
COURSE NOTES / SEPTEMBER 2026

Commercial Contracts & Legal Operations

Specialist study in contractual scope, pricing, risk, negotiation and dependable delivery.

Careful reading. Applied work.
Accountable professional judgment.

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A note on this edition

These materials support an editorial learning pilot. Exercises use fictional matters and are not legal advice. No accredited award or practising qualification is offered. Read the stated scope and assessment conditions before you begin.

A07 | Commercial intake and the contracting mandate

Learning focus

Prerequisite: C01–C06. Produce a risk-based intake and approval record. Open the Lantern casebook at L01; the whole matter is supplied in the contracts pack.

First pass: read L01 only and recall C01's distinction between review and commitment. Add the other documents as questions require them. Move on when your intake explains why one question blocks release while useful drafting can continue; this record will become the first part of your Lantern matter file.

Study notes

Contracting begins with a business need, not a template. Establish what the organisation buys or sells, who uses it, what failure would interrupt, and what alternatives exist. A short low-value agreement may carry sensitive data or critical operational dependency; price alone is a poor risk classifier. Separate spend, duration, information sensitivity, business criticality, regulatory context and unusual terms.

Turn the request into an intake record: parties, purpose, scope, value, term, owner, deadline, data/IP profile, dependencies and approvers. Identify whether the request is a new purchase, renewal, variation or emergency. These categories change the work: a renewal may preserve an old problematic clause; a variation may conflict with the existing agreement; an emergency may need temporary authority rather than a rushed permanent commitment.

An approval matrix should specify who decides, not merely who is copied. Legal review concerns legal analysis; finance approval concerns expenditure and financial exposure; security assessment concerns technical safeguards. An individual may perform more than one function, but the record should preserve the distinction. A legal analyst is not automatically the business owner of residual risk.

Treat a playbook as delegated instructions with boundaries. It should state preferred positions, acceptable alternatives, questions to resolve and escalation triggers. "Our position is a 12-month cap" is incomplete without fee basis, aggregation, exclusions and authority to depart. Version the playbook and record exceptions. If you discover that the approved instruction creates an incoherent outcome, escalate it; do not follow a checklist blindly.

Operationally, map intake to triage, review, negotiation, approval, execution, storage, performance and exit. Define what evidence permits each transition. A system should not label a contract "executed" merely because a PDF was uploaded. The full lifecycle matters because value and risk continue after signature.

[WorldCC certification programme overview](#)

Worked example

Fictional Rowan compares a £3,000 employee survey with a £50,000 furniture purchase. Its exercise policy requires finance approval above £10,000 and privacy review whenever employee health responses are processed. This policy is a supplied organisational rule, not law.

Request	Finance route under supplied policy	Separate review and release evidence
£3,000 survey with health responses	Delegated low-spend route; confirm budget owner	Privacy reviewer must assess purpose, necessity, roles and safeguards before release; request questionnaire and access/retention details
£50,000 furniture	Finance approval required	Confirm goods, delivery, payment and responsible buyer; no employee-response data flow is supplied

Completed triage note: "Survey: hold release pending privacy review; commercial drafting may proceed. Furniture: seek expenditure approval and delivery terms. Neither price alone nor a legal review closes all approval routes." The distinction allocates scarce review effort to the actual risk.

Guided practice

The survey becomes free but retains the same data fields. Reclassify it under the supplied policy.

Feedback

The privacy route remains. A zero price removes neither the processing nor its risk. Recheck any non-price commitment, such as data reuse; "free" does not mean no bargain or no approval needed.

Practice assignment

Use Project Lantern's business brief. Create a one-page intake and authority matrix. Identify five blocking questions, three non-blocking questions, and the evidence required to move from "reviewed" to "approved" and "signed." Supply a 300-word triage rationale. AI may organise the record but must not invent approver names or permissions.

Participation

Pods assign sponsor, analyst, finance, security and reviewer. In 25 minutes, agree an intake decision and record any unresolved disagreement. Submit your own account of one dependency your initial view missed.

Source study

For optional context, use WORLDCC to distinguish pre-award and post-award responsibilities. Revisit CA43 for authority and SRA D1 for managing the work. Explain why this exercise's approval policy is fictional organisational instruction rather than a statement of law.

Readings for this unit

[Companies Act 2006, section 43](#) — UK company law: check extent. Read: Section 43(1)–(2). Check: Separate corporate authority from the supplied organisational approval policy.

[WorldCC certification programme overview](#) — Professional framework, not law. Read: Contract and commercial management programme description. Check: Optional context: locate pre-award and post-award work, not a source for an individual legal duty.

A08 | Agreement architecture, scope and acceptance

Learning focus

Prerequisite: A07 and C02. Turn conflicting scope statements into an agreed baseline, an executable test procedure and a controlled change. Your practice materials are Lantern L02–L04.

First pass: use your A07 intake to choose one deliverable, one acceptance test and the conflicting document pair. Expand after that chain is clear. Move on when a reader can distinguish correction of a failed agreed test from paid new scope and find the corresponding change in your clean text.

Study notes

A contract set often comprises a master agreement, order form, statement of work and technical schedules. Determine which documents are incorporated, which versions apply and how conflicts are resolved. A precedence clause is useful but not a substitute for correcting a known contradiction. Applying broad master-agreement precedence could accidentally erase a carefully negotiated service-specific safeguard.

Scope should connect outputs to observable completion. Identify deliverables, exclusions, assumptions, inputs, dependencies, acceptance criteria and remedies for failed tests. “Implement a dashboard” is a project aspiration. “Configure the specified reports using the approved data schema and demonstrate the tests in Schedule 2” is more verifiable, if the schedule actually exists.

Acceptance mechanisms allocate practical leverage. Who tests? What must a rejection notice identify? How long may the supplier cure? What happens after repeated failure? Is use for testing different from operational use? If silence or use is treated as acceptance, consider whether the buyer can realistically detect defects and whether latent issues remain addressed elsewhere. Do not draft deemed acceptance without examining notice, access and dependencies.

A change mechanism needs a request, impact assessment, approval and revised baseline. Specify whether a supplier may continue unaffected work while a change is considered and how dependency delays are addressed. Avoid an automatic right to increase fees for any delay without a connection to cause, evidence and mitigation. Distinguish additional scope from correcting non-conforming work.

Test architecture by tracing a single obligation across documents. If the order says fees begin on signature while the scope assumes acceptance before service commencement, identify the financial consequence. Read the clean set after redlining. Interpretation in context is a legal discipline; it should not become an excuse for preventable drafting ambiguity. [Wood v Capita \[2017\] UKSC 24](#)

Worked example

Fictional Spruce's proposal lists five reports, its order lists three, and its MSA says it overrides the order. For this teaching solution, both parties' authorised representatives agree that attendance, completion and revenue are the three launch reports; two further reports require a separately approved change. This additional agreement is an explicit example assumption, not a fact you may insert into Lantern.

Completed conflict record: "Scope = three named launch reports; additional reports excluded pending change. Order v3 controls those named scope and price items. Acceptance Schedule v2 controls testing. The MSA otherwise continues, subject to these specific overrides." Targeted precedence solves the identified contradiction without giving every schedule unlimited priority.

Proposed teaching clause: "Supplier shall deliver the three launch reports against the approved test dataset and expected outputs in Test Table 1. Customer's project owner shall test within five business days of receiving the complete delivery and give written acceptance or identify each failed test with evidence. Supplier shall correct non-conformities within five business days and resubmit the affected tests. Testing and pilot use are not acceptance. After two failed correction cycles, the parties shall escalate to their authorised sponsors; any termination right remains subject to the agreed contract."

