
COURSE READER / SEPTEMBER 2026

Commercial Contracts & Legal Operations

The complete study reader: shared professional core, specialist units, Project Lantern and practice resources.



AI-generated editorial image

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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.

Start here

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Editorial study preview. Fictional matters; not legal advice, bar preparation, practising authority or an accredited award. Jurisdiction-qualified sign-off and assessment calibration have not been completed. Assessed awards are not active.

Start with the [learning route](#) for the practical starting check and study sequence, then the [learner handbook](#) and [study map](#). Follow each unit's first pass and move-on check; attempt guided practice before reading feedback. Submit your own work through the corresponding academy lesson. Formative quizzes run inside the LMS; the offline pack does not contain quiz or summative answer keys. Open [reader.pdf](#) for the complete course reader, or the individual PDFs for a particular resource. Each PDF includes searchable text and document bookmarks. Use the CSVs and formula workbook in a spreadsheet application and preserve an untouched original. The HTML reader is an accessible, reflowable alternative. These are original teaching extracts, not complete executable transaction documents. No paid AI subscription is required. Linked primary readings may require internet access; they are not reproduced in the pack. Facilitated assessments require a qualified assessor and agreed conditions.

[Formula workbook](#) · [Every formula and result in text](#) · [Workbook instructions](#) · [Extraction records](#)

Your learning route

Use this once before C01, then return at the checkpoints below. The aim is increasingly independent, usable work within a defined scope—not memorising a model or becoming qualified to advise in every jurisdiction. This is a study aid, not a validated admissions test or the proposed longer foundation bridge.

If you are new to this specialism but already comfortable with legal reading, attempt the starting check and use it to identify gaps. If you are new to legal study, work through the check and core with support and a slower pace. The six core units do not supply the full foundation of a law degree. Persistent difficulty with source interpretation or basic contract/entity concepts calls for further foundation study before a specialist pathway, not more speed.

Starting check — try before reading the feedback

Use fictional material only. Try these four stations without generative AI so you can see what you already understand. A calculator and labelled text calculations are fine. Keep one short working note; there is no separate graded submission or numerical pass mark. Count this work inside your C01 study time. Take a break or seek an accessible format when needed; speed is not the criterion.

1. Read a clause, then read the evidence

Original exercise clause: "The project owner shall give written acceptance only after all four named report tests pass. Pilot use is not acceptance." A test log records three passes and one duplicate-row failure. The supplier's email says "delivery complete." The owner says "start the pilot; please fix the failed report."

Write two supported facts, one conclusion not established, and one next action. Do not decide an entire dispute from this extract.

2. Check what a real source supports

Open Companies Act 2006 section 43, including subsection (2), from the reading index. A draft note claims: "The statute means any manager can sign for the company, regardless of authority." Identify the subsection relevant to a person acting for the company. Record source, jurisdiction/scope, pinpoint, a correction and one fact the statute cannot supply. If you cannot access the source, record that access problem and seek an authorised copy; do not pretend to have read it. [Companies Act 2006, section 43](#)

3. Follow the units and the recipient

All figures here are GBP, not £000. A service costs £800 per month for twelve months plus £1,200 implementation. The approved commitment budget is £11,000. Calculate the commitment and budget headroom. Then use a separate express price formula: enterprise value £100,000 – included debt £20,000 + included cash £5,000, with no other adjustment. What is a 60% secondary payment? Who receives a separate £10,000 primary subscription? Show formulas, not just results.

4. Make a usable decision note and preserve the record

Your exercise mandate permits recommendations only. Version 2 of a draft contains a twelve-month term; version 3 changes it to twenty-four months. Finance approved version 2 only. In at most 80 words, tell the supervisor what changed, what can continue, what decision is needed and who should act. Keep v2, label v3 and record the change. Use a text note if document comparison software is unfamiliar.

Starting-check feedback and repair route

1. Evidence: three tests passed and one failed; the owner's message permits a pilot. Written acceptance under the supplied procedure is not established. Request correction and a retest, preserving the messages. "Everything delivered" ignores the failed test; "nothing useful happened" ignores the three passes. If difficult, revisit C01's fact/assumption method and C04's chronology before expanding the exercise.
2. Source: section 43(1)(b) concerns a person acting with express or implied authority; it does not grant authority to every manager. Subsection (2) also matters to applicable formalities. A completed record might say: "England and Wales company-contract context; CA 2006 s43(1)(b) and (2); manager's actual authority and contract-specific formalities still require evidence." C01 develops this distinction. Finding a real link without reading it is not source verification.
3. Numbers: $800 \times 12 + 1,200 = \text{£}10,800$; headroom = $11,000 - 10,800 = \text{£}200$. Price-model equity = $100,000 - 20,000 + 5,000 = \text{£}85,000$; secondary payment = $85,000 \times 0.60 = \text{£}51,000$ to selling holders. The separate $\text{£}10,000$ subscription goes to the company. None of those calculations establishes approval or actual payment. If percentages are difficult, write $60\% = 60/100 = 0.60$ and repeat with 50% before C03. If the recipients are unclear, draw two separate arrows.
4. Communication: "Version 3 extends the commitment to twenty-four months; finance approval covers v2 only. I can compare the changed terms and update the exposure model, but cannot approve or communicate acceptance. Please ask the designated finance approver and sponsor to review v3's full commitment before release. I have retained both versions and recorded the change." C05 develops this decision-first approach; A18/B20 later test the release rules.

Use the results to choose support, not to label yourself "ready" from four answers. Correct a weak station, then try a different figure or changed fact without its feedback. Take the original and corrected note to your reviewer. If studying alone, label that evidence self-review; it is useful but not independent assessment.

The sequence and the evidence to carry forward

Do the core once, then choose one specialist pathway. Topic IDs identify teaching units, not competency awards. The "First pass" and "Move on" guidance at each unit identifies a smaller start and an observable check; it does not lock the platform or confer a pass.

The sequence and the evidence to carry forward — table 1

Stage	What changes in the learning	Keep and improve
C01–C04: foundation	Read one source or record; follow a completed example; attempt a changed fact	Scope note, chronology, source table and labelled calculation
C05–C06: connect	Turn analysis into a decision and test a tool/manual process	Corrected memo, bounded clause and error/control record
A07–A12 / B07–B12: apply	Use the core on a connected matter, initially one issue at a time	One versioned Lantern or Meridian matter file, with source/decision links
A13–A20 / B13–B20: integrate	Negotiate, model and test interactions; reduce dependence on examples	Updated documents, calculations, decisions, operational tests and handover
A21–A24 / B21–B24: demonstrate	Recheck the full file, respond to an event and explain the work unaided	One final indexed pack plus accurately labelled transfer and defence evidence

Before reading a worked answer, attempt the guided change. After feedback, correct your own work and explain why. At the next relevant unit, retrieve the earlier distinction or calculation from memory, then check the source. Re-reading alone can feel fluent while leaving application gaps.

Three readiness checkpoints

Before specialist study: without a model answer, explain one C01 authority distinction, apply C02 to a changed email, rebuild a C03 calculation with a different input, preserve C04's fact/inference distinction, improve a C05 clause and explain C06's two metric denominators. Use your actual core work, not six new essays. A reviewer should be able to identify the decision and reconstruct your reasoning. If a material error remains, revisit that unit and repeat a variation. K1/M1 specimens supply further practice; a two-question quiz does not replace this evidence.

