the Performance Monitoring System and Service Credit regime by 30/04/2011.

11 The Contractor shall evidence its operational capability to deliver all aspects of the full service by 31/05/2011.

12 The Contractor shall deliver the full service by 30/06/2011.
## ANNEX A - SUMMARY LIST OF PRINT AND ONLINE TITLES

<table>
<thead>
<tr>
<th>Scottish Titles</th>
<th>Online publication</th>
<th>Printed publication</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acts of the Scottish Parliament</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Explanatory Notes to Acts of the Scottish Parliament</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Scottish Statutory Instruments</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Executive Notes to Scottish Statutory Instruments</td>
<td>✓</td>
<td>✗</td>
</tr>
<tr>
<td>Issue List of Scottish Statutory Instruments&lt;sup&gt;1&lt;/sup&gt;</td>
<td>✓</td>
<td>✗</td>
</tr>
<tr>
<td>Annual Bound Volumes of Acts of the Scottish Parliament</td>
<td>✗</td>
<td>✓</td>
</tr>
<tr>
<td>Annual Bound Editions of Scottish Statutory Instruments</td>
<td>Tables of Effect only</td>
<td>✓</td>
</tr>
</tbody>
</table>

<sup>1</sup> Requirement of the current draft of the Publication of Scottish Statutory Instrument Regulations
ANNEX B - LEGISLATION FORMATS & LOCATION OF IMPRINTS & BARCODES

B.1 Formats for Scottish Statutory Instruments
COURT OF SESSION

Act of Session (Rules of the Court of Session Amendment No. 9) (Miscellaneous) 2009

2009 No. 450

EXPLANATORY NOTE

This Act of Session makes miscellaneous amendments to the Rules of the Court of Session.

Paragraph 1 removes reference in Part 7 of Chapter 3 of the Rules to provisions relating to the identification and enforcement of judgments in civil and commercial matters, seized by the European Community, the Republic of Ireland, the United Kingdom, the United States of America and Canada.

The new Council Resolution on the Law of the Court of Session in Scotland was revoked by the Act. The Act of Session 1993 still makes this reference to the Rules in Part 7 of Chapter 3 of the Rules to provisions relating to the identification and enforcement of judgments in civil and commercial matters seized by the European Community, the United States of America and Canada.

Paragraph 2 removes provision made in Part 8 of Chapter 3 of the Rules to provisions relating to the identification and enforcement of judgments in civil and commercial matters seized by the European Community, the United States of America and Canada.

Paragraph 3 removes provision made in Part 8 of Chapter 3 of the Rules to provisions relating to the identification and enforcement of judgments in civil and commercial matters seized by the European Community, the United States of America and Canada.

Paragraph 4 removes provision made in Part 8 of Chapter 3 of the Rules to provisions relating to the identification and enforcement of judgments in civil and commercial matters seized by the European Community, the United States of America and Canada.

Paragraph 5 removes provision made in Part 8 of Chapter 3 of the Rules to provisions relating to the identification and enforcement of judgments in civil and commercial matters seized by the European Community, the United States of America and Canada.

Paragraph 6 removes provision made in Part 8 of Chapter 3 of the Rules to provisions relating to the identification and enforcement of judgments in civil and commercial matters seized by the European Community, the United States of America and Canada.

Paragraph 7 removes provision made in Part 8 of Chapter 3 of the Rules to provisions relating to the identification and enforcement of judgments in civil and commercial matters seized by the European Community, the United States of America and Canada.

Paragraph 8 removes provision made in Part 8 of Chapter 3 of the Rules to provisions relating to the identification and enforcement of judgments in civil and commercial matters seized by the European Community, the United States of America and Canada.

Paragraph 9 removes provision made in Part 8 of Chapter 3 of the Rules to provisions relating to the identification and enforcement of judgments in civil and commercial matters seized by the European Community, the United States of America and Canada.

Paragraph 10 removes provision made in Part 8 of Chapter 3 of the Rules to provisions relating to the identification and enforcement of judgments in civil and commercial matters seized by the European Community, the United States of America and Canada.

Paragraph 11 removes provision made in Part 8 of Chapter 3 of the Rules to provisions relating to the identification and enforcement of judgments in civil and commercial matters seized by the European Community, the United States of America and Canada.

Paragraph 12 removes provision made in Part 8 of Chapter 3 of the Rules to provisions relating to the identification and enforcement of judgments in civil and commercial matters seized by the European Community, the United States of America and Canada.

Paragraph 13 removes provision made in Part 8 of Chapter 3 of the Rules to provisions relating to the identification and enforcement of judgments in civil and commercial matters seized by the European Community, the United States of America and Canada.

Paragraph 14 removes provision made in Part 8 of Chapter 3 of the Rules to provisions relating to the identification and enforcement of judgments in civil and commercial matters seized by the European Community, the United States of America and Canada.

Paragraph 15 removes provision made in Part 8 of Chapter 3 of the Rules to provisions relating to the identification and enforcement of judgments in civil and commercial matters seized by the European Community, the United States of America and Canada.

Paragraph 16 removes provision made in Part 8 of Chapter 3 of the Rules to provisions relating to the identification and enforcement of judgments in civil and commercial matters seized by the European Community, the United States of America and Canada.

Paragraph 17 removes provision made in Part 8 of Chapter 3 of the Rules to provisions relating to the identification and enforcement of judgments in civil and commercial matters seized by the European Community, the United States of America and Canada.
B.2 Formats for Scottish Acts of Parliament
Schedule 1

The Bill for this Act of the Scottish Parliament was passed by the Parliament on 30th June 2009 and received Royal Assent on 8th August 2009.

Part 1

Emission Reduction Targets

1 The 2020 target

(1) The Scottish Ministers must ensure that the net Scottish emissions account for the year 2020 is at least 60% lower than the baseline.

(2) In this Act, the target set out in subsection (1) is known as the “2020 target”.

(3) The Scottish Ministers may, in order, modify the percentage figure mentioned in subsection (1) as is to be reduced.

(4) a figure prescribed by the relevant trade by means of regulations made;

(b) a higher figure.

(5) the year for the time being mentioned here.

Supplementary

15. Attribution of emissions to Scotland.
Schedule 1

The Queen's Printer for Scotland
The Stationery Office Limited

Schedules 1 - 17

Last page of content of an ASP

Environment Act 1995 (c. 25)

1. In section 40(1) of the Environment Act 1995 (power to make scheme imposing charges), after paragraph (c), insert—

“The Scottish Committee on Climate Change”.

Ethical Standards in Public Life etc. (Scotland) Act 2011 (c. 7)

3. In the Ethical Standards in Public Life etc. (Scotland) Act 2011, in Schedule 3 (devolved public bodies) at the appropriate place, insert—

“The Scottish Committee on Climate Change”.

Scottish Public Services (Discipline) Act 2012 (c. 2)

4. In the Scottish Public Services (Discipline) Act 2012, in Part 5 of Schedule 2 (limited authorities) at the appropriate place, insert—

“The Scottish Committee on Climate Change”.

Freedom of Information (Scotland) Act 2002 (c. 33)

5. In the Freedom of Information (Scotland) Act 2002, in Part 7 of Schedule 1 (Scottish public authorities) at the appropriate place, insert—

“The Scottish Committee on Climate Change”.

Public Appointments and Public Bodies etc. (Scotland) Act 2003 (c. 9)

6. In the Public Appointments and Public Bodies etc. (Scotland) Act 2003, in Schedule 2 (information restored to the appropriate place in the list of advisory bodies), insert—

“The Scottish Committee on Climate Change”.

Housing (Scotland) Act 2004 (c. 22)

7. In the Housing (Scotland) Act 2004, section 57(1) (duty of Scottish Ministers to develop strategy for improving energy efficiency of existing accommodation) insert—

“The Scottish Committee on Climate Change.”

© Crown Copyright 1997

Printed by the Stationery Office Limited under the authority and supervision of His Majesty's Stationery Office for Scotland.
SCHEDULE 2

IMPLEMENTATION

1 PURPOSE OF SCHEDULE

The purpose of this Schedule 2 is:

1.1 to define a process for the preparation and implementation of the Implementation Plan to deliver the Services; and

1.2 to identify the Milestones (and any associated Deliverables).

2 INITIAL SERVICE/FULL SERVICE/MILESTONES

2.1 The Contractor will deliver at a minimum an Initial Service, by 01/02/2011 and a Full Service by 30/06/2011 as approved by the Authority.

2.2 The Contractor will report to the Authority on the following Milestones by the dates specified:

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Report on progress to Full Service capability</td>
<td>Weekly</td>
</tr>
<tr>
<td>Notify approach to deliver Initial Service</td>
<td>31/10/2010</td>
</tr>
<tr>
<td>Evidence of full operational capability to deliver all aspects of Initial Service</td>
<td>30/11/2010</td>
</tr>
<tr>
<td>Approval to Proceed to deliver Initial Service</td>
<td>01/12/2010</td>
</tr>
<tr>
<td>Notify approach to deliver Full Service</td>
<td>30/11/2010</td>
</tr>
<tr>
<td>Evidence capability to transform data from the SI Template to a Legislation Markup Language</td>
<td>28/02/2011</td>
</tr>
<tr>
<td>Deliver Initial Service</td>
<td>01/02/2011</td>
</tr>
<tr>
<td>Evidence capability to transform Primary Legislation data to a Legislation Markup Language</td>
<td>28/02/2011</td>
</tr>
<tr>
<td>Evidence capability to ingest data from the Editorial System</td>
<td>28/02/2011</td>
</tr>
<tr>
<td>Evidence full operational capability to deliver all aspects of Full Service</td>
<td>28/02/2011</td>
</tr>
<tr>
<td>Approval to Proceed to deliver Full Service</td>
<td>07/03/2011</td>
</tr>
</tbody>
</table>
2.3 The Contractor will provide such evidence to the Authority as the Authority requires to enable the Authority to satisfy itself that the Milestones have or will be met by the Milestone Dates specified in paragraph 2.2 of this schedule, including without limitation that the Initial Service will be delivered by 01/02/2011 and that the Full Service will be delivered by 30/06/2011.

2.4 The Contractor will provide an Initial Service by 01/02/2011 which will include all the Requirements for the Initial Service as set out in Schedule 1 (Specification).

2.5 In addition to the Requirements set out in paragraph 2.4 of this Schedule, the Contractor will use all reasonable endeavours to provide the Full Service requirements by 1 February 2011 insofar as the implementation of the Full Service requirements does not cause a Delay to the implementation of the Initial Service.

2.6 The Contractor will deliver the Full Service by 30/06/2011.

2.7 The Contractor will obtain the Authority’s Approval to proceed with Service delivery for any aspect of the Initial or Full Service. The Authority’s Approval will be subject to evidence of full operation capability.

3 MILESTONES AND MILESTONE DATES

3.1 The Contractor will perform its obligations so as to meet each Milestone by the Milestone Date.

3.2 Changes to the Milestones set out in the table in paragraph 2 of this Schedule will only be made in accordance with Schedule 8 (Change Control Procedure) and provided that the Contractor will not attempt to postpone any of the Milestones using the Change Control Procedure or otherwise.
4 IMPLEMENTATION PLAN

4.1 The Parties acknowledge the importance of planning for the implementation of all of the Services under this Contract and the need to develop the Implementation Plan.

4.2 The Contractor will ensure that the Implementation Plan prepared and delivered to the Authority within ten (10) days of the Contract Date incorporates all of the Milestones and Milestone Dates. The Contractor will ensure that the Implementation Plan:

4.2.1 clearly outlines all the steps required to implement the Milestones in conformity with the Authority's Requirements and the Standards;

4.2.2 clearly outlines the required roles and responsibilities of all parties concerned, including staffing requirements (subject to the roles and responsibilities set out in the Key Personnel paragraph of Schedule 13 (Employment)); and

4.2.3 is produced using a software tool as specified, or agreed by the Authority.

4.3 The Authority may instigate a “Readiness for Service” Review after it has confirmed Approval to Proceed of the Initial Service and/or Full Service. The Contractor will allow for such reasonable assistance as may be required for this purpose.

4.4 The Authority may instigate a “Lessons Learned Evaluation” Review not before six (6) Months after the Commencement Date. The Contractor will provide such reasonable assistance as may be required for this purpose.

4.5 Prior to the submission of the Implementation Plan, the Authority will have the right, at any time, to review any documentation produced by the Contractor: (i) in relation to the development of the Implementation Plan; and/or (ii) for the purposes of developing an initial draft of the Implementation Plan, including:

4.5.1 details of the Contractor’s intended approach to the Implementation Plan and its development;
4.5.2 copies of any drafts of the Implementation Plan produced; and

4.5.3 any other work in progress in relation to the Implementation Plan.

4.6 The Authority will have the right to require the Contractor to include any reasonable changes or provisions in the Implementation Plan before it is submitted to the Authority in accordance with paragraph 4.8 below as appropriate.

4.7 The Implementation Plan is to include Testing. The Contractor will provide the Authority with its test results on request as part of its evidence to supply an Initial or Full Service. The Authority may seek independent validation of the Testing and test results.

4.8 The Authority will consider the Implementation Plan and will notify the Contractor if Approval is given to the Implementation Plan (however, the Implementation Plan shall not be deemed to be Approved if no such notification is given). If the Implementation Plan is not given Approval by the Authority, the Authority will notify the Contractor of any reasonable changes or provisions that must be made to the Implementation Plan to achieve Approval. Once the Implementation Plan has achieved Approval, the Authority and the Contractor shall monitor the Contractor’s performance of implementation against the Implementation Plan.

4.9 After Approval of the Implementation Plan it will be maintained and updated on a weekly basis by the Contractor as may be necessary to reflect the then current state of the implementation of the Services. Save for any amendments which are of a type identified and notified by the Authority (at the Authority’s discretion) to the Contractor in writing as not requiring Approval, any material amendments to the Implementation Plan will be subject to the Change Control Procedure provided that in no circumstances will the Contractor alter or attempt to alter any Milestone Date. Until such time as the updated Implementation Plan is Approved by the Authority, the Implementation Plan then existing (that is to say prior to the update) will apply.
4.10 In addition to maintaining and updating the Implementation Plan in accordance with paragraph 4.9 of this Schedule, the Contractor will submit an updated Implementation Plan within ten (10) Working Days of receiving notification from the Authority, (or such longer period as the Parties may agree provided that any failure to agree such longer period will be referred to the Dispute Resolution Procedure as set out in Schedule 12), of any event reasonably identified by the Authority as requiring a revised Implementation Plan.

4.11 Any such revised Implementation Plan will be submitted by the Contractor for Approval in accordance with the procedure set out in paragraph 4.8 above.

4.12 The Parties will consider and review the Implementation Plan and progress towards its successful implementation at the Project Board meetings held in accordance with Schedule 5 (Governance and Reporting). In preparation for such meeting the current Implementation Plan will be provided by the Contractor to the Authority not less than five (5) Working Days in advance of each meeting of the Project Board.
SCHEDULE 3

PERFORMANCE MONITORING AND SERVICE LEVELS

For the purposes of this Schedule 3, the following terms shall have the meanings referred to below:

“End User” any person authorised by the Authority to use the Services;

“Final Performance Monitoring System” the performance monitoring system that has been developed and agreed by the Parties to be implemented in accordance with paragraph 1.6 of this Schedule 3;

“Outline Performance Monitoring System” the performance monitoring system that has been agreed by the Parties which will be used to monitor performance of the Services until the Final Performance Monitoring System is implemented;

“Performance Score” Those performance scores determined by the Authority and set out in Part A;

“Performance Monitoring information” the monthly information made available for access to the Authority by the Contractor relating to the performance of the Services to be provided by the Contractor to the Authority and as more particularly set down in Schedule 3 (Performance Monitoring and Service Levels);

“Performance Monitoring System” the system to be used to monitor delivery of the Services as defined in paragraph 1.1 of Part B to this Schedule 3;

“Performance Review Meeting” the regular Monthly meetings between the Contractor and the Authority to manage and review the Contractor’s performance under the Contract;
“Quarter”  the first three (3) Service Periods and each subsequent three (3) Service Periods (or reduced period immediately prior to the end of the Term);

“Requirements”  those Requirements, as more particularly set out in Schedule 1 (Specification), that the Contractor agrees to comply with and/or deliver in its performance of the Services;

“Satisfaction Survey”  a survey undertaken by the Authority pursuant to paragraph 4;

“Service Downtime”  any period of time during which a Service and/or system is not available;

“Service Failure”  any defect in or failure of the Service which results (or would result if End Users were, at the relevant time, using that Service) in a failure to provide that Service in accordance with this Contract or which results in the provision of that Service to End Users not complying with the Requirements of this Contract;

“Service Failure Log”  the hard copy and electronic version of the log created and maintained by the Contractor as part of the Services;

“Service Period”  shall have the following meaning:

(i)  the first Service Period of this Contract shall begin on the Commencement Date and shall expire at the end of the calendar month in which Commencement Date falls; and
Schedules 1 – 17

(ii) after the first Service Period of this Contract a Service Period shall be a calendar month during this Contract save that the final payment Month of this Contract 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.
PART A: PERFORMANCE SCORES

The Authority will award Performance Scores to Service Failures on items not meeting the Requirements in Schedule 1 (Specifications) and Schedule 2 (Implementation).

The Performance Scores that will be awarded are as follows:

Where a Service has not met the Requirements of Schedule 1 (Specifications) and Schedule 2 (Implementation):

- C1 – Serious non-conformance
- C2 – Non-conformance
- C3 – Non-standard

Where a Service has met the Service Levels:

- C4 – Conformance
- C5 – Exceeds requirements
- C6 – Exceptional Performance

The Contractor shall achieve the following Performance Scores:

- At least six (6) of the performance standard identifiers at C4 or above within the first twelve (12) Month period following the Contract Date; and
- All the performance standard identifiers at C4 or above thereafter for the remainder of the Term.

The Contractor and the Authority agree that failure to achieve the performance scores set out above will lead to service credits as set out in Appendix 2.
PART B: PERFORMANCE MONITORING

This Part B is to be read in conjunction with Schedule 5 (Governance and Reporting).

1. PRINCIPAL POINTS

1.1 This Part B sets out the performance monitoring system for monitoring the Services (the “Performance Monitoring System”):

1.1.1 to ensure that the Contractor is complying with its obligations including without limitation the Requirements and the Service Levels; and

1.1.2 for identifying any Service Failures in the performance of the Contractor and/or delivery of the Services.

1.2 Appendix 1 of this Part B sets out the Service Levels (performance standards) which are required of the Contractor in its delivery of the Services, performance of which the Parties have agreed to measure (to be inserted once agreement has been reached).

1.3 Appendix 2 of this Part B (and further detailed in Schedule 9 (Charging and Invoicing) sets out the mechanism by which Credit Points are converted into Service Credits (to be inserted once agreement has been reached).

1.4 The Authority shall use the performance monitoring information provided pursuant to paragraph 3 of this schedule to, among other things, verify the calculation and accuracy of the Service Credits, if any, applicable to each relevant period of measurement and scoring for each Service Level (performance standard).

1.5 The Parties shall agree an outline Performance Monitoring System (“Outline Performance Monitoring System”) which shall be used to monitor the services from and including the Contract Date or such other date as may be agreed by the Parties. The Parties acknowledge and agree that the Outline Performance Monitoring System may be agreed outside of this Contract.
1.6 The Parties shall work together in good faith to develop the Outline Performance Monitoring System into a Final Performance Monitoring System, which shall be implemented on the 30th April 2011, unless otherwise agreed by the Parties.

1.7 Throughout the Term, the Authority will be entitled to require reasonable amendments to the Performance Monitoring System then existing and the Contractor will make such amendments and re-submit a further updated Performance Monitoring System to the Authority for Approval. Until such time as the updated Performance Monitoring System is Approved by the Authority the Performance Monitoring System then existing (that is to say prior to the update) will continue to apply.

1.8 Without prejudice to the obligations imposed upon the Contractor and the rights afforded to the Authority pursuant to this Part B, the Parties will consider and review the Performance Monitoring System at the Project Board meetings pursuant to Schedule 5 (Governance and Reporting).

1.9 The Authority will be entitled to reasonably require, and the Contractor must comply with requests for, routine changes to the Performance Monitoring System (which may require the Contractor to make available to the Authority further information relating to the services) which shall be implemented and delivered at no extra cost to the Authority.

1.10 Without prejudice to the other provisions of this Part B each of the Authority and the Contractor will have the right to propose any Changes to the Performance Monitoring System in accordance with the Change Control Procedure as set out in Schedule 8 (Change Control Procedure). For the avoidance of doubt, any requests for Changes to the Performance Monitoring System will be dealt with via the Change Control Procedure.
2. REPORTING OF SERVICE FAILURES

2.1 The Contractor will report all Service Failures to the Authority in accordance with Schedule 5 (Governance and Reporting), including with any relevant items at Part B (Reporting).

2.2 The Authority will determine the Performance Score which relates to each Service Failure as determined in accordance with Part A of this Schedule. The Contractor will be entitled to challenge the level which is allocated by the Authority within ten (10) working days of the Performance Score being determined. After that time the Performance Score will remain as determined by the Authority. Any such challenge will not affect the obligations of the Contractor to respond to the Service Failure or put in place a Correction Plan to resolve the Service Failure, in accordance with the level initially allocated by the Authority.

2.3 On notification of a Service Failure, the Contractor will take appropriate action to ensure the Authority, and where necessary End Users, are kept fully informed until the Service Failure is resolved.

2.4 The Contractor will take appropriate action to mitigate and resolve Service Failures according to their severity. For each Service Failure, the Authority may determine which of the three response categories apply:

2.4.1 Category One (C1): For Service Failures that have been awarded a Performance Score of C1 being of a highly detrimental impact (which will include, without limitation, those which impact on the availability of a key service to external users, such as the unavailability of the legislation website) the Contractor will take immediate action to manage and resolve the issue including hourly updates to the Authority and the preparation of a full Incident Report once the issue has been resolved.

2.4.2 Category Two (C2): For Service Failures that have been awarded a Performance Score of C2, the Contractor will acknowledge that the issue has been received, logged and that work has been scheduled, and confirm when the issue has been resolved.
2.4.3 Category Three (C3): For Service Failures that have not been awarded a C1 or C2 classification but may otherwise be reasonably assessed by the Authority as constituting a detrimental impact on the Service or provision of Services (and may require longer term action to resolve them, including those caused by underlying procedures or processes) the Contractor will in consultation with the Authority agree a plan (including timescales) to resolve the issue/s.

2.5 The Contractor will make available for Authority access full details of any new or continuing unresolved Service Failures of which the Contractor is aware as part of the Performance Monitoring information.

3. PERFORMANCE MONITORING AND PERFORMANCE REVIEW

3.1 Within five (5) Working Days of the end of each Service Period, the Contractor will ensure that the Performance Monitoring information is available for online access by the Authority’s Representative.

3.2 The Performance Monitoring information made available for access to the Authority pursuant to paragraph 3.1 will contain the information listed in the Schedule 5 Part B together with the following information in respect of the Service Period just ended:

3.2.1 the monitoring which has been performed in accordance with the Performance Monitoring System with a summary of any issues identified by such monitoring;

3.2.2 the actual performance achieved over the Service Period, and that achieved over the previous three (3) Service Periods and in the same period of the previous year.

3.2.3 a summary of all Service Failures that occurred during the Service Period;

3.2.4 the level of each Service Failure which occurred;

3.2.5 which Service Failures remain outstanding and progress in resolving them;
3.2.6 for any C1 and C2 Service Failure occurring in the Service Period, the cause of the fault and any action being taken to reduce the likelihood of recurrence;

3.2.7 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

3.2.8 a rolling total of the number of Service Failures that have occurred over the past thirteen (13) Months;

3.2.9 relevant particulars of any aspects of the performance by the Contractor which fail to meet the Requirements of the Contract; and

3.2.10 such other details as the Authority may reasonably require from time to time.

3.3 The Parties will consider and review the Performance Monitoring information at the Performance Review Meetings held in accordance with paragraph 3.4 and Schedule 5 (Governance and Reporting). In preparation for such meeting the current Performance Monitoring information will be made available for access to Authority by the Contractor not less than five (5) Working Days in advance of each meeting of the Project Board.

3.4 The Parties will attend Performance Review Meetings on a monthly basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Contractor and the Authority of the Performance Monitoring information. The Performance Review Meetings will (unless otherwise agreed):

3.4.1 take place within one (1) week of the Performance Monitoring information being made available to Authority by the Contractor;

3.4.2 take place at such location and time (within normal business hours) as the Authority will reasonably require unless otherwise agreed in advance;

3.4.3 be attended by the Contractor’s Representative and the Authority’s Representative; and
3.4.4 be fully minuted by the Contractor. The prepared minutes will be circulated by the Contractor to all attendees at the relevant meeting and also to the Contractor’s Representative and any other recipients agreed at the relevant meeting. The minutes of the preceding month’s Performance Review Meeting will be agreed and signed by both the Contractor’s Representative and the Authority’s Representative at each meeting.

3.5 The Authority will be entitled to raise any additional questions and/or request any further information regarding any Service Failure.