Test Table 1 for the attendance report: input = three fictional learner IDs, two marked present; output = present count 2, absent count 1, no duplicate IDs. The other reports need their own agreed tests before this extract is operational. The periods and two-cycle escalation are negotiated choices, not statutory requirements. The clause deliberately does not invent a deemed-acceptance rule.

Completed change entry: "CR-01; add engagement report; supplier estimates eight hours; price/rate and delivery impact pending; sponsor approval absent; not authorised to start." Correcting an attendance output of 3 present is a defect, not that new report.

Redline record: Original — accepted on delivery or first use. Proposed clean wording — written acceptance after the specified tests, with pilot use excluded. Reason — delivery and testing use do not demonstrate conformity. Linked change — reconcile any acceptance-triggered billing provision. This text-based record makes the alteration reviewable without relying on a particular word processor or colour.

Guided practice

The buyer supplies the agreed dataset three days late; the supplier's later output also duplicates one learner. Classify both events and state how each enters the record.

Feedback

Record the late dependency and assess its evidenced schedule impact under the agreed change/delay process; do not grant an automatic fee increase. Record the duplicate as a failed agreed test and request correction. Late buyer input does not turn every later defect into paid additional scope. Check notice, mitigation and the clean document set.

Practice assignment

Using Lantern L02–L04, produce a 600-word statement-of-work extract and a conflict table. Draft a workable acceptance process and a change-request form. Label your proposed periods as negotiated exercise choices, not statutory rules. Explain how your design handles a late buyer input and a defective supplier output differently.

Participation

Exchange the acceptance procedure with another pod. That pod must execute it against a failed test without asking what you intended. Record ambiguities found and revise the procedure. Each learner submits their own drafting rationale.

Source study

Read Wood paragraphs discussing the iterative reading of language and context. Identify two points where the exercise can eliminate a dispute through clearer drafting rather than relying on later interpretation.

Readings for this unit

[Wood v Capita \[2017\] UKSC 24](#) — England and Wales. Read: Paragraphs 10–13. Check: Identify a conflict your drafting can remove before interpretive litigation becomes necessary.

A09 | Price, payment and service economics

Learning focus

Prerequisite: A08 and C03. Reconcile a fee base and service-credit band, including exact boundary tests. Use Lantern L03, L05 and L10 for the independent task.

First pass: retrieve C03's units check, then calculate one subscription period before adding implementation or credits. Move on when your worksheet and draft use the same fee base, start trigger and period, and a just-below-threshold test selects the correct band without premature rounding.

Study notes

Identify every monetary component: recurring fees, implementation, minimum commitments, usage, expenses, indexation, taxes, credits, interest and exit charges. Define the charging unit and evidence source. A "user" can mean named account, active seat or concurrent session; the distinction changes cost and auditability. Build an assumptions register before calculating a total.

Separate invoice trigger, payment due date and contractual entitlement. A fee may accrue when a service begins but be invoiced annually in advance. Determine how disputes are raised, whether undisputed amounts remain payable and what evidence supports an invoice. Avoid presenting the exercise's 30-day period as a statutory default. Tax treatment and cross-border withholding are referral topics, not numbers to guess.

Service levels connect performance to measurement. Define the service window, measurement period, exclusions, numerator, denominator, data source and responsibility for disagreement. "99.9% uptime" is incomplete if planned maintenance can exclude any period without limit. A service credit calculation must identify its fee base and tier rule: highest single tier, cumulative bands or another mechanism.

Credits are not automatically a complete remedy. Read exclusivity wording, repeated-failure rights, damages exclusions and termination. A credit worth £100 may be irrelevant to a failure causing a much larger operational interruption. Conversely, an uncapped remedy may be commercially impossible. Explain the allocation and obtain the authorised business choice.

Audit your spreadsheet as carefully as your clause. Use visible formulas, units, sources and rounding. Distinguish a projected maximum from a committed amount. Create test cases at band boundaries: exactly at threshold, just above and just below. A mistake in a formula can undo a carefully negotiated term.

Worked example

An original teaching schedule uses an £8,000 monthly fee and the single highest band: at least 99.5% = 0%; 99.0% to below 99.5% = 5%; 98.0% to below 99.0% = 10%; below 98.0% = 20%. Compare raw availability before display rounding.

Availability	Band	Formula	Credit
99.5000%	0%	$£8,000 \times 0$	£0
99.4999%	5%	$£8,000 \times 0.05$	£400
99.2000%	5%	$£8,000 \times 0.05$	£400
99.0000%	5%	$£8,000 \times 0.05$	£400
98.9999%	10%	$£8,000 \times 0.10$	£800

Review note: "Use the monthly subscription, not annual fees or implementation, as the stated base. Do not add the 5% and 10% bands. Keep calculation precision until the band is selected, then round money to pennies." The credit remains subject to the contract's claim procedure and other remedies; arithmetic alone does not prove entitlement. The workbook includes an editable band test.

Guided practice

The monthly fee rises to £10,000 and raw availability is 99.4999%, displayed as 99.5%. Calculate under the stated raw-value policy.

Feedback

The credit is £500. Rounding the availability first would incorrectly yield zero. If the actual agreement instead specifies a rounded measure, follow that agreed method and disclose its effect; do not choose whichever produces the preferred result.

Practice assignment

Reconcile Lantern's order, master terms and financial worksheet. Show the first twelve subscription months plus implementation under each proposal and distinguish that commitment from cash paid in the first twelve months after signature. The order's acceptance date is not supplied: leave that cash-timing

conclusion conditional and ask finance which budget window applies. Distinguish disputed optional work and calculate the service credit at 99.2% using L05. Submit formulas and a 400-word explanation of the three most consequential pricing ambiguities. Add boundary tests for the credit calculation.

Participation

Finance and legal reviewers independently read the same terms and calculate cost. Compare results before sharing formulas. A difference is evidence of a drafting or modelling issue to investigate, not a contest over which profession is right.

Source study

For optional context, use WORLDCC's lifecycle outline to locate payment/performance management. Revisit your contract terms rather than treating a professional framework as authority for a particular fee or remedy.

Readings for this unit

[WorldCC certification programme overview](#) — Professional framework, not law. Read: Contract lifecycle / programme overview. Check: Optional context: identify the operating owner of payment and performance; the case terms control the calculation.

A10 | Liability, indemnities and insurance

Learning focus

Prerequisite: C02 and A09. Model who bears a stated loss, identify cap interactions and separate legal constraints from negotiated allocations. This unit does not certify enforceability.

First pass: recall why C02's cap was not proof of loss, then follow one qualifying claim through one cap before comparing mechanisms. Move on when your wording and multi-claim model agree on aggregation, and your note distinguishes a proposed business allocation from the statutory questions requiring review.

Study notes

Risk allocation requires a scenario. Identify the protected interest, failure, likely loss, responsible actor and available prevention. Then examine the mechanism: warranty, indemnity, service remedy, exclusion, cap, insurance or termination. Several may apply to the same event and interact badly.

A cap needs a scope and a measurement rule. Is it aggregate or per claim? Per contract, year or service? Based on fees paid, payable, annualised or a fixed floor? Does an indemnity sit inside or outside it? An early incident under a fees-paid cap may produce very little cover; separate general and enhanced caps may be ambiguous if one event triggers both. State whether limits share or stack, and test multiple claims.

An indemnity is a contractual allocation whose effect depends on its wording and law. Specify covered claims/losses, causation, exclusions, defence control, settlement consent, notification and mitigation where appropriate. Do not assume the heading bypasses every ordinary damages issue or makes insurance respond. Ask whether the indemnifying party can control the risk.