Before the capstone: explain one connected issue across your documents, numbers and operating controls. Complete the shorter Northfield or Junco transfer exercise without opening its feedback, then record the correction. These are disclosed exercises, not unseen tests. Check both directions: block unsupported action and close a resolved issue or recommend a permitted step when the supplied evidence supports it. A18 and B20 include permitted-step variations.

Before claiming proficiency: locate the sources, reconstruct the calculations, justify a commercial choice, respond to an unfamiliar fact and correct a material inconsistency without someone supplying the answer. Independent observed work, appropriate legal review and moderated assessment are needed to

substantiate that claim. Self-study can produce evidence worth reviewing; consuming all pages cannot guarantee readiness for a role. The intended main target is usable routine transaction-support work with ordinary professional review, not senior expertise or practising authority.

Keep case boundaries clear

Work in one folder per matter and a separate folder per assessment attempt. Named worked examples are not additional facts for Lantern or Meridian. A technical brief's replacement figures apply to that attempt only; they do not amend the base case. Save the brief and a short "what changes" note with each attempt. A proposed clause is not an agreed term merely because you drafted it.

Within the same base matter, reuse and improve your own prior work with its version history. Point to unchanged work in an index; do not repeatedly rewrite it. Incorporate source cards, participation corrections and assumptions into that same working record unless a brief expressly requires a separate output. Keep the final pack self-contained: a reviewer must not have to find your old submissions. Public practice does not authorise importing a disclosed answer into a controlled assessment; its permitted-material rules govern separately.

Time: a planning budget, not a race

The proposed ten hours per unit and 240 per pathway include the starting check, guided practice, source work, assessment preparation/attempts and corrections. They are unvalidated planning estimates, not a guarantee or an extra workload allowance. Word/page limits are ceilings, not targets.

Time: a planning budget, not a race — table 2

Weeks/units	How to avoid a second workload
Core 1–6	Start M1 preparation from C02/C05 learning, using Cedar's actual brief. Spread preparation across the core. In week 6 reserve K1's 90-minute attempt inside the budget; do not add it after a full ten-hour C06 task.
12 and 14	Use the short technical/negotiation rehearsal for feedback, then the separate specimen. Reuse your own method and corrected preparatory work where allowed; apply the specimen's changed facts.
17–20	Build the data/model/workflow incrementally. T2 brings those components together; it is not an instruction to rebuild an unchanged prototype. Reserve fresh evaluation records before testing if the brief requires holdouts.
21–24	Treat four weeks as a shared 40-hour planning envelope. Develop P1 through the checkpoints; use week 24 mainly for consistency, correction and defence, not the first full draft. P1/O1 and transfer practice sit inside that envelope.

Log actual time and the point of difficulty. Pause between reading, calculation and drafting when helpful. If the budget is insufficient, extend the calendar and request support or an agreed assessment date; do not omit essential source checks or invent attendance. A supported slower route must meet the same evidence standard. A timed assessment's conditions may change only through the agreed adjustment process, not by silently altering your attempt record.

The learner handbook

What you are studying

Choose a six-unit professional core followed by one of two specialist/capstone sequences. Each pathway uses a proposed 24-week, 240-hour budget for study, source reading, practice, assessment and feedback—not 240 hours of video or booked teaching. These estimates need a representative learner trial.

The main legal baseline is England and Wales. US comparisons and the Kenyan data lab are separately scoped. Jurisdiction-qualified sign-off, appointed assessors, calibration and assessed public delivery are not complete. Completion is not bar admission, a degree, accredited CPD/CLE, permission to practise or an employment promise. Automatic certificates remain disabled.

Readiness and route

Begin with the [learning route and practical starting check](#), then C01–C06, followed by A07–A24 for contracts or B07–B24 for transactions. Each unit names its prerequisites, a smaller first pass and a move-on check. Before specialist work, you should be able to distinguish fact from inference, read a clause and a source, explain a conditional recommendation and calculate percentages. Use the route's core checkpoint and seek feedback on your actual work; a quick quiz pass is not readiness evidence. These study checks are not the proposed admissions diagnostic or a validated placement decision.

This core does not replace a first law degree or comprehensively teach tort, property, constitutional, criminal or procedural law. The specialist units develop bounded transaction-support skills. Tax, fund formation/regulation, merger clearance, complex convertibles and anti-dilution require further study and qualified input.

For each unit: identify the question; study the concept and specified source passages; inspect the completed example; attempt the guided variation before reading feedback; produce independent work; review, correct and test again. If a required source cannot be inspected, record the gap and seek an authorised copy or alternative. Do not fabricate a quotation or treat a search snippet as the reading.

Study time and participation

A suggested ordinary ten-hour unit budget is three hours of notes/sources, four of applied work, two of facilitated or equivalent peer practice, and one of correction/reflection. Assessment preparation, attempts, the starting check and transfer practice are included, not additional hours. Reallocate that budget in assessment weeks using the learning route; K1's 90-minute attempt and P1/O1 must not simply be added to a full ordinary workload. Log actual time and difficulty in the first two units and again at technical/final checkpoints. These are planning estimates: extend the study calendar and request support if needed, rather than skip essential work or invent hours.

Within a matter, progressively improve your own source table, draft, model and decision log. Source-study responses and participation corrections may sit in that same record; they are not extra essays unless a brief says otherwise. Keep assessment variants separate and apply their actual conditions. Word/page limits are ceilings, not writing targets. Take the guided attempt before feedback, then test a changed fact without copying the model. The aim is less scaffolding as your work becomes more reliable, not merely more documents.

In pods, rotate analyst, business role, counterparty, reviewer and chair/recorder. A two-hour practice session can use 10 minutes of retrieval, 15 of source discussion, 35 of simulation, 25 of challenge, 20 of revision and 15 of reflection. Combine roles in smaller groups.

Participation evidence is a useful contribution, a reasoned response and an individual correction—not call duration or posting volume. Written exchanges and equivalent feedback opportunities must be available for accessibility, connectivity and scheduling needs. Accent or presentation dominance is not competence. Actual arrangements must be agreed before an assessed cohort.

Solo equivalent: draft your response, then return as reviewer and apply the unit's changed fact and feedback. Record one unsupported inference, one practical consequence and one correction. For negotiation, write both sides and label it a rehearsal. A23/B23 supplies a public event; the transfer exercises test adaptation. None of this substitutes for independently observed N1/O1.

Peers review work, not the person. State the issue, evidence and useful next step. Do not disclose private role instructions, another learner's work, final summative answers or real workplace information. Record your response to feedback, including a justified rejection. The assessor, not the peer group, determines an academic result under approved rules.

Files and submission

Complete and submit your work in the assignment section of the corresponding course lesson. The current assignments use a text editor. Keep your working documents locally and use the structured-text equivalents below when your work includes a spreadsheet, redline, diagram or multiple documents. Earlier lesson submissions and grades remain unchanged.

Study materials are supplied as branded PDFs, with spreadsheet workbooks and CSV datasets where an editable format is needed. Use fictional study material only. Do not include confidential client information, executable files or public-sharing links in your work. Do not enable unexpected macros or external content when opening a document.

Use a stable unit/learner/version identifier. Include scope, sources, assumptions, assistance and unresolved issues. Keep original inputs and make changes traceable. Every practice output has a text equivalent; no paid software or public document-sharing account is required.