3.6 The Contractor will provide to the Authority such supporting documentation as the Authority may reasonably require in order to verify the level of the performance by the Contractor for any specified period.

4. SATISFACTION SURVEYS

4.1 In order to assess the level of performance of the Contractor, the Authority may undertake satisfaction surveys in respect of End Users or various groups of End Users (“Satisfaction Surveys”). These surveys may consider:

4.1.1 the assessment of the Contractor’s performance by the End Users against the Service Levels; and/or

4.1.2 other suggestions for improvements to the Services.

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

4.3 The Contractor will, as soon as reasonably practicable after notification from the Authority in accordance with paragraph 4.2 of this Part B ensure that such measures are taken by it as are appropriate to achieve such improvements as soon as is reasonably practicable.

4.4 All other suggestions for improvements to the Services will be dealt with as part of Services Improvement pursuant to Clause 15 and Schedule 4 (Service Improvements and Development of Services).
5. RECORDS

5.1 The Contractor will keep appropriate documents and records (e.g. Service Failure log, staff records, timesheets, training programmes, staff training records, goods received documentation, supplier accreditation records, complaints received, etc.) in relation to the Services being delivered and the other Requirements to be satisfied. Without prejudice to the generality of the foregoing, the Contractor will maintain accurate records of call histories for a minimum of twelve (12) Months and provide prompt access to such records to the Authority upon the Authority's request. The records and documents of the Contractor will 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.

5.2 In addition to the requirement in paragraph 5.1 of this Part B to maintain appropriate documents and records, the Contractor will provide to the Authority such supporting documentation and/or access to information as the Authority may reasonably require in order to verify the level of the performance of the Contractor.

5.3 The Contractor will ensure that the Performance Monitoring System and any variations or amendments thereto, the Service Level Log, any reports and summaries produced in accordance with this Schedule and any other data relating to the Services, document or record reasonably required by the Authority are available to the Authority on-line and capable of being printed and stored offline by the Authority.
APPENDIX 1

FINAL PERFORMANCE MONITORING SYSTEM AND SERVICE LEVELS

The Performance Monitoring System has been designed to support the objectives of the Parallel Contracts by providing the Contractor with an incentive to continuously maintain and improve the service quality levels. The performance standards reflect the Authority’s determination of the key interests of service users.

Details of the performance standards included within the Performance Monitoring System are shown in the following tables. Table 1 shows the measurement methodology for each performance standard, whilst Table 2 shows the service levels associated with each performance standard.
Table 1 – Measurement Methodologies

<table>
<thead>
<tr>
<th>Performance Standard Identifier</th>
<th>Aim of the Performance Standard</th>
<th>Performance Standard</th>
<th>Users affected</th>
<th>Type of measure</th>
<th>Measurement period</th>
<th>Operative from</th>
<th>Method of measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>PS1</td>
<td>Drafters of legislation are supported with using the authoring tools.</td>
<td>All Support Desk enquiries are responded to within 60 minutes</td>
<td>Drafters</td>
<td>Continuous</td>
<td>Annual (with monthly tracking)</td>
<td>Initial Service</td>
<td>Random Sample of 20 Incidents per month, chosen by first reported incident after a certain date and time as selected by the Authority, checked by Contractor to ascertain response time based on e-mail receipt time versus initial Call Management System entry.</td>
</tr>
</tbody>
</table>

From Validation & Submission Portal coming into full operation. Analysis by the Authority of information extracted from Incident Reporting System.
<table>
<thead>
<tr>
<th>Performance Standard Identifier</th>
<th>Aim of the Performance Standard</th>
<th>Performance Standard</th>
<th>Users affected</th>
<th>Type of measure</th>
<th>Measurement period</th>
<th>Operative from</th>
<th>Method of measurement</th>
</tr>
</thead>
<tbody>
<tr>
<td>PS2</td>
<td>Drafters of legislation are supported with using the authoring tools.</td>
<td>90% of issues to the support desk are resolved within 120 minutes.</td>
<td>Drafters</td>
<td>Continuous</td>
<td>Annual (with monthly tracking)</td>
<td>Initial Service</td>
<td>Analysis by the Authority of information extracted from Contractor's existing Call Management System.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>90% of type 1 issues to the support desk are resolved within 120 minutes from the initial response to the enquiry. Type 1 is defined as commonly occurring queries with the use of the authoring tools that can be resolved within the scope of the existing functionality of the tools. Type 2 is defined as new cases, or issues requiring enhancements to the tools to resolve, or that have occurred through misuse of the tool.</td>
<td>Drafters</td>
<td>Continuous</td>
<td>From Validation &amp; Submission Portal coming into full operation.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PS3</td>
<td>Drafters of legislation are supported with using the authoring tools.</td>
<td>Training courses are provided at no charge to Government Departments pursuant to the Parallel Contracts and are of an acceptable standard.</td>
<td>Drafters</td>
<td>Event</td>
<td>Annual (with event tracking)</td>
<td>Initial Service</td>
<td>Monitoring of the number of training courses provided. An assessment of the quality of the training based on user feedback (very satisfied, satisfied, neither satisfied or dissatisfied, dissatisfied, very dissatisfied) at the end of the course, using a survey.</td>
</tr>
<tr>
<td>Performance Standard Identifier</td>
<td>Aim of the Performance Standard</td>
<td>Performance Standard</td>
<td>Users affected</td>
<td>Type of measure</td>
<td>Measurement period</td>
<td>Operative from</td>
<td>Method of measurement</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>--------------------------------</td>
<td>----------------------</td>
<td>----------------</td>
<td>----------------</td>
<td>-------------------</td>
<td>---------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>PS4</td>
<td>Drafters and submitters are able to submit legislation for validation, registration and publication.</td>
<td>The validation, registration and submission system is available and fully functional 99.95% of the time during working hours (Mon – Fri, 8am to 8pm, excluding public holidays and agreed downtime) and 99% overall.</td>
<td>Submitters, approvers and publishers.</td>
<td>Continuous</td>
<td>Annual (with monthly tracking)</td>
<td>From Validation &amp; Submission Portal coming into full operation.</td>
<td>Polling of the validation, registration and submission system. Known outages will be factored in using log files provided as part of the incident report. Outages caused by factors fully outside the Contractor’s control (e.g. loss of service provision by a third party), will be excluded from the calculation by the Authority, if the Contractor can demonstrate they took all reasonable steps to prevent or mitigate the outage.</td>
</tr>
<tr>
<td>PS5</td>
<td>Legislation is published accurately so users of the service can trust the information they receive, regardless of delivery format.</td>
<td>The text in the documents received for publication matches exactly: - the text transformed to Crown Legislation Mark-up Language, - the text rendered in HTML web pages - automatically generated PDFs on legislation.gov.uk, - data supplied through the API - in print PDFs used for producing the print publications.</td>
<td>All</td>
<td>Continuous</td>
<td>Annual (with monthly tracking)</td>
<td>From Validation &amp; Submission Portal coming into full operation.</td>
<td>Renditions in different formats are automatically compared at various points through the publishing process using Google Diff Match Patch and the results recorded as part of the machine readable audit trail for each document published.</td>
</tr>
<tr>
<td>Performance Standard Identifier</td>
<td>Aim of the Performance Standard</td>
<td>Performance Standard</td>
<td>Users affected</td>
<td>Type of measure</td>
<td>Measurement period</td>
<td>Operative from</td>
<td>Method of measurement</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>---------------------------------</td>
<td>----------------------</td>
<td>----------------</td>
<td>-----------------</td>
<td>-------------------</td>
<td>----------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>PS6</td>
<td>Users of the service can trust the information they receive, regardless of delivery format. Changes to the information during the publishing process are captured and published as part of a machine readable audit trail.</td>
<td>The machine readable audit trail for each document is accurate when verified.</td>
<td>All</td>
<td>Sample</td>
<td>Annual</td>
<td>From Validation &amp; Submission Portal coming into full operation.</td>
<td>A sample set of documents published over the period will be selected at random. The audit trail for each of those documents will be replayed from source files to outputs. The outputs will be compared to the documents on legislation.gov.uk.</td>
</tr>
<tr>
<td>Performance Standard Identifier</td>
<td>Aim of the Performance Standard</td>
<td>Performance Standard</td>
<td>Users affected</td>
<td>Type of measure</td>
<td>Measurement period</td>
<td>Operative from</td>
<td>Method of measurement</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>---------------------------------</td>
<td>----------------------</td>
<td>----------------</td>
<td>-----------------</td>
<td>-------------------</td>
<td>----------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>PS7</td>
<td>Users of the service can access the official version of legislation as soon as it can be made available.</td>
<td>97% of print publications are published on time, in accordance with the agreed initial service publishing timings or in line with a Sponsoring Department's requirements.</td>
<td>All</td>
<td>Continuous</td>
<td>Annual (with monthly tracking)</td>
<td>Initial Service</td>
<td>Analysis by the Authority of information provided by the Contractor from its existing publishing system.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>97% of print publications are published on time, in accordance with the timings in the individual title specifications or in line with a Sponsoring Department's requirements.</td>
<td></td>
<td></td>
<td></td>
<td>Full Service</td>
<td>As above</td>
</tr>
<tr>
<td></td>
<td></td>
<td>99% of the publications are published on time, in accordance with the timings in the individual title specifications or in line with a Sponsoring Department's requirements.</td>
<td></td>
<td></td>
<td></td>
<td>From Validation &amp; Submission Portal coming into full operation.</td>
<td>Analysis by the Authority of the machine readable audit trail for each publication compared to publishing times required for the first PDF on legislation.gov.uk and for the printed copy.</td>
</tr>
<tr>
<td>Performance Standard Identifier</td>
<td>Aim of the Performance Standard</td>
<td>Performance Standard</td>
<td>Users affected</td>
<td>Type of measure</td>
<td>Measurement period</td>
<td>Operative from</td>
<td>Method of measurement</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>------------------------------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------------------</td>
<td>----------------</td>
<td>-----------------</td>
<td>------------------</td>
<td>---------------</td>
<td>----------------------</td>
</tr>
<tr>
<td>PS8</td>
<td>Users of the service can trust the printed copy they receive as legislation is printed accurately and according to the specifications.</td>
<td>Accurate printed publication of Statutory Instruments in accordance with contractual specifications with issues occurring in 2% of publications or fewer.</td>
<td>Print users</td>
<td>Sample</td>
<td>Annual (with monthly tracking)</td>
<td>Initial Service From Validation &amp; Submission Portal coming into full operation.</td>
<td>Random sample (automatically generated list) across the last month of 10% of the publications in the month. Manual check by the Authority to see whether the publication fulfils the relevant title specification.</td>
</tr>
<tr>
<td>Performance Standard Identifier</td>
<td>Aim of the Performance Standard</td>
<td>Performance Standard</td>
<td>Users affected</td>
<td>Type of measure</td>
<td>Measurement period</td>
<td>Operative from</td>
<td>Method of measurement</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>--------------------------------</td>
<td>----------------------</td>
<td>---------------</td>
<td>----------------</td>
<td>-------------------</td>
<td>---------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>PS9</td>
<td>Users of the service can find and access legislation on legislation.gov.uk.</td>
<td>legislation.gov.uk server(s) available and fully functional 95% of the time.</td>
<td>Website users</td>
<td>Continuous</td>
<td>Annual (with monthly tracking)</td>
<td>Initial Service</td>
<td>The results of regular automated polling of legislation.gov.uk. Known outages will be factored in using log files provided as part of the incident report. Outages caused by factors fully outside the contractor's control (e.g. loss of service provision by an ISP), will be excluded from the calculation by the Authority, if the contractor can demonstrate they took all reasonable steps to prevent or mitigate the outage.</td>
</tr>
<tr>
<td>Performance Standard Identifier</td>
<td>Aim of the Performance Standard</td>
<td>Performance Standard</td>
<td>Users affected</td>
<td>Type of measure</td>
<td>Measurement period</td>
<td>Operative from</td>
<td>Method of measurement</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>---------------------------------</td>
<td>----------------------</td>
<td>----------------</td>
<td>-----------------</td>
<td>---------------------</td>
<td>---------------</td>
<td>-----------------------</td>
</tr>
<tr>
<td>PS10</td>
<td>Users of legislation.gov.uk find the website responsive, with documents and search results returned quickly.</td>
<td>A typical table of contents is returned, on average within target time, a typical section is returned, on average within target time, and the results for a typical title search are returned, on average within target time.</td>
<td>Website users</td>
<td>Sample</td>
<td>Annual (with monthly tracking)</td>
<td>From Validation &amp; Submission Portal coming into full operation.</td>
<td>To be defined once an appropriate test corpus is determined and a set of tests and test suite are identified and agreed.</td>
</tr>
<tr>
<td>PS11</td>
<td>The Authority is made aware of incidents so that it can help manage the effects appropriately.</td>
<td>The Authority is notified within 60 minutes in the case of any incident which impairs the delivery of the service as monitored by the Performance Standards, is kept apprised of steps taken to manage the incident and given an estimate when normal service will resume.</td>
<td>The Authority</td>
<td>Event</td>
<td>Annual (with event tracking)</td>
<td>Full Service</td>
<td>All incidents which cause the degradation of a Performance Standard Service Level should be reported to the Authority. The Authority will measure when the incident reporting information is provided and assess how communication about incident was managed.</td>
</tr>
<tr>
<td>Performance Standard Identifier</td>
<td>Aim of the Performance Standard</td>
<td>Performance Standard</td>
<td>Users affected</td>
<td>Type of measure</td>
<td>Measurement period</td>
<td>Operative from</td>
<td>Method of measurement</td>
</tr>
<tr>
<td>---------------------------------</td>
<td>---------------------------------</td>
<td>----------------------</td>
<td>---------------</td>
<td>-----------------</td>
<td>-------------------</td>
<td>----------------</td>
<td>---------------------</td>
</tr>
<tr>
<td>PS12</td>
<td>The Authority has access to accurate and timely management information about service performance.</td>
<td>All the required reporting information is supplied within the first 6 working days of the next reporting period (i.e. monthly reporting information is made available within the first 6 working days of the following month)</td>
<td>The Authority</td>
<td>Event</td>
<td>Annual (with monthly tracking)</td>
<td>Initial Service</td>
<td>The Authority will monitor when the reporting information is supplied</td>
</tr>
<tr>
<td></td>
<td></td>
<td>All the required reporting information is correct and made available within the first 6 working days of the next reporting period (i.e. monthly reporting information is made available within the first 6 working days of the following month)</td>
<td></td>
<td></td>
<td></td>
<td>Full Service</td>
<td>The Authority will measure when the reporting information is made available and assess its accuracy. A significant error is one which leads the Authority to change its interpretation of the information provided. A minor error is one which does not alter the Authority's interpretation of the information provided. The Authority may audit the reporting information provided to check its accuracy.</td>
</tr>
</tbody>
</table>
Table 2 – Service Levels

<table>
<thead>
<tr>
<th>Performance Standard Identifier</th>
<th>Operative from</th>
<th>Service Level - across the year</th>
<th>C1 (-3)</th>
<th>C2 (-2)</th>
<th>C3 (-1)</th>
<th>C4 (0)</th>
<th>C5 (+2)</th>
<th>C6 (+3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>PS1</td>
<td>Initial Service from Validation &amp; Submission Portal coming into full operation.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performance Standard Identifier</td>
<td>Operative from</td>
<td>Service Level - across the year</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------------</td>
<td>---------------</td>
<td>---------------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>C1 (-3)</td>
<td>C2 (-2)</td>
<td>C3 (-1)</td>
<td>C4 (0)</td>
<td>C5 (+2)</td>
<td>C6 (+3)</td>
<td></td>
</tr>
<tr>
<td>PS2</td>
<td>Initial Service</td>
<td>Less than 70% of issues to the support desk are resolved within 120 minutes</td>
<td>Less than 80% of issues to the support desk are resolved within 120 minutes</td>
<td>Less than 90% of issues to the support desk are resolved within 120 minutes</td>
<td>90% or more of issues to the support desk are resolved within 120 minutes</td>
<td>95% or more of issues to the support desk are resolved within 120 minutes</td>
<td>99% or more of issues to the support desk are resolved within 120 minutes</td>
<td></td>
</tr>
<tr>
<td></td>
<td>From Validation &amp; Submission Portal coming into full operation.</td>
<td>Less than 70% of type 1 issues to the support desk are resolved within 120 minutes from the initial response to the enquiry</td>
<td>Less than 80% of type 1 issues to the support desk are resolved within 120 minutes from the initial response to the enquiry</td>
<td>Less than 90% of type 1 issues to the support desk are resolved within 120 minutes from the initial response to the enquiry</td>
<td>90% of type 1 issues to the support desk are resolved within 120 minutes from the initial response to the enquiry</td>
<td>All type 1 issues to the support desk are resolved within 120 minutes from the initial response to the enquiry</td>
<td>All type 1 issues to the support desk are resolved within 90 minutes from the initial response to the enquiry.</td>
<td></td>
</tr>
<tr>
<td>PS3</td>
<td>Initial Service</td>
<td>The required number of training events were not provided although there was sufficient demand.</td>
<td>More than 40% are dissatisfied or very dissatisfied with the training.</td>
<td>More than 25% are dissatisfied or very dissatisfied and less than 50% are satisfied or very dissatisfied.</td>
<td>50% or more are satisfied or very satisfied and no more than 25% are dissatisfied or very dissatisfied.</td>
<td>75% or more are satisfied or very satisfied and no more than 25% are dissatisfied or very dissatisfied.</td>
<td>90% or more are satisfied or very satisfied</td>
<td></td>
</tr>
<tr>
<td>Performance Standard Identifier</td>
<td>Operative from</td>
<td>Service Level - across the year</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------------</td>
<td>----------------</td>
<td>---------------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>C1 (-3)</td>
<td>C2 (-2)</td>
<td>C3 (-1)</td>
<td>C4 (0)</td>
<td>C5 (+2)</td>
<td>C6 (+3)</td>
<td></td>
</tr>
<tr>
<td>PS4</td>
<td>From Validation &amp; Submission Portal coming into full operation.</td>
<td>To Be Defined during Validation &amp; Submission Portal development</td>
<td>To Be Defined during Validation &amp; Submission Portal development</td>
<td>To Be Defined during Validation &amp; Submission Portal development</td>
<td>The validation, registration and submission system is available and fully functional 99.95% of the time during working hours (Mon – Fri, 8am to 8pm, excluding public holidays and agreed downtime) and 99% overall.</td>
<td>To Be Defined during Validation &amp; Submission Portal development</td>
<td>To Be Defined during Validation &amp; Submission Portal development</td>
<td></td>
</tr>
<tr>
<td>PS5</td>
<td>From Validation &amp; Submission Portal coming into full operation.</td>
<td>To Be Defined during Validation &amp; Submission Portal development</td>
<td>To Be Defined during Validation &amp; Submission Portal development</td>
<td>To Be Defined during Validation &amp; Submission Portal development</td>
<td>To Be Defined during Validation &amp; Submission Portal development</td>
<td>To Be Defined during Validation &amp; Submission Portal development</td>
<td>To Be Defined during Validation &amp; Submission Portal development</td>
<td></td>
</tr>
<tr>
<td>PS6</td>
<td>From Validation &amp; Submission Portal coming into full operation.</td>
<td>To Be Defined during Validation &amp; Submission Portal development</td>
<td>To Be Defined during Validation &amp; Submission Portal development</td>
<td>To Be Defined during Validation &amp; Submission Portal development</td>
<td>To Be Defined during Validation &amp; Submission Portal development</td>
<td>To Be Defined during Validation &amp; Submission Portal development</td>
<td>To Be Defined during Validation &amp; Submission Portal development</td>
<td></td>
</tr>
<tr>
<td>Performance Standard Identifier</td>
<td>Operative from</td>
<td>Service Level - across the year</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------------</td>
<td>----------------</td>
<td>---------------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>C1 (-3)</td>
<td>C2 (-2)</td>
<td>C3 (-1)</td>
<td>C4 (0)</td>
<td>C5 (+2)</td>
<td>C6 (+3)</td>
<td></td>
</tr>
<tr>
<td>PS7</td>
<td>Initial Service</td>
<td>Less than 95% of the publications are published on time.</td>
<td>95% of the publications are published on time.</td>
<td>96% of the publications are published on time.</td>
<td>97% of the publications are published on time.</td>
<td>98% of the publications are published on time.</td>
<td>99% of the publications are published on time.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Full Service</td>
<td>As above</td>
<td>As above</td>
<td>As above</td>
<td>As above</td>
<td>As above</td>
<td>As above</td>
<td></td>
</tr>
<tr>
<td></td>
<td>From Validation &amp; Submission Portal coming into full operation.</td>
<td>Less than 95% of the publications are published on time.</td>
<td>95% of the publications are published on time.</td>
<td>97% of the publications are published on time.</td>
<td>99% of the publications are published on time.</td>
<td>99.5% of the publications are published on time.</td>
<td>99.9% of the publications are published on time.</td>
<td>The contractor shows flexibility (e.g. working outside usual business hours) to ensure priority publications are published when needed.</td>
</tr>
<tr>
<td>Performance Standard Identifier</td>
<td>Operative from</td>
<td>Service Level - across the year</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------------</td>
<td>----------------</td>
<td>---------------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>C1 (-3)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PS8</td>
<td>Initial Service</td>
<td>Less than 95% of the publications meet the requirements of the relevant title specification.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>C2 (-2)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Less than 95% of the publications meet the requirements of the relevant title specification.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>C3 (-1)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Less than 95% of the publications meet the requirements of the relevant title specification.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>C4 (0)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>95% or more of the publications meet the requirements of the relevant title specification.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>C5 (+2)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>97% or more of the publications meet the requirements of the relevant title specification.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>C6 (+3)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>98% or more of the publications meet the requirements of the relevant title specification.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>From Validation &amp; Submission Portal coming into full operation.</td>
<td>99% or more of the publications meet the requirements of the relevant title specification.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>99.5% or more of the publications meet the requirements of the relevant title specification.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>99.9% or more of the publications meet the requirements of the relevant title specification.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Performance Standard Identifier</td>
<td>Operative from</td>
<td>Service Level - across the year</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------------</td>
<td>----------------</td>
<td>----------------------------------</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PS9</td>
<td>Initial Service</td>
<td><strong>C1 (-3)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>legislation.gov.uk server(s) available and fully functional less than 92% of the time.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>C2 (-2)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>legislation.gov.uk server(s) available and fully functional less than 94% of the time.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>C3 (-1)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>legislation.gov.uk server(s) available and fully functional less than 95% of the time.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>C4 (0)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>legislation.gov.uk server(s) available and fully functional 95% of the time.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>C5 (+2)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>legislation.gov.uk server(s) available and fully functional 98% of the time.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>C6 (+3)</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>legislation.gov.uk server(s) available and fully functional 99.5% of the time.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**From Validation & Submission Portal coming into full operation.**

<table>
<thead>
<tr>
<th></th>
<th>To be defined once appropriate polling tool is identified and agreed.</th>
<th>To be defined once appropriate polling tool is identified and agreed.</th>
<th>To be defined once appropriate polling tool is identified and agreed.</th>
<th>To be defined once appropriate polling tool is identified and agreed.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>To be defined once appropriate polling tool is identified and agreed.</td>
<td>To be defined once appropriate polling tool is identified and agreed.</td>
<td>To be defined once appropriate polling tool is identified and agreed.</td>
<td>To be defined once appropriate polling tool is identified and agreed.</td>
</tr>
<tr>
<td></td>
<td>legislation.gov.uk (including the SPARQL Endpoint providing access to metadata and performance data) is available and fully functional 99.95% of the time during working hours (Mon – Fri, 8am to 8pm, excluding public holidays and agreed downtime) and 99% overall.</td>
<td>legislation.gov.uk server(s) available and fully functional 99.5% of the time.</td>
<td>legislation.gov.uk server(s) available and fully functional 98% of the time.</td>
<td>legislation.gov.uk server(s) available and fully functional 99.5% of the time.</td>
</tr>
<tr>
<td>Performance Standard Identifier</td>
<td>Operative from</td>
<td>Service Level - across the year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------------</td>
<td>---------------</td>
<td>---------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>C1 (-3)</td>
<td>C2 (-2)</td>
<td>C3 (-1)</td>
</tr>
<tr>
<td>PS10</td>
<td>From Validation &amp; Submission Portal coming into full operation.</td>
<td>To be defined once an appropriate test corpus is determined and a set of tests and test suite are identified and agreed.</td>
<td>To be defined once an appropriate test corpus is determined and a set of tests and test suite are identified and agreed.</td>
<td>To be defined once an appropriate test corpus is determined and a set of tests and test suite are identified and agreed.</td>
</tr>
<tr>
<td>PS11</td>
<td>Full Service</td>
<td>The Authority is not notified of the incident or notification is after 12 hours or more, or the incident is not managed according to the process in the contract.</td>
<td>The Authority is notified later than two hours in the case of any incident.</td>
<td>The Authority is notified within 60 minutes but within two hours in the case of any incident which impairs the delivery of the service and is kept apprised of steps taken to manage the incident.</td>
</tr>
<tr>
<td>Performance Standard Identifier</td>
<td>Operative from</td>
<td>Service Level - across the year</td>
<td></td>
<td></td>
</tr>
<tr>
<td>--------------------------------</td>
<td>----------------</td>
<td>---------------------------------</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PS12</td>
<td>Initial Service</td>
<td>The required reporting information is supplied after the first 10 working days of the next reporting period.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Full Service</td>
<td>The required reporting information is supplied after the first 8 working days of the next reporting period.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The required reporting information contains significant errors or is made available after the first 10 working days of the next reporting period.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The required reporting information is supplied after the first 8 working days of the next reporting period.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The required reporting information contains minor errors or is made available after the first 8 working days of the next reporting period.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The required reporting information contains minor errors or is made available after the first 6 working days of the next reporting period.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>All the required reporting information is correct and made available within the first 6 working days of the next reporting period.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>All the required reporting information is correct and made available within the first 4 working days of the next reporting period.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>All the required reporting information is correct and made available within the first 2 working days of the next reporting period.</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>The required reporting information is supplied within the first 2 working days of the next reporting period.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Credit Points and Service Credits

1. Level C1 is defined as “Serious Non-Conformance” and occurrence will result in the deduction of 3 credit points.

2. Level C2 is defined as “Non-Conformance” and occurrence will result in the deduction of 2 credit points.

3. Level C3 is defined as “Non-Standard” and occurrence will result in the deduction of 1 credit point.

4. Level C4 is defined as “Conformance” and occurrence will result in the award of no credit points.

5. Level C5 is defined as “Exceeds Requirements” and occurrence will result in the award of 2 credit points, as determined by the Authority.