Under UCTA section 2, negligence-related exclusions receive different treatment for death/personal injury and other loss. Section 3 concerns particular standard-terms circumstances; section 11 addresses reasonableness. Applicability, exceptions and the transaction matter. A B2B label does not make every exclusion enforceable, and not every negotiated cap falls within the same statutory route. [Unfair Contract Terms Act 1977, section 2](#) [Unfair Contract Terms Act 1977, section 3](#) [Unfair Contract Terms Act 1977, section 11](#)

In the applicable section 2 analysis, death or personal injury from negligence cannot be excluded or restricted; other negligence loss is subject to reasonableness. Section 3 asks whether one party deals on the other's written standard terms and addresses specified restrictions or non-performance; it is not a rule that all business terms are reviewed identically. Section 11 looks to the circumstances known or

reasonably contemplated at contracting. These statutory routes also require scope and exceptions checks. The current section 3 text excludes consumer-contract terms from that route; this exercise is not a consumer-law lesson.

Insurance is evidence of potential funding, not a promise that every contractual obligation is insured. Check type, limit, exclusions, deductibles, territory, period and claims basis through appropriate specialists. Do not equate a £2 million policy certificate with a £2 million recovery for every event. Nor does insurance automatically justify unlimited liability.

Worked example

Assume £5,000 monthly fees and a draft aggregate cap of fees paid in the preceding month. For comparison only, the sponsor is considering a fixed £60,000 aggregate cap across ordinary contract claims, expressly including the proposed IP indemnity. Assume liability and a £40,000 qualifying loss are established, no exclusions apply and no mandatory-law limit prevents the cap operating.

Scenario	Draft fee base	Draft maximum for £40,000 loss	Proposed £60,000 aggregate
Before any payment	£0	£0	£40,000
After one £5,000 payment in the preceding month	£5,000	£5,000	£40,000
Second £40,000 qualifying loss after £40,000 already paid under proposed aggregate	Timing must be rechecked	Do not infer a fresh cap	£20,000 remaining under proposed cap

Completed drafting instruction: "Choose the fee base and aggregation period expressly. State whether the IP indemnity shares the general cap or has a separate limit; do not leave both 'all liability capped' and 'indemnity unlimited' unqualified. Seek authorised risk approval and counsel's statutory review." The £60,000 proposal changes economic exposure; it is not a legally required number. Insurance response is a separate inquiry.

Guided practice

The £60,000 cap is changed to "per claim." Recalculate the proposed result for two distinct £40,000 qualifying claims on the same simplifying assumptions.

Feedback

Each could fall within its own £60,000 cap, giving £80,000 total, subject to the actual aggregation wording. A word-level change therefore alters the model. If related claims aggregate as one, that further rule must be applied rather than assumed.

Practice assignment

Review Lantern L02 clauses 8–10 against L01 and L09. Produce a risk-allocation table and proposed redline of no more than 450 words. Model an early outage, an IP claim and a data incident. Explain cap interactions, what requires approval, and what facts are needed to assess statutory constraints. Do not certify enforceability.

Participation

Run a “risk owner” clinic: each learner explains who can prevent one event and who should decide residual exposure. Challenge proposals by changing the timing of the event and the fees paid.

Source study

Read UCTA2, UCTA3 and UCTA11 in sequence. Record the trigger for each analysis and one fact the statutory text alone cannot establish about Lantern.

Readings for this unit

[Unfair Contract Terms Act 1977, section 2](#) — England and Wales: check statutory extent and application. Read: Section 2(1)–(3). Check: Distinguish death/personal injury negligence restrictions from other loss.

[Unfair Contract Terms Act 1977, section 3](#) — England and Wales: check statutory application. Read: Section 3(1)–(3). Check: Identify the written-standard-terms trigger and consumer-contract exclusion.

[Unfair Contract Terms Act 1977, section 11](#) — England and Wales: check statutory application. Read: Section 11(1), (4)–(5). Check: What circumstances, limit factors and burden are relevant, subject to scope?

A11 | Intellectual property and technology deliverables

Learning focus

Prerequisite: A08 and A10. Produce a rights inventory and a bounded licence proposal. Distinguish the right needed for continuity from a demand to own every component.

First pass: take one asset and identify its creator, evidence and intended user before drafting rights. Move on when your proposed licence supports the stated operating/exit need without claiming rights the supplier has not shown it controls. Reuse A08's scope and A10's risk record rather than starting a separate review.

Study notes

"Own the IP" is too vague to draft. Inventory background tools, newly created deliverables, third-party components, customer materials, data and know-how. For each, determine present ownership, required rights, permitted users, purpose, territory, duration, sublicensing, modification and exit. A buyer may need durable operational rights without owning the supplier's entire platform.

For UK copyright, section 11 distinguishes first ownership and the employment situation; paying a contractor is not itself a complete chain-of-title analysis. Section 90 addresses assignment formalities. Identify who created the material, under what relationship, what was signed and whether the necessary rights actually passed. Other IP rights and jurisdictions require their own analysis. [Copyright, Designs and Patents Act 1988, section 11](#) [Copyright, Designs and Patents Act 1988, section 90](#)

Assignment transfers specified rights; a licence permits specified use. A nominally broad licence can fail operationally if it excludes affiliates, replacement providers, necessary copying or access after termination. A supplier cannot grant rights it does not control. Third-party or open-source components require licence-specific review: "open source" is not synonymous with no obligations.

Address infringement claims with both financial and operational responses. Who defends? Can the service be modified or replaced? What if the buyer must stop using it? Does the buyer receive migration assistance and refunds? An indemnity without a continuity plan may leave the business unable to operate.

AI introduces further questions: what data enters the tool, what outputs are used, which contractual rights are promised, and what human review occurs? Do not promise universal exclusivity or ownership merely because a system generated output. Keep provider terms, provenance and jurisdiction-specific rights issues visible to the reviewer.

Worked example

Fictional Linden has paid a freelancer for a script. The signed agreement grants Linden internal use only; the invoice shows payment. Linden now wants a replacement provider to maintain the script after the service ends.

Asset/evidence	Current supported position	Required next step
Script; signed internal - use licence	A contractual use right is evidenced; an assignment is not	Ask creator/rights holder about modification, provider access, duration and transfer
Paid invoice	Payment evidenced	Do not treat it as a signed copyright assignment
Third-party library referenced in script	Licence terms not supplied	Obtain component/version and licence before promising downstream rights

Proposed limited licence extract: "To the extent Supplier owns or is authorised to license the Configuration Materials identified in Schedule R, Supplier grants Customer a perpetual, non-exclusive right to use and modify those materials for Customer's internal operations and to permit its replacement service provider to do so solely on its behalf, subject to confidentiality. Third-party restrictions must be identified in Schedule R before approval."

Annotation: the purpose and permitted provider are explicit; this is not ownership of the platform. The rights-holder qualification reveals, but does not cure, a missing chain of title. The customer must decide whether a gap prevents approval; a supplier cannot license another person's rights merely by signing this wording.

Guided practice

The only evidence is now an invoice, with no signed licence. Can you retain "internal-use right evidenced" in the table?

Feedback

No. Record payment and an unresolved rights position. An implied-licence argument may need legal analysis, but do not turn it into a documented express licence. Request the commissioning terms, correspondence and creator evidence.

Practice assignment

Prepare an IP inventory from Lantern L06 and L08. Draft a rights schedule distinguishing background platform, configuration, bespoke deliverables and third-party components. Identify three chain-of-title questions and two exit requirements. Submit a 500-word rationale and a bounded clause proposal; do not reproduce a commercial precedent.

Participation

One team represents a buyer needing continuity; another a supplier protecting reusable technology. Agree a rights package and explain unresolved third-party limits. Individual reflections must distinguish the commercial compromise from a legal requirement.

Source study

Read IP11 and IP90. Explain which facts determine first ownership and what additional evidence is needed to establish a valid assignment. Keep copyright separate from trademarks, patents and data-protection obligations.