Files and submission — table 1

Requested output	Text equivalent
Memo/report	Headings, recommendation, analysis, alternatives, sources and actions
Clean clause/redline	Clause ID; original text; proposed clean text; change and reason—do not rely on colour alone
Spreadsheet/cap table	Cell, label, input or formula, evaluated result, units and source; include all material workings and a changed-input test
Data-flow/structure chart	One row per relationship: from, to, data/rights/cash, purpose, status and source
Workflow/prototype	States, transitions, actors and guards, plus expected/actual test results; a diagram alone is insufficient
Multi-document pack	Numbered section index followed by the sections, with stable cross-references
Negotiation/defence rehearsal	Speaker-labelled transcript or individual answers; state whether observation actually occurred

Before submitting, check your response, any document index and your authorship/tool declaration. Keep a dated local copy. Follow the assignment's own resubmission controls and your instructor's guidance when correcting an attempt; do not assume that a new attempt replaces earlier feedback.

If a brief sets pages but no word cap, use at most 500 narrative words per page as a text-submission convention, excluding genuine evidence tables and calculation workings. A specific word cap takes priority. Do not evade it by placing narrative essays in tables. A five-page report therefore permits 2,500 narrative words plus the stated evidence annex.

The six-sheet finance workbook and its guide contain completed teaching examples, not assessment answers. Formulas need a spreadsheet calculation engine; the unit tables and guide provide a text alternative. Preserve inputs, show formulas and label amounts/fractions. The extraction dataset supplies development and holdout records. The migration source extracts distinguish supplied documents from unverified imported assertions.

The embedded assignment owns the full brief; it is not repeated above the component. Submit rehearsals to the unit and final specimens to the assessment centre. A12/A14/A20/A24 and B12/B14/B20/B24 do not require a second copy of the final pack. Use Community only for permitted discussion.

The course assignment workflow is available in the local preview. Production security, privacy/retention, recovery and accessible delivery arrangements require separate approval before a real assessed cohort.

Tool rules

Use fictional data and approved tools only. If none is approved, use the manual/rules-based equivalent. A paid AI account earns no advantage. If used, declare task, tool/version where available, input scope, outputs used, checks and actual corrections/rejected suggestions. If unused, state manual method and your checks. There is no suggestion quota: do not invent tool use, collect private chats or expose hidden model reasoning.

Generative AI is prohibited during K1 and unaided O1. Preparation follows the particular brief. Collaboration means permitted discussion and feedback, not exchanging final answers. No AI-content detector alone establishes misconduct; learners must be able to respond to evidence and challenge an adverse decision.

Feedback and support

Use the guided feedback in the study notes and any feedback released through your course assignment. Ask for comments that identify the criterion, evidence and a concrete correction. The published assessment weights are planning guidance; the LMS progress bar and assignment status are not a weighted professional transcript or an award decision. Capstones need an independent second review before consequential assessment. Differing marks require moderation, not an automatic average. Negotiations and orals without a recorded observation remain solo practice.

Keep a personal study log of actual time and what caused difficulty; this is self-reporting, not attendance. Use course discussion for non-sensitive learning questions. For an accessibility need, technical problem, content correction or feedback concern, contact your instructor through your existing academy arrangements. Give the unit, passage or attempt and the help needed; do not include medical or client records in public discussion. A feedback appeal needs an independent reviewer. Email notifications and response-time commitments are not active in this local preview; ask for a follow-up if your concern remains unresolved.

Assessment and reassessment

Proposed full-pathway weighting: K1 15%; M1 15%; T1 10%; N1 15%; T2 10%; P1 25%; O1 10%. The shared core is counted once. Weekly quizzes are formative. Proposed thresholds are 70% overall, K1 70%, P1 75% and O1 70%, plus required competency evidence and no unresolved critical failure. These are draft thresholds requiring academic calibration, not a validated award standard.

Published K1/M1/T1/T2/P1 briefs are disclosed practice specimens, not unseen papers. Private negotiation/oral events still need controlled allocation, trained observation and reviewed parallel forms. A self-study mark establishes neither independence nor attendance. The LMS progress bar and binary assignment status do not calculate the proposed professional transcript.

Teaching IDs such as C01 and A07 differ from similarly numbered competency IDs in the study map. That map is a proposed planning cross-reference, not proof that every competency has been assessed. The main intended target is usable routine work within a defined scope and ordinary professional review;

advanced, unfamiliar complexity requires further evidence and experience. Before awards, a programme lead must map observable task evidence, check coverage and validate the standards. Page completion, a self-review checklist or a polished portfolio does not establish that every learner has reached proficiency.

Ask for feedback identifying criterion, evidence, consequence and a concrete correction. Reassessment needs a reviewed different fact pattern, not a memorised disclosed answer. Complete draft parallel papers and connected matters are held privately for independent approval and calibration; they are not yet authorised examination papers. Appeals require an independent decision-maker and communicated procedure before consequential assessment. Alleged critical failures require proportionate review and an opportunity to respond; a defensible commercial disagreement is not misconduct.

Career portfolio

Select two or three original fictional work products. Explain task, role, jurisdiction, tool conditions, feedback and what the work does not prove. Publish only by choice and with appropriate rights. Remove instructor-only materials, another learner's work and confidential records. Describe self-study, peer-reviewed practice and independently moderated assessment accurately.

Sources and corrections

Use the unit reading routes and pathway-specific source index. Read scope, relevant version, amendments, commencement and contrary material. Access checking is not a comprehensive current-law review. The Kenya Law Act reading is pinned to its version dated 31 December 2022; check subsequent changes, subsidiary legislation, decisions and sector guidance separately. ICO guidance carries a Data (Use and Access) Act review notice. Optional professional frameworks are not legislation or endorsement.

Report suspected errors with unit, passage, source/pinpoint, consequence and proposed correction. Until a material point is resolved, label the affected conclusion unverified and ask the appropriate reviewer. Keep a correction log; do not silently claim the earlier answer was always correct.

The working glossary

Use this as a lookup alongside the unit, not as a substitute for the governing source or documents.

Definitions below explain the teaching context; remedies and rights depend on the jurisdiction and actual wording.

Working glossary — table 1

Term	Meaning in these exercises	Common mistake to avoid
Authority	Permission or legal power to act for a person/entity; identify its source and scope	A job title or upload permission proves power to accept terms
Delegation	A bounded instruction allocating a decision to a role/person	Legal review automatically includes spending approval
Statute / judgment / guidance	Legislation; a court's decision and reasoning; an explanatory or professional resource	Treating all three as the same kind of authority
Pinpoint	The exact section, paragraph, clause or record supporting the proposition	A document title proves a particular conclusion
Formalities	Legal requirements for making or executing the particular contract/document, depending on its kind and applicable law	One signature rule applies to every document or jurisdiction
Formation	Whether and on what terms legal agreement was reached	No signature always means no contract, or performance accepts every term
Consideration	The exchange supporting a simple contract in the English-law analysis	The price must be commercially fair to count
Representation / contractual term	A statement and an agreed promise can raise different legal questions	Treating every sales statement as the same kind of obligation
Interpretation	Reading actual contractual language in its legal and commercial context	Rewriting an inconvenient bargain to seem fair
Damages	A monetary remedy requiring the applicable entitlement and loss analysis	Turnover, an invoice or a cap automatically fixes recovery