6. Level C6 is defined as “Exceptional Performance” and occurrence will result in the award of 3 credit points, as determined by the Authority.

7. At its discretion, the Authority may award an additional 1 credit point for performance excellence falling outside of the Performance Management System described in this Schedule.

8. Under the Performance Management System a maximum of 36 positive or negative credit points may be awarded.

9. In the event of any disagreement, the Authority will access any evidence provided by the Contractor which supports mitigating circumstances. In case of dispute, resolution will be achieved through representation at the Project Board and Programme Board meetings in accordance with the Dispute Resolution Procedure stipulated in Schedule 12.
Annual reconciliation of Credit points

10. There will be an annual reconciliation of credit points accrued, consolidated across the Parallel Contracts.

11. If the net balance of credit points is between -1 and -36 points, the Authority will be reimbursed as defined in Schedule 9, Section 9.

12. If the net balance is 0, no penalty will be exacted and no price adjustment will be made to the Authority.

13. If the net balance is greater than +1, the Contractor will be credited with those points against performance in the following year of the Term only.
SCHEDULE 4

SERVICE IMPROVEMENTS AND DEVELOPMENT OF SERVICES

SERVICES DEVELOPMENT

1. In accordance with clause 15 (Service Improvements and Development of the Services), the Contractor will have an ongoing obligation throughout the Term to identify new or potential improvements to the Services, taking account of, but not limited to:

1.1 the evolving requirements of users of the drafting tool;

1.2 the evolving requirements of end users, including those that access legislation online, reuse legislative data, purchase electronic data and/or printed copies;

1.3 technological changes and advances that have the potential to enhance the provision of Services;

1.4 changes in statutory requirements;

1.5 improving Services where these can be provided at no additional charge to the Authority;

1.6 considering whether existing Services can be provided at lower charges than those referred to in Schedule 9 (Charging and Invoicing).

2. In accordance with clause 15 (Service Improvements and Development of the Services) and the provisions of this Schedule, the Contractor will identify opportunities for development and improvement to the Services, including possible changes in process, where this enables cost savings for the Authority or users of the Concession Services. As part of this obligation the Contractor will report to the Authority at Project Board or Programme Board meetings in accordance with Schedule 5 (Governance and Reporting).
3. Improvements which are identified by the Contractor and which require material capital expenditure will be implemented through the Change Control Procedure as set out in Schedule 8 (Change Control Procedure), in accordance with clause 15.3 of this Contract.

4. Improvements which do not require material capital expenditure shall be implemented free of charge by the Contractor subject to the Authority’s Approval in relation to any such proposed or prospective Improvement, provided that such Improvements shall not be deemed to constitute a Change to this Contract.

5. The Authority and the Contractor will each nominate individuals through which developments and Improvements will be managed.
SCHEDULE 5

GOVERNANCE AND REPORTING

PART A: GOVERNANCE

For the purposes of this Schedule 5, the following terms will have the meanings referred to below:

“Board Member” the Authority and Contractor Board appointments set out in the Appendix to this Schedule 5;

“Board(s)” the Project Board and Programme Board;

“Performance Monitoring Information” the monthly information made available for access to the Authority by the Contractor relating to the performance of the Services to be provided by the Contractor to the Authority and as more particularly set down in Schedule 3 (Performance Monitoring and Service Levels);

“Project” Refers to the Services and Deliverables to be provided by the Contractor to the Authority in accordance with this Contract;

“Project Board” the management board described in paragraph 2.4 of this Schedule 5;

“Project Managers” the individuals appointed as such by the Authority and the Contractor in accordance with paragraph 2.2 of this Schedule 5;

“Project Plan” the Detailed Implementation Plan detailing how the Services are to be provided; and

“Programme Board” the body described in paragraph 2.5 of this Schedule 5 (Governance and Reporting);
1 INTRODUCTION

1.1 This Part A describes the procedures that will be used to manage the relationship between the Authority and the Contractor under this Contract.

2. ESTABLISHMENT OF THE BOARDS

2.1 Boards will be established by the Authority under this Contract on which both the Contractor and the Authority will be represented.

2.2 The Contractor and the Authority will each appoint a Project Manager.

2.3 The Project will be managed at the day to day level through the Contractor Project Manager and the Authority Project Manager, in accordance with the Project Plan.

2.4 The Project Board will be responsible for the executive management of the Services as set out in this Contract. The role and function of the Project Board is more particularly set out in paragraph 5 below.

2.5 The Programme Board will:

2.5.1 provide senior level guidance, leadership and strategy for the Project;

2.5.2 be the point of escalation from the Project Board; and

2.5.3 carry out the specific obligations attributed to it in this Contract.

2.6 Both Parties will ensure that appropriate resource is made available on a regular basis such that the aims, objectives and specific provisions of this Contract can be fully realised.

3. BOARD STRUCTURE & REPRESENTATION

3.1 The Appendix to this Schedule 5 describes in relation to each Board:

3.1.1 the Authority members of that Board;

3.1.2 the Contractor members of that Board;
3.1.3 the frequency that the Board will meet (unless otherwise agreed between the Parties);

3.1.4 the location of the Board’s meetings; and

3.1.5 the planned start date by which the Board will be established.

3.2 In the event that either Party wishes to replace any Board Member position, that Party will 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 Contractor Board Member of equivalent seniority and expertise.

3.3 Each Party will ensure that its Board Members will make all reasonable efforts to attend Board meetings at which that Board Member’s attendance is required. If any Board Member is not able to attend a Board meeting, that person will use all reasonable endeavours to ensure that:

3.3.1 a delegate attends the relevant Board meeting in his/her place who (wherever possible) is properly briefed and prepared; and

3.3.2 that he/she is debriefed by such delegate after the Board Meeting.

3.4 A chairperson will be appointed by the Authority for the Programme Board and Project Board as identified in the Appendix in this Schedule. The chairperson will be responsible for:

3.4.1 scheduling Board meetings;

3.4.2 setting the agenda for Board meetings and circulating to all attendees in advance of such meeting;

3.4.3 chairing the Board meetings;

3.4.4 monitoring the progress of any follow up tasks and activities agreed to be carried out following Board meetings;
3.4.5 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

3.4.6 facilitating the process or procedure by which any decision agreed at any Board meeting is given effect in the appropriate manner.

3.5 Board meetings will be quorate as long as at least two representatives from each Party are present.

3.6 The Parties will ensure, as far as reasonably practicable, that all Boards will as soon as reasonably practicable resolve the issues and achieve the objectives placed before them. Each Party will 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.

4. ROLE OF PROGRAMME BOARD

4.1 The Programme Board will:

4.1.1 ensure that this Contract is operated throughout the Term in a manner which optimises the value for money and operational benefit derived by the Authority and the commercial benefit derived by the Contractor;

4.1.2 receive and review information and reports from the Project Board which summarise key aspects of the operation of the Services and review information and reports on technology, service and other developments that offer potential for improving the benefit either Party is receiving, in particular value for money;

4.1.3 determine business strategy and provide guidance on policy matters which may impact on the implementation of the Services or on any Concession Services;
4.1.4 authorise the commissioning and initiation of new business change projects and will assess opportunities for any future services and/or Additional Concession Services; and

4.1.5 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 Programme Board.

5. ROLE OF THE PROJECT BOARD

5.1 The Project Board will:

5.1.1 be accountable to the Programme Board for comprehensive oversight of the Project and for the senior management of the operational relationship between the parties;

5.1.2 report to the Programme Board on significant issues requiring decision and resolution by the Programme Board and on progress against high level Project plans;

5.1.3 review at each of its meetings, the Project Plan referred to in Schedule 2 (Implementation) and the Performance Monitoring information referred to in Schedule 3 (Performance Monitoring and Service Levels) prepared by the Contractor;

5.1.4 review and report to the Programme Board on service management, co-ordination of individual projects and any integration issues (including without limitation any issues arising from its review of the reports referred to in paragraph 5.1.3);

5.1.5 deal with the prioritisation of resources and the appointment of Project Managers on behalf of the Parties;

5.1.6 consider and resolve Disputes (including Disputes as to the cause of a delay to the Project or the performance of the Services) in the first instance and if necessary escalate the Dispute to the Programme Board; and
5.1.7 develop operational/supplier relationship and develop and propose the relationship development strategy and ensure the implementation of the same.

6. CONTRACT MANAGEMENT MECHANISMS

6.1 Both Parties will contribute to maintaining an appropriate level of dialogue between the Parties, will work in accordance with contract management protocols which are set out in this Contract or which are developed during the Term, and will pro-actively manage risks which arise under this Contract. The Contractor will develop, operate, maintain and amend, and agree with the Authority:

6.1.1 processes for the identification and management of risks as reflected in a project risk register. The project risk register will be completed by the Contractor and submitted for review by both parties at the Project Board; and

6.1.2 any other processes which are required pursuant to the terms and conditions or any Schedule of this Contract or which the Authority may reasonably require the Contractor to prepare from time to time.

6.2 Any processes developed pursuant to this paragraph 6 (Contract Management Mechanisms) shall be included at Part B (Reporting) to this Schedule 5 (Governance and Reporting).

7. ANNUAL REVIEW

7.1 An annual review meeting will be held, in the February of each year of the Term, starting February 2012. The meetings will be attended by the Head of Legislation Services, Strategy and Development Manager and the User Experience and Online Services Manager of the Contractor and the Client Services Director, Contract Manager and Publishing Services Manager of the Authority and any other persons considered by the Authority necessary for the review.
## APPENDIX 1 TO PART A

### PROGRAMME BOARD REPRESENTATION AND STRUCTURE

| Authority members for Programme Board | Text Redacted, Director of Information Policy and Services [Chairperson]  
Text Redacted, Head of Legislation Services  
Text Redacted, Strategy and Development Manager  
Text Redacted, User Experience and Online Services Manager |
|---------------------------------------|-------------------------------------------------------------------------|
| Contractor members for Programme Board | Text Redacted, Client Services Director  
Text Redacted, Contract Manager  
Text Redacted, Programme Manager  
Text Redacted, Implementation Manager |
| Start date for Programme Board meetings | February 2011 |
| Frequency of Programme Board meetings | Implementation: every two months from February 2011  
Rest of contract term: every six months from November 2011 |
| Location of Programme Board meetings | Usually alternating between Authority and Contractor premises |
## PROJECT BOARD REPRESENTATION AND STRUCTURE

<table>
<thead>
<tr>
<th>Authority Members for Project Board</th>
<th>Text Redacted, Head of Legislation Services [Chairperson]</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Text Redacted, Strategy and Development Manager</td>
</tr>
<tr>
<td></td>
<td>Text Redacted, User Experience and Online Services Manager</td>
</tr>
<tr>
<td></td>
<td>Text Redacted, Contracts Delivery Manager</td>
</tr>
<tr>
<td></td>
<td>Text Redacted, Contracts Delivery Assistant</td>
</tr>
<tr>
<td>Contractor Members for Project Board</td>
<td>Text Redacted, Contract Manager</td>
</tr>
<tr>
<td></td>
<td>Text Redacted, Programme Manager</td>
</tr>
<tr>
<td></td>
<td>Text Redacted, Implementation Manager</td>
</tr>
<tr>
<td></td>
<td>Text Redacted, eContent Manager</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Start Date for Project Board meetings</th>
<th>February 2011</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frequency of Project Board meetings</td>
<td>Monthly</td>
</tr>
<tr>
<td>Location of Project Board meetings</td>
<td>Usually alternating between Authority and Contractor premises</td>
</tr>
</tbody>
</table>
PART B: REPORTING

Information to be reported to the Authority is subject to negotiation and agreement between the Authority and the Contractor.

From time to time the Authority may request the reporting of additional information or at different intervals.

Unless the Parties otherwise determine, the following reports will be provided by the Contractor to the Authority:

<table>
<thead>
<tr>
<th>Title</th>
<th>Change Request Summary Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Information detailing the status of all open and new Change Requests (CRs) made in accordance with Schedule 8 (Change Control Procedure)</td>
</tr>
<tr>
<td>Information to be included</td>
<td>• Authority’s CR number (if applicable)</td>
</tr>
<tr>
<td></td>
<td>• Contractor’s reference number</td>
</tr>
<tr>
<td></td>
<td>• Brief description of Change</td>
</tr>
<tr>
<td></td>
<td>• CR Status (e.g. Open, In progress, Completed, On Hold, Pending, etc.)</td>
</tr>
<tr>
<td></td>
<td>• Date CR Raised</td>
</tr>
<tr>
<td></td>
<td>• Date CR Completed</td>
</tr>
<tr>
<td></td>
<td>• Comments</td>
</tr>
<tr>
<td>Frequency</td>
<td>Monthly / Annual</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>Contract Variation Summary Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Information detailing all agreed variations to the Contract.</td>
</tr>
<tr>
<td>Information to be included</td>
<td>• Amendment Number</td>
</tr>
<tr>
<td></td>
<td>• Brief description of Variation</td>
</tr>
<tr>
<td></td>
<td>• Date signed</td>
</tr>
<tr>
<td>Frequency</td>
<td>Annual</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>Legislation Scheduled for Publication</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>A list of all legislation due to publish on the next working day.</td>
</tr>
<tr>
<td>Information to be included</td>
<td>• Title details (Title, Number, ISBN, etc.)</td>
</tr>
<tr>
<td></td>
<td>• Sponsoring Department</td>
</tr>
<tr>
<td>Frequency</td>
<td>Daily</td>
</tr>
</tbody>
</table>
### Title: SI Production Performance Statistics

#### 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 Requirements:**
  - Sponsor Department Specified Publication Date:
  - Publication Date Requested:
  - Publication Time Requested:

- **Default Production Schedule:**
  - Default Publication Time:
  - 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

#### Frequency
Monthly

### Title: Editorial System Data Supply

#### Description

#### Information to be included
- Legislation document (Type, year, number, filename)
- Document format (e.g. XML/TIFF)
- Date supplied
- Date officially published
- Reason for late supply if not supplied on date published
- Date re-supplied (if applicable)
- Reason for re-supply (if applicable)

#### Frequency
Monthly/Annual
### Website Error Information

<table>
<thead>
<tr>
<th>Title</th>
<th>Website Error Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Information showing problems identified with the website and Performance Score in relation to Schedule 1 (Specifications).</td>
</tr>
</tbody>
</table>
| Information to be included | • Date/time fault reported  
• Person identifying fault (e.g. Authority/Contractor)  
• Contact points for fault (Authority contact & Contractor contact)  
• Nature of fault  
• Severity of fault (e.g. one link broken/whole site down, SLA priority?)  
• Reference number (Authority /Contractor)  
• Date/time fault resolved  
• Status/Action Officer for unresolved faults  
• Comparison of resolution times against relevant SLA |
| Frequency              | Monthly                                                                                   |

### Website statistics

<table>
<thead>
<tr>
<th>Title</th>
<th>Website statistics</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Information showing how the website is used</td>
</tr>
</tbody>
</table>
| Information to be included | Website Usage & Trend Statistics:  
• Availability  
• Visitors  
• Hits/page views  
• Search terms  
• Entry/exit pages  
• Search engines  
• Browsers  
• Amount of information downloaded  
• Most popular pages on site  
• Time to serve pages  
• Server/load-balancer performance. |
| Website Summary Statistics: |  
• Line Usage  
• Average Line Usage over last 3 months  
• Traffic downloaded  
• 3 month rolling average  
• Hits and page views over a rolling 12 month period  
• Page impressions  
• Users |
<p>| Frequency              | Monthly                                                                                   |</p>
<table>
<thead>
<tr>
<th>Title</th>
<th>Publishing Volumes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Information highlighting publishing volumes and trends.</td>
</tr>
</tbody>
</table>
| Information to be included | **Primary Legislation:**  
  - Publishing Volumes broken down by region and document type  
  - Elapsed days receipt/approval to publication for each published item  
  - Average elapsed days receipt/approval to publication  

**Secondary Legislation:**  
- Publishing Volumes broken down by region and document type  
- Average Elapsed days receipt/approval to publication  
- List of statutory instruments published on expedited schedules (including those for Civil Emergency, Pandemic or Financial changes) including publication dates and reason expedited  

**Combined Legislation Statistics:**  
- Breakdown of volumes published in each region over a rolling 12 month period.  
- Graph showing volume trends over a rolling 12 month period.  

**Bound Volumes:**  
- Summary of titles in production and schedules.  

| Frequency | Monthly |

<table>
<thead>
<tr>
<th>Title</th>
<th>Customer Service Statistics</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Information showing customer activity</td>
</tr>
<tr>
<td>Information to be included</td>
<td></td>
</tr>
</tbody>
</table>
  - 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 whether based in the UK  
  - Ad hoc order fulfilment: fulfilment times from receipt of order to despatch by order method  
  - Standing orders and subscriptions: fulfilment times from publication to despatch  
  - Number of enquiries received broken down by enquiry type, publication type and how received (phone, email, etc.)  

<p>| Frequency | Monthly |</p>
<table>
<thead>
<tr>
<th>Title</th>
<th>Customer Service Statistics – Annual Review</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Information on customer orders and charging for contract Annual Review</td>
</tr>
</tbody>
</table>
| Information to be included | - Number of standing order and subscription customers by publication and region  
- Numbers of types of standing order and subscription customers (including government department, library, Parliament, bookshop, company or private individual) and whether based in the UK  
- Number of ad hoc orders fulfilled broken down by publication, region and order method  
- Numbers and type of ad hoc order customers (including government department, library, Parliament, bookshop, company or private individual) and whether based in the UK  
- Number of Government invoice points relating to the generation of legislation  
- Include figures for previous contractual years |
| Frequency | Annual |

<table>
<thead>
<tr>
<th>Title</th>
<th>Performance Monitoring Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Information identifying new and unresolved Service Failures and non-conformances against contractual specifications.</td>
</tr>
</tbody>
</table>
| Information to be included | - Authority Reference (if applicable)  
- Date Logged  
- Document Type  
- Document Reference  
- Description of Problem  
- Comments / Response  
- Sponsoring Department  
- Query Category  
- How Identified  
- When Resolved  
- Attributed To  
- Elapsed Calendar Days Logged to Resolution  
- Any other information that is required to enable the Authority the monitor performance of the services by the Contractor. |
<p>| Frequency | Monthly / Annual |</p>
<table>
<thead>
<tr>
<th>Title</th>
<th>Financial Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Information on revenue generated from the provision of Services</td>
</tr>
</tbody>
</table>
| 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 monthly with actual costs incurred year to date  
• 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)  
• Sponsor forecasts for the year phased by month and updated monthly with actual costs incurred year to date  
• Website hosting costs incurred under the contract by month and year to date in respect of the Authority's financial year (April – March).  
• Content 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 as contracted by the client split by project, spend to date and forecast spend in respect of the Authority's financial year (April – March).  
• Relevant narrative/commentary to explain all figures provided as agreed between the parties. |
| Frequency | Monthly |

<table>
<thead>
<tr>
<th>Title</th>
<th>Contractor's Annual Report</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Standing provision of Annual Reports</td>
</tr>
<tr>
<td>Information to be included</td>
<td>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.</td>
</tr>
<tr>
<td>Frequency</td>
<td>Annual</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>Other Information Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Information to be supplied on request</td>
</tr>
</tbody>
</table>
| Information to be included | • Any additional information held by the Contractor in relation to the Services under the contract required by the Authority subject to one months notice of such a requirement, or as otherwise agreed  
• Any amendments to the format in which the information is provided subject to one months notice, or as otherwise agreed |
| Frequency | As required |
SECURITY MANAGEMENT PLAN

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

“Breach of Security” in accordance with the Security requirements set out in this Schedule 6, Schedule 1 (Specifications), and the Security Policy, the occurrence of:

a) any unauthorised access to or use of the Services; the Premises; and/or any ICT, information or data (including the Confidential Information and the Materials) used in connection with this Contract; and/or

b) the loss and/or unauthorised disclosure of any information or data including any copies of such information or data, used by the Authority and/or the Contractor in connection with this Contract.

“CHECK service provider” means a service provider that is authorised by the Government Communications-Electronics Security Group to carry out IT health checks on UK government systems which process protectively marked information.

“GSX/GSE Code of Connection” means a Government issued document which sets out the minimum requirements for controls on ICT systems and processes connected to the Government Secure network, with the primary purpose being to safeguard the network’s central infrastructure and the organisations that are connected to it. It documents the steps organisations must take before they can connect to the GSX’.
“Her Majesty’s Government Accreditation” is an independent assessment that an ICT system or service meets its IA requirements and that the residual risks, in the context of the business requirement, are within the corporate information risk appetite.

“IT Security Health Checks” means an assessment of IT systems used in Government that is conducted in accordance with procedures and standards laid down by the Government Communications-Electronics Security Group by a CHECK service provider.

“ISMS” The Information Security Management System as defined by ISO/IEC 27001. The scope of the ISMS will be as agreed by the Parties and will directly reflect the scope of the Services.

“Protectively Marked” will have the meaning as set out in the Security Policy Framework.

“Security Management Plan” the Contractor’s security plan prepared pursuant to paragraph 3 of this Schedule and as attached as Appendix 2;

“Security Policy” the Authority’s security policy as attached as Appendix 1 to this Schedule 6 as updated from time to time;


“Security Tests” will have the meaning set out in paragraph 4.1 of this Schedule;

“Statement of Applicability” will have the meaning set out in ISO/IEC 27001 and as agreed by the Parties during the procurement phase.
1. INTRODUCTION

1.1 This Schedule covers:

1.1.1 principles of protective security to be applied in delivering the Services;

1.1.2 wider aspects of security relating to the Services;

1.1.3 the development, implementation, operation, maintenance and continual improvement of an ISMS;

1.1.4 the creation and maintenance of the Security Management Plan;

1.1.5 audit and testing of ISMS compliance with the security requirements (as set out in Schedule 1 (Specifications));

1.1.6 conformance to ISO/IEC 27001 (Information Security Requirements Specification) and ISO/IEC27002 (Information Security Code of Practice) and;

1.1.7 obligations in the event of any actual, potential or attempted Breach of Security.

2. PRINCIPLES OF SECURITY

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

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

2.2.1 the confidentiality and integrity of the Materials is maintained;

2.2.2 unauthorised access to, use of, or interference with the Materials by any person or organisation is prevented;
2.2.3 unauthorised access to network elements, buildings, and tools used by the Contractor in the provision of the Services is prevented;

2.2.4 use of the Services by any third party in order to gain unauthorised access to any computer resource or the Materials is prevented; and

2.2.5 loss of availability of the Materials due to any failure or compromise of the Services provided by the Contractor is prevented.

2.3 The Contractor will develop and use an ISMS to ensure compliance with the Authority's security requirements as specified in this Contract.

2.4 The Contractor will be responsible for the effective performance of the ISMS and will at all times provide a level of security which:

2.4.1 is in accordance with Good Industry Practice, Law and this Contract;

2.4.2 complies with the Security Policy;

2.4.3 complies with at least the minimum set of security measures and standards as determined by the Security Policy Framework (Tiers 1-4) available from the Cabinet Office Security Policy Division (COSPD);

2.4.4 meets any specific security threats to the ISMS; and

2.4.5 complies with ISO/IEC27001 and ISO/IEC27002 in accordance with paragraph 5 of this Schedule;

2.4.6 complies with the security requirements as set out in this Schedule and Schedule 1 (Specifications); and

2.4.7 complies with The National Archives Security and Data Handling Policies at Appendix 1.