Readings for this unit

Copyright, Designs and Patents Act 1988, section 11 — UK copyright. Read: Section 11(1)–(2). Check: Distinguish authorship, employee work in the course of employment and contractor facts.

Copyright, Designs and Patents Act 1988, section 90 — UK copyright. Read: Section 90(1)–(3). Check: What rights and writing/signature evidence would support the asserted assignment?

A12 | Data, security and the integrated contract review

Learning focus

Prerequisite: A08–A11. Map one processing activity into specific terms, operating evidence and a decision. Use the Kenya data exercise only as a separately labelled application, not a substitute for UK analysis.

First pass: map the UK reporting activity before considering overseas support or a separate use for model training. Move on when each proposed control has an activity, source, owner and verification step.

Reconcile the A08–A11 work before attempting AT1; the Kenya lab is a separate extension, not an extra jurisdiction silently added to that specimen.

Study notes

Map the processing before selecting the document. Identify whose data is involved, the purposes, decisions, systems, recipients, locations, retention and access. Contract labels cannot conclusively determine controller/processor roles if actual activities differ. A provider may perform more than one role for different activities.

The ICO's Article 28 guidance identifies processing particulars and required contractual topics, including instructions, confidentiality, security, subprocessors, assistance, end-of-contract arrangements and audits. A statement that a supplier "complies with all laws" does not replace activity-specific terms. Read current guidance and any review notices; it is not an assessment of this fictional supplier. [ICO: what needs to be included in the contract?](#)

Read UK GDPR Article 28(2)–(4) and (9) alongside the guidance. First set out subject matter, duration, nature/purpose, data types and data-subject categories; then specify the relevant obligations. Processor incident assistance, the controller's regulatory-notification analysis and an agreed contractual notification period are different matters. The ICO page currently carries a Data (Use and Access) Act review notice, and the legislation page has amendment annotations: verify the applicable text rather than treating the guidance as frozen. [UK GDPR, Article 28: processor](#)

Make a security schedule operational: control, owner, evidence, frequency and response to failure. Distinguish a promised measure from proof of implementation. An accreditation certificate may be relevant evidence but is not a complete audit of the proposed service. Specify incident communication, cooperation and information needed for the controller's own response; a contractually agreed notification period is not automatically a statutory deadline.

International access may create issues even when the principal server is local. Identify remote support, subprocessors and onward transfers, then seek current jurisdiction-specific advice. Do not import a UK mechanism into a Kenya-based activity without examining both applicable regimes. End-of-contract deletion also needs exceptions, backups, retention duties and evidence; “delete immediately” may be technically or legally impossible without qualification.

Finally, integrate the schedule with commercial provisions. Does the main contract permit unilateral changes conflicting with approved subprocessors? Does the liability cap cover the stated risk? Are audit rights feasible? Does the exit assistance preserve access long enough to migrate? A good privacy review improves the whole contract rather than attaching an isolated addendum.

Worked example

A fictional training service uses UK hosting. An overseas support contractor can download named attendance records; the contractor's country and retention practice are not yet supplied.

Activity	Role/scope question	Completed control proposal	Evidence before release
Reporting on customer instructions	On these assumed facts, investigate the provider's processor role	Document purpose, fields, duration and permitted instructions	Agreed processing particulars and role analysis
Support download	Who accesses which records, from where, under whose instructions?	Restrict to authorised support cases; record access and deletion; assess transfer route	Named location, recipients, permissions and applicable transfer review
Provider's own model improvement	Separate purpose, not automatically covered by reporting instructions	Exclude pending specific role/lawfulness review and authorised decision	Do not infer approval from the reporting contract

Completed instruction extract: “Process the specified registration data only to operate and support the agreed reporting service on documented instructions. No product-model training is authorised by this instruction. Identify proposed support recipients and locations for review before access.” This is one component of the required contract, not a complete Article 28 schedule or transfer mechanism. Map it against the MSA's broader data-use clause and resolve the conflict.

Guided practice

The provider says its UK server means no international-access review is needed. What evidence refutes that factual premise, and what conclusion must you avoid?

Feedback

The support-download activity contradicts a storage-only map. Request location, recipient relationship, access and applicable safeguards. Do not declare a transfer unlawful or cleared from the country label alone; the applicable regime and facts still need analysis.

Practice assignment

Rehearse on base-case Lantern L07–L08: submit a data-flow table, three source-to-control entries and a 400-word approval note, linking one data decision to liability and one to exit. Mark unknown facts and explain what evidence would permit review to proceed. After feedback, complete the separate published AT1 specimen using its changed figures; it is not an unseen assessment. Never substitute real client or employee information.

Participation

The pod simulates a design review: privacy, security, operations, procurement and legal roles. Identify one assurance that needs evidence and one contract change that needs operational ownership. Each learner submits a distinct review note.

Source study

Read UKGDPR28 and ICO28: identify the processing particulars before checking minimum terms. For the optional Kenya extension, use the companion lab's selected Act provisions, labelling the version and unresolved current-law checks rather than claiming equivalence. Do not treat either activity as a complete jurisdictional privacy qualification.

Readings for this unit

UK GDPR, Article 28: processor — UK data protection; read applicable amendments and commencement. Read: Article 28(2)–(4) and (9); amendment annotations. Check: Map particulars and required terms to the actual activity, not merely the processor label.

ICO: what needs to be included in the contract? — UK data protection. Read: Processing particulars; instructions; subprocessors; assistance; end-of-contract; audits. Check: Compare the explanation with the legislation and record the Data (Use and Access) Act review notice.

Kenya Law: Data Protection Act, Cap. 411C — version 31 December 2022 — Kenya; pinned consolidated version 31 December 2022; check subsequent changes and subsidiary legislation. Read: Sections 2, 4, 25, 30, 41–43 and 48. Check: Optional separate Kenya extension: follow the companion lab after the UK activity map; distinguish scope, duties and transfers rather than assume UK equivalence.

A13 | Procurement, alternatives and negotiation preparation

Learning focus

Prerequisite: A07–A12. Build a linked negotiation package with an evidenced alternative and a clear mandate. Preparation is assessed through reasoning, not confident claims about leverage.

First pass: choose the two decisions your A12 review leaves with the sponsor and identify the evidence for one alternative. Move on when every concession in your proposed package has a linked return, an authority limit and a workable no-agreement option; a confident opening alone is not preparation.

Study notes

Negotiation preparation starts with objectives and alternatives. Record what the client needs, what it prefers, what it can trade and what it cannot accept without escalation. A position is a proposed term; an interest is the reason behind it. “We need immediate termination” may reflect a genuine continuity concern that could also be addressed by exit assistance, a cure mechanism or a shorter commitment.

Estimate the consequences of no agreement rather than inventing leverage. Is another supplier available? What transition cost and delay would occur? Which statements may be made to the counterparty? Misrepresenting a competing offer is not professional competence. Consider both sides' implementation constraints, not just negotiating tactics.

Procurement due diligence should connect findings to decisions. A missing security response may block a data-dependent service but be irrelevant to another purchase. A scoring model needs defined criteria and evidence; a high commercial score must not automatically cancel an unresolved legal requirement. Separate supplier selection, risk acceptance and contract authority.

Prepare a negotiation sheet with issue, preferred position, rationale, fallback, trade, authority and unresolved information. Mark linked concessions. Accepting a longer term may only be worthwhile with price protection and exit support; offering those concessions independently loses the intended package. Preserve the approval trail and avoid silently expanding your mandate.

Conflicts may arise in selection as well as company governance. A personal relationship with a bidder should be surfaced through the applicable process, not resolved by private intuition. The teaching example's declaration process is an organisational control; actual professional and procurement duties require the appropriate regime. [SRA: statement of solicitor competence](#)

Worked example

Fictional Vale needs reporting during a two-day annual event. Supplier offers a £2,000 discount for a longer commitment. Vale has an evidenced alternative provider costing £3,000 more, but migration would take four weeks; the event is two weeks away.