Term	Meaning in these exercises	Common mistake to avoid
Causation / remoteness / mitigation	Separate questions about the breach's connection to loss, legal limits on responsibility for that type of loss, and reasonable steps to avoid or reduce it	Proof of expenditure answers all three questions; these descriptions replace the full legal tests
Indemnity	A contractual allocation whose scope and effect depend on wording and law	Its heading necessarily bypasses all other limits or creates insurance cover
Liability cap	An agreed limit with a defined base, period, aggregation and exceptions	The cap is automatically owed, or per-claim means aggregate
Acceptance / change	Testing agreed performance versus agreeing a different baseline	All developer work is paid additional scope
MSA / order / statement of work (SOW)	General contract framework; transaction-specific order; description of deliverables and performance—subject to the actual agreed document set	The heading alone establishes incorporation or precedence
Condition / covenant / warranty	A dependency for a step; an undertaking to act; a contractual statement with consequences	A warranty physically supplies a missing consent
Disclosure	In litigation, identifying document existence; in a transaction, an agreed mechanism for qualifying statements	Using the two meanings interchangeably
Confidentiality / privilege	Restrictions on information handling versus a distinct legal protection requiring its own basis	Copying a lawyer creates privilege for every business record
Assignment / licence	Transfer of specified rights versus permission for specified use	Paying an invoice transfers all IP
Controller / processor	Activity-specific roles concerning decisions about processing and processing on another's behalf	A contract label settles the role for every purpose
Cash / revenue / profit	Available money; recognised sales under the accounting treatment; income less relevant costs	Equity funding is customer revenue, or profit equals distributable cash

Term	Meaning in these exercises	Common mistake to avoid
Book equity / equity price	Assets less liabilities in the simplified balance sheet; a negotiated valuation/ price - model output	The same number must appear in both
Enterprise - to - equity bridge	A stated value less included debt plus included cash and defined adjustments	The debt deduction itself repays the lender
Primary / secondary	New securities issued for company funding; existing securities transferred between holders	All investment cash goes to selling shareholders
Pre - money / post - money	In the simplified all - primary round, value before the new company cash and value after adding it	Ignoring option, instrument or definition changes in a real financing
Issued / fully diluted	Actual issued interests; an expressly defined model including specified potential interests	Unexercised options necessarily have current votes
Preference / participation	Specified distribution priority; sharing in residual proceeds under stated terms	A headline multiple guarantees cash irrespective of exit proceeds
As converted	A calculation treating preferred holdings as converted into ordinary/ common participation under the stated terms	In the non - participating example, adding the preference to the conversion return
Reserved matter	A specified decision requiring an additional consent under the supplied governance arrangement	A minority percentage alone proves either control or absence of influence
Pre - emption	A context - specific priority opportunity, for example on certain new issues or transfers	New - issue statutory rights and contractual transfer rights are interchangeable
De minimis / basket	An individual - claim threshold; an aggregate - claims mechanism whose trigger and deductible/tipping treatment depend on wording	Applying an aggregate threshold to each claim, or assuming the label supplies the formula
Sources and uses	Where funded value comes from and where it goes, with cash/non - cash distinguished	An uncalled commitment or rollover is cash available for fees

Term	Meaning in these exercises	Common mistake to avoid
Security / guarantee	Rights over assets under a legal mechanism; a particular personal obligation	Consent to a sale releases both automatically
Signing / completion / release	Execution; the transaction step under its terms; authority to release documents/funds	A signed document held to order proves completion
Precision / recall	True flags divided by all flags; detected true issues divided by all actual issues	Swapping denominators or ignoring severity
Holdout	An evaluation record not used to tune the process	Calling a familiar development example unseen
Review status	What evidence and decisions actually exist for an item	A green tick, model confidence or filename called final proves correctness

If these distinctions are unfamiliar, complete the core slowly and use the guided exercises before a specialist path. The programme does not replace the wider legal doctrine or jurisdiction training required for independent practice.

What good work looks like

This is the proposed public assessment rubric for the editorial courseware edition. It is not an approved qualification standard. The specific candidate brief controls the task, permitted tools, word limit and criterion weights. Different well-supported conclusions can receive equal credit.

Work-product criteria

Work-product criteria — table 1

Criterion	Strong evidence	Developing evidence	Evidence needing substantial correction
Substantive analysis	Identifies the material legal question, applies the relevant rule in its jurisdiction, handles a credible alternative and explains remaining uncertainty	Identifies the main issue but application or alternative analysis is incomplete	Gives a categorical conclusion without relevant authority or ignores a material issue
Document and numerical accuracy	Reconciles sources and definitions, shows assumptions/formulas, tests boundaries and preserves conflicting evidence	Mostly correct output with a traceable but unresolved inconsistency	Invents missing terms, silently repairs disputed evidence or produces materially wrong numbers
Commercial judgment	Connects issues to consequences and offers coherent, authorised options	Suggests plausible changes without explaining trade-offs or decision authority	Lists risks without consequences or accepts a commitment outside the mandate
Communication and handover	Clear recommendation, audience-appropriate explanation, indexed evidence, responsible owner and next action	Understandable but diffuse; some decisions or owners remain unclear	An approver cannot identify what to decide or what the output establishes
Process and accountable tool use	Preserves originals, records permitted assistance, tests results and demonstrates personal understanding	Declares tools but provides limited evidence of review or reproducibility	Presents unverified output as established fact or cannot explain material choices

For the capstone, weights are 30/25/15/15/15 respectively. Assessors score each criterion using the evidence and approved anchors, then explain the aggregate judgment. These descriptors are not an automatic points-to-level conversion. The weekly practice assignments use the same dimensions for feedback without awarding a qualification grade.

Negotiation evidence

Preparation means a ranked issue list, alternatives, linked concessions and authority. Listening means testing an assumption and responding to what the other person actually said. A coherent proposal connects scope, price, timetable and risk where relevant. Professional conduct means recording a position honestly and seeking instructions when required. Handover means that the next person can distinguish proposed, provisionally agreed, approved and unresolved terms.

You do not earn credit merely for reaching agreement, winning a concession or speaking most. A justified pause can demonstrate stronger competence than an unauthorised agreement. The published N1 criteria are preparation 20%, listening/clarification 20%, proposals 25%, authority/conduct 20% and handover 15%.

Oral defence evidence

Explain your own reasoning, reconstruct a material calculation or source trail, adapt to a changed fact, and identify the boundary of your conclusion. You may say that a question requires additional research or specialist review, but should explain what must be checked and why. The assessor examines reasoning, not accent, confidence or resemblance to a memorised script.

O1 weights are ownership/reasoning 35%, response to variation 30%, evidence/control awareness 20% and clarity/professional boundaries 15%. Reasonable adjustments may change the communication method while preserving individual reasoning and response to a new fact.

Critical failures and fair process

Examples requiring a separate integrity/safety review include fabricated sources or approvals, deliberate undisclosed copying, exposure of prohibited real data, and knowingly presenting an unapproved commitment as authorised. A disagreement about a defensible commercial position is not a critical failure. Neither a single typo nor an AI detector result automatically establishes misconduct.

The assessor records the conduct, evidence, applicable rule and learner response. The learner can explain, correct a genuine misunderstanding and challenge an adverse finding through the approved process. No automatic numerical average can cancel an unresolved critical failure, but the allegation itself is not a final decision.

Feedback and next attempt

Feedback should identify: criterion; specific evidence; consequence; a concrete correction; and what would demonstrate improvement. "Be more commercial" is inadequate. "Your memo requests a longer term without calculating the total commitment or identifying the approver; add those before recommending acceptance" is useful.