2.5 The references to standards, guidance and policies set out in paragraph 2.4 will 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, from time to time.
2.6 In the event of any inconsistency in the provisions of the above standards, guidance and policies, the Contractor will notify the Authority’s Representative of such inconsistency immediately upon becoming aware of the same, and the Authority’s Representative will, as soon as practicable, advise the Contractor which provision the Contractor will be required to comply with.

3. **ISMS AND SECURITY MANAGEMENT PLAN**

3.1 Introduction

3.1.1 The Contractor will develop, implement, operate, maintain and continuously improve and maintain an ISMS which will, without prejudice to paragraph 2.4 be approved, by the Authority, periodically updated and audited in accordance with ISO/IEC 27001.

3.1.2 The Contractor will develop and maintain a Security Management Plan in accordance with this Schedule to apply during the Term. This will include the ability to receive, transmit and store HMG protectively-marked information which will normally require access to an assured network such GSi/GSX/GSE and must comply with the Government Security Policy Framework or any successor policy. The Contractor will comply with its obligations set out in the Security Management Plan.

3.1.3 Both the ISMS and the Security Management Plan will, unless otherwise specified by the Authority, aim to protect all aspects of the Services and all processes associated with the delivery of the Services and any ICT, information and data (including the Authority’s Data) to the extent used by the Authority or the Contractor in connection with this Contract.
3.2 Development of the Security Management Plan

3.2.1 Within twenty (20) Working Days after the Contract Date and in accordance with paragraph 3.4 (Amendment and Revision), the Contractor will prepare and deliver to the Authority for approval a fully complete and up to date Security Management Plan which will be based on the draft Security Management Plan set out in Appendix 2.

3.2.2 If the Security Management Plan, or any subsequent revision to it in accordance with paragraph 3.4 (Amendment and Revision), is approved by the Authority it will be adopted immediately and will replace the previous version of the Security Management Plan at Appendix 2. If the Security Management Plan is not approved by the Authority the Contractor will amend it within ten (10) Working Days of a notice of non-approval from the Authority and re-submit to the Authority for approval. The parties will use all reasonable endeavours to ensure that the approval process takes as little time as possible and in any event no longer than fifteen (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 will be resolved in accordance with the Dispute Resolution Procedure set out in Schedule 8. No approval to be given by the Authority pursuant to this paragraph 3.2.2 of this Schedule 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 security requirements under this Contract will be deemed to be reasonable.

3.3 Content of the Security Management Plan

3.3.1 The Security Management Plan will set out the security measures to be implemented and maintained by the Contractor in relation to all aspects of the Services and all processes associated with the delivery of the Services and will at all times comply with and specify security measures and procedures which are sufficient to ensure that the Services comply with the provisions of this Schedule (including the principles set out in paragraph 2.2);
3.3.2 The Security Management Plan (including the draft version) should also set out the plans for transiting all security arrangements and responsibilities from those in place at Contract Date to those incorporated in the Contractor’s ISMS at the date set out in the Schedule 2 (Implementation) for the Contractor to meet the full obligations of the security requirements under this Contract.

3.3.3 The Security Management Plan will be structured in accordance with ISO/IEC27001 and ISO/IEC27002, cross-referencing if necessary to other schedules of this Contract which cover specific areas included within that standard.

3.3.4 The Security Management Plan will be written in plain English in language which is readily comprehensible to the staff of the Contractor and the Authority engaged in the Services and will only reference documents which are in the possession of the Authority or whose location is otherwise specified in this Schedule.

3.4 Amendment and Revision of the ISMS and Security Management Plan

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

3.4.1.1 emerging changes in Good Industry Practice;

3.4.1.2 any change or proposed change to the Contractor’s systems used in the performance of the Services, the Services and/or associated processes;

3.4.1.3 any new perceived or changed security threats; and

3.4.1.4 any reasonable request by the Authority.

3.4.2 The Contractor will 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 should include, without limitation:
3.4.2.1 suggested improvements to the effectiveness of the ISMS;

3.4.2.2 updates to the risk assessments;

3.4.2.3 proposed modifications to the procedures and controls that effect information security to respond to events that may impact on the ISMS; and

3.4.2.4 suggested improvements in measuring the effectiveness of controls.

3.4.3 On receipt of the results of such reviews, the Authority will consider for approval any amendments or revisions to the ISMS or Security Management Plan in accordance with the process set out at paragraph 3.2.2.

3.4.4 Any change or amendment which the Contractor proposes to make to the ISMS or Security Management Plan (as a result of an Authority request or change to Schedule 1 (Specifications) or otherwise) will be subject to the Change Control Procedure and will not be implemented until approved in writing by the Authority.

4. TESTING

4.1 The Contractor will conduct tests of the ISMS ("Security Tests") on an annual basis or as otherwise agreed by the Parties. The date, timing, content and conduct of such Security Tests will be agreed in advance with the Authority.

4.2 The Authority will be entitled to send a representative to witness the conduct of the Security Tests. The Contractor will 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.

4.3 Without prejudice to any other right of audit or access granted to the Authority pursuant to this Contract, the Authority and/or its authorised representatives will be entitled, at any time and without giving notice to the Contractor, to carry out such tests (including penetration tests) as it may deem necessary in
relation to the ISMS and the Contractor’s compliance with the ISMS and the Security Management Plan. The Authority may notify the Contractor of the results of such tests after completion of each such test. Security Tests will be designed and implemented so as to minimise the impact on the delivery of the Services. If such tests adversely affect the Contractor’s ability to deliver the Services to the agreed Service Levels, the Contractor will be granted relief against any resultant under-performance for the period of the tests.

4.4 Where any Security Test carried out pursuant to paragraphs 4.2 or 4.3 above reveals any actual or potential Breach of Security, the Contractor will promptly notify the Authority of any changes to the ISMS and to the Security Management Plan (and the implementation thereof) which the Contractor proposes to make in order to correct such failure or weakness. Subject to the Authority’s approval in accordance with paragraph 3.4.4, the Contractor will implement such changes to the ISMS and the Security Management Plan 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 to address a non-compliance with the Security Policy the change to the ISMS or Security Management Plan will be at no cost to the Authority.

5. COMPLIANCE WITH ISO/IEC 27001

5.1 The Contractor will obtain independent certification of the ISMS to ISO/IEC 27001 within twelve (12) Months of the Contract Date and will maintain such certification for the duration of the Contract.

5.2 If certain parts of the ISMS do not conform to Good Industry Practice, or controls as described in ISO/IEC 27002 are not consistent with the Security Policy, and, as a result, the Contractor reasonably believes that it is not compliant with ISO/IEC 27001, the Contractor will promptly notify the Authority of this and the Authority in its absolute discretion may waive the requirement for certification in respect of the relevant parts.
5.3 The Authority will be entitled to carry out such regular security audits as may be required, and in accordance with Good Industry Practice, in order to ensure that the ISMS maintains compliance with the principles and practices of ISO 27001.

5.4 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 is not being achieved by the Contractor, then the Authority will notify the Contractor of the same and give the Contractor a reasonable time (having regard to the extent and criticality of any non-compliance and any other relevant circumstances) to become compliant with the principles and practices of ISO/IEC 27001. If the Contractor does not become compliant within the required time then the Authority has the right to obtain an independent audit against these standards in whole or in part.

5.5 If, as a result of any such independent audit as described in paragraph 5.4 the Contractor is found to be non-compliant with the principles and practices of ISO/IEC 27001 then the Contractor will, at its own expense, undertake those actions required in order to achieve the necessary compliance and will reimburse in full the costs incurred by the Authority in obtaining such audit.

6. **ACCREDITATION OF GSE CONNECTION**

6.1 The Contractor shall obtain formal HMG Accreditation of its Government Secure Extranet (GSE) connection and associated information systems that are required to hold data up to RESTRICTED level.

6.2 The Authority shall fulfil the Accréditor function and the Contractor shall be responsible for the production and ongoing maintenance of the Risk Management and Accreditation Documentation Set (RMADS), including regular updates to reflect:

6.2.1 changes to the Contractor’s systems or infrastructure;

6.2.2 changes to the Contractor’s risk assessment including any new risks that are identified through IT Security Health Checks (ITSHC) or similar; and
6.2.3 changes to current HM Government Information Assurance standards or technical guidance.

6.3 The Contractor shall maintain compliance with the GSE Code of Connection throughout the Term.

6.4 The Contractor shall conduct IT Security Health Checks (ITSHC) using a CESG CHECK service provider at least annually, or after any significant change to its systems or infrastructure.

7. **BREACH OF SECURITY**

7.1 Either Party will notify the other in accordance with the agreed security incident management process as defined by the ISMS upon becoming aware of any Breach of Security or any potential or attempted Breach of Security.

7.2 Without prejudice to the security incident management process, upon becoming aware of any of the circumstances referred to in paragraph 7.1, the Contractor will:

7.2.1 immediately take all reasonable steps necessary to:

7.2.1.1 remedy such breach or protect the integrity of the ISMS against any such potential or attempted breach or threat; and

7.2.1.2 prevent an equivalent breach in the future.

7.2.2 Such steps will include any action or changes reasonably required by the Authority. In the event that such action is taken in response to a breach that is determined by the Authority acting reasonably not to be covered by the obligations of the Contractor under this Contract, then the Contractor will be entitled to refer the matter to the Change Control Procedure; and

7.2.3 as soon as reasonably practicable provide to the Authority full details (using such reporting mechanism as defined by the ISMS) of the Breach of Security or the potential or attempted Breach of Security.
APPENDIX 1

SECURITY POLICY

THE QUEEN’S PRINTER FOR SCOTLAND OVERARCHING SECURITY POLICY

Text Redacted
Text Redacted
Text Redacted
Text Redacted
Text Redacted
APPENDIX 2

SECURITY MANAGEMENT PLAN

CONTRACTOR’S SECURITY MANAGEMENT PLAN

Text Redacted
Text Redacted
Text Redacted
For the purposes of this Schedule 7, the following terms will have the meanings referred to below:

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

“Required Insurances” the policies of insurance listed at paragraph 2 of this Schedule 7 (Insurance Requirements);

2 INSURANCE COVENANTS

1.1 The Contractor:

1.1.1 will maintain the Required Insurances in full force and effect at all times from the Contract Date until the date which is six (6) years following the end of the Term;

1.1.2 will not cancel the Insurances or make any material change thereto without the express written consent of the Authority; and

1.1.3 may change the insurers with whom the Insurances are held on an annual basis, upon notice to the Authority at least ten (10) Working Days prior to any such change. In the event that such a change results in revisions to the terms or cover, Authority consent will be required before the change can be implemented.

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

1.3 The Insurances will be maintained with a reputable insurance company.

1.4 The Contractor will procure, at no cost to the Authority, in respect of each of the public liability, employer’s liability and product liability Insurances that:
1.4.1 that each such Insurance will be extended automatically to indemnify the Authority as Joint Insured, to the extent of the Authority’s insurable interest; and

1.4.2 the insurers of each such Insurance will waive all rights of subrogation or action insurers may acquire against the Authority,

provided that the Authority will as though they were the insured under the Insurances, observe, fulfil and be subject to the terms, exclusions, conditions and endorsements of the Insurances so far as they can apply.

1.5 The Contractor will procure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any Insurance or cover, or to treat any Insurance, cover or claim as avoided in whole or part. The Contractor will use reasonable endeavours to notify the Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or avoid any Insurance, or any cover or claim under any Insurance in whole or in part.

1.6 The Authority may purchase (if possible) any of the Insurances which the Contractor has failed to maintain in full force and effect pursuant to this Contract. The Authority may recover the premium and other costs incurred in doing so as a debt due from the Contractor.

1.7 On request from the Authority, the Contractor will, not more than ten (10) Working Days after the Contract Date, and within fifteen (15) Working Days after the renewal of every Insurance, forward a letter from its insurance brokers who arranged the Insurances containing at least the information set out in the appendix to this Schedule. The Contractor will confirm in each covering letter that the maximum deductible in respect of any of its Insurance policies is no greater than 10% (ten per cent) of the sum insured under that policy. (Where the maximum deductible value varies between Insurances, these values should be added in a separate column to the table at paragraph 2 below).
1.8 The Authority may from time to time submit a request in writing to the Contractor, demanding evidence of the existence of all Insurances, copies of all policy terms, and evidence of the timely payment of premiums (confirmation in the form of a broker’s letter including contents as at Appendix 1), including a summary of the Insurances under which the Authority is named as a Joint Insured, and the Contractor will provide all such evidence within five (5) Working Days of such written request.

2. REQUIRED INSURANCES

<table>
<thead>
<tr>
<th>Class</th>
<th>Minimum Sum Insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Liability</td>
<td>£5 million [in total across all three parallel contracts]</td>
</tr>
<tr>
<td>Employers Liability</td>
<td>£5 million</td>
</tr>
<tr>
<td>Professional Indemnity</td>
<td>£5 million</td>
</tr>
<tr>
<td>Product Liability</td>
<td>£2 million</td>
</tr>
</tbody>
</table>
APPENDIX 1

CONTENTS OF BROKER’S LETTER

A) Class: PUBLIC LIABILITY

Insurer: Deutsche Post In-house Captive

Policy No: Not applicable

Period: Ongoing

Confirmation that the levels of Insurance are at least as required in paragraph 2 of this Schedule 7.

Confirmation that the premiums due under the terms of the policy of insurance are not (and have not previously been) in arrears as at the date of inception or renewal or as at the date of the broker’s letter.

B) Class: EMPLOYERS LIABILITY

Insurer: Deutsche Post In-house Captive

Policy No: Not applicable

Period of Insurance: Ongoing

Confirmation that the levels of Insurance are at least as required in paragraph 2 of this Schedule 7.

C) Class: PROFESSIONAL INDEMNITY

Insurer: Deutsche Post In-house Captive

Policy No: Not applicable

Period of Insurance: Ongoing

Confirmation that the levels of Insurance are at least as required in paragraph 2 of this Schedule 7.
D) Class: PRODUCT LIABILITY

Insurer: Deutsche Post In-house Captive

Policy No: Not applicable

Period of Insurance: Ongoing

Confirmation that the levels of Insurance are at least as required in paragraph 2 of this Schedule 7.
SCHEDULE 8

CHANGE CONTROL PROCEDURE

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

“Change Control Note” or “CCN” means the form used to request Changes to this Contract in accordance with the Change Control Procedure and which is set out at Annex A to this Schedule 8 (Change Control Procedure), as amended or updated from time to time.

“Recommendation” a prospective Change that is recommended by the Contractor to the Authority in accordance with paragraph 1.4.1 of this Schedule.

1. CHANGE CONTROL PROCEDURES

1.1 Use of the Change Control Procedures

The Contractor or the Authority may initiate a request for a Change, which may impact on the Services or any aspect of the Services including without limitation the Requirements, the Specification, the Performance Levels and including any matter within the scope of the Performance Monitoring and Service Level regime set out in Schedule 3 (Performance Monitoring and Service Levels), but for the avoidance of doubt shall not apply to changes to the terms and conditions.

1.2 Log of Change Control and Contract Variation

1.2.1 The Authority will, unless otherwise agreed, implement, maintain and control a log containing a chronological list of Change Control requests, proposals and CCNs raised by either Party and their status through to acceptance and implementation of the Change or rejection of the requested Change.

1.2.2 The Contractor will provide Change Control and CCN summary reports in accordance with Schedule 5 (Governance and Reporting).
1.3 **Change Control Requested by the Authority**

1.3.1 When the Authority wishes to request a Change, the Authority will provide the Contractor with a Change Request containing written details of the requirement for the Change, the target date for its implementation, and where applicable any intended changes or additions to the Specifications.

1.3.2 Within ten (10) Working Days from receipt of the Change Request, unless otherwise agreed with the Authority, the Contractor will propose its approach to meeting the requirement, including the proposed completion date and the impact of the Change Request including any impact on the Contract Price or the Concession Charges.

1.3.3 The Authority will provide further information that the Contractor may reasonably request to meet the requirement.

1.3.4 The Authority may:

1.3.4.1 withdraw or otherwise modify the Change Request on receipt of the proposal;

1.3.4.2 request further information or clarification from the Contractor;

1.3.4.3 request the Contractor to resubmit the proposal;

1.3.4.4 accept the proposal; or

1.3.4.5 reject the proposal.

1.4 **Changes Recommended by the Contractor**

1.4.1 When the Contractor wishes to recommend a Change, the Contractor will provide to the Authority in writing the Contractor’s reason for the Change, the impact of the Change and its target implementation date and where applicable any charges in accordance with Schedule 9 (Charging and Invoicing) (a “Recommendation”).
1.4.2 The Authority may:

1.4.2.1 request further information or clarification from the Contractor

1.4.2.2 accept the Recommendation;

1.4.2.3 reject the Recommendation, providing written details to the Contractor of the reason for its rejection; or

1.4.2.4 request the Contractor to resubmit a modified Recommendation for the Authority’s consideration.

1.4.3 The Recommendation will not be deemed to be accepted if the Authority has not provided a written notification to the Contractor pursuant to paragraph 1.4.2 above.

1.4.4 The Contractor will provide further information that the Authority may require to consider the request.

1.5 Information to be included in Change Requests and Change Recommendations

1.5.1 Unless a Change Request is rejected by the Authority or withdrawn by the Contractor, the Parties will within a mutually agreed period determine the output requirements, and where applicable any intended changes or additions to the Specifications.

1.5.2 Completed Change Requests and Recommendations will contain, where applicable:

1.5.2.1 the title of the Change (or proposed Change, as appropriate);

1.5.2.2 the identity of the originator and the date of origination;

1.5.2.3 the reason for the Change;

1.5.2.4 full details of the Change, including any impact on the Specifications;
1.5.2.5 details of the effect of the Change (or proposed Change) on the Contract Price and/or the Concession Charges;

1.5.2.6 details of any documentation to be provided;

1.5.2.7 details of any training to be provided;

1.5.2.8 a timetable for implementation;

1.5.2.9 impact of the Change to the term or conditions of this Contract;

1.5.2.10 changes to the working arrangements; and

1.5.2.11 provisions for roll-back to previous version.

2. **APPROVAL OF CHANGE CONTROL**

2.1 The Authority will provide the Contractor with Approval for any proposal to implement a Change Request or a Recommendation which has been agreed between the Parties in accordance with paragraphs 1.3 or 1.4 this Schedule 8 (Change Control Procedure).

2.2 Until such a time (if any) that the proposal or Recommendation has been approved by the Authority, then:

2.2.1 unless the Authority expressly otherwise agrees in writing, the Contractor will continue to provide the Services in accordance with the existing terms of this Contract as if the proposal or Recommendation did not apply; and

2.2.2 any discussions, negotiations or other communications which may take place between the Authority and the Contractor in connection with the proposal or Recommendation will be without prejudice to each Party’s other rights under this Contract.

2.3 The Parties will document in writing when a Change has been fully implemented.
2.4 **Implementation of Approved Changes which impact the Services**

To the extent that any Change requires a programme for implementation, then the Parties will follow the Implementation Plan unless otherwise agreed.

2.5 **Approved Changes requiring a Contract Variation**

To the extent that any Change affects any part of the terms and conditions of this Contract, then the Parties will Vary the terms and conditions so affected in accordance with clause 45.1.

2.6 **Change Control Notes**

Where the Parties have agreed a Change to this Contract under this Change Control Procedure, the Authority will raise a Change Control Note in the form set out at Appendix 1 to this Schedule 8. The Change Control Note will include provision for signature by both the Authority and the Contractor. Any proposed Changes processed in accordance with this Schedule 8 (Change Control Procedure) will not be authorised and the Contractor will not implement any proposed Change until the Change Control Note has been signed and executed by a duly authorised representative of the Authority.

2.7 Until such a time that the Change Control Note has been signed and issued by the Authority:

2.7.1 unless the Authority expressly otherwise agrees in writing, the Contractor will continue to provide the Services in accordance with the existing terms of this Contract as if the proposed Change Control Note did not apply; and

2.7.2 any discussions, negotiations or other communications which may take place between the Authority and the Contractor in connection with the proposed Change Control Note will be without prejudice to each Party’s other rights under this Contract.
3. POST-IMPLEMENTATION REVIEW PROCESS

3.1 Agreement on scope and objectives

3.1.1 The Contractor and the Authority will jointly propose and the Authority will agree the scope and objectives of the post-implementation reviews of Changes.

3.1.2 The Authority and the Contractor will jointly agree the approach and content of the review in line with the agreed objectives, and each will undertake such tasks as are appropriate to their skill, knowledge and individual objectives.

3.2 Follow-up Action

The Authority and the Contractor will jointly agree any actions that must be taken by either or both Parties pursuant to the post-implementation review, and will progress them in a timely and appropriate manner.

4. EMERGENCY CHANGE CONTROL PROCEDURE

4.1 Where one Party believes that a Change must be effected as a matter of urgency, it will notify either the Authority’s Representative or the Contractor’s Representative (as appropriate) that it wishes to use the Emergency Change Control Procedure outlined in this paragraph 4.

4.2 Upon notification pursuant to paragraph 4.1 the Parties will meet as a matter of urgency at the earliest possible time to discuss the necessary Change and the potential impact of the Change.

4.3 The originator of the Change will set out in writing the scope of the work to be undertaken, any impact on any charges in Schedule 9 (Charging and Invoicing), any impact on Services, and the timescales for completion.

4.4 If the Parties agree that the Change is urgent and can provisionally agree the scope of the Change, the Parties will agree in writing to the proposed Change.
4.5 An Emergency Change Control proposal will only have effect when agreed in writing by the Authority’s Representative and the Contractor’s Representative and may be amended only by the agreement of those representatives.

4.6 The Parties acknowledge and agree that the Emergency Change Control Procedure is not a substitute for the formal Change Control Procedure set out in this Schedule 8. Notwithstanding the invocation of the Emergency Change Control Procedures, the Parties will conclude the formal Change Control Procedure retrospectively and as soon as reasonably practicable after implementation of the Change described in the Emergency Change proposal.
SCHEDULE 8 (CHANGE CONTROL PROCEDURE)
APPENDIX 1

CHANGE CONTROL NOTE (CCN)

Dated: _____________________________

CCN NUMBER [insert number]

BETWEEN

1 THE QUEEN'S PRINTER FOR SCOTLAND of
Admail ADM4058
Edinburgh
EH1 1NG (the Authority)

AND

2 THE STATIONERY OFFICE LIMITED of 10 Eastbourne
Terrace, London W2 6LG (the Contractor)

This CCN [insert number] is made to the Contract in relation to the capture, transformation and dissemination of England and Wales legislation and associated products dated [insert date] between the above Parties.

IT IS HEREBY AGREED AS FOLLOWS:

The Parties agree to Change [insert section or Schedule of the Contract]

1. Change

Signed (Authority) ……………………………………………………………Date………………

Print Name …………………………………………

Signed (Contractor) ……………………………………………………………Date………………

Print Name …………………………………………

Schedule 8 249
SCHEDULE 9

CHARGING AND INVOICING

1. CHARGES TO PUBLISH SECONDARY LEGISLATION AND EXPLANATORY DOCUMENTS

1.1 Charges for the capture, transformation and dissemination of Publications supplied to the Contractor in the appropriate template for that publication. Charges apply to: all page extents, web only Publications, in addition to web and print Publications.

<table>
<thead>
<tr>
<th>Publication</th>
<th>Fully validated</th>
<th>Not fully validated (£31.25 surcharge)</th>
<th>Charged to</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Statutory Instrument</td>
<td>£160</td>
<td>£191.25</td>
<td>Sponsor Department</td>
</tr>
<tr>
<td>Local Non-Print Statutory Instrument</td>
<td>£50</td>
<td>£81.25</td>
<td>50% to Sponsor Department 50% to Authority</td>
</tr>
<tr>
<td>Executive Notes to Print SI</td>
<td>£130</td>
<td>£161.25</td>
<td>Sponsor Department</td>
</tr>
<tr>
<td>Executive Notes to Local Non-Print SI</td>
<td>£50</td>
<td>£81.25</td>
<td>Authority</td>
</tr>
<tr>
<td>Impact Assessment</td>
<td>£50</td>
<td>£81.25</td>
<td>Authority</td>
</tr>
</tbody>
</table>

1.2 Charges for non-templated Publications supplied electronically in Microsoft Word. Charges apply to: all page extents, web only Publications, in addition to web and print Publications.

<table>
<thead>
<tr>
<th>Publication</th>
<th>Non-templated (£31.25 surcharge)</th>
<th>Charged to</th>
</tr>
</thead>
<tbody>
<tr>
<td>Print Statutory Instruments</td>
<td>£191.25</td>
<td>Sponsor Department</td>
</tr>
<tr>
<td>Local Non-Print Statutory Instruments</td>
<td>£81.25</td>
<td>50% to Sponsor Department 50% to Authority</td>
</tr>
<tr>
<td>Executive Notes to Print SI</td>
<td>£161.25</td>
<td>Sponsor Department</td>
</tr>
<tr>
<td>Executive Notes to Local Non-Print SI</td>
<td>£81.25</td>
<td>Authority</td>
</tr>
<tr>
<td>Impact Assessment</td>
<td>£81.25</td>
<td>Authority</td>
</tr>
</tbody>
</table>
1.3 Charges for non-templated Publications supplied in electronically in Microsoft Word requiring typesetting in the appropriate template for that publication. Charges apply to: all page extents, web only Publications, in addition to web and print Publications and Welsh Statutory Instruments published with English and Welsh in dual columns on the same page. One set of page proofs included, further page proofs at £12 per page.