Completed negotiation row: "Issue: event continuity. Interest: complete reporting during those two days. Proposed package: agree the discount/term extension only if the event support window, tested recovery and exit assistance are acceptable and sponsor approval is obtained. Fallback: retain the shorter term at the original price, with enhanced event support separately priced. Authority: recommendation only; term extension needs fresh instructions."

No-agreement note: "The alternative exists but is not ready for this event. Validate whether a temporary manual reporting process can bridge the gap. Do not claim the alternative can launch in two weeks or threaten immediate switching on the supplied evidence." This makes the cost and timing of the alternative visible instead of inventing negotiating strength.

Guided practice

The alternative provider confirms a tested one-week migration at the same cost. Update the preparation sheet without sending an ultimatum.

Feedback

Revise the evidenced alternative and switching timetable; seek the client's instruction on acceptable disruption and price. Better alternatives may change the fallback, but do not automatically authorise a commitment, a false threat or disclosure of confidential information.

Practice assignment

For Lantern, build a seven-issue negotiation sheet using L09. Define a proposed package of three linked concessions and the point at which you must seek instructions. Prepare a two-minute opening statement and a 250-word no-agreement analysis. Do not assume you can accept a higher cap merely because the supplier offers a discount.

Participation

Exchange opening statements but not confidential role instructions. Peers identify interests, assumptions and authority limits. Submit your own revised strategy. A facilitator should avoid grading negotiation solely on whether agreement was reached.

Source study

For optional professional comparison, read SRA B6 and the contracting lifecycle in WORLDCC. Identify evidence that your preparation supports informed decisions rather than a performance of confidence.

Readings for this unit

SRA: statement of solicitor competence — England and Wales. Read: B6. Check: Optional benchmark: show that objectives, alternatives and authority support informed negotiation.

A14 | Negotiation, concessions and professional response

Learning focus

Prerequisite: A13. Conduct a short negotiation, track conditional proposals accurately and produce a handover. Rehearse before the separately facilitated N1 assessment.

First pass: use A13's preparation method to log one conditional exchange before attempting the full rehearsal. Move on when the handover accurately distinguishes an offer, approval and agreement, including after a changed instruction. Use that correction to prepare for N1; do not count the rehearsal as an observed assessment.

Study notes

An effective negotiation is a sequence of listening, testing, proposing, checking authority and recording. Ask why a term matters before rebutting it. Summarise the other side's concern accurately, then explain your proposed allocation. A proposal should state its conditions: "We can recommend X if Y is accepted and our sponsor approves Z." Do not present a recommendation as final authority.

Track concessions as packages, with status. "Discussed," "agreed in principle," "approved" and "executed" are not interchangeable. When commercial assumptions change, revisit the linked provisions. A last-minute extension may affect pricing, service levels, renewal, termination and the cap basis. Updating only the term length can create a new incoherent agreement.

Handle disagreement by separating unresolved fact from contested preference. If the parties disagree over data access, obtain the technical fact. If they agree on the fact but differ over who bears its risk, surface the commercial/legal choice. Escalation should include alternatives and consequences, not merely "the other side refuses."

Remote negotiation requires deliberate documentation. Circulate a concise note of proposed outcomes and reservations through the approved channel. Preserve the source version and avoid accidental acceptance language. If a concession is outside your instructions, pause. A successful exercise may end without agreement when the available mandate cannot responsibly support one.

Individual competence includes communication under pressure. Be clear without being dismissive, identify mistakes promptly and revise a position when evidence changes. The observer assesses reasoning and professional conduct, not accent, speed or dominance. SRA: statement of solicitor competence

Worked example

Fictional supplier: "We offer 10% off the £10,000 monthly fee if you accept another twelve months by automatic renewal." Buyer analyst: "I can recommend that package, not accept it. Please confirm the notice period and price during renewal; my sponsor must approve the longer commitment." Supplier: "Ninety days' notice; same discounted price."

Issue	Completed log entry	Owner/next action
Discount and renewal	Supplier offer: £9,000 monthly, linked to automatic twelve-month renewal; not accepted	Sponsor to compare full-term exposure and exit practicality
Notice	Ninety-day period proposed; service method and expiry still to be checked	Analyst to reconcile notice clause and reminder process
Authority	Analyst has recommendation authority only	Obtain sponsor instruction before communicating acceptance

Completed handover: "Price offer received, with renewal as a condition. No agreement reached. The £1,000 monthly saving is not independently available on these instructions. Please decide whether to pursue the linked commitment after the notice review." This matches the actual exchange; it does not turn politeness into approval.

Guided practice

The supplier's recap says "10% discount agreed; renewal to be discussed." Draft a correction.

Feedback

"Our discussion concerned a conditional offer, subject to renewal terms and sponsor approval. Neither element has been accepted; please revise the recap accordingly." Preserve the exchange and route the correction through the authorised channel. Do not accept a favourable but inaccurate record.

Practice assignment

Rehearse a ten-minute or written negotiation on the public £10,000/10%-discount example. Buyer may recommend only; supplier may offer the discount only with renewal. Introduce a public change: buyer's sponsor now permits no automatic renewal. Submit your own concession log and a 300-word handover,

including a viable next step if agreement is unavailable. Then complete the separate N1 simulation if a facilitator has allocated private roles. A solo learner may write both sides of the rehearsal but must label it self-study, not observed performance.

Participation

Observers each identify one instance of effective listening, one untested assumption and one authority checkpoint. Participants respond individually to the observation they most disagree with. Agreement is not required for participation credit.

Source study

For optional professional comparison, review SRA B6 and C1–C3 against your record. Distinguish a justified change of position from inconsistency caused by losing track of instructions.

Readings for this unit

SRA: statement of solicitor competence — England and Wales. Read: B6 and C1–C3. Check: Optional benchmark: distinguish listening, a conditional proposal and an authorised commitment.

A15 | Breach, exit and continuity

Learning focus

Prerequisite: C04 and A10–A14. Prepare a review-only notice and an operational exit sequence.

Distinguish evidence preservation, remedy analysis and authority to terminate.

First pass: retrieve C04's preservation method, then separate today's continuity action from a possible later termination decision. Move on when your sequence identifies notice/cure dependencies, a usable interim option and who may decide. Carry the existing Lantern rights and remedy analysis into the exit plan.

Study notes

Termination ends or changes future obligations only as provided by the contract and law; it does not make every existing obligation disappear. Identify the termination ground, notice method, recipient, effective date, cure opportunity and consequences. Terminating without a valid basis can itself create legal exposure. A business desire to exit is not proof that a contractual termination right exists.

Separate an incident response from a termination decision. The first priorities may be continuity, evidence and information needed to evaluate rights. Record what happened, which obligation is affected, available workarounds and who can authorise action. Do not destroy records or waive positions accidentally while trying to fix the operational problem.

An exit plan should cover access, migration, data return/deletion, licences, assistance, fees, subcontractors, records and residual claims. "Supplier will cooperate" is difficult to implement without scope, duration, rates and responsibilities. Identify tasks that must occur before access ends. A right to receive an export is incomplete if the format cannot be used by the replacement provider.

Read survival clauses with the actual obligations. Confidentiality, payment, IP rights and dispute provisions may have different intended durations and legal effects. An indiscriminate survival list can preserve obligations never intended to continue. Likewise, a broad "sole remedy" term can alter the relationship between credits, damages and termination; identify the interaction rather than assuming a heading controls.