Reassessment uses a reviewed parallel task, not an answer you have already memorised. The draft instructor materials contain change specifications; a complete and comparable variant must be approved before a formal reassessment. Academic thresholds and service standards must be approved and communicated before a live cohort starts.

Your study & evidence map

Week IDs below identify units, not the similarly numbered competency codes. The planned 10 hours per flagship week includes reading, practice, assessment preparation/attempts, feedback and correction; it is an unvalidated budget, not a fixed pace. Use the [learning route](#) for the starting check, readiness checkpoints and assessment-week planning. No live sessions have been scheduled by this installation.

Study and evidence map — table 1

Unit	Learning stage	Focus	Competency evidence
C01	Foundation	Legal systems, instructions and professional authority	C01 C02 C08
C02	Foundation	Contract formation, interpretation and remedies	C03 C06 C08
C03	Foundation	Companies, authority and the financial language of work	C04 C05 C11
C04	Foundation	Investigation, evidence and dispute - aware judgment	C02 C06 C08
C05	Connect	Professional drafting, communication and delivery	C07 C09 C11 C12
C06	Connect	AI literacy through legal workflow evaluation	C02 C10 C11
A07	Apply	Commercial intake and the contracting mandate	A01 A05 C09
A08	Apply	Agreement architecture, scope and acceptance	A01 C03 C07
A09	Apply	Price, payment and service economics	A01 A06 C05 C11
A10	Apply	Liability, indemnities and insurance	A02 C03 C06
A11	Apply	Intellectual property and technology deliverables	A02 A04 C08

Unit	Learning stage	Focus	Competency evidence
A12	Apply	Data, security and the integrated contract review	A01 A02 A04 C02 C03
A13	Integrate	Procurement, alternatives and negotiation preparation	A03 A06 C02 C05
A14	Integrate	Negotiation, concessions and professional response	A03 C07 C09 C12
A15	Integrate	Breach, exit and continuity	A02 A06 C06
A16	Integrate	Comparative contracting without false equivalence	A02 C01 C08
A17	Integrate	Contract data and reliable migration	A05 C10 C11
A18	Integrate	Workflow design, permissions and failure testing	A05 C09 C10 C11
A19	Integrate	Post -award performance and relationship management	A06 C05 C09
A20	Integrate	Integrated AI-enabled contract operations	A05 A06 C10 C11
A21	Demonstrate	Lantern capstone: scope, evidence and priorities	A01 A02 C08 C09
A22	Demonstrate	Lantern capstone: coherent documents and economic choices	A01 A02 A03 A04 C03 C07
A23	Demonstrate	Lantern capstone: changed facts and operating controls	A03 A05 A06 C02 C09 C10 C11
A24	Demonstrate	Lantern capstone: submission, defence and portfolio	A01 A02 A03 A04 A05 A06 C07 C12

Submit individual work even when you collaborate. Keep an evidence log: unit, output, version, feedback, correction and demonstrated criterion. Consult the handbook for tool conditions, asynchronous participation, assessment weights and student safeguards.

C01 | Legal systems, instructions and professional authority

Learning focus

Produce a conditional instruction note that separates the client entity, your mandate and the company's ability to be bound. No previous unit is required. Start with the handbook's scope and the glossary; this is supervised transaction-support training, not permission to advise a client independently.

First pass: complete the starting check in the learning-route resource, then identify just the entity, requested decision and permitted action in Northbank. Move on when your Harbour note distinguishes a known internal-limit breach from an unresolved external legal effect and gives a named next decision.

Study notes

Start with the decision and the legal system

A legal assignment contains at least three layers: the client's commercial objective, the legally relevant facts, and the authority of the person doing the work. "Review this deal" does not identify any of them. Establish the contracting entities, transaction, governing-law proposal, countries of performance, relevant date, decision deadline and intended audience. A governing-law clause is not a universal answer to regulation, procedure, tax or employment questions.

In common-law analysis, distinguish legislation from judicial interpretation and professional guidance. A statute may supply a mandatory constraint; a judgment may explain its application or a contractual principle; guidance may describe expected conduct without itself being legislation. Check court, issue and reasoning before treating a judgment as binding. A factually similar decision may be distinguishable because the clause, remedy or procedural posture differs. Record that distinction rather than collecting favourable quotations.

For legislation, examine the relevant provision, definitions, scope, commencement and amendment annotations. The date of publication is not necessarily the date a rule became applicable. For a judgment, separate findings, a party's submissions and the court's conclusion. The source is evidence for a proposition, not a substitute for applying it to the facts.

Scope and authority are separate

A junior can be instructed to prepare recommendations without being authorised to communicate a final position to the counterparty. A company's internal approval policy, an employee's authority and an external counterparty's legal protections are related but distinct. Companies Act sections 40 and 43

illustrate why an internal breach does not automatically determine whether a company is bound externally. Do not give a definitive authority conclusion from a job title alone. [Companies Act 2006, section 40](#)
[Companies Act 2006, section 43](#)

Section 40 concerns the directors' power to bind the company, or authorise others, and constitutional limitations in favour of a person dealing in good faith. It does not confer authority on every employee. Section 43(1)(b) addresses a person acting with express or implied authority. First identify the actor and the asserted authority; only then ask which statutory or agency analysis is relevant. Do not treat an internal spending limit as necessarily a constitutional restriction.

Prepare an engagement map with five columns: task, responsible person, source of authority, reviewer, and escalation condition. Add what you are not doing. The SRA competence statement treats recognising limits and seeking appropriate assistance as part of competent practice, not as failure. Use that professional discipline without implying this course confers solicitor status. [SRA: statement of solicitor competence](#)

Record an answer that can be acted on

A useful scoping note ends with a decision request. "Please confirm whether the sponsor may accept a 24-month commitment; I can then assess the supplier's proposed renewal mechanism" is more actionable than "further information required." Separate questions that block analysis from those that can wait. Never invent missing facts to make a memo look complete.

Worked example

Fictional Northbank Training asks an analyst to approve a two-year, £36,000 software order. The order names Northbank Holdings; Training will pay. The sales lead's stated internal limit is £25,000. No acceptance has been communicated.

Worked example — table 1

Question	Evidence	Completed instruction record
Who contracts?	Order names Holdings; payment request names Training	Entity unresolved. Sponsor to confirm intended customer and authority to act for it. Payment does not alone identify the contracting party.
What can the analyst do?	Request to review; no signing delegation supplied	Prepare issues and proposed wording; do not send acceptance or sign.
What approval is missing?	£36,000 commitment exceeds the stated £25,000 limit	Request delegated approval for the full term, not merely the first invoice.

Completed supervisor note: "Please confirm the customer entity and full-term approval before release. I can review the service terms now using Holdings as an expressly provisional assumption. The internal limit is exceeded; that does not by itself establish that any eventual agreement would be void. No external acceptance has been sent."

Why it works: it gives the supervisor a decision, preserves useful parallel work and distinguishes a known process problem from an unresolved legal conclusion.

Guided practice

Change one fact: the sales lead sent "accepted" yesterday. Identify the immediate change to the note without deciding enforceability.

Feedback

Remove "no external acceptance has been sent." Preserve the message and surrounding communications; escalate the possible existing commitment and ask counsel to examine authority and formation. An internal approval obtained today must not be backdated or described as proof of yesterday's authority. If your answer only seeks approval, it misses the changed legal question.