<table>
<thead>
<tr>
<th>Publication</th>
<th>Typesetting per page</th>
<th>Charged to</th>
</tr>
</thead>
<tbody>
<tr>
<td>Statutory Instruments</td>
<td>£15</td>
<td>Sponsor Department</td>
</tr>
<tr>
<td>Explanatory Memorandum</td>
<td>£15</td>
<td>Sponsor Department</td>
</tr>
<tr>
<td>Impact Assessment</td>
<td>£15</td>
<td>Sponsor Department</td>
</tr>
<tr>
<td>Correction Slips</td>
<td>£20</td>
<td>Sponsor Department</td>
</tr>
</tbody>
</table>

1.4 Charges for templated and non-templated Statutory Instruments and Correction Slips include 10 print copies for the Sponsor Department. Additional print copies will be charged at the cover price less a 70% discount.

1.5 Prices exclusive of VAT. VAT will be applied where applicable.

1.6 Online publication in XML will only be possible for fully validated Publications.

2. TRAINING SERVICES

2.1 Charges to train drafters to use the Statutory Instrument capture tool:

<table>
<thead>
<tr>
<th>Service</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Online tutorial</td>
<td>No charge</td>
</tr>
<tr>
<td>10 days offsite training per annum with a minimum of 5 attendees. Half day options available.</td>
<td>No charge</td>
</tr>
<tr>
<td>Up to four additional days onsite training, per annum, per jurisdiction, scheduled to take place before or after departmental sponsor liaison meetings in Cardiff, Belfast and Edinburgh with a minimum of 5 attendees. Half day options available.</td>
<td>No charge</td>
</tr>
<tr>
<td>One day Sponsor-specific offsite training with a minimum of 5 attendees</td>
<td>£250 per person</td>
</tr>
<tr>
<td>Half day Sponsor-specific offsite training with a minimum of 5 attendees</td>
<td>£125 per person</td>
</tr>
<tr>
<td>Onsite Sponsor-specific training/support</td>
<td>£500 per day</td>
</tr>
</tbody>
</table>

2.2 Prices exclusive of VAT. VAT will be applied where applicable.
3. DATA AND ONLINE SERVICES

3.1 Charges to the Authority for service development services. The free of charge service development days constitute a combined total across the three Parallel Contracts:

<table>
<thead>
<tr>
<th>Service</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>100 service development days per 12 months</td>
<td>No charge</td>
</tr>
<tr>
<td>Additional service development day: Traditional Project Management Specification and Delivery</td>
<td>£750 per day</td>
</tr>
<tr>
<td>Additional service development day: Agile/Integrated Specification and Delivery</td>
<td>£675 per day</td>
</tr>
</tbody>
</table>

3.2 The Charges for Website Hosting and Failover Services at paragraph 4 of this Schedule 9 include 100 service development days per annum worth £375,000 over the 5 year contract term. The 100 developer days will be a combined total across the three Parallel Contracts and are to be used per annum and cannot be carried over to following year.

3.3 Prices exclusive of VAT. VAT will be applied where applicable.

4. WEBSITE HOSTING AND FAILOVER SERVICES

4.1 Charges to the Authority for hosting and failover services for www.legislation.gov.uk, which are a combined total across the three Parallel Contracts. Charges include Akamai Dynamic Server Acceleration (DSA) service, MarkLogic licences, N-Lex Connector and the Legislation Editorial System Deployment Service.

<table>
<thead>
<tr>
<th>Service</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hosting and failover services (including 6000 GB annual bucket per annum)</td>
<td>Individual monthly charges redacted, total monthly charge is £17,100.</td>
</tr>
<tr>
<td>Maintenance for MarkLogic Server Enterprise Edition x 8</td>
<td></td>
</tr>
<tr>
<td>Staging environment for <a href="http://www.legislation.gov.uk">www.legislation.gov.uk</a></td>
<td></td>
</tr>
<tr>
<td>Testing environment for <a href="http://www.legislation.gov.uk">www.legislation.gov.uk</a></td>
<td></td>
</tr>
<tr>
<td>Content capture, transformation, data standards</td>
<td></td>
</tr>
</tbody>
</table>
4.2 Charges for additional content dissemination, which are a combined total across the three Parallel Contracts are based on using Akamai Dynamic Server Acceleration Service (ADS):

<table>
<thead>
<tr>
<th>Service</th>
<th>Charge</th>
</tr>
</thead>
<tbody>
<tr>
<td>Overage rate for usage above 1000 GB per month</td>
<td>£2.32 per GB</td>
</tr>
<tr>
<td>Fixed charge per additional 6000 GB annual bucket per annum</td>
<td>£1,054 per month</td>
</tr>
</tbody>
</table>

4.3 An annual bucket is a packet of 6000 GB data usage available at any time for up to one year in addition to the core data allocation of 1000 GB per month.

4.4 If one or more annual buckets is purchased then an overage rate will be charged once an annual bucket has been exhausted. The annual bucket charge is a fixed annual commitment.

4.5 Charges include provision of services for www.oqps.gov.uk

4.6 Prices exclusive of VAT. VAT will be applied where applicable.

5. ALTERNATIVE FORMATS

5.1 Production costs incurred by the Contractor for the sale of alternative formats, such as Braille, large print and audio editions will be met by the Authority excluding the production costs of the normal supply of printed copies.

5.2 When the Authority authorises the translation of a publication for an alternative format or the production from a translated file of an alternative format the Contractor will source the best value quote for approval by the Authority.

5.3 The cost for translation and/or production will be charged to the Authority.

5.4 Prices exclusive of VAT. VAT will be applied where applicable.

6. CHARGES FOR THE SALE OF PRINT COPIES - LEGISLATION AND EXPLANATORY DOCUMENTS

6.1 Cover prices applying to the sale of print copies of legislation and explanatory documents. Cover prices are based on the number of pages, comprising the number of printed pages and up to 4 blank pages necessary to include to make up a folding section, excluding separate covers and end papers.
Cover prices:

<table>
<thead>
<tr>
<th>Printed pages</th>
<th>Cover Price (mono)</th>
<th>Cover price (enhanced)</th>
<th>Cover</th>
<th>Binding</th>
<th>Wording on spine</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 - 6</td>
<td>£4.00</td>
<td>£5.00</td>
<td>Self-cover</td>
<td>Saddle-stitched</td>
<td>None</td>
</tr>
<tr>
<td>7 - 31</td>
<td>£5.75</td>
<td>£8.25</td>
<td>Self-cover</td>
<td>Saddle-stitched</td>
<td>None</td>
</tr>
<tr>
<td>32 - 60</td>
<td>£9.75</td>
<td>£14.75</td>
<td>Cover</td>
<td>Saddle-stitched</td>
<td>None</td>
</tr>
<tr>
<td>61 - 71</td>
<td>£10.75</td>
<td>£15.25</td>
<td>Cover</td>
<td>Saddle-stitched</td>
<td>None</td>
</tr>
<tr>
<td>72 - 84</td>
<td>£13.75</td>
<td>£19.25</td>
<td>Cover</td>
<td>Saddle-stitched</td>
<td>None</td>
</tr>
<tr>
<td>5 - 96</td>
<td>£15.50</td>
<td>£21.75</td>
<td>Cover</td>
<td>Saddle-stitched</td>
<td>None</td>
</tr>
<tr>
<td>97 - 112</td>
<td>£16.00</td>
<td>£22.50</td>
<td>Cover</td>
<td>Perfect bound</td>
<td>None</td>
</tr>
<tr>
<td>113 - 128</td>
<td>£18.50</td>
<td>£26.00</td>
<td>Cover</td>
<td>Perfect bound</td>
<td>Yes</td>
</tr>
<tr>
<td>129 - 144</td>
<td>£20.00</td>
<td>£28.00</td>
<td>Cover</td>
<td>Perfect bound</td>
<td>Yes</td>
</tr>
<tr>
<td>145 - 164</td>
<td>£22.50</td>
<td>£31.50</td>
<td>Cover</td>
<td>Perfect bound</td>
<td>Yes</td>
</tr>
<tr>
<td>165 - 180</td>
<td>£24.75</td>
<td>£35.50</td>
<td>Cover</td>
<td>Perfect bound</td>
<td>Yes</td>
</tr>
<tr>
<td>181 - 220</td>
<td>£26.75</td>
<td>£35.50</td>
<td>Cover</td>
<td>Perfect bound</td>
<td>Yes</td>
</tr>
<tr>
<td>221 - 260</td>
<td>£28.75</td>
<td>£35.50</td>
<td>Cover</td>
<td>Perfect bound</td>
<td>Yes</td>
</tr>
<tr>
<td>261 - 299</td>
<td>£31.75</td>
<td>£35.50</td>
<td>Cover</td>
<td>Perfect bound</td>
<td>Yes</td>
</tr>
<tr>
<td>300 - 399</td>
<td>£38.00</td>
<td>£43.75</td>
<td>Cover</td>
<td>Perfect bound</td>
<td>Yes</td>
</tr>
<tr>
<td>400 - 499</td>
<td>£44.75</td>
<td>£54.50</td>
<td>Cover</td>
<td>Perfect bound</td>
<td>Yes</td>
</tr>
<tr>
<td>500+</td>
<td>£0.068 per printed page</td>
<td>£0.110 per printed page</td>
<td>Cover</td>
<td>Perfect bound</td>
<td>Yes</td>
</tr>
</tbody>
</table>

6.2 Perfect bound copies 113pp + to include text on spine.

6.3 Enhanced Publications cover prices will apply to Publications reproduced in colour, with large maps, plans and/or throw-outs.

6.4 Prices exclusive of VAT. VAT will be applied where applicable.

6.5 Print copies sold to the Authority will be charged at the cover price, less a 10% discount.
7. **CHARGES FOR THE SALE OF PRINT COPIES - BOUND VOLUMES AND ANNUAL EDITIONS**

7.1 Formula to determine cover prices applying to the sale of print copies of Bound Volumes and Annual Editions. Cover prices are based on the number of pages, comprising the number of printed pages and up to 4 blank pages necessary to include to make up a folding section, excluding separate covers and end papers. Cover price = rate per page x total number of pages:

<table>
<thead>
<tr>
<th>Number of pages</th>
<th>Rate per page</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 499</td>
<td>£0.15</td>
</tr>
<tr>
<td>500 – 999</td>
<td>£0.14</td>
</tr>
<tr>
<td>1000 – 1999</td>
<td>£0.13</td>
</tr>
<tr>
<td>2000 – 2999</td>
<td>£0.12</td>
</tr>
<tr>
<td>3000 – 3999</td>
<td>£0.11</td>
</tr>
<tr>
<td>4000 +</td>
<td>£0.10</td>
</tr>
</tbody>
</table>

7.2 Prices exclusive of VAT. VAT will be applied where applicable.

7.3 Print copies sold to the Authority will be charged at the cover price, less a 10% discount.

7.4 Prices exclusive of VAT. VAT will be applied where applicable.

7.5 Print copies sold to the Authority will be charged at the cover price, less a 10% discount.

8. **CHARGES FOR THE SALE OF OTHER PUBLICATIONS**

8.1 Other Publications produced by the Contractor, but outside the scope of Schedule 1 of the Contract, will be sold to the Authority at the cover price, less a 10% discount.

9. **SERVICE CREDITS**

9.1 Service Credits are a reduction of the amounts payable in respect of the Services.

9.2 The Authority shall be entitled to set-off the value of any Service Credits against the Charges in accordance with Clause 23.1. Both Parties agree that the Service Credits are a reasonable method of price adjustment to reflect poor performance.

9.3 A single Performance Management System will be in place across the Parallel Contracts. Service Credits will be awarded on a consolidated basis by an annual calculation to take place at the end of the Contract year on the basis of £1,000 per
negative credit point, as defined in Schedule 3, to a maximum of £36,000 across the
twelve standards. For the avoidance of doubt the maximum aggregate liability of the
Contractor across the Parallel Contracts for negative credit points shall be £36,000
per annual reconciliation of Service Credits.

10. EARLY TERMINATION PAYMENT IF THE AUTHORITY TERMINATES THE
CONTRACT FOR CONVENIENCE

10.1 As referred to in clause 58.2 the Authority and the Contractor acknowledge and agree
that the Contractor’s upfront costs incurred in relation to the Detailed Implementation
Plan, which are a combined total across the three Parallel Contracts, as at the
Contract Date are an amount of £469,000.00 comprising:

<table>
<thead>
<tr>
<th>Development work undertaken</th>
<th>Upfront costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Development of sponsor templates, including Impact Assessments, Explanatory Notes, Explanatory Memoranda, Correction Slips</td>
<td>Text Redacted</td>
</tr>
<tr>
<td>Development of Submission and Validation portal</td>
<td></td>
</tr>
<tr>
<td>Development of N-Lex Connector</td>
<td></td>
</tr>
<tr>
<td>Hardware required for Submission and Validation portal</td>
<td></td>
</tr>
<tr>
<td>Development of Online Tutorial for sponsor training</td>
<td></td>
</tr>
<tr>
<td>Implementation, including Implementation Manager</td>
<td></td>
</tr>
</tbody>
</table>

10.2 For the purposes of clauses 58.2 - 58.4, the calculation of the Early Termination
Payment as a combined total across the three Parallel Contracts, shall be based on
the table below:

<table>
<thead>
<tr>
<th></th>
<th>Contract Date</th>
<th>End of 12 months after the Contract Date</th>
<th>End of 24 Months after Contract Date</th>
<th>End of 36 months after Contract Date</th>
<th>End of 48 months after Contract Date</th>
<th>End of 60 months after Contract Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Calculated in thousands of pounds</td>
<td>£000</td>
<td>£000</td>
<td>£000</td>
<td>£000</td>
<td>£000</td>
<td>£000</td>
</tr>
<tr>
<td>Upfront investment</td>
<td>Text Redacted</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Amortised investment</td>
<td>Text Redacted</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Early Termination Payment based on amount amortised</td>
<td>Text Redacted</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
- provided that in the event:

10.2.1 that the expiry date of the Termination for convenience notice under clause 58.1 is part way through a 12-month period, then the Early Termination Payment shall be calculated pro-rata; and

10.2.2 after the Contract Date there are additional upfront costs in relation to the provision of additional Deliverables agreed under Change Control Procedure, the parties will agree to vary the table and the amounts set out above as a consequence accordingly.
SCHEDULE 10

BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

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

“BCDR Plan” has the meaning set out in paragraph 1.2;

“Business Continuity Plan” has the meaning set out in paragraph 1.4;

“Disaster” the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part will be unavailable for period of one (1) week or which is reasonably anticipated will mean that the Services or a material part will be unavailable for that period;

“Disaster Recovery” the process of restoration of the Service by the provision of the Disaster Recovery Services;

“Disaster Recovery Plan” has the meaning set out in paragraph 1.5;

“Disaster Recovery Services” the Disaster Recovery and/or business continuity Services (as the context may require) to be provided by the Contractor pursuant to Schedule 10;

“Disaster Recovery System” the system identified by the Contractor in [the Contractor’s Solution] which will be used for the purpose of delivering the Disaster Recovery Service;

“General Principles” has the meaning set out in paragraph 1.3;

“Related Service Provider” any person who provides services to the Authority in relation to the Project from time to time.
1. PURPOSE OF THIS SCHEDULE

1.1 This Schedule sets out the Authority’s requirements for ensuring continuity of the business processes and operations supported by the Services in circumstances of Service disruption or failure and for restoring the Services through business continuity and as necessary disaster recovery procedures. It also includes the requirement on the Contractor to develop, review, test, change, and maintain a BCDR Plan in respect of the Services.

1.2 The BCDR Plan will be divided into three parts:

1.3 Part A which will set out general principles applicable to the BCDR Plan (“General Principles”).

1.4 Part B which will relate to business continuity (“Business Continuity Plan”); and

1.5 Part C which will relate to disaster recovery (“Disaster Recovery Plan”).

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

2. DEVELOPMENT OF BCDR PLAN

2.1 The BCDR Plan will unless otherwise required by the Authority in writing, be based upon and be consistent with the provisions of paragraph 1.

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

3. PART A - GENERAL PRINCIPLES AND REQUIREMENTS

3.1 The BCDR Plan will:

3.1.1 set out how the business continuity and disaster recovery elements of the BCDR Plan link to each other;
3.1.2 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;

3.1.3 contain an obligation upon the Contractor 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;

3.1.4 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 as notified to the Contractor by the Authority from time to time;

3.1.5 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;]

3.1.6 contain a risk analysis, including:

3.1.1 failure or disruption scenarios and assessments and estimates of frequency of occurrence;

3.1.2 identification of any single points of failure within the Services and processes for managing the risks arising there from;

3.1.3 identification of risks arising from the interaction of the Services with the services provided by a Related Service Provider; and

3.1.4 a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
3.1.7 provide for documentation of processes, including business processes, and procedures;

3.1.8 set out key contact details (including roles and responsibilities) for the Contractor (and any Sub-Contractors) and for the Authority;

3.1.9 identify the procedures for reverting to “normal service”;

3.1.10 identify the responsibilities (if any) that the Authority has agreed it will assume in the event of the invocation of the BCDR Plan; and

3.1.11 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 will be designed so as to ensure that:

3.2.1 the Services are provided in accordance with the Contract at all times during and after the invocation of the BCDR Plan;

3.2.2 the adverse impact of any Disaster, service failure, or disruption on the operations of the Authority is minimal as far as reasonably possible;

3.2.3 it complies with the relevant provisions of ISO/IEC17799:2000, ISO20000 and BS25999, in addition to all other industry standards from time to time in force; and

3.2.4 there is a process for the management of disaster recovery testing detailed in the BCDR Plan.

3.3 The BCDR Plan must be upgradeable and sufficiently flexible to support any changes to the Services or to the business processes facilitated by and the business operations supported by the Services.
3.4 The Contractor will not be entitled to any relief from its obligations under the Contract or to any increase in the Contract Price or the Concession Charges to the extent that a Disaster occurs as a consequence of any breach by the Contractor of this Contract.

4. **PART B - BUSINESS CONTINUITY ELEMENT - PRINCIPLES AND CONTENTS**

4.1 The Business Continuity Plan will 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 but not limited to and unless the Authority expressly states otherwise in writing:

4.1.1 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

4.1.2 the steps to be taken by the Contractor 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.

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

5. **PART C - DISASTER RECOVERY ELEMENT - PRINCIPLES AND CONTENTS**

5.1 The Disaster Recovery Plan will be designed so as to ensure that upon the occurrence of a Disaster the Contractor 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 will only be invoked upon the occurrence of a Disaster.
5.3 The Disaster Recovery Plan will include the following:

5.3.1 the technical design and build specification of the Disaster Recovery System;

5.3.2 details of the procedures and processes to be put in place by the Contractor and any sub-contractor in relation to the Disaster Recovery System and the provision of the Disaster Recovery Services and any testing of the same including but not limited to the following:

5.3.2.1 data centre and disaster recovery site audits;

5.3.2.2 backup methodology and details of the Contractor’s approach to data back-up and data verification;

5.3.2.3 identification of all potential disaster scenarios;

5.3.2.4 risk analysis;

5.3.2.5 documentation of processes and procedures;

5.3.2.6 hardware configuration details;

5.3.2.7 network planning including details of all relevant data networks and communication links;

5.3.2.8 invocation rules;

5.3.2.9 Service recovery procedures;

5.3.2.10 steps to be taken upon Service resumption to address any prevailing effect of the Service failure or disruption;

5.3.3 any applicable Service Levels with respect to the provision of Disaster Recovery Services and details of any agreed relaxation upon the Service Levels during any period of invocation of the Disaster Recovery Plan;
5.3.4 details of how the Contractor will ensure compliance with security standards ensuring that compliance is maintained for any period during which the Disaster Recovery Plan is invoked;

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

5.3.6 testing and management arrangements.

6. REVIEW AND AMENDMENT OF THE BCDR PLAN

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

6.1.1 on a regular basis and as a minimum once every six (6) calendar months;

6.1.2 within three (3) calendar months of the BCDR Plan (or any part) having been invoked pursuant to paragraph 8 of this Schedule; and

6.1.3 where the Authority requests any additional reviews (over and above those provided for in paragraphs 6.1.1 and 6.1.2 of this Schedule) by notifying the Contractor to such effect in writing, whereupon the Contractor will conduct such reviews in accordance with the Authority’s written requirements. The costs of both Parties for any such additional reviews will be met by the Authority.

6.2 Each review pursuant to paragraph 6.1 of the BCDR Plan will be a review of the procedures and methodologies set out in the BCDR Plan and will assess their suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the BCDR Plan or the last review of the BCDR Plan and will also have regard to any occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the BCDR Plan. The review will be completed by the Contractor within the period required by the BCDR Plan or if no such period is required within such period as the Authority will reasonably require.
The Contractor will, within twenty (20) Working Days of the conclusion of each such review of the BCDR Plan, provide to the Authority a report ("Review Report") setting out:

6.2.1 the findings of the review;

6.2.2 any changes in the risk profile associated with the Services; and

6.2.3 the Contractor’s proposals ("Contractor’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 Contractor 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 The Contractor will as soon as is reasonably practicable after receiving the Authority’s approval of the Contractor’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 Contractor’s Proposals. Any such change will be at the Contractor’s expense unless it can be reasonably shown that the changes are required because of a material change to the project’s risk profile.

7. TESTING OF THE BCDR PLAN

7.1 The Contractor will 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 Contractor 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 will give the Contractor written notice and the Contractor will conduct the test in accordance with the Authority’s requirements and the relevant provisions of the BCDR Plan. The Contractor’s costs of the additional test will be borne by
the Authority unless the BCDR Plan fails the additional test in which case the Contractor’s costs of that failed test will be borne by the Contractor.

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

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

7.5 The Contractor will 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 will be (if so required by the Authority) destroyed or returned to the Authority on completion of the test.

7.6 The Contractor will, within twenty (20) Working Days of the conclusion of each test, provide to the Authority a report setting out:

7.6.1 the outcome of the test;

7.6.2 any failures in the BCDR Plan (including the BCDR Plan’s procedures) revealed by the test; and

7.6.3 the Contractor’s proposals for remedying any such failures.

7.7 Following each test, the Contractor will 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 will be completed by the Contractor, at no additional cost to the Authority, by the date reasonably required by the Authority and set out in such notice.

7.8 For the avoidance of doubt, the carrying out of a test of the BCDR Plan (including a test of the BCDR Plan’s procedures) will not relieve the Contractor of any of its obligations under this Schedule 10 or otherwise.
7.9 The Contractor will also perform a test of the BCDR Plan as part of the commissioning of any new project.

8. INVOCATION OF THE BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

8.1 In the event of a complete loss of service or in the event of a Disaster, the Contractor will immediately invoke the BCDR Plan (and will inform the Authority promptly of such invocation). In all other instances the Contractor will only invoke or test the BCDR Plan with the prior consent of the Authority.
APPENDIX 1

CONTRACTOR’S BUSINESS CONTINUITY AND DISASTER RECOVER PLAN

Text Redacted
Text Redacted
Text Redacted
Text Redacted
Text Redacted
Schedules 1 - 17

Text Redacted
Text Redacted
Text Redacted
Text Redacted
Text Redacted
Text Redacted
Schedules 1 - 17

Text Redacted
Text Redacted
Text Redacted
Text Redacted
Text Redacted
Text Redacted
Text Redacted
Text Redacted
Schedules 1 - 17

Text Redacted
Schedule 10

Text Redacted
Text Redacted
Text Redacted
Schedule 10

Text Redacted
Text Redacted
Text Redacted
SCHEDULE 11

EXIT MANAGEMENT

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

DEFINITIONS

“Assets” the assets used in accordance with the provision of the Services under the Contract including without limitation the Exclusive Assets, the Non-Exclusive Assets and the Transformation Assets;

“Assets Register” the register of Assets, Transformation Assets, sub-contracts and other relevant agreements to be created and maintained by the Contractor throughout the Term pursuant to paragraph 2.1 of this Schedule 11;

“Business Process Manual” a manual setting out a detailed definition of all the business processes that will be supported by the Services;
any termination of this Contract which is a:

(i) termination of the whole or part of this Contract in accordance with clause 56 (Termination on Insolvency and Change in Control) or clause 57 (Termination on Default), except where the period of notice given under that clause is greater than or equal to three (3) Months;

(ii) termination of the provision of the Services for any reason prior to the expiry of any period of notice of termination served pursuant to clause 56 (Termination on insolvency and change in control) or clause 57 (Termination on Default);

(iii) wrongful termination or repudiation of this Contract by either Party; or

(iv) termination of the whole or part of this Contract in accordance with clause 58 (Termination for Convenience) and where the Authority elects (at its sole discretion) to proceed with the Emergency Exit provisions as detailed in the Exit Plan.

those assets (if any) which are used exclusively in the provision of the Services but excluding any Transformation Assets;

the person appointed by each Party pursuant to paragraph 2.2.6 of this Schedule 11 for managing the Parties’ respective obligations under this Schedule;
“Exit Plan” the plan produced and updated by the Contractor during the Term in accordance with paragraph 4 of this Schedule 11;

“Net Book Value” the net book value of the relevant Asset(s)

“Non-Exclusive Assets” those assets (if any) which are used by the Contractor in the provision of the Services but which are also used by the Contractor for other purposes;

“Ordinary Exit” any termination of this Contract which occurs:

(i) pursuant clause 56 (Termination on Insolvency and Change in Control) or clause 57 (Termination on Default) where the period of notice given by the Party serving notice to terminate pursuant to such clause is greater than or equal to three (3) Months; or

(ii) as a result of the expiry of the Initial Term or any Renewal Period;

“Registers” has the meaning set out in paragraph 2.2.1 of this Schedule;

“Termination Assistance Notice” has the meaning set out in paragraph 5.5.9 of this Schedule;

“Termination Assistance Period” the period specified in the Termination Assistance Notice in which the Contractor will provide the Termination Services as may be extended pursuant to paragraph 5.10 of this Schedule;
“Termination Services” means any Services, activities and Deliverables to be performed by the Contractor pursuant to the provisions of Schedule 11 (Exit Management), including (without limitation) pursuant to the Exit Plan, the Termination Assistance Notice and all those required under paragraph 3 (Obligations to assist on re-tendering).