When a dispute emerges, obtain current advice on deadlines, notices and preservation. Negotiating a business solution does not necessarily stop time running. CPR31 is a procedural reading resource, not a universal instruction for every dispute or arbitration. [Civil Procedure Rules, Part 31](#)

Worked example

Assume a fictional contract requires a written breach notice by tracked post to its designated contract manager and allows termination for a material breach remaining uncured thirty calendar days after a valid notice. An outage occurred yesterday; no notice has been served and materiality is not yet decided.

Completed decision sequence: preserve logs and restore service → verify obligation, breach/materiality and notice mechanics with counsel → obtain authorised decision → serve only the reviewed notice → track receipt and cure → reassess rights before any termination. An operational wish to leave cannot skip those dependencies.

Draft extract — NOT FOR SENDING: "To: [verified contractual recipient/address]. We refer to clause [confirmed provision] and the outage on [verified date/time]. The attached incident record describes the failure requiring correction. Please provide the corrective action and completion evidence required by the agreement. This draft does not state that termination has already occurred." Brackets are deliberate blockers, not a finished notice; counsel must settle sufficiency, reservations, method and any deadline.

Completed continuity row: "Before access closes: Operations tests an export with the replacement system; Security approves transfer/access; Legal confirms continuing licence and retention basis; owner records successful import. Status: blocked until evidence exists."

Guided practice

A manager has already emailed "terminated immediately." What is the next step?

Feedback

Preserve and urgently escalate that communication for authority, validity and exposure review. Do not assume either effective termination or harmless invalidity. Maintain continuity and verify the agreed notice route; a later draft should not silently replace the historical email.

Practice assignment

Using Lantern's exit clauses and a fictional repeated outage, write a decision tree and 30-day transition plan. Identify evidence to preserve, the notice/authority review, migration dependencies and remaining payment questions. Draft a notice for review, clearly marked "not for sending." Include an alternative if termination is not presently available.

Participation

Run a tabletop interruption exercise. Operations announces that access will end tomorrow; legal must explain the needed checks without leaving the business without a plan. Submit your own prioritised actions and accountable owners.

Source study

Return to C02's distinction between entitlement and remedy. Use CPR31 to frame an evidence question and identify the procedural assumptions that would need confirmation.

Readings for this unit

Civil Procedure Rules, Part 31 — England and Wales. Read: Rules 31.1, 31.19 and 31.22. Check: Identify procedural assumptions and use limits; this source does not determine the contractual termination right.

RTS Flexible Systems v Molkerei Alois Müller [2010] UKSC 14 — England and Wales. Read: Paragraph 45. Check: Keep evidence of communications distinct from a conclusion about the resulting contractual position.

A16 | Comparative contracting without false equivalence

Learning focus

Prerequisite: C01–C02 and A10. Distinguish two specific New York statutory routes. This is a bounded comparison, not a course in New York contract remedies or civil procedure.

First pass: read each provision's scope before inserting a transaction value into the table. Move on when you can explain why meeting a monetary condition does not settle enforceability and why the governing-law route does not establish the forum route. Keep this comparison in a separate file from Lantern's English-law advice.

Study notes

Comparative work should begin with a precise question, not a translation of a familiar template. Separate governing law, forum, arbitration, service of proceedings, enforcement and mandatory rules. Selecting one system for contract interpretation does not settle every question connected with the transaction.

New York General Obligations Law section 5-1401 provides a statutory route for specified choice-of-law agreements involving transactions of at least \$250,000, subject to its terms and exceptions. Section 5-1402 addresses a distinct forum route with, among other conditions, a \$1 million threshold and submission to New York courts. Read both complete provisions. Failure to meet a statutory route is not itself proof that every choice clause is invalid; both sections preserve questions about other enforcement routes. [New York General Obligations Law section 5-1401](#) [New York General Obligations Law section 5-1402](#)

The comparative lesson is disciplined distinction. Do not transfer UCTA analysis to New York or assume that a New York choice provision validates every substantive term. Ask counsel in the relevant jurisdiction to assess the actual contract, activity, forum and enforcement context. A New York-law services clause should not be treated as a statement of law across all US states.

Build a comparison matrix: issue, English-law source/analysis, New York source/analysis, material difference, facts needed, reviewer. Add a home-market column only when you have a reliable source and appropriate expertise. "Not yet researched" is a valid cell; inventing uniformity is not.

Scope the output for its reader. A business decision may require understanding litigation cost and practical enforcement, not a page of unexplained statutory citations. Present options and legal dependencies. Preserve the distinction between an academic exercise and permission to advise a real cross-border client.

Worked example

Assume the listed transaction value is the relevant aggregate, the contract is otherwise within each provision's scope, and the specified choice-of-law and submission terms exist. These assumptions require checking, especially excluded labour/personal-services or personal/family/household transactions under section 5-1401.

Transaction	Section 5 - 1401 monetary condition, at least \$250,000	Section 5 - 1402 monetary condition, at least \$1m	Safe conclusion
\$200,000	Not met	Not met	These statutory routes are not established; other routes still need analysis
\$600,000	Met	Not met	Do not extend the law - route threshold to the court - route threshold
\$1.2m	Met	Met	Monetary conditions alone do not decide every remaining condition or the merits

Completed note on the middle row: "The \$600,000 value meets the stated monetary condition for the section 5-1401 route but not section 5-1402. This does not by itself invalidate the forum clause. Obtain New York advice on the complete agreement, applicable exceptions and other enforcement routes." A clause selecting a forum also does not establish substantive enforceability of every other term.

Guided practice

Change the \$1.2m transaction to an employment/personal-services agreement. Can the table alone support the same conclusion?

Feedback

No. Re-open the scope/exception analysis before relying on the monetary comparison. The value is unchanged, but the excluded activity may defeat the premise. A reusable research record needs both the threshold and its conditions.

Practice assignment

Prepare a 650-word comparative note on fictional transactions worth \$200,000, \$600,000 and \$1.2 million. Assume commercial services, then identify how an excluded activity could change the analysis. Distinguish statutory conditions from overall enforceability and list questions for counsel. Do not convert Lantern's GBP price using an invented exchange rate.

Participation

Each learner challenges one overbroad proposition supplied by a peer and replaces it with a narrower accurate statement. Explain the commercial consequence of the correction.

Source study

Read NY1401 and NY1402 in full, including exceptions and savings language. Revisit UCTA's territorial/transactional scope. Record the limits of the comparison rather than presenting either source as a global rule.

Readings for this unit

New York General Obligations Law section 5-1401 — New York. Read: Section 5-1401 in full, including exceptions and savings. Check: Identify the law-route monetary condition and why an excluded activity changes the analysis.

New York General Obligations Law section 5-1402 — New York. Read: Section 5-1402 in full. Check: Identify the distinct court-route conditions; explain why failure of this route is not universal invalidity.

A17 | Contract data and reliable migration

Learning focus

Prerequisite: C04 and A15. Preserve document identity and uncertainty during migration. Use the twenty-row dataset plus `migration-documents.pdf`; missing source extracts must remain unverified.

First pass: review the ALT-01/ALT-01A document pair and transform one sourced field before cleaning all twenty records. Recall C04: a later document changes the evidence, not the historical record. Move on when a reviewer can reconstruct your fields, reproduce two supported reminders and see why the incomplete business-day calculation remains blocked.

Study notes

A contract repository becomes useful when its data reflects the documents and decisions behind it.

Define a schema before importing records: entity, counterparty, agreement/version, status, dates, notice mechanism, obligations, owner, source location and uncertainty. Do not merge a supplier brand with its legal entity or an amended expiry date with an original one.

Treat unknown, not applicable and missing as different states. A blank renewal field could mean no renewal right, a missing schedule or an extraction failure. For each consequential field, preserve the source and confidence/review status. Use controlled values where possible, but allow an exception rather than forcing inaccurate data into an existing category.