Practice assignment

You support fictional Harbour Learning Ltd. A manager requests approval of a £48,000, three-year subscription. The purchase request names its subsidiary Harbour Services Ltd; the supplier order names Harbour Learning Ltd. The manager can authorise £20,000. A draft email says "we accept all terms," but has not been sent. Write a 450–600-word scope memo, an entity/authority table and five prioritised questions. Identify work you can do now, decisions requiring approval, and legal questions for a qualified reviewer. Do not send anything externally. AI may help organise your questions, but all factual assumptions and any assistance must be declared.

Participation

In a group of three, rotate analyst, business sponsor and reviewer. The sponsor has five minutes to describe the commercial deadline; the analyst must clarify the entity and commitment without delivering an intimidating legal lecture. The reviewer identifies two unanswered questions. Submit your own revised scope paragraph. Asynchronous equivalent: exchange written briefs and record a three-minute explanation.

Source study

Read CA43 on contracts through an authorised person, then CA40's distinct protection and limits. In up to 200 words within your scope memo, explain why "outside internal policy" and "not binding on the company" are not identical claims. Identify one issue these readings alone cannot decide. SRA A3 and B7 are optional professional comparison, not the source of the company-law rule.

Readings for this unit

Companies Act 2006, section 43 — UK company law: check extent. Read: Section 43(1)–(2). Check: What authority question remains for an employee signing a simple contract?

Companies Act 2006, section 40 — UK company law. Read: Section 40(1)–(6). Check: Whose powers and which limitations does the protection address?

SRA: statement of solicitor competence — England and Wales. Read: A3 and B7. Check: Optional professional benchmark: how are limits and an appropriate next step made visible?

C02 | Contract formation, interpretation and remedies

Learning focus

Use C01's fact/assumption distinction to separate whether a contract exists, what it requires and what remedy may follow. Your output is a two-sided analysis, not a confident verdict from an incomplete email chain.

First pass: work in three sittings—agreement and RTS; obligations and Wood; loss and Morris-Garner, then the narrow Cavendish warning. Add one row to the same Cedar analysis at each sitting. Move on when you can explain why agreement, breach and recoverable loss need different evidence; do not try to master every remedy here.

Study notes

Analyse agreement before arguing breach

For an English-law commercial problem, build a formation chronology: proposal, counterproposal, acceptance, performance and any stated reservation. Ask whether an agreement was reached, which terms formed part of it, and whether consideration, intention, certainty or formalities present an issue. The practical evidence may include emails, purchase orders and conduct rather than a single signed document. In RTS, the Supreme Court examined communications and performance to determine the contractual position; the lesson is contextual analysis, not that unsigned contracts are always binding. [RTS Flexible Systems v Molkerei Alois Müller \[2010\] UKSC 14](#)

An offer proposes a bargain capable of acceptance; an apparent acceptance that changes it may instead be a counteroffer. Consideration is the exchange supporting a simple contract, not a test that the price is commercially fair. Intention asks whether the parties objectively meant legal commitment; certainty asks whether their obligations are sufficiently ascertainable. These are different questions. Performance can be evidence of agreement without proving that every disputed term was accepted. An express "subject to contract" reservation requires particular attention; do not assume starting work necessarily removes it. This unit does not teach the separate doctrines of misrepresentation, duress or illegality in full.

Distinguish a representation made before agreement from a contractual promise. A misleading sales statement and breach of an agreed specification can raise different issues and remedies. Do not collapse mistake, misrepresentation, duress or illegality into a generic claim that an "unfair" contract is invalid. Identify the alleged defect, required legal elements and missing evidence.

Read the document as a system

Begin with the words, their defined meanings and the contract as a whole. Commercial context matters, but an analyst cannot replace an inconvenient bargain with the agreement they think reasonable parties should have made. Wood is a useful study in how text and context interact. Compare an indemnity with its surrounding provisions, not just its heading. [Wood v Capita \[2017\] UKSC 24](#)

Ask whether an obligation is absolute, qualified by reasonable endeavours, dependent on cooperation, or conditional on an event. "Delivery by 1 June provided the buyer supplies test data by 1 May" cannot be analysed like an unconditional delivery date. Identify dependencies and evidence of compliance.

Separate entitlement, loss and recovery

Keep three terms distinct. Causation asks whether the breach caused the claimed loss; remoteness concerns the legal limits on responsibility for that type of loss; mitigation concerns reasonable steps to avoid or reduce loss. Use them as separate questions in this introductory review, not as a substitute for the full legal tests. Take the supported replacement expense first; investigate the unsupported reputation claim separately.

An allegation of breach is only the beginning. Explain the obligation, the relevant conduct, the causal link to loss, any remoteness issue, mitigation and contractual/statutory limits. A £100,000 liability cap is not an automatic £100,000 debt: the claimant must still establish an entitlement and quantify recovery under the applicable rules. Termination, damages, repayment and injunctions address different needs. Determine whether rights are cumulative or restricted, and whether a valid termination process was followed.

For ordinary compensatory analysis, compare the claimant's position if the contract had been performed with the position following non-performance. Morris-Garner paragraph 95(6)–(9) explains that purpose and the need to establish and measure loss; its separate discussion of negotiating damages should not be converted into a universal substitute for proof. An invoice can evidence a replacement expense, but check refunds, credits, costs avoided and other relevant offsets so the same loss is not recovered twice.

Difficulty in exact measurement is not permission to invent a number. [Morris-Garner v One Step \(Support\) Ltd \[2018\] UKSC 20](#)

For stipulated consequences of breach, the penalty doctrine is not a universal rule that any large payment is invalid. Cavendish requires close attention to the obligation and the interest protected. Read the case before relying on a shorthand such as "genuine pre-estimate." The course does not decide enforceability from a percentage alone. [Cavendish / ParkingEye \[2015\] UKSC 67](#)

Worked example

Fictional Aster pays £12,000 for a reporting tool. The signed scope promises four exports; an earlier sales email mentions six. Two of the four specified exports fail. Aster claims its £900,000 annual turnover. The remaining terms and loss evidence are not supplied.

Worked example — table 2

Issue	Completed provisional analysis	Evidence/action
Two missing promised exports	Non-delivery appears inconsistent with the supplied four-export promise, subject to dependencies and the full terms	Obtain specification, tests, delivery record and any agreed changes
Two additional exports in sales email	May raise an incorporation or pre-contract statement question; the email alone does not establish six contractual deliverables	Read the communications, signed document set and relevant reservation/entire-agreement wording
£900,000 claim	Turnover is gross sales, not proof of loss caused by these failures; neither the price nor an alleged cap fixes damages automatically	Ask for interrupted transactions, avoided costs, replacement expense and mitigation evidence

Completed recommendation: "Request correction of the two specified failures while preserving the scope dispute. Do not quantify recovery at £900,000 on this record. Obtain the contract and loss evidence before advising on a claim; investigate whether the earlier statement gives a separate route." This identifies an actionable next step without pretending all elements of a remedy have been proved.

Guided practice

Aster now supplies a £600 invoice for a temporary export service. Does that establish a £600 recoverable claim? Write two sentences distinguishing evidence from entitlement.

Feedback

The invoice supports an amount spent, not every element of recovery. Check whether the expense was caused by the breach, reasonably incurred to mitigate, within the relevant legal limits and affected by agreed remedies. Giving zero credit to the invoice ignores evidence; treating it as conclusive damages ignores the remaining analysis.