“Transformation Assets” will have the meaning set out in clause 1 (Definitions) of the terms and conditions of this Contract;

“Transferring Contracts” will have the meaning set out in paragraph 7.2.2 of this Schedule.

1. OVERVIEW

The Contractor is required to ensure the orderly transition of the Services from the Contractor to the Authority and/or any Replacement Contractor in the event of termination (including partial termination) or expiry of this Contract. This Schedule sets out the principles of the exit and service transfer arrangements that are intended to achieve such orderly transition and which will form the basis of the Exit Plan. For the avoidance of doubt, the Contractor will be responsible for the overall management of the exit and service transfer arrangements.

2. CONTRACT LIFE OBLIGATIONS

2.1 During the Term the Contractor will:

2.1.1 maintain a register of all of the Assets, detailing their ownership and status as either Exclusive Assets or Non-Exclusive Assets and the Net Book Value of such Assets, and detailing all sub-contracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services;
2.1.2 maintain a register detailing the technical infrastructure, processes, tools and software through which the Contractor provides the Services. This document should be of sufficient detail to permit the Authority and/or Replacement Contractor to understand how the Contractor provides the Services and to enable the smooth transition of the Services with the minimum of disruption; and

2.1.3 maintain a separate register of all Transformation Assets (which may contain both Exclusive and Non-Exclusive Assets),

(collectively the “Registers”).

2.2 The Contractor will maintain the Registers in such format as is agreed between the Parties and will update the Registers from time to time and in particular in the event that Assets, sub-contracts or other relevant agreements are added to or removed from the Services.

2.3 The Contractor will ensure that all Exclusive Assets listed in the Registers are clearly marked to identify that they are exclusively used for the provision of the Services under this Contract.

2.4 The Contractor will ensure that all Transformation Assets are identified as such in the Registers and that each Transformation Asset is marked to identify whether it has been assigned to the Authority; falls within Clause 12.2.1 of the Contract (being publicly available) or whether it falls within Clause 12.2.2 (being licensed to the Authority).

2.5 The Contractor 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 Contractor to perform the Services in accordance with this Contract or the Replacement Services, will be assignable and/or capable of novation at the request of the Authority to the Authority (and/or its nominee) and/or any Replacement Contractor upon the Contractor 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.
2.6 Where the Contractor is unable to procure that any sub-contract or other agreement referred to in paragraph 2.5 above which the Contractor 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 Contractor without restriction or payment, the Contractor 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 Contractor seeking an alternative sub-contractor, to be agreed with the Authority.

2.7 Each Party will appoint an Exit Manager and provide written notification of such appointment to the other Party within six (6) Months of the Contract Date. The Contractor’s Exit Manager will be responsible for ensuring that the Contractor and its employees, agents and sub-contractors comply with this Schedule. The Contractor will ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Contractor as are reasonably necessary to enable the Contractor to comply with the requirements set out in this Schedule. The Parties’ Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Contract and all matters connected with this Schedule and each Party’s compliance with it.

3. OBLIGATIONS TO ASSIST ON RE-TENDERING OF SERVICES

3.1 Subject to paragraph 3.2 of this Schedule, on reasonable notice, the Contractor will provide to the Authority and/or (subject to the potential Replacement Contractor entering into reasonable written confidentiality undertakings) to its potential Replacement Contractor, the following material and information in order to facilitate the preparation by the Authority of any invitation to tender and/or to facilitate any potential Replacement Contractor undertaking due diligence:

3.1.1 details of the Service(s);

3.1.2 details of the Assets (including make, model and asset number) and of the Net Book Value of such Assets and details of their condition and physical location;
3.1.3 details of and information relating to the use of the Assets (including technical specifications);

3.1.4 details of any proposed transfer of any Transformation Asset to the potential Replacement Contractor (including details of the method and date of proposed transfer);

3.1.5 an inventory of Authority Data in the Contractor’s possession or control;

3.1.6 a copy of the Registers, updated by the Contractor up to the date of delivery of such Registers;

3.1.7 financial information provided under the Contract in the formats specified by the Contractor within one (1) Month of the formal request;

3.1.8 any other related information (e.g. volumes and publishing process information) provided under the Contract in the formats specified by the Authority within one (1) Month of the formal request;

3.1.9 details and information relating to standing order and subscription customers and services and products purchased by them;

3.1.10 details and information relating to Sponsoring Departments, Parliaments and Assemblies and titles generated by them;

3.1.11 all information relating to Transferring Employees required to be provided by the Contractor under this Contract including without limitation in accordance with Schedule 13 (Employment); and

3.1.12 any other information to facilitate the re-tendering of services (including the Services) in formats specified by the Contractor within one (1) Month of the formal request.

3.2 The Contractor will not be required to comply with the provisions of paragraph 3.1 before service of a notice to terminate this Contract.
4. **EXIT PLAN**

4.1 The Contractor will, within six (6) Months after the Contract Date, deliver to the Authority an Exit Plan which sets out the Contractor’s proposed methodology for achieving an orderly transition of Services from the Contractor to the Authority and/or its Replacement Contractor on the expiry or termination of this Contract and which complies with the requirements set out in paragraphs 4.2 and 4.3 below. Within thirty (30) days after the submission of the Exit Plan, the Parties will use their respective reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan then such dispute will be resolved in accordance with the Dispute Resolution Procedure set out in Schedule 12.

4.2 The Exit Plan will contain, as a minimum:

4.3.1 separate mechanisms for dealing with Ordinary Exit and Emergency Exit, the provisions relating to Emergency Exit being prepared on the assumption that the Contractor 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 Contractor of all such reasonable assistance as the Authority will require to enable the Authority or its sub-contractors to provide the Services;

4.3.2 the management structure to be employed during both transfer and cessation of the Services in an Ordinary Exit and an Emergency Exit; and

4.3.3 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.

4.3 In addition, the Exit Plan will:

4.3.1 document how the Services will transfer to the Replacement Contractor 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 Contractor or its Sub-
Contractors (where applicable);

4.3.2 specify the scope of the Termination Services that may be required for
the benefit of the Authority (including such of the services set out in
this paragraph 4 as are applicable) and detail how such services
would be provided (if required), during the Termination Assistance
Period;

4.3.3 set out procedures to deal with requests made by the Authority and/or
a Replacement Contractor for Staffing Information pursuant to
Schedule 13 (Employment);

4.3.4 address each of the issues set out in this Schedule to facilitate the
transition of the Services from the Contractor to the Replacement
Contractor 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;

4.3.5 provide a timetable and identify critical issues for providing the
Termination Services; and

4.3.6 set out the management structure to be put in place and employed
during the Termination Assistance Period.

4.4 The Contractor will review and (if appropriate) update the Exit Plan in the first
month of each Contract Year (commencing with the Second Contract Year) to
reflect changes in the Services. Following such update the Contractor will
submit the revised Exit Plan to the Authority for review. Within thirty (30)
days following submission of the revised Exit Plan, the Parties will meet and
use reasonable endeavours to agree the contents of the revised Exit Plan,
based on the principles set out in this Schedule and the changes that have
occurred in the Services since the Exit Plan was last agreed. If the Parties
are unable to agree the contents of the revised Exit Plan within that thirty (30)
day period, such dispute will be resolved in accordance with the Dispute
Resolution Procedure.
5. **TERMINATION SERVICES**

*General*

5.1 During the Termination Assistance Period or such shorter period as the Authority may require, the Contractor will continue to provide the Services (as applicable) and will, at the request of the Authority provide the Termination Services.

5.2 The Termination Services shall be provided at no additional cost beyond the Contract Price.

5.3 During the Termination Assistance Period, the Contractor will, 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 Contract and to facilitate the orderly transfer of responsibility for and conduct of the Services to the Authority and/or its Replacement Contractor. During the Termination Assistance Period, the Services and the Termination Services will be provided at no detriment to the Service Levels, save to the extent that the Parties agree otherwise in accordance with paragraph 5.4.

5.4 Where the Contractor 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 Contractor’s ability to meet a particular Service Level the Parties may Change the relevant Service Level(s) to take account of such adverse effect.

5.5 At the Authority's request and on reasonable notice, the Contractor will deliver up-to-date Registers to the Authority.

5.6 The Parties acknowledge that the migration of the Services from the Contractor to the Authority and/or its Replacement Contractor may be phased, such that certain parts of the Services are handed over before others.
5.7 Within thirty (30) days after service of notice of termination by either Party of this Contract, the Contractor will submit for the Authority’s approval the Exit Plan in a final form that could be implemented immediately.

5.8 The Parties will meet and use their respective reasonable endeavours to agree the contents of the final form Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within thirty (30) days following its delivery to the Authority then such dispute will be resolved in accordance with the Dispute Resolution Procedure. Until the agreement of the final form Exit Plan, the Contractor will provide the Termination Services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan (insofar as this still applies).

Notification of Requirements for Termination Services

5.9 The Authority will be entitled to require the provision of Termination Services by notifying the Contractor in writing (a “Termination Assistance Notice”) at least four (4) Months prior to the date of termination or expiry of this Contract or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of any notice to terminate. The Termination Assistance Notice will specify the:

5.9.1 date from which Termination Services are required which will be no earlier than eighteen (18) Months prior to expiry of this Contract or from the service by either Party of any notice to terminate, as the case may be;

5.9.2 the nature of the Termination Services required; and

5.9.3 the period during which it is anticipated that Termination Services will be required (the “Termination Assistance Period”) which will continue no longer than twelve (12) Months after the date that the Contractor ceases to provide the Services (excluding for the avoidance of doubt, the Termination Services).

5.10 The Authority will have an option to extend the period of assistance beyond the period specified in the Termination Assistance Notice provided that such extension will not extend for more than six (6) Months beyond the end of the
Termination Assistance Period and provided that it will notify the Contractor to such effect no later than twenty (20) Working Days prior to the date on which the provision of Termination Services is otherwise due to expire. The Authority will have the right to terminate its requirement for Termination Services by serving not less than twenty (20) Working Days’ written notice upon the Contractor to such effect.

Termination Obligations

5.11 The Contractor will comply with all of its obligations contained in the Exit Plan and will, upon termination or expiry of this Contract provide to the Authority an up-to-date Business Process Manual.

5.12 At the end of the Termination Assistance Period (or earlier if this does not adversely affect the Contractor’s performance of the Services and the Termination Services and its compliance with the other provisions of this Schedule):

5.12.1 the Contractor will erase from any computers, storage devices and storage media that are to be retained by the Contractor after the end of the Termination Assistance Period any software containing any software specially written, developed or commissioned for the Authority pursuant to this Contract and all Authority Data;

5.12.2 the Contractor will return to the Authority such of the following as is in the Contractor’s possession or control:

5.12.2.1 all copies of software licensed by the Authority to the Contractor under this Contract;

5.12.2.2 all materials created by the Contractor under this Contract, the IPRs in which are owned by the Authority;

5.12.2.3 any parts of the ICT Environment and any other equipment which belongs to the Authority; and

5.12.2.4 any items that have been on-charged to the Authority, such as consumables; and
5.12.3 each Party will return to the other Party all Confidential Information of the other Party and will certify that it does not retain the other Party’s Confidential Information save to the extent (and for the limited period) that such information needs to be retained by the Party in question for the purposes of providing or receiving any Services or Termination Services.

5.13 Except where this Contract provides otherwise, all licences, leases and authorisations granted by the Authority to the Contractor in relation to the Services will be terminated with effect from the end of the Termination Assistance Period.

Scope of the Termination Services

5.14 The Termination Services to be provided by the Contractor shall include (without limitation) such of the following services as the Authority may specify:

5.14.1 ceasing all non-critical Software changes (by agreement with the Authority);

5.14.2 notifying the sub-contractors of procedures to be followed during the Termination Assistance Period and providing management to ensure these procedures are followed;

5.14.3 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 Replacement Contractor to enable the same to provide the Services after the end of the Termination Assistance Period;

5.14.4 delivering to the Authority the existing systems monitoring and usage logs status reports all relating to the twelve (12) Month period immediately prior to the commencement of the Termination Services);
5.14.5 providing details of work volumes and staffing requirements over the twenty-four (24) Month period immediately prior to the commencement of the Termination Services;

5.14.6 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;

5.14.7 providing the Authority with any problem logs which have not previously been provided to the Authority;

5.14.8 providing assistance and expertise as necessary to examine all governance and reports in place for the provision of the Services and re-writing and implementing these during and for a period of twelve (12) Months after the Termination Assistance Period;

5.14.9 providing assistance and expertise as necessary to examine all relevant roles and responsibilities in place for the provision of the Services and re-writing and implementing these such that they are appropriate for the continuation of the Services after the Termination Assistance Period;

5.14.10 reviewing all Software libraries used in connection with the Services and providing details of these to the Authority and/or its Replacement Contractor;

5.14.11 making available to the Authority and/or the Replacement Contractor 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. A documented plan is to be separately provided for this activity and agreed with the Authority at the time of termination or expiry;

5.14.12 assisting in establishing naming conventions for the new production site;

5.14.13 analysing and providing information about capacity and performance requirements, processor requirements and bandwidth requirements,
and known planned requirements for capacity growth across these areas;

5.14.14 generating a computer listing of the Source Code of Delivery Software and Materials; including where applicable information to allow the validation of Statutory Instruments before publication where the Authority retains the IPR or where the Authority and/or the Replacement Contractor will be licensed to use to provide the Services. To be supplied in a form and on media reasonably requested by the Authority;

5.14.15 agreeing with the Authority a handover plan for all of the Contractor’s responsibilities as set out in the Security Management Plan prepared by the Contractor in accordance with Schedule 6 (Security Management). The Contractor will co-operate fully in the execution of the agreed plan, providing skills and expertise of a suitable standard;

5.14.16 delivering copies of the production databases (with content listings) to the Authority’s and/or the Replacement Contractor’s operations staff (on appropriate media) as reasonably requested by the Authority;

5.14.17 delivering copies of Print Ready PDFs to the Authority’s and/or the Replacement Contractor’s operations staff (on appropriate media) as reasonably requested by the Authority;

5.14.18 delivering a list of categories of Standing Orders and Subscription Services to Authority’s and/or the Replacement Contractor’s operations staff (on appropriate media) as reasonably requested by the Authority;

5.14.19 delivering Standing Order and Subscription Lists with details of customers receiving print copies or other Contract Services to Authority’s and/or the Replacement Contractor’s operations staff (on appropriate media) as reasonably requested by the Authority;
5.14.20 providing numbers of invoiced customers broken down into Sponsoring Departments generating legislation and customers purchasing other Concession Services;

5.14.21 assisting with the loading, testing and implementation of the production databases;

5.14.22 assisting in the execution of a parallel operation until the date of expiry or termination of this Contract;

5.14.23 in respect of the maintenance and support of the Contractor System, providing historical performance data for the previous two years.;

5.14.24 assisting in the execution of a parallel operation of the maintenance and support of the Contractor’s system until the end of the Termination Assistance Period or as otherwise specified by the Authority (provided that these Services end on a date no later than the end of the Termination Assistance Period);

5.14.25 the provision of an information pack listing and describing the Services for use by the Authority in the procurement of the Replacement Services;

5.14.26 answering all reasonable questions from the Authority and/or its Replacement Contractor regarding the Services;

5.14.27 agreeing with the Authority and/or the Replacement Contractor a plan for the migration of the Authority Database to the Authority and/or the Replacement Contractor. The Contractor will fully cooperate in the execution of the agreed plan, providing skills and expertise of a reasonably acceptable standard;

5.14.28 the provision of access to the Authority and/or the Replacement Contractor during the Termination Assistance Period and for a period not exceeding six (6) Months afterwards for the purpose of the smooth transfer of the Services to the Authority and/or the Replacement Contractor:
5.14.28.1 to information and documentation relating to the Transferring Services that is in the possession or control of the Contractor or its Sub-Contractors (and the Contractor agrees and will procure that its Sub-Contractors do not destroy or dispose of that information within this period) including the right to take reasonable copies of that material; and

5.14.28.2 following reasonable notice and during the Contractor’s normal business hours, to members of the Contractor Personnel who have been involved in the provision or management of the Services and who are still employed or engaged by the Contractor or its Sub-Contractors.

Disputes Relating to Termination Services

5.15 Where there is any dispute between the Parties regarding the manner in which the Termination Services are to be performed, such dispute will be resolved in accordance with the Dispute Resolution Procedure.

6. KNOWLEDGE TRANSFER

6.1 During the Termination Assistance Period, the Contractor will:

6.1.1 transfer all training material and provide appropriate training to those Authority and/or Replacement Contractor staff responsible for internal training in connection with the provision of the Services;

6.1.2 provide for transfer to the Authority and/or the Replacement Contractor of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents including support and training services for government departments, Parliaments and Assemblies; and

6.1.3 provide the Contractor and/or Replacement Contractor with access to such members of the Contractor’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 Contractor or its Sub-Contractors.
6.2 To facilitate the transfer of knowledge from the Contractor to the Authority and/or its Replacement Contractor, the Contractor will provide a detailed explanation of the procedures and operations used to provide the Services, the change management process and other standards and procedures to the operations personnel of the Authority and/or the Replacement Contractor.

6.3 The information which the Contractor will provide to the Authority and/or its Replacement Contractor pursuant to paragraph 6.1 above will include:

6.3.1 copies of up-to-date procedures and operations manuals;

6.3.2 product information;

6.3.3 agreements with third party suppliers of goods and services which are to be transferred to the Authority;

6.3.4 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;

6.3.5 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;

6.3.6 details of physical and logical security processes and tools which will be available to the Authority; and

6.3.7 any relevant interface information.

6.4 During the Termination Assistance Period the Contractor will grant any agent or personnel (including employees, consultants and contractors) of the Replacement Contractor 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 any such agent or personnel (including employees, consultants and contractors) having access to any Sites under this paragraph will sign a confidentiality undertaking in favour of the Contractor as reasonably necessary to protect the Contractor’s proprietary, confidential or commercially sensitive information.
7. ASSETS, SUB-CONTRACTS AND SOFTWARE

7.1 Following notice of termination of this Contract and during the Termination Assistance Period, the Contractor will not, without the Authority’s prior written consent:

7.1.1 terminate, enter into or vary any sub-contract;

7.1.2 (subject to normal maintenance requirements) make material modifications to, or dispose of, any existing Assets or acquire any new Assets; or

7.1.3 terminate, enter into or vary any licence for software in connection with the Services.

7.2 Within thirty (30) days of receipt of the up-to-date Registers provided by the Contractor pursuant to paragraph 5.5 above, the Authority will provide written notice to the Contractor setting out:

7.2.1 which Assets the Authority requires to be transferred to the Authority and/or its Replacement Contractor; and

7.2.2 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 Contractor (the “Transferring Contracts”),

in order for the Authority and/or its Replacement Contractor to provide the Services at the expiry of the Termination Assistance Period.

7.3 Where requested by the Authority and/or its Replacement Contractor, the Contractor will provide all reasonable assistance to the Authority and/or its Replacement Contractor to enable it to determine which Assets and Transferring Contracts the Authority and/or its Replacement Contractor requires in order to provide the Services.

7.4 The Contractor will, with effect from no later than the end of the Termination Assistance Period, assign to the Authority (and/or its nominated Replacement Contractor), 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 pursuant to paragraph 7.2 above. Such Exclusive Assets will be acquired by the Authority (and/or the Replacement Contractor, as appropriate) for a consideration equal to their Net Book Value. In respect of those Non-Exclusive Assets that the Authority has identified pursuant to paragraph 7.2, the Contractor will either (at the Authority’s option, acting reasonably):

7.4.1 sell such Assets to the Authority and/or its Replacement Contractor at an agreed price; or

7.4.2 offer or procure for the Authority and/or its Replacement Contractor the use, rental or licensing of such assets (as appropriate) in each case for such period of time and on such commercial and other terms as may be agreed between the Parties, acting reasonably.

7.5 The Contractor will assign or procure the novation to the Authority of the Transferring Contracts. The Contractor will execute such documents and provide such other assistance as the Authority reasonably requires to effect this novation or assignment.

7.6 The Authority will:

7.6.1 accept assignments from the Contractor or join with the Contractor in procuring a novation of each Transferring Contract;

7.6.2 once a Transferring Contract is novated or assigned to the Authority and/or the Replacement Contractor, carry out, perform and discharge all the obligations and liabilities created by or arising under that Transferring Contract and exercise its rights arising under that Transferring Contract, or as applicable, procure that a Replacement Contractor does the same.

7.7 The Contractor provide such further assistance and take such action as may be reasonably required including in relation to the transfer of any Transferring Contracts.
7.8 The Contractor will indemnify the Authority (and/or the Replacement Contractor, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a sub-contract which is assigned or novated to the Authority (and/or Replacement Contractor) pursuant to paragraph 7.5 above in relation to any matters arising prior to the date of assignment or novation of such sub-contract.

8. CONTRACTOR PERSONNEL

8.1 The Authority and Contractor agree and acknowledge that in the event of the Contractor ceasing to provide the Services or a part of them for any reason, Schedule 13 (Employment) will apply.

8.2 The Contractor will not take any step (expressly or implicitly and directly or indirectly by itself or through any other person) to dissuade or discourage any employees engaged in the provision of the Services from transferring their employment to the Authority and/or its Replacement Contractor.

8.3 During the Termination Assistance Period, the Contractor will give the Authority and/or its Replacement Contractor reasonable access to the Contractor's personnel to present the case for transferring their employment to the Authority and/or its Replacement Contractor.

8.4 The Contractor will immediately notify the Authority or, at the direction of the Authority, the Replacement Contractor of any period of notice given by the Contractor or received from any person referred to in the Staffing Information, regardless of when such notice takes effect.

8.5 The Contractor will not re-employ or re-engage or entice any employees, Contractors or Sub-Contractors whose employment or engagement is transferred to the Authority and/or its Replacement Contractor for a period of twelve (12) Months from the date of transfer.
9. **CHARGES AND APPORTIONMENTS**

9.1 All outgoings and expenses (including any remuneration due) and all rents, royalties and other periodical payments receivable in respect of the Assets and sub-contracts transferred to the Authority and/or the Replacement Contractor pursuant to paragraph 7 above will be apportioned between the Authority and the Contractor; or the Replacement Contractor and the Contractor, as applicable.

9.2 This apportionment will be carried out as follows:

9.2.1 the payments will be annualised and divided by 365 to reach a daily rate;

9.2.2 the Authority will be responsible for or will procure that the Replacement Contractor will 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

9.2.3 the Contractor will be responsible for or entitled to (as the case may be) the rest of the invoice.

9.3 Each Party will pay and/or the Authority will procure that the Replacement Contractor will pay any monies due under paragraph 9.1 as soon as reasonably practicable.
SCHEDULE 12

DISPUTE RESOLUTION

DISPUTE RESOLUTION PROCEDURE

For the purposes of this Schedule 12, the following terms will have the meanings referred to below:

“Case Summary” a concise summary of a Party’s case in a Dispute subjected to mediation;

“CEDR” the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;

“Dispute Resolution Timetable” the Standard Dispute Timetable or the Expedited Dispute Timetable;

“Exception” a deviation of project tolerances in accordance with PRINCE2 methodology in respect of the Contract or in the supply of the Services;

“Expedited Dispute Timetable” the reduced timetable for the resolution of Disputes set out in this Schedule to be used in accordance with the provisions of paragraph 1.6;

“Expert” the person appointed by the Parties in accordance with paragraph 4.2;

“Mediator” the independent third party appointed in accordance with paragraph 3.2;

“Notice of Dispute” a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;

“Standard Dispute Timetable” the standard timetable for the resolution of Disputes.
1. **INTRODUCTION**

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

1.2 The Notice of Dispute will:

1.2.1 set out the material particulars of the Dispute;

1.2.2 set out the reasons why the Party serving the Notice of Dispute believes that the Dispute has arisen;

1.2.3 elect (subject to the provisions of paragraph 1.6 below) whether the Dispute should be dealt with under the Standard Dispute Timetable or the Expedited Dispute Timetable; and

1.2.4 if the Party serving the Notice of Dispute believes that the Dispute should be dealt with under the Expedited Dispute Timetable, explain the reason why.