Migration is a reconciliation process: inventory sources, map fields, transform carefully, test, compare counts and totals, resolve exceptions and approve release. Never discard originals because the new database looks cleaner. Duplicate detection needs a rule: identical filenames may contain different versions; different filenames may contain the same agreement.

Date calculations require semantics. A notice period may use calendar days, business days, a deemed-service rule or a particular time zone. An extracted number alone cannot establish a safe notice deadline. Keep calculation assumptions visible and route ambiguous cases to review. Set reminders with a margin appropriate to the actual process, not a guessed legal rule.

Test access as well as values. A shared operational dashboard should not expose confidential text unnecessarily. A supplier relationship owner may need renewal timing without access to privileged analysis. Legal operations improves delivery when data, people and permissions work together. [CLOC: what is legal operations?](#)

Worked example

Separate teaching records T01 and T02 concern Elm's service. T01 is a signed agreement ending 31 December 2026; T02 is a draft amendment proposing 30 June 2027. A filename on T02 says "final."

Field	Completed cleaned value	Provenance/status
Baseline expiry	31 December 2026	T01 signed extract; scope still subject to complete - set review
Proposed expiry	30 June 2027	T02 draft; not promoted to operative date
Relationship	Proposed amendment to T01	Preserve both records; not a duplicate to discard
Renewal deadline	Not calculated	Notice wording/method not supplied

Transformation log: "Kept both versions. Normalised date format only. Did not infer execution from filename. Created an amendment-review exception." A lower exception count would not improve this result if achieved by assuming the draft is signed.

Guided practice

A signed amendment is later supplied but changes only fees. Does its later date establish the proposed extension?

Feedback

No. Read what the amendment actually changes and identify its relationship to the draft. Later signature does not validate every earlier proposal. Update the fee field with its source and preserve the unresolved extension question.

Practice assignment

Clean the twenty-row Lantern legacy dataset using `migration-documents.pdf` where an extract is supplied. Other rows are imported assertions, not verified contract facts. Submit a schema, untouched input, cleaned output, exception log and five validation rules. Separate fee amount, currency and billing period. Produce two reminder calculations only from supplied complete exercise timing rules, and one blocked calculation. Preserve ambiguity; do not invent missing source documents.

Participation

Another learner attempts to reconstruct three output fields from your sources and transformation log. Record where traceability fails and repair it. Do not reward a low exception count achieved by hiding uncertainty.

Source study

For optional context, use CLOC's operational description as context. Inspect your actual dataset and source documents for field definitions; a professional framework cannot establish an individual contract's expiry date.

Readings for this unit

[CLOC: what is legal operations?](#) — Professional framework, not law. Read: What is legal operations? / core functions. Check: Optional context: relate source reliability to knowledge and work management. Dataset dates must be verified from documents.

A18 | Workflow design, permissions and failure testing

Learning focus

Prerequisite: A07 and A17. Implement and test a version-bound approval transition. A paper state table is an acceptable working prototype if another person can execute its rules.

First pass: connect A07's approval matrix to one verified A17 record and test Review → Approval before designing every transition. Move on when the same rules permit the exact authorised next step and reject a changed version or wrong actor. Do not judge the prototype solely by how many actions it blocks.

Study notes

A workflow is a set of states, transitions, responsible roles and evidence. For a contract, useful states might include requested, awaiting information, review, negotiation, approval, signature, active and closed. Define who can move an item, what must be true, and what happens when the condition is not met. A diagram without transition rules is only an illustration.

Separate preparing, approving and executing consequential actions. A reviewer may recommend approval, while a budget owner authorises spend and a signatory executes. Preserve each decision rather than using one ambiguous "approved" flag. The process must handle rejected proposals, missing approvers, changed facts, expired authority and corrections after release.

Automate reminders and structured routing before automating legal judgment. Use the narrowest permissions needed. A system should not let a routine service account sign documents or export an entire repository because it needs to update a status. Audit logs should identify the actor, action, time and relevant version without unnecessarily exposing content.

Build test cases from failure modes: incomplete intake, duplicate submission, changed document after approval, unreachable reviewer, denied access and a malicious instruction in uploaded content. An approval tied to one version should not silently authorise a revised version. Define retries, escalation and a manual fallback.

Measure useful outcomes: time from complete intake to first review, rework, outstanding blockers and overdue obligations. Separate waiting time from active work so a metric does not unfairly penalise the wrong team. A faster workflow that creates unauthorised commitments is not an improvement. [CLOC: what is legal operations?](#)

Worked example

Fictional contract v3 has finance approval for its stated price and counsel's review of its terms. The supplier uploads v4 to the same filename after changing the term. The workflow stores the content fingerprint, not just the path.

From → to	Permitted actor and guard	Observed test result
Review → Approval	Analyst submits the complete v3 package, not an acceptance	Pass: package routed; no signing permission granted
Approval → Signature	Release owner checks required decisions bind to v3	Pass only for that exact approved version
Signature-ready v3 → revised v4	Upload permitted; approval does not carry over	Pass: v4 goes to Review, signature dispatch blocked
Review → Active	Analyst attempts to skip signature	Denied; no executed-version evidence

Completed failure record: "T03; expected: block v4 release; observed: blocked with reason 'version differs from approval'; actor: test analyst; next action: obtain review/approval of v4." A message saying "permission denied" without evidence of the attempted state/action would be insufficient testing detail.

Guided practice

The approver is on leave and a service account has document-upload permission. May it approve v4 to clear the queue?

Then test a permitted route. In this separate fictional continuation, the designated finance, legal and security reviewers have recorded their required decisions for v4's exact fingerprint, the release owner has checked that the package is complete, and the authorised signatory is available. An unchanged v4 is submitted by the release owner for signature. What transition should the workflow allow, and what must it not claim yet?

Feedback

No. Upload authority is not approval authority. Route to an authorised delegate if one exists; otherwise remain blocked and report the impact. A manual fallback must preserve the same guard, not bypass it.

For the second case, allow Approval → Signature for that exact v4 and authorised actor. Record the supporting decisions; do not mark Active before the stipulated execution evidence exists. Refusing this authorised transition without an additional evidenced reason is also a workflow defect. This changes the fictional test record only; it authorises no real signature or dispatch.

Practice assignment

Create a working configuration or clickable/manual state prototype for Lantern. Include an approval matrix, seven transitions and at least eight tests, including denied access, changed version and unavailable approver. Submit the test results and a 400-word operational handover. No live integrations or real outbound messages are needed.

Participation

Pods swap prototypes and attempt only authorised failure tests. The builder responds with fixes or explicit accepted limitations. Each learner explains one trade-off between convenience and control.

Source study

For optional context, use CLOC for service-delivery context and NIST for an AI-related failure scenario. Identify which controls are ordinary workflow controls rather than model-specific safeguards.

Readings for this unit

[NIST AI Risk Management Framework: Generative AI Profile](#) — Technical risk-management reference, not law. Read: Section 2.9 (Information Security); Section 3 action GV-3.2-003. Check: Identify an AI-specific input risk and an explicit permitted/refused action; separate these from ordinary permission/version controls.

[CLOC: what is legal operations?](#) — Professional framework, not law. Read: Service delivery and technology functions. Check: Optional context: identify the responsible operational owner of the workflow.

A19 | Post-award performance and relationship management

Learning focus

Prerequisite: A09, A15 and A18. Translate agreed terms into an obligation register that distinguishes supplier delivery, internal review and contractual rights.

First pass: turn one term from your labelled exercise agreement into a supplier obligation and a separate internal follow-up. Move on when every metric has a denominator and each overdue item identifies the correct owner and source. Extend the existing matter file; do not invent a newly signed Lantern agreement.