Practice assignment

For fictional Cedar Events, an order offers eight training sessions for £16,000. Cedar replies "agreed, including recordings"; the supplier replies "dates confirmed" and delivers two sessions without recordings. A purchase order says the supplier's terms are excluded. Produce a chronology, identify two plausible formation/terms analyses, and state what further evidence would discriminate between them. Then analyse a missed session causing £2,500 of documented replacement costs and an unsupported £30,000 reputation claim. Submit 700 words, distinguishing provisional conclusions from unresolved issues. Use AI only after making your own issue list.

Participation

Pair buyer and supplier analysts. Each must fairly state the strongest argument against their preferred formation analysis before responding. Reviewers score accuracy and responsiveness, not aggression. Individually identify one fact that would change your conclusion.

Source study

Follow the three-sitting route above and the pinpoint passages below. Prepare four brief proposition cards with pinpoint, application and limitation inside your working source table, not four extra essays. The Cavendish card should explain why a large stipulated payment is not automatically an unlawful penalty; a full penalty opinion is outside this task. These judgments answer different questions; do not cite one for all four or treat this reading as complete remedies training.

Model reading card: *RTS [2010] UKSC 14*, paragraphs 45–47. The Supreme Court is explaining its principles, not merely reporting a party's allegation. Agreement is assessed objectively from communications and conduct; paragraph 47 cautions against assuming work begun subject to contract always, or usually, creates a contract on the proposed terms. Cedar application: starting sessions is relevant evidence, but does not alone settle the recordings counterproposal. Limit: obtain the complete exchange and reservations; this case does not decide Cedar's facts. Use the same source → proposition → application → limit structure for your other cards.

Readings for this unit

[*RTS Flexible Systems v Molkerei Alois Müller \[2010\] UKSC 14*](#) — England and Wales. Read: Paragraphs 45–48. Check: How do objective communications, conduct and reservations affect formation?

[*Wood v Capita \[2017\] UKSC 24*](#) — England and Wales. Read: Paragraphs 10–13. Check: How do text and context interact without rewriting the bargain?

[*Morris-Garner v One Step \(Support\) Ltd \[2018\] UKSC 20*](#) — England and Wales. Read: Paragraph 95(6)–(9), with surrounding context. Check: Explain compensatory loss and why a cap or expense invoice does not alone establish recovery.

[*Cavendish / ParkingEye \[2015\] UKSC 67*](#) — England and Wales. Read: Paragraphs 31–32; read surrounding reasoning. Check: Why must you identify the obligation and protected interest before a penalty conclusion?

C03 | Companies, authority and the financial language of work

Learning focus

After C01–C02, build a reviewable balance-sheet and price calculation. Distinguish a company's own cash from a shareholder's sale proceeds and legal approval from mathematical correctness.

First pass: revisit C01's entity map; then balance assets and liabilities before attempting the price bridge. Work on the approval checklist in a separate sitting. Move on when a changed debt input updates the seller payment and you can explain why book equity, price and company cash are different amounts.

Study notes

Identify the legal person and the decision-maker

An incorporated company is not interchangeable with its shareholder, brand or parent. Companies Act section 16(1)–(3) is the statutory starting point for the effect of registration and the incorporated body. Draw the entity map before drafting an obligation. Separate ownership from management: shareholders may control particular decisions, while directors manage subject to law and constitutional arrangements. Analyse the articles, resolutions, shareholder agreements and delegated authority; one does not automatically replace the others. [Companies Act 2006, section 16](#)

Companies Act section 172 is a starting point for studying directors' decision-making duties, not a command to maximise today's distribution regardless of consequences. Read the statutory wording and qualifications, including the treatment of creditor interests where relevant, before applying it. Sections 175 and 177 address different conflict situations; a declaration is not a universal cure for every conflict or procedural defect. [Companies Act 2006, section 172](#) [Companies Act 2006, section 175](#) [Companies Act 2006, section 177](#)

Distinguish approval from execution. Section 44 describes company execution routes within its scope. A signature satisfying an execution formality does not establish that every internal approval, regulatory condition or contractual consent has been obtained. Conversely, an authorised ordinary contract need not always use deed-style formalities. [Companies Act 2006, section 43](#) [Companies Act 2006, section 44](#)

Use financial terms accurately

Revenue records sales under the applicable accounting treatment; profit is not the same as cash collected. A profitable company can face a cash shortage if customers pay late while suppliers must be paid now. Debt is not ownership merely because it funds the business. Equity carries a bundle of rights that depends on the security and documents.

For a simple teaching balance sheet, assets equal liabilities plus equity. In £000, if assets are 150, liabilities 90 and equity 60, a new cash equity investment of 20 increases assets and equity by 20, before fees or other changes. It does not create revenue. Borrowing 20 instead increases both assets and liabilities. These are simplified mechanics, not a complete accounting opinion.

For percentages, convert 80% to 0.80 before multiplying; $£270,000 \times 0.80 = £216,000$. A table labelled £000 would show 270 and 216 instead. Never mix those units in one formula. The starting check provides a smaller calculation if this is unfamiliar; a labelled text calculation is a valid alternative to spreadsheet software.

In a transaction, keep enterprise value, equity value and cash actually paid to a particular seller separate. For an explicitly debt-free/cash-free teaching model, equity value may be calculated as enterprise value minus agreed debt plus agreed cash, with a defined working-capital adjustment. The agreement determines those definitions; an accounting label does not decide a negotiated price mechanism.

Worked example

Fictional Maple's figures are all in £000. The agreed teaching price formula has no working-capital adjustment; all stated debt and cash are included.

Worked example — table 3

Item	Calculation	Result (£000)	What it means
Operating profit	200 revenue – 150 operating costs	50	Not cash available to distribute; this simplified figure omits other accounting items
Reference equity value	300 enterprise value – 45 debt + 15 cash	270	Negotiated price-model output, not balance-sheet equity
80% secondary purchase	$270 \times 80\%$	216	Reference payment to selling holders
Separate primary subscription	20 new cash paid to Maple	20	Company financing; does not automatically increase the sellers' 216

For a separate balance-sheet illustration, Maple has assets 150, liabilities 90 and equity 60. A 20 cash subscription gives assets 170, liabilities 90 and equity 80 before fees. Borrowing 20 instead gives assets 170, liabilities 110 and equity 60. Both balance, but they create different rights and obligations. Do not mix this book-equity illustration with the 270 valuation.

The downloadable `finance-models.xlsx` contains these inputs and formulas; it is a teaching model, not an assessment answer.

Guided practice

Keep enterprise value 300 and cash 15, but increase included debt to 55. Calculate equity value and 80% consideration. Then explain why the company's 50 operating profit does not settle whether it can pay a dividend.

Feedback

Equity value becomes 260 and the secondary reference price 208. If your model still shows 216, its output is hard-coded or linked to the wrong debt input. Profit, available cash and the legal ability to make a distribution are separate; financial statements, distributable-profit rules and the actual circumstances need review.

Practice assignment

All monetary figures in this Elm exercise are in £000. Fictional Elm Ltd has assets 280, liabilities 170, cash 25 and included debt 60. A buyer proposes enterprise value 400 and an agreed working-capital shortfall adjustment of minus 10. Calculate book equity, the enterprise-to-equity bridge, and 75% of the resulting equity value. Then distinguish a purchase of existing shares from a separate 50 (£50,000) new-share subscription into Elm. Supply a spreadsheet with visible formulas, a 350-word explanation and an approval/execution checklist. Do not invent a tax rate or assume that the CEO alone can approve every step.