1.3 Unless agreed otherwise, the Parties will continue to comply with their respective obligations under the Contract regardless of the nature of the Dispute and notwithstanding the referral of the Dispute to the Dispute Resolution Procedure.

1.4 Subject to paragraph 2.2.5, the Parties will seek to resolve Disputes firstly by commercial negotiation (as prescribed in paragraph 2 below), then by mediation (as prescribed in paragraph 3 below) and lastly by recourse to litigation (in accordance with clause 65 (Governing Law and Jurisdiction)). Specific issues may be referred to Expert Determination (as prescribed in paragraph 4 below) where appropriate.

1.5 The time periods set out in the Dispute Resolution Timetable will apply to all Disputes unless the Parties agree that an alternative timetable should apply in respect of a specific Dispute.

1.6 The Parties may only agree to use the Expedited Dispute Timetable in exceptional circumstances where the use of the Standard Dispute Timetable would be unreasonable, including (by way of example) where one Party
would be materially disadvantaged by a delay in resolving the Dispute. If the Parties are unable to reach agreement on the use of the Expedited Dispute Timetable within five (5) Working Days of the issue of the Notice of Dispute then the use of this timetable will be at the sole discretion of the Authority.

1.7 If at any point it becomes clear that an applicable deadline set out in the Dispute Resolution Timetable cannot be met or has passed, the Parties may agree in writing to extend the deadline. Any agreed extension will have the effect of delaying start of the subsequent stages set out in the Dispute Resolution Timetable by the period agreed in the extension.

2. COMMERCIAL NEGOTIATIONS

2.1 Subject to paragraph 2.5, 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 2.

2.2 In the first instance, the Authority and the Contractor 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:

<table>
<thead>
<tr>
<th>Escalation Process</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Managers; then</td>
</tr>
<tr>
<td>Project Board; then</td>
</tr>
<tr>
<td>Programme Board.</td>
</tr>
</tbody>
</table>
2.3 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.

2.4 If the Parties have not settled the Dispute in accordance with the Escalation Process and the time period provided in paragraph 2.3 then the Parties will refer the matter to mediation in accordance with paragraph 3 of this Schedule.

2.5 If either Party is of the reasonable opinion that the resolution of a Dispute by commercial negotiation, or the continuance of commercial negotiations, will not result in an appropriate solution or that the Parties have already held discussions of a nature and intent (or otherwise were conducted in the spirit) that would equate to the conduct of commercial negotiations in accordance with this paragraph 2, that Party will serve a written notice to that effect and the Parties will proceed to mediation in accordance with paragraph 3.

3. MEDIATION

3.1 In the event that a Dispute between the Parties cannot be resolved by commercial negotiation in accordance with paragraph 2 the Parties will attempt to resolve it in accordance with CEDR’s model mediation procedure.

3.2 If the Parties are unable to agree on the joint appointment of a Mediator within the timescale specified in the applicable section of the Dispute Resolution Timetable, they will make a joint application to CEDR to nominate the Mediator.

3.3 The Mediator, after consultation with the Parties where appropriate, will:

3.3.1 attend any meetings with either or both of the Parties preceding the mediation, if requested or if the Mediator decides this is appropriate and the Parties agree;
3.3.2 read before the mediation each Case Summary and all the documents sent to him;

3.3.3 chair, and determine the procedure for the mediation;

3.3.4 assist the Parties in drawing up any written settlement agreement; and

3.3.5 abide by the terms of CEDR’s model mediation procedure and CEDR’s code of conduct for mediators.

3.4 The Mediator (and any member of the Mediator’s firm or Contractor) will not act for either of the Parties individually in connection with the Dispute in any capacity during the Term. The Parties accept that in relation to the Dispute neither the Mediator nor CEDR is an agent of, or acting in any capacity for, any of the Parties. Furthermore, the Parties and the Mediator accept that the Mediator (unless an employee of CEDR) is acting as an independent Contractor and not as an agent or employee of CEDR.

CEDR

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

3.5.1 nominating, and obtaining the agreement of the Parties to, the Mediator;

3.5.2 organising a suitable venue and dates;

3.5.3 organising exchange of the Case Summaries and documents;

3.5.4 meeting with either or both of the Parties (and the Mediator if appointed), either together or separately, to discuss any matters or concerns relating to the mediation; and

3.5.5 general administration in relation to the mediation.

3.6 If there is any issue about the conduct of the mediation upon which the Parties cannot agree within a reasonable time, CEDR will, at the request of any Party, decide the issue for the parties, having consulted with them.
3.7 The Parties agree to notify the Mediator that they wish to observe the relevant timescales agreed in the Dispute Resolution Timetable.

Participants

3.8 Each Party will state the names of:

3.8.1 the person(s) who will be the lead negotiator(s) for that Party, who must have full authority to settle the Dispute; and

3.8.2 any other person(s) (such as professional advisers, colleagues or sub-Contractors) who will also be present at, and/or participating in, the mediation on that Party’s behalf.

Exchange of Information

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

3.9.1 its Case Summary; and

3.9.2 all the documents to which the Case Summary refers and any others to which it may want to refer in the mediation.

3.10 In addition, each Party may send to the Mediator (through CEDR) and/or bring to the mediation further documentation which it wishes to disclose in confidence to the Mediator but not to any other Party, clearly stating in writing that such documentation is confidential to the Mediator and CEDR.

3.11 The Mediator will be responsible for sending a copy of each Party’s Case Summary and supporting documents (pursuant to paragraph 3.9) to the other simultaneously.

3.12 The Parties should try to agree:

3.12.1 the maximum number of pages of each Case Summary; and

3.12.2 a joint set of supporting documents or the maximum length of each set of supporting documents.
The Mediation

3.13 The mediation will take place at the time and place arranged by CEDR. The Parties agree to request that CEDR arrange the time and place for the mediation within the timescale specified in the applicable section of the Dispute Resolution Timetable. If the mediation cannot be arranged within the relevant timescale, the Parties will treat the delay as though they had agreed an extension to the Dispute Resolution Timetable in accordance with paragraph 1.7.

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

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

3.16 If the Parties are unable to reach a settlement in the negotiations at the mediation, and only if all the Parties so request and the Mediator agrees, the Mediator will produce for the Parties a non-binding recommendation on terms of settlement. This will not attempt to anticipate what a court might order but will set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.

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

Settlement Agreement

3.18 Any settlement reached in the mediation will not be legally binding until it has been reduced to writing and signed by, or on behalf of, the Parties (in accordance with the Change Control Procedure where appropriate). In any event any settlement agreement must be finalised within the timescales specified in the Dispute Resolution Timetable unless the Parties agree an extension to the Dispute Resolution Timetable in accordance with paragraph 1.7. The Mediator will assist the Parties in recording the outcome of the mediation.
Termination

3.19 The mediation will terminate when:

3.19.1 a Party withdraws from the mediation;

3.19.2 a written settlement agreement is concluded;

3.19.3 the Mediator decides that continuing the mediation is unlikely to result in a settlement; or

3.19.4 the Mediator decides he should retire for any of the reasons in CEDR’s code of conduct.

Stay of Proceedings

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

Confidentiality

3.21 Every person involved in the mediation will keep confidential and not use for any collateral or ulterior purpose:

3.21.1 information that the mediation is to take place or has taken place, other than to inform a court dealing with any litigation relating to the Dispute of that information; and

3.21.2 all information (whether given orally, in writing or otherwise) arising out of, or in connection with, the mediation including the fact of any settlement and its terms.

3.22 All information (whether oral or documentary and on any media) arising out of, or in connection with, the mediation will be without prejudice, privileged and not admissible as evidence or disclosable in any current or subsequent litigation or other proceedings whatsoever. This does not apply to any information, which would in any event have been admissible or disclosable in any such proceedings.
3.23 Paragraphs 3.21 and 3.22 will not apply insofar as any such information is necessary to implement and enforce any settlement agreement arising out of the mediation.

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

**Mediator’s fees and expenses**

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

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

**Exclusion of Liability**

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

**4. EXPERT DETERMINATION**

4.1 If the Contract expressly requires a Dispute to be referred to expert determination or the Dispute relates to any aspect of the technology underlying the provision of the Services [or otherwise relates to an ICT technical, financial technical or other technical nature as the parties agree] and the dispute has not been resolved using the Escalation Process or mediation pursuant to paragraph 3, then either Party may request (which request will not be unreasonably withheld or delayed) by written notice to the other that the Dispute is referred to an Expert for determination.
4.2 The Expert will be appointed by agreement in writing between the Parties, but in the event of a failure to agree within ten (10) Working Days, or if the person appointed is unable or unwilling to act, the Expert will be appointed on the instructions of the President of the Law Society or any other association that the Parties reasonably understand to have replaced it.

4.3 The Expert will act on the following basis:

4.3.1 he/she will act as an expert and not as an arbitrator and will act fairly and impartially;

4.3.2 the Expert’s determination will (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;

4.3.3 the Expert will decide the procedure to be followed in the determination and will be requested to make his/her determination within thirty (30) Working Days of his appointment or as soon as reasonably practicable thereafter and the Parties will assist and provide the documentation that the Expert requires for the purpose of the determination;

4.3.4 any amount payable by one Party to another as a result of the Expert’s determination will be due and payable within twenty (20) Working Days of the Expert’s determination being notified to the Parties;

4.3.5 the process will be conducted in private and will be confidential; and

4.3.6 the Expert will determine how and by whom the costs of the determination, including his/her fees and expenses, are to be paid.

5. INJUNCTIVE RELIEF

Nothing in this Schedule will prevent either Party from seeking injunctive relief at any time.
6. **SUB-CONTRACTORS**

6.1 The Contractor will procure that any sub-contractor involved in Services which are the subject of a Dispute will, at the request of either Party, provide any assistance required in order to resolve the relevant Dispute, including the provision of any information, data or documentation and the attendance at any meetings or hearings.

6.2 The Authority will not be responsible for any costs incurred by any sub-contractor participating in the resolution of any Dispute.
APPENDIX 1

DISPUTE RESOLUTION TIMETABLE

Disputes will be escalated in accordance with the following timetable:

<table>
<thead>
<tr>
<th>Stage</th>
<th>Standard Dispute Timetable</th>
<th>Expedited Dispute Timetable</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time permitted for resolution of Dispute by commercial negotiations pursuant to paragraph 2 of this Schedule from the date of the Notice of Dispute</td>
<td>[one Month]</td>
<td>[ten (10) Working Days]</td>
</tr>
<tr>
<td>Period of time in which Dispute is to be referred to mediation in accordance with paragraph 2.4</td>
<td>[ten (10) Working Days]</td>
<td>[five (5) Working Days]</td>
</tr>
<tr>
<td>Time permitted in paragraph 3.2 to agree the appointment of the Mediator</td>
<td>[ten (10) Working Days]</td>
<td>[five (5) Working Days]</td>
</tr>
<tr>
<td>Period of time in which Mediator may convene the mediation meeting from the date of appointment in accordance with paragraph 3.13</td>
<td>[thirty (30) Working Days]</td>
<td>[twenty (20) Working Days]</td>
</tr>
<tr>
<td>Maximum duration of mediation meeting in accordance with paragraph 3.17</td>
<td>[three (3) Working Days]</td>
<td>[one (1) Working Day]</td>
</tr>
<tr>
<td>Period of time in which the mediation settlement is to be recorded in writing and signed by the parties in accordance with paragraph 3.18</td>
<td>[ten (10) Working Days]</td>
<td>[five (5) Working Days]</td>
</tr>
</tbody>
</table>
SCHEDULE 13

EMPLOYMENT

(STAFF TRANSFER AND KEY PERSONNEL)

“Contractor Party” the Contractor’s agents and contractors, including each of its Sub-Contractors;

“Contractor Final Staff List” the relevant list of all Contractor Personnel engaged in or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of the Subsequent Service Transfer;

“Contractor Personnel” all employees, agents, consultants, contractors and sub-contractors of the Contractor;

“Contractor’s Provisional Staff List” a list prepared and updated by the Contractor of all Contractor Personnel who are engaged in or wholly or mainly assigned to, the provision of the Services or any part of the Services as at the date of such list;

“Employees” all those employees engaged by the Contractor and any Sub-Contractor in providing the Services to the Authority including without limitation, the Former Contractor Personnel;

“Employment Regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Council Directive 77/187/EEC on the approximation of the laws of the Member States relating to the safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses;

“Former Contractor” The Contractor providing the Services to the Authority immediately prior to the Service Transfer Date;
“Former Contractor Personnel”  all employees, agents, consultants, contractors and sub-contractors of the Former Contractor and/or any sub-contractor wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of the Service Transfer;

“Former Contractor Final Staff List”  the relevant list of all Former Contractor Personnel engaged in or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of the Service Transfer;

“Losses”  (without limitation) any damages, liabilities, claims, demands, proceedings, actions, costs, charges, losses and/or expenses;

“Replacement Contractor”  means any third party service provider appointed by the Authority from time to time for any services which are 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 Contract;

“Staffing Information”  in relation to all persons named on the Contractor’s Provisional Staff List, such information as the Authority may reasonably request (subject only to limitations imposed by 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 be employed, self employed contractors or consultants, agency workers or otherwise;

(c)  the identity of the employer or relevant Contractor 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, profit sharing and other bonus arrangements;
(f) details of other employment related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and Contractor car schemes applicable to them;

(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);

(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;

(i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and

(j) any other “employee liability information” as such term is defined in Regulation 11 of the Employment Regulations;

“Service Transfer” means the date on which the Contractor commences providing the Services or any part thereof to the Authority being also the date on which the Former Contractor Personnel will transfer to the Contractor;

“Service Transfer Date” the date of a Service Transfer;

“Subsequent Service Transfer” means the date following Service Transfer when the Services or any part thereof cease to be provided by the Contractor and are provided by a Replacement Contractor and/or the Authority as appropriate;

“Subsequent Service Transfer Date” the date of any Subsequent Service Transfer;
1. PURPOSE OF THIS SCHEDULE

This Schedule sets out the Parties’ respective rights and obligations in relation to the application of the Employment Regulations to this Contract. This Schedule also details arrangements with regards to the Key Personnel and Key Sub-contractors.

2. KEY PERSONNEL

2.1 The Parties have agreed to the appointment of the Key Personnel as at the Contract Date, as detailed in paragraph 2.6 below (Key Personnel).

2.2 The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to the Authority.

2.3 The Key Personnel will not be released from supplying the Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment and other extenuating circumstances.

2.4 Any replacements to the Key Personnel will be subject to the agreement of the Authority. Such replacements will be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

2.5 The Authority will not unreasonably withhold its agreement under paragraphs 2.3 or 2.4. Such agreement will be conditional on appropriate arrangements being made by the Contractor to minimise any adverse impact on the Contract which could be caused by a change in Key Personnel.
2.6 Key Personnel Table:

<table>
<thead>
<tr>
<th>Name</th>
<th>Role</th>
<th>Responsibilities/authorities</th>
<th>Phase of the project during which they will be a key person</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Text Redacted</strong></td>
<td>Client Services Director</td>
<td><strong>Text Redacted</strong></td>
<td>Implementation</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Contract Term</td>
</tr>
<tr>
<td><strong>Text Redacted</strong></td>
<td>Technology Director</td>
<td><strong>Text Redacted</strong></td>
<td>Implementation</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Contract Term</td>
</tr>
<tr>
<td><strong>Text Redacted</strong></td>
<td>Contract Manager</td>
<td><strong>Text Redacted</strong></td>
<td>Implementation</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Contract Term</td>
</tr>
<tr>
<td><strong>Text Redacted</strong></td>
<td>Implementation Manager</td>
<td><strong>Text Redacted</strong></td>
<td>Implementation</td>
</tr>
</tbody>
</table>
3. **KEY SUB-CONTRACTORS**

3.1 In accordance with clause 43.1 of this Contract, the Contractor is entitled to Sub-Contract its obligations under this Contract only where it has received the Authority's prior Approval. The Authority has given its prior Approval to the appointment of the Key Sub-Contractors listed in the table below:

3.2 Key Sub-Contractor Table:

<table>
<thead>
<tr>
<th>Key Sub-Contractor Name and Address (if not the same as the registered office)</th>
<th>Registered Office and Contractor Number</th>
<th>Related Product/Service Description</th>
<th>Key Sub-Contract Price expressed as a percentage of total projected Charges over lifetime of the Contract</th>
<th>Key role in delivery of the Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Elevate You Ltd</td>
<td>St Bernard’s House, Bankhead Crossway South, Edinburgh, EH11 4EP Company No. SC283591</td>
<td>Pre-press, printing, finishing and distribution</td>
<td>1%</td>
<td>Local print</td>
</tr>
<tr>
<td>Northern Whig Ltd</td>
<td>107 Limestone Road, Belfast, BT15 3AH Company No. R0000571</td>
<td>Pre-press, printing, finishing and distribution</td>
<td>1%</td>
<td>Local print</td>
</tr>
<tr>
<td>Berforts Ltd</td>
<td>17 Burgess Road, Ivy House Lane Industrial Estate, Hastings, East Sussex, TN35 4NR Company No. 05501856</td>
<td>Specialist bindery</td>
<td>Less than 1%</td>
<td>Binds Bound Volumes and Annual Editions</td>
</tr>
<tr>
<td>Key Sub-Contractor Name and Address (if not the same as the registered office)</td>
<td>Registered Office and Contractor Number</td>
<td>Related Product/Service Description</td>
<td>Key Sub-Contract Price expressed as a percentage of total projected Charges over lifetime of the Contract</td>
<td>Key role in delivery of the Services</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Jeni Tennison Consulting Ltd</td>
<td>92 Briarwood Road, Stoneleigh, Epsom, Surrey, KT17 2NG Company No. 04074008</td>
<td>Technical Consultant</td>
<td>1%</td>
<td>Freelance technical</td>
</tr>
<tr>
<td>Text Redacted</td>
<td>Sole trader</td>
<td>Editorial Services</td>
<td>Less than 1%</td>
<td>Freelance editorial - Bound Volumes and Annual Editions</td>
</tr>
<tr>
<td>Text Redacted</td>
<td>Sole trader</td>
<td>Editorial Services</td>
<td>Less than 1%</td>
<td>Freelance editorial - Bound Volumes and Annual Editions</td>
</tr>
<tr>
<td>Text Redacted</td>
<td>Sole trader</td>
<td>Editorial Services</td>
<td>Less than 1%</td>
<td>Freelance editorial - Bound Volumes and Annual Editions</td>
</tr>
<tr>
<td>Akamai Ltd</td>
<td>Akamai First Floor, Charta House 30-38 Church Street, Staines TW18 4EP Company No. 03921701</td>
<td>Dynamic server acceleration services</td>
<td>Less than 1%</td>
<td>Supporting web availability</td>
</tr>
<tr>
<td>Bunnyfoot Ltd</td>
<td>Hartwell Innovation Centre 173 Curie Avenue Didcot Oxfordshire OX11 0QG Company No. 03916863</td>
<td>Expert behavioural research and web usability consultancy</td>
<td>Less than 1%</td>
<td>Web usability</td>
</tr>
<tr>
<td>Key Sub-Contractor Name and Address (if not the same as the registered office)</td>
<td>Registered Office and Contractor Number</td>
<td>Related Product/Service Description</td>
<td>Key Sub-Contract Price expressed as a percentage of total projected Charges over lifetime of the Contract</td>
<td>Key role in delivery of the Services</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Epimorphics Ltd</td>
<td>Court Lodge 105 High Street Portishead Bristol BS20 6PT</td>
<td>Semantic and linked data services</td>
<td>Less than 1%</td>
<td>Ad-hoc consultancy</td>
</tr>
<tr>
<td>Garlick (5Store)</td>
<td>Thames House, Portsmouth Road Esher Surrey KT10 9AD</td>
<td>Semantic and linked data services</td>
<td>Less than 1%</td>
<td>RDF store</td>
</tr>
<tr>
<td>Sitemorse Ltd</td>
<td>Sitemorse 100 Pall Mall London SW1Y 5HP</td>
<td>Web content governance &amp; monitoring</td>
<td>Less than 1%</td>
<td>Monitoring web availability</td>
</tr>
<tr>
<td>Talis Ltd</td>
<td>2 Vanguard Long Field London NW9 5SL</td>
<td>Semantic and linked data services</td>
<td>Less than 1%</td>
<td>Ad-hoc consultancy</td>
</tr>
<tr>
<td>University of Sheffield</td>
<td>Gate Team Department of Computer Science Regent Court 211 Portobello Sheffield S1 4DP</td>
<td>Semantic and linked data services</td>
<td>Less than 1%</td>
<td>Ad-hoc consultancy</td>
</tr>
<tr>
<td>Key Sub-Contractor Name and Address (if not the same as the registered office)</td>
<td>Registered Office and Contractor Number</td>
<td>Related Product/Service Description</td>
<td>Key Sub-Contractor Price expressed as a percentage of total projected Charges over lifetime of the Contract</td>
<td>Key role in delivery of the Services</td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Mouse Training Company</td>
<td>7th Floor, Crystal Gate 28-30 Worship St London EC2A 2AH Company No. 4489744</td>
<td>SI, SSI, SR and WSI Template Training</td>
<td>Less than 1%</td>
<td>SI, SSI, SR and WSI Template Training</td>
</tr>
<tr>
<td>Text Redacted</td>
<td>Text Redacted Sole Trader</td>
<td>Data Visualisation Services</td>
<td>Less than 1%</td>
<td>Data Visualisation</td>
</tr>
</tbody>
</table>

4. **APPLICATION OF THE EMPLOYMENT REGULATIONS ON THE SERVICE TRANSFER DATE**

4.1 The Authority and the Contractor believe that, pursuant to the Employment Regulations, at the Service Transfer Date, the Contractor will become the employer of the Former Contractor Personnel.

4.2 The Contractor will indemnify the Authority (for its benefit and the benefit of any Replacement Contractor) in full for and against all Losses whatsoever and howsoever arising incurred or suffered by the Authority including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:

4.2.1 any failure by the Contractor to comply with its obligations pursuant to the Employment Regulations; and

4.2.2 anything done or omitted to be done by the Contractor in respect of any of the Employees whether before or after the Service Transfer Date.

4.3 During the Term, the Contractor will provide to the Authority any information the Authority may reasonably require relating to any individual employed,
assigned or engaged in providing the Services (subject to any limitations imposed by the DPA) including without limitation the Staffing Information.

5. APPLICATION OF THE EMPLOYMENT REGULATIONS ON TERMINATION OR AT THE END OF THE TERM

The Contract envisages that, following 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 of this Contract, or part, or otherwise) resulting in the Services or related services being undertaken by the Authority or a Replacement Contractor. Such change in the identity of the supplier of such services will be a “Subsequent Service Transfer”. The Parties acknowledge that a Subsequent Service Transfer will be a Relevant Transfer for the purposes of the Employment Regulations and in such event, the Authority, or a Replacement Contractor, would inherit liabilities in respect of the Transferring Employees.

6. PRE-SUBSEQUENT SERVICE TRANSFER OBLIGATIONS

6.1 The Contractor agrees, subject only to any limitation imposed by the DPA that within twenty (20) Working Days of the earliest of:

6.1.1 receipt of a notification from the Authority of a Subsequent Service Transfer or intended Subsequent Service Transfer; or

6.1.2 receipt of the giving of notice of early termination of this Contract or any part thereof; or

6.1.3 the date which is twelve (12) Months before the end of the Term; or

6.1.4 receipt of a written request of the Authority at any time (provided that the Authority will only be entitled to make one such request in any six (6) Month period),

it will provide the Contractor’s Provisional Staff List and the Staffing Information to the Authority or, at the direction of the Authority, to a Replacement Contractor and it will provide an updated Contractor’s Provisional Staff List at such intervals as are reasonably requested by the Authority.
6.2 At least fourteen (14) Working Days prior to the Subsequent Service Transfer Date, the Contractor will prepare (subject only to any limitation imposed by the DPA) and provide, or as appropriate, procure that the Contractor Party will prepare and provide, to the Authority or, at the direction of the Authority to the Replacement Contractor, the Contractor’s Final Staff List, which will be complete and accurate in all material respects. The Contractor’s Final Staff List will identify which of the Contractor Personnel named are Transferring Employees. The provision of personal data regarding those individuals detailed on the Contractor’s Final Staff List is subject to the consent of such individuals (which the Contractor will use its reasonable endeavours to obtain) and being mindful that the final “Personalised List” can change up to the date of transfer or in the absence of such individual’s approval, the Contractor’s Final Staff List being suitably anonymised so as to comply with the DPA.