Study notes

Signature transfers work to an operating relationship; it does not eliminate legal responsibility. Build an obligation register with actor, trigger, required action, due rule, evidence, owner and escalation. Distinguish ongoing duties from one-time milestones and conditional rights. A renewal opportunity is not an obligation to renew.

Performance management should connect contractual promises to actual information. A service metric needs a defined calculation, reliable data and an owner who can act. Record supplier explanations and disputed measurements. A dashboard colour alone cannot show whether a contractual remedy is available.

Relationship meetings should have an agenda: performance, changes, risks, actions, decisions and upcoming deadlines. Track action closure through evidence rather than a verbal statement. Use change control to preserve the bargain when circumstances shift. A business team may agree a workaround that has cost, liability or scope implications; identify when that needs contractual approval.

Portfolio reporting should separate facts, estimates and decisions. Useful measures include contracts with assigned owners, unresolved high-priority exceptions, renewal decisions due, implementation of agreed controls and avoidable rework. Avoid treating all contracts or all risks as equal. Explain denominators and data gaps.

An exit review captures lessons for the next procurement: which terms mattered, which were impractical, what data was missing and how the relationship actually performed. This makes institutional knowledge more valuable than a static precedent folder. [WorldCC certification programme overview](#)

Worked example

For a separate fictional contract, assume the signed schedule requires a security report within five business days after month-end. The customer's internal policy requires its security owner to review it within two business days of receipt. Those periods are supplied exercise terms, not law.

Record	Source/trigger	Owner/action	Evidence and status
O-01 supplier report	Signed schedule S4; month-end	Supplier delivers report under agreed timing rule	Receipt recorded; delivered, contents not yet assessed
O-02 internal review	Customer policy P2; receipt of report	Security owner checks exceptions, access changes and unresolved incidents	Review record absent; internal control overdue if its due rule is met
O-03 escalation	Policy P2; unresolved critical finding	Security owner routes decision to sponsor and counsel where needed	Decision and corrective-action evidence required

Completed management summary: "Report received, but control review is outstanding. Assign a substitute reviewer and establish whether any issue needs contractual action. Receipt is not evidence of a clean security posture." Do not report supplier breach simply because the customer failed to perform its internal review.

Guided practice

The report arrives on time but omits the access-change information expressly required by S4. Which records change?

Feedback

Retain the receipt event but mark O-01 incomplete against the agreed content requirement. O-02 should record the omission and request correction; assess any remedy under the contract. Do not erase timely receipt or mark every dimension "complete."

Practice assignment

Using Lantern's signed-for-exercise position as approved by your facilitator, prepare a quarterly operating pack: six obligations, three performance metrics, a change log and a renewal/exit decision plan. If no facilitated negotiation occurred, label your assumed position explicitly. Submit a two-page management report with action owners and uncertainties.

Participation

Hold a simulated supplier review. Rotate chair, supplier, operations, analyst and recorder. The recorder must distinguish a proposed change from an approved one. Each learner submits a follow-up action they personally own in the exercise.

Source study

For optional context, read WORLDCC's distinction between contracting and ongoing relationship management. Connect two lifecycle concepts to evidence in your operating pack rather than reproducing the framework.

Readings for this unit

[WorldCC certification programme overview](#) — Professional framework, not law. Read: Contract lifecycle / programme overview. Check: Optional context: distinguish contract performance from internal operating control; use the actual schedule for duties.

A20 | Integrated AI-enabled contract operations

Learning focus

Prerequisite: C06 and A17–A19. Make a deployment recommendation from an end-to-end comparison, holdouts and failure tests. A justified decision not to automate can be strong work.

First pass: trace one A17 field through A18's permission check to A19's next action. Move on when your recommendation follows actual end-to-end evidence and distinguishes familiar practice from fresh evaluation. Apply the shorter Northfield transfer exercise after feedback, before final capstone readiness.

Study notes

An integrated workflow combines legal understanding, data quality, human responsibilities and tools. Begin with a measurable problem such as routing complete intake or identifying conflicting notice terms. Define the expected output and who may rely on it. A general chatbot interface is not an operating model.

Create a test set representing ordinary documents, exceptions and meaningful edge cases. Include amendments, missing schedules, conflicting dates and clauses that look similar but differ legally. Split development examples from holdout examples. Record both missed issues and spurious alerts, and weight consequences rather than optimising one headline accuracy number.

Evaluate the entire process: input permissions, source retrieval, extraction, legal review, approval and export. A model may perform well while the overall workflow leaks data or sends an unapproved conclusion. Test what happens on timeout, unreadable files, a changed model version and an instruction embedded inside evidence. Maintain a manual route for completing the task safely.

Use a deployment decision card: task/scope, approved data/tools, test evidence, residual limitations, owner, monitoring, rollback and change trigger. Improvement claims need a baseline and method. If review time rises because the tool creates subtle errors, faster first drafts do not establish productivity gains. [NIST AI Risk Management Framework: Generative AI Profile](#)

Portfolios should show judgment, not a marketing demo. Include an example where the system failed, how the failure was detected and what you changed. You may conclude that a simple rule, a spreadsheet or human review is better for the current task. The academy assesses that reasoning rather than loyalty to any AI vendor.

Worked example

In a fictional ten-document trial, unaided reviewed extraction takes 60 minutes. Assisted extraction takes 10 minutes to generate, 45 minutes to verify and 20 minutes to correct a missed amendment. These are supplied teaching observations, not a claim about a real model or workplace.

Measure	Unaided	Assisted	Interpretation
End-to-end reviewed time	60 min	$10 + 45 + 20 = 75$ min	Assisted route costs 15 more minutes in this trial
Critical error after initial extraction	Baseline error record still needed	One wrong renewal date	Generation speed is not safe usable output
Holdout performance	Not yet measured	Not yet measured	No generalisation claim supported

Completed decision card: "Do not enable automatic reminders. Restrict the prototype to source-linked indexing, retain human interpretation, add amendment-conflict cases and test fresh holdouts. Owner: exercise operations lead; expansion requires evidence of reviewed accuracy and effort, permission tests and a rollback route." This is a narrower proposed scope, not deployment approval.

Guided practice

After changes, the same ten documents take 40 minutes. Can you claim a reliable productivity gain?

Feedback

You can report the observation with the reuse limitation, not a general gain. The documents have informed tuning and may be familiar to the reviewer. Test fresh, relevant holdouts and comparable human effort; report severity and remaining uncertainty, not just the faster time.

Practice assignment

Rehearse an integrated handover using three records from your A17 work and one obligation from A19. Connect source status, workflow permission and the next operational decision. Run a changed-version failure test and write a 400-word deployment recommendation, using your actual observations or clearly labelled supplied observations. Refine those existing artifacts for AT2 after feedback; do not reclean an identical dataset solely to generate a second submission. AT2's two evaluation holdouts must not have

informed tuning: agree fresh fictional records with a reviewer if the relevant examples are already familiar, and label a self-authored or disclosed test honestly. Do not report simulated time savings as measured employer productivity.

Participation

Each pod holds a deployment review. The presenter must answer an unexpected failure scenario. Reviewers can approve for a narrower scope, request evidence or reject deployment. Submit the final decision card individually.

Source study

Revisit NIST's risk-management approach and CLOC's operational purpose. Explain how one evaluation result changes a legal-delivery decision, and identify what evidence would justify expanding scope later.

Readings for this unit

[NIST AI Risk Management Framework: Generative AI Profile](#) — Technical risk-management reference, not law. Read: Section 3 actions MS-2.5-001, MS-2.5-003 and MS-2.5-006; revisit Section 2.2 as needed. Check: Connect evidence, source verification and changed conditions to a narrower use, monitoring or refusal-to-deploy decision; do not extrapolate from a small familiar set.