6.3 Subject to compliance with the DPA, the Authority will be permitted to use and disclose the Contractor’s Provisional Staff List, the Contractor’s Final Staff List and the Staffing Information for informing any tenderer or other prospective Replacement Contractor for any services which are substantially the same type of services (or any part thereof) as the Services, provided that the Authority imposes on such third party obligations of confidence that are no less onerous than the Authority has to the Contractor in relation to that information.

6.4 Upon reasonable request by the Authority and subject only to any limitation imposed by the DPA, the Contractor will provide, and will procure that each Contractor Party will provide, the Authority or at the request of the Authority, the Replacement Contractor, with access (on reasonable notice and during normal working hours) to such employment records as the Authority reasonably requests and will allow the Authority or the Replacement Contractor to have copies of any such documents.

6.5 The Contractor warrants that the Contractor’s Provisional Staff List, the Contractor’s Final Staff List and the Staffing Information will be true and accurate in all material respects.
6.6 From the date of the earliest event referred to in paragraphs 6.1.1 to 6.1.3 above, the Contractor agrees that it will not, and agrees to procure that each Contractor Party will not, other than in the ordinary course of business, assign any person to the provision of the Services (or the relevant part) which is the subject of a Subsequent Service Transfer who is not listed in the Contractor’s Provisional Staff List and will not, other than in the ordinary course of business, without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed):

6.6.1 increase the total number of employees listed on the Contractor’s Provisional Staff List save for fulfilling assignments and projects previously scheduled and agreed;

6.6.2 make, propose or permit any material changes to the terms and conditions of employment of any employees listed on the Contractor’s Provisional Staff List;

6.6.3 increase the proportion of working time spent on the Services (or the relevant part) by any of the Contractor Personnel save for fulfilling assignments and projects previously scheduled and agreed;

6.6.4 introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Contractor’s Provisional Staff List;

6.6.5 replace any Contractor Personnel listed on the Contractor’s Provisional Staff List or deploy any other person to perform the Services (or the relevant part) or terminate or give notice to terminate the employment or contracts of any persons on the Contractor’s Provisional Staff List save for:

6.6.5.1 the execution of assigned operations as detailed in 6.6.1 and 6.6.3; and/or
6.6.5.2 replacing voluntary resignations or Staff terminated by due disciplinary process to satisfy the fulfilment of previously agreed work streams provided that any replacement is employed on the same terms and conditions of employment as the person he/she replaces;

6.6.6 the Contractor will promptly notify or as appropriate will procure that the Contractor Party will promptly notify the Authority or, at the direction of the Authority, the Replacement Contractor of any notice to terminate employment given by the Contractor or any Contractor Party or received from any persons listed on the Contractor’s Provisional Staff List regardless of when such notice takes effect.

6.7 Within seven (7) Working Days following the Subsequent Service Transfer Date, the Contractor will provide to the Authority or any Replacement Contractor, in respect of each person on the Contractor’s Final Staff List who is a transferring Employee:

6.7.1 the most recent Month’s copy pay slip data;

6.7.2 details of cumulative pay for tax and pension purposes;

6.7.3 details of cumulative tax paid;

6.7.4 tax code;

6.7.5 details of any voluntary deductions from pay; and

6.7.6 bank/building society account details for payroll purposes.

7. **THE CONTRACTOR’S INDEMNITY**

7.1 In connection with a Relevant Transfer under paragraph 5 of this Schedule, the Parties agree that:

7.1.1 the Contractor will, and will procure that any Contractor Party will, perform and discharge all its obligations in respect of the Employees and their representatives for its own account up to and including the Subsequent Service Transfer Date. The Contractor will indemnify the
Authority and any Replacement Contractor against all Losses arising from the Contractor’s, or any Contractor Party’s, failure to perform and discharge any such obligation and against any Losses in respect of the Employees arising from or as a result of:

7.1.1 any act or omission by the Contractor or any Contractor Party occurring on or before the Subsequent Service Transfer Date or any other matter, event or circumstance occurring or having its origin before the Subsequent Service Transfer Date save simply for accrual of service before that date;

7.1.2 all and any Losses in respect of all emoluments and outgoings in relation to the Employees (including without limitation all wages, bonuses, PAYE, national insurance contributions, pension contributions and otherwise) payable in respect of any period on or before the Subsequent Service Transfer Date;

7.1.3 any claim arising out of the provision of, or proposal by the Contractor or any Contractor Party to offer any change to any benefit, term or condition or working condition of any Employee arising on or before the Subsequent Service Transfer Date;

7.1.4 any claim made by or in respect of any person employed or formerly employed by the Contractor or any Contractor Party for which it is alleged the Authority or any Replacement Contractor may be liable by virtue of this Contract and/or the Employment Regulations;

7.2 The Contractor will indemnify the Authority and/or any Replacement Contractor against all Losses arising from:

7.2.1 any act or omission of the Contractor or any Contractor Party in relation to its obligations under Regulation 13 of the Employment Regulations, or in respect of an award of compensation under Regulation 15 of the Employment Regulations except to the extent
that the liability arises from the Authority and/or a Replacement Contractor’s failure to comply with Regulation 13(4) of the Employment Regulations; and

7.2.2 any statement communicated to or action undertaken by the Contractor or any Contractor Party to, or in respect of, any Transferring Employee on or before the Subsequent Service Transfer Date regarding the Subsequent Service Transfer which has not been agreed in advance with the Authority in writing.

7.3 The Contractor will indemnify the Authority and/or any Replacement Contractor in respect of any Losses arising from any act or omission of the Contractor or any Contractor Party in relation to any other Contractor Personnel who is not a Transferring Employee during any period whether before, on or after the Subsequent Service Transfer Date.

7.4 If any person who is not a Transferring Employee claims or it is determined that his contract of employment has been transferred from the Contractor or any Contractor Party to the Authority, or a Replacement Contractor pursuant to a Relevant Transfer, or claims that his employment would have so transferred had he not resigned, then:

7.4.1 the Authority or the Replacement Contractor will, within seven (7) Working Days of becoming aware of that fact, give notice in writing to the Contractor;

7.4.2 the Contractor may offer (or may procure that a Contractor Party may offer) employment to such person within twenty-one (21) Working Days of the notification by the Authority or the Replacement Contractor;

7.4.3 if such offer of employment is accepted, the Authority or the Replacement Contractor will immediately release the person from his employment;
7.4.4 if after that period has elapsed, no such offer of employment has been made or such offer has been made but not accepted, the Authority or the Replacement Contractor may within seven (7) Working Days give notice to terminate the employment of such person;

7.4.5 subject to the Authority or the Replacement Contractor acting in this way or in such other way as may be agreed between the Contractor and the Authority or the Replacement Contractor, the Contractor will indemnify the Authority and the Replacement Contractor against:

7.4.5.1 all Losses arising out of such termination or otherwise arising out of the employment of such person by the Authority or a Replacement Contractor; and/or

7.4.5.2 any direct employment costs (if any) associated with the employment of such person by the Authority or the Replacement Contractor up to the date of termination of such persons employment.

7.4.6 If such person is neither re-employed by the Contractor or any Contractor Party nor dismissed by the Authority or the Replacement Contractor within the time scales set out in this paragraph 7.4, such person will be treated as a Transferring Employee.

8. THE AUTHORITY’S INDEMNITIES

8.1 The Authority will indemnify the Contractor and any Contractor Party against all Losses arising from the Authority’s or the Replacement Contractor’s failure to perform and discharge any obligation and against any Losses in respect of the Transferring Employees arising from or as a result of:

8.1.1 any act or omission by the Authority or the Replacement Contractor relating to a Transferring Employee occurring on or after the Subsequent Service Transfer Date;

8.1.2 all and any Losses in respect of all emoluments and outgoings in relation to the Transferring Employees (including without limitation all wages, bonuses, PAYE, national insurance contributions, pension contribution and otherwise) accruing and payable after the
Subsequent Service Transfer Date;

8.1.3 any claim arising out of the provision of, or proposal by the Authority or any Replacement Contractor to offer any change to any benefit, term or condition or working condition of any Transferring Employee arising after the Subsequent Service Transfer Date;

8.1.4 any failure by the Authority or any Replacement Contractor to comply with the obligations imposed on a transferee by Regulation 10(3) of the Employment Regulations in respect of the transfer of any Transferring Employees on the Subsequent Service Transfer Date except to the extent such failure is caused by or related to an act or omission of the Contractor or any Contractor Party.

9. MUTUAL OBLIGATIONS

9.1 The Parties will co-operate to ensure that any requirement to inform and consult with the Transferring Employees and or employee representatives in relation to a Relevant Transfer will be fulfilled.

9.2 The Authority will assume (or will procure that the Replacement Contractor, as the case may be, will assume) the outstanding obligations of the Contractor and any Contractor Party in relation to the Transferring Employees in respect of accrued holiday entitlements and accrued holiday remuneration to the Subsequent Service Transfer Date. In consideration, the Contractor will or will procure that any Contractor Party will pay to the Authority (or the Replacement Contractor as the case may be) within fourteen (14) days of the Subsequent Service Transfer Date the full amount necessary to enable the Authority or the Replacement Contractor to meet the cost of providing any such untaken holiday entitlements and remuneration accruing as at the Subsequent Service Transfer Date. The Authority or the Replacement Contractor, as the case may be, will reimburse the Contractor and any Contractor Party any amount paid by the Contractor or the Contractor Party before the Subsequent Service Transfer Date in respect of holidays taken in excess of any Transferring Employee’s entitlement to paid holiday in respect of the period ending on the Subsequent Service Transfer Date.
10. THIRD PARTY RIGHTS

The Parties agree that the Contracts (Right of Third Parties) Act 1999 ("CRiTPA") will apply to paragraphs 7, 8, 9 and 11 of this Schedule to the extent necessary that any Replacement Contractor and Contractor Party will have the right to enforce the obligations owed to, and indemnities given to, the Replacement Contractor by the Contractor or the Authority to the Contractor Party under those paragraphs 7, 8, 9 and 11 in its own right pursuant to clause 1(1) of CRiTPA.

11. CONDUCT OF CLAIMS

11.1 This paragraph 11 will apply to the conduct, by a Party from whom an indemnity is sought under this Schedule, of claims made by a third person against a Party having (or claiming to have) the benefit of the indemnity. The Party having, or claiming to have, the benefit of the indemnity is referred to as the "Beneficiary" and the Party giving the indemnity is referred to as the "Indemnifier".

11.2 If the Beneficiary receives any notice, demand, letter or other document concerning any claim for which it appears that the Beneficiary is, or may become entitled to, indemnification under this Schedule ("Claim"), the Beneficiary will give notice to the Indemnifier as soon as reasonably practicable and in any event within ten (10) Working Days of receipt of the same.

11.3 Subject to paragraphs 11.4 and 11.5, on the giving of a notice by the Beneficiary pursuant to paragraph 11.2 above, 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 will (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 Indemnified 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 will give the Indemnifier all reasonable co-operation, access and assistance for the purposes of such Claim and, subject to paragraph 11.5
below, the Beneficiary will not make any admission which could be prejudicial to the defence or settlement of the Claim without the prior written consent of the Indemnifier.

11.4 With respect to any Claim conducted by the Indemnifier pursuant to paragraph 11.3 above:

11.4.1 the Indemnifier will keep the Beneficiary fully informed and consult with it about material elements of the conduct of the Claim;

11.4.2 the Indemnifier will not bring the name of the Beneficiary into disrepute;

11.4.3 the Indemnifier will not pay or settle such Claim without the prior written consent of the Beneficiary, such consent not to be unreasonably withheld or delayed; and

11.4.4 the Indemnifier will conduct the Claim with all due diligence.

11.5 The Beneficiary will be entitled to have conduct of the Claim and will 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 Contract if:

11.5.1 the Indemnifier is not entitled to take conduct of the Claim in accordance with paragraph 11.3 above;

11.5.2 the Indemnifier fails to notify the Beneficiary of its intention to take conduct of the relevant Claim within [ten (10) Working Days] of the notice from the Beneficiary under paragraph 11.2 above or if the Indemnifier notifies the Beneficiary that it does not intend to take conduct of the Claim; or

11.5.3 the Indemnifier fails to comply in any material respect with the provisions of paragraph 11.4 above.

Sensitive claims

11.6 With respect to any Claim for which the Authority or the Contractor or the Contractor Party are the Beneficiary and the conduct of which the Authority or Contractor acting reasonably, considers is likely to have an adverse impact
on the general public’s perception of the Authority or the Contractor or the Contractor Party (“**Sensitive Claim**”), the Indemnifier will only be entitled to take conduct of any defence, dispute, compromise or appeal of the Sensitive Claim 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 will conduct the Sensitive Claim with all due diligence and if any failure to do so results in an increase in the amount recoverable by the Beneficiary in respect of an indemnity under this Contract, the Indemnifier will only be liable to 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.

11.7 The Beneficiary will 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 11.3 above applies notwithstanding that it does not have the right to do so pursuant to paragraph 11.3 if, in the reasonable opinion of the Beneficiary the Claim is, or has become, a Sensitive Claim. In such cases, the provisions of paragraph 11.6 above will apply.

**Recovery of sums**

11.8 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 will forthwith repay to the Indemnifier whichever is the lesser of:

11.8.1 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

11.8.2 the amount paid to the Beneficiary by the Indemnifier in respect of the Claim under the relevant indemnity,

provided that there will be no obligation on the Beneficiary to pursue such
recovery and that the Indemnifier is repaid only to the extent that the amount of such recovery aggregated with any sum recovered from the Indemnifier exceeds any loss sustained by the Beneficiary (including for this purpose any indirect Losses sustained by the Beneficiary which may be excluded by this Contract from being recovered from the Indemnifier).

**Insurance**

11.9 Any person taking any of the steps contemplated by paragraphs 11.2 to 11.6 will comply with the requirements of any insurer who may have an obligation to provide an indemnity in respect of any liability arising under this Contract.

**Mitigation**

11.10 Each of the Authority and the Contractor will 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.

**Taxation**

11.11 If any payment by one Party under an indemnity in this Contract is subject to income tax or corporation tax (or any tax replacing either or both of them) in the hands of the recipient (or a withholding made by the paying Party in respect of tax), the recipient may demand in writing to the Party making the payment that the payment will be increased by such amount as would ensure that, after taking into account any such tax payable in respect of such additional amount, the recipient receives and retains a net sum equal to the amount it would have otherwise received had the payment not been subject to such tax or withholding.
SCHEDULE 14

ADDITIONAL REVENUE STREAMS

[Note to Draft: Additional Concession Services to be provided by the Contractor in its capacity as the Official Publisher to be inserted when agreed by the Parties.]
COMMERCIALLY SENSITIVE INFORMATION

1. Government Transparency

1.1 In accordance with the Authority’s obligations under the FOIA the Parties have sought to identify the Contractor’s Information that is genuinely commercially-sensitive and the disclosure of which would be contrary to the public interest and therefore exempt from disclosure under section 43 of the FOIA. Where possible, the Parties have sought to identify the duration after which the Information will cease to fall into the category of “commercially-sensitive”.

1.2 The Contractor acknowledges and agrees that the Authority is under an obligation to publish the Contract and Schedules to the general public pursuant to the Government transparency guidelines as can be found on OGC’s website and is currently located at: http://www.ogc.gov.uk/policy_and_standards_framework_transparency.asp.

1.3 The Contractor acknowledges and agrees that for the purposes of paragraph 1.2 above, this Contract and Schedules are not Confidential Information and can be published to the general public (subject to redaction or removal of any of the Contractor’s Commercially Sensitive Information or any other such information that may be exempt from disclosure under the FOIA).

1.4 Without prejudice to the Authority’s general obligation of confidentiality, notwithstanding the content of this schedule, the Contractor acknowledges and agrees that the Authority may have to disclose Information in, or relating to, this Contract, following a Request for Information pursuant to clause 35 (Freedom of Information) of this Contract.

1.5 All commercially sensitive information provided by the Contractor to the Authority (or to its permitted auditors) will be treated as confidential in accordance with the Authority’s obligations under this Contract.

1.6 In accordance with the above paragraphs, the following is the Contractor’s Commercially Sensitive Information that will be subject to redaction:
<table>
<thead>
<tr>
<th>Commercially Sensitive Information</th>
<th>Status for Publication</th>
<th>Suggested Duration from Contract Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Personal data: names, job descriptions, phone numbers, email addresses and physical addresses, throughout the document</td>
<td>Redacted</td>
<td>Until termination or expiry of the Contract, whichever is the later</td>
</tr>
<tr>
<td>2. Schedule 9 paragraph 4.1</td>
<td>Redacted</td>
<td>Until termination or expiry of the Contract, whichever is the later</td>
</tr>
<tr>
<td>3. Schedule 9 paragraph 11.1</td>
<td>Redacted</td>
<td>Until termination or expiry of the Contract, whichever is the later</td>
</tr>
<tr>
<td>4. Schedule 9 paragraph 11.2</td>
<td>Redacted</td>
<td>Until termination or expiry of the Contract, whichever is the later</td>
</tr>
<tr>
<td>5. Schedule 10, Appendix 1</td>
<td>Redacted</td>
<td>Until termination or expiry of the Contract, whichever is the later</td>
</tr>
</tbody>
</table>
SCHEDULE 16

CONCESSION SERVICES USER TERMS AND CONDITIONS

1. The Contractor’s Terms and Conditions for customers of the Concession Services must at minimum provide the customers with the levels and standards of service as specified and provided for by the Requirements of this Contract as more particularly set out at Schedule 1 (Specifications).

2. In its performance of the Concession Services, the Contractor will be required to ensure its terms and conditions with customers of those Services (where such provisions are applicable to the identity of the customer) make provision for the following Requirements (full details of these Requirements can be found within Schedule 1 (Specifications):

3. Requirements for the SI Template

   3.1 Maintenance and support of the SI tool used by Government Departments for drafting Statutory Instruments (the SI Template) including training and support for users of the tool.

   3.2 Support for the use of the SI Template by drafters in Government Departments from the contract commencement date, including a customer helpdesk, customer liaison and software maintenance and support.

   3.3 Training must be made available to all new drafters and others in Ministerial offices who may complete the documents. This should be hands-on training and be accompanied by appropriate documentation. Refresher training should also be available where required.

   3.4 A full and comprehensive user manual detailing how the SI Template or replacement tool and any associated validation system works must be produced and made available to all users. The manual must be kept up-to-date.

   3.5 A support facility must be available to drafters between 9am and 5pm on normal working days to offer technical advice and assistance in using the SI Template or replacement tool and any validation processes. This must be available to all users of the tool and queries should be dealt with in accordance with agreed service levels.

   3.6 Drafters of legislation should have an opportunity to give feedback to the Contractor about the SI Template or replacement tool and be able to suggest improvements and enhancements.

   3.7 Drafters of legislation must be kept fully up-to-date with changes and upgrades to the SI Template or any replacement tool, and representatives from Government Departments should be given the opportunity to be involved in testing new releases.

   3.8 On occasion, it may be necessary to consult with the drafter where problems occur. Provision for such communication and support must be in place. Changes affecting layout should be returned to the drafter for approval.
3.9 The validation portal must be available 99.95% of the time on a per annum basis.

4. Requirements for Standing Order and Subscription Services

4.1 The Contractor shall register standing orders on an “until further notice” basis and changes of address and other amendments and cancellations shall be processed efficiently within a minimum of two working days of receipt of the request.

4.2 Subscriptions shall be registered for periods of twelve months. They may be registered at any point during the year and run for a minimum of twelve months. Customers should be able to choose either to be supplied from date of acceptance or backdate their subscription to receive “catch-ups” of publications already published to any date specified.

4.3 The Contractor shall despatch publications selected under these arrangements to customers within one working day of publication.

5. Requirements for Order Processing

5.1 The Contractor shall undertake that orders shall be processed promptly and accurately and the following targets will apply:

5.2 Post orders to be processed for order fulfilment within 2 working days of receipt.

5.3 Telephone orders to be processed and passed for order fulfilment within 1 working day of receipt.

5.4 Online orders to be processed and passed for order fulfilment within 1 working day of receipt.

5.5 All orders from whatever source shall be processed with a target of 100% accuracy.

5.6 On normal working days all telephone calls are to be answered promptly between the hours of 9am and 5pm. The minimum standards shall be that 90% of all telephone calls are answered within 20 seconds, and 95% within 30 seconds. Answered in this context shall mean a substantive response from a member of staff of the Contractor or its agent, rather than the intervention of any queuing or recorded answering system. Unanswered telephone calls shall be directed to an automated message service so that enquirers may receive further information on how to resolve their query and be able to leave a message on receipt of which the Contractor shall take the appropriate action. The target should be for no more than 5% of calls to be abandoned.
6. Requirements for Order Fulfilment

6.1 The targets for order fulfilment shall be despatch on the date of publication, but no later than the working day following publication and/or availability of printed copies for items which have already been published online.

6.2 The Contractor shall ensure that all consignments to Members of the European Parliament and within the UK to public bodies (including without limitation, libraries and educational establishments), Members of Parliament and private individuals are despatched on a daily basis and unless the customer requests otherwise, by post at its own expense and at its own charge. In all other cases, the Contractor shall be entitled to charge reasonable postage and packaging expenses to the customer. The Contractor may arrange for the consignment to be despatched by courier services.

6.3 The Contractor shall be responsible for investigating any claims for non-receipt or damage in transit and for such replacement copies as may be necessary.

6.4 Orders shall be assembled for despatch with a target of 100% accuracy.

7. Requirements for Enquiry Services

7.1 The Enquiry services shall be staffed by competent personnel with access to the computerised title file and stock systems.

7.2 Enquiries shall be accepted by different methods, including, but not limited to, the following means:

7.2.1 Online

7.2.2 By telephone to non-premium rate numbers, such numbers to be provided with answer phone services outside business hours.

7.2.3 By post to at least one UK mainland address.

7.3 On normal working days all telephone calls are to be answered promptly between the hours of 9am and 5pm. The minimum standards are that 90% of all telephone calls are answered within 20 seconds and 95% within 30 seconds. Answered in this context shall mean a substantive response from a member of staff of the Contractor or its agent, rather than the intervention of any queuing or recorded answering system. Unanswered telephone calls shall be directed to an automated message service so that enquirers may receive further information on how to resolve their query and be able to leave a message on receipt of which the Contractor shall take the appropriate action. It is expected that no more than 5% of calls should be abandoned. Postal enquiries shall be answered within a maximum of two working days of receipt.
8. Requirements for Handling Complaints

8.2 The Contractor shall register and respond to any complaints received regarding the printing, publication, storage and despatch of the publications in whatever format or regarding the associated bibliographic information and enquiries services.

8.3 The Contractor shall respond to such complaints within four (4) working days of receipt, providing an interim reply in those cases when a substantive answer cannot be supplied in this time period. The Contractor shall retain copies of all associated correspondence both received and sent.

8.4 Complainants will have the right to take a complaint to the Authority if the Contractor is unable to resolve the issue. The Contractor’s complaint policy will make this clear to users of contract services.

9. Requirements for Availability through Retail Outlets

9.1 The retail facilities shall be staffed by competent personnel and shall provide counter services for callers, conduct mail order operations and answer enquiries. When undertaking these functions the target levels for service shall be:

9.1.1 Mail and online order all orders from stock to be despatched within three (3) working days of receipt of the order.

9.1.2 Telephone orders all orders from stock to be despatched within one (1) working day of receipt of the order.

9.2 Orders shall be assembled for despatch with a target of 100% accuracy.
SCHEDULE 17

INTELLECTUAL PROPERTY RIGHTS

1. Under Clause 40.4 of this Contract, the Contractor is under an obligation to ensure that third party owners of any Intellectual Property Rights that are used in the performance of the Services grant to the Authority a licence (in accordance with the terms specified in that clause) which will enable the Authority or Replacement Contractor to provide Replacement Services using those third party Intellectual Property Rights at no additional cost.

2. The purpose of this Schedule is to assist the parties in identifying those third party Intellectual Property rights and owners specified in paragraph 1 above.

3. The Contractor acknowledges and agrees that the list of Intellectual Property Rights detailed in this Schedule 17 is not intended to be definitive and that the Contractor shall remain under an obligation to comply with the Clause 40.4 and any of its other obligations in relation to Intellectual Property Rights, irrespective of whether those Intellectual Property Rights have been identified in this schedule 17 or otherwise.

4. The Contractor’s attention is drawn to paragraph 3.1 of Schedule 1 (Requirements) which places it under an obligation to comply with Government policy on open standards, open source and re-use of Government data in its provision of the Services.

5. Intellectual Property Rights granted in accordance with Clause 40.4:

<table>
<thead>
<tr>
<th>Licence granted</th>
<th>Description of IPR</th>
<th>Company</th>
<th>Licence or sub-licence</th>
</tr>
</thead>
<tbody>
<tr>
<td>MarkLogic</td>
<td>XML Data repository</td>
<td>MarkLogic Corp</td>
<td>Sub-licence</td>
</tr>
</tbody>
</table>