Participation

One learner explains the numbers to a fictional founder without jargon; another challenges one input; a third checks formulas. Each submits a correction log and one question requiring an accountant or corporate-law reviewer. Provide a written dialogue if audio is not accessible.

Source study

Read CA172, CA175, CA177 and CA44. Build a decision checklist separating directors' duties, conflict disclosure, constitutional approval and execution. Mark which items need documents not supplied by the statute.

Readings for this unit

[Companies Act 2006, section 16](#) — UK company formation; check statutory scope. Read: Section 16(1)–(3). Check: What is created by registration, and why must the entity be distinguished from shareholders?

[Companies Act 2006, section 172](#) — UK company law. Read: Section 172(1)–(3). Check: Why is the duty more qualified than maximising an immediate distribution?

Companies Act 2006, section 175 — UK company law. Read: Section 175(1)–(6). Check: Which conflicts and authorisation conditions need consideration?

Companies Act 2006, section 177 — UK company law. Read: Section 177(1)–(6). Check: What must be examined for an interest in a proposed transaction?

Companies Act 2006, section 44 — England and Wales company execution context. Read: Section 44(1)–(4). Check: Why does an execution route not establish every required approval?

Companies Act 2006, section 43 — UK company law: check extent. Read: Company contracts and authority. Check: Relate this source to the cited proposition and state its scope.

C04 | Investigation, evidence and dispute-aware judgment

Learning focus

Use C02's entitlement/evidence distinction to produce a neutral chronology and a proportionate preservation request. Learn to separate a source's words from your legal inference.

First pass: turn E1 into one fact row before considering E2's acceptance claim. Recall C02: what evidence would discriminate between competing explanations? Move on when a later document updates your analysis without rewriting what the earlier source actually said, and your urgent preservation request has a limited scope and owner.

Study notes

A chronology is an analytical instrument

A chronology connects an event to evidence, not simply a date to a confident sentence. Record date/time, actor, event, source, reliability, dispute status and relevance. Separate "the system recorded delivery" from "the buyer accepted contractual performance." A timestamp might establish transmission but not receipt, authority or acceptance.

Use a hypothesis table: proposition to test, evidence supporting it, evidence against it, gaps and next action. The purpose is to find what could change the conclusion. Search only for confirmation and your work becomes advocacy without a factual foundation. Interviews should start with open questions and move to specific checks; preserve a speaker's uncertainty instead of turning it into a categorical statement.

Preserve before processing

Keep originals, document origin and working copies. Redactions, OCR, translation and AI extraction can change what a reviewer sees. A missing table or date can alter an obligation. Record transformations and compare material extracts with the source. Do not edit an original to make it easier to search and then discard the original.

Privilege and confidentiality are not synonyms. A confidential business document is not automatically privileged; copying a lawyer or placing "privileged" in the filename does not establish the legal requirements. Access and disclosure questions depend on the relevant legal regime and facts. When a document might be privileged, restrict handling and seek the designated review rather than publishing its contents to a peer group. CPR Part 31 illustrates the distinction between disclosure, inspection and a claim to withhold inspection, but other procedural regimes and specific rules may apply. [Civil Procedure Rules, Part 31](#)

Part 31 is not a universal disclosure code: rule 31.1 excludes the small-claims track, and Practice Direction 57AD governs disclosure in its defined Business and Property Courts scope, subject to exclusions. Read the scope before applying either regime. Disclosure identifies a document's existence; inspection concerns access to it. A privilege claim needs a separate legal basis and process. This lesson teaches preservation and issue recognition, not a complete privilege opinion. [Practice Direction 57AD: disclosure in the Business and Property Courts](#)

Frame options, not premature certainty

Before recommending litigation, understand the objective: payment, continued supply, preservation of evidence, an injunction, a commercial exit or a durable relationship. Consider process, cost, timing, enforceability, evidence and authority. You need not decide a limitation period from memory to act responsibly; identify the potentially time-sensitive issue and escalate promptly. Negotiations should not be assumed to suspend a deadline.

An escalation note should tell its reader what decision is required now, what is known, what may be lost by delay, and who is responsible. Avoid an undifferentiated twenty-item risk list when one item threatens an immediate right or evidence source.

Worked example

Fictional source E1 is an intern's support entry, 10 May at 14:00: "issue resolved." Source E2 is an engineer's 15:00 email: "buyer accepted upgrade." No signed acceptance or test record is supplied. Routine deletion of the tickets is scheduled for 11 May.

Worked example — table 4

Time	Source	Recorded event	Inference and limit
10 May, 14:00	E1, original ticket	Intern records technical resolution	Supports what the ticket says; does not establish contractual acceptance or authority
10 May, 15:00	E2, engineer email	Engineer asserts acceptance	Assertion to test against acceptance terms, tests and buyer communications
11 May, scheduled	System retention setting supplied for exercise	Tickets due for routine deletion	Preservation decision is urgent even though merits are unresolved

Completed draft instruction to the authorised records owner: "Please preserve E1, its attachments and available audit history in original form, suspend the relevant routine deletion pending counsel's review, and confirm the action taken. Restrict access to the matter team. Do not change the ticket wording or collect unrelated personal records." Counsel must approve the scope and retention handling; this is not a blanket instruction to retain everything indefinitely.

Guided practice

A signed acceptance form later appears, signed by a person whose role is unknown. Update the inference, not the original chronology entry.

Feedback

Add a new source and event. The form is stronger evidence of a communicated acceptance, but check document identity, scope, timing and signatory authority. Do not rewrite E1 as if the intern had signed it. A chronology must preserve what was known at each stage.

Practice assignment

The buyer's email of 4 March says a batch is defective. A 5 March internal memo proposes a workaround. A 6 March sales note claims "full settlement agreed," while the buyer's same-day message says "we will test the workaround without accepting your position." A 7 March auto-delete rule threatens support logs. Produce a six-column chronology, a 250-word evidence-preservation instruction for review, and a 400-word options note. Identify the disputed inference, missing documents and urgent action. Do not claim privilege or settlement conclusively from these facts.

Participation

Run a fact interview: witness, interviewer and observer rotate. The observer highlights leading questions and untested assumptions. Submit three improved questions and a neutral summary the witness could correct. Never substitute a real workplace dispute for the fictional exercise.

Source study

Read the disclosure/inspection distinction and withholding provisions in CPR31 and check PD57AD's scope. In your options note, explain one factual investigation step, one legal issue and one procedural point requiring current specialist confirmation. SRA B1–B3 is optional professional context.

Readings for this unit

[Civil Procedure Rules, Part 31](#) — England and Wales. Read: Rules 31.1–31.3 and 31.19–31.22. Check: Separate disclosure, inspection, withholding and restricted use; identify scope limits.

Practice Direction 57AD: disclosure in the Business and Property Courts — England and Wales; defined proceedings and exclusions. Read: Paragraph 1, including exclusions. Check: Does the contemplated proceeding fall within this disclosure regime?

C05 | Professional drafting, communication and delivery

Learning focus

Build on C02's contract analysis and C04's evidence record to write for a specific decision-maker. Produce a usable recommendation and a bounded clause, then test the clean wording.

First pass: write the decision sentence before drafting the whole memo; identify actor, trigger and evidence in the model clause. Move on when another reader can identify the requested decision and execute your proposed procedure without asking what you meant. Use feedback on Aster to prepare for M1; do not import Aster's facts into Cedar.

Study notes

Write for the decision, not for display

A useful professional note answers a question for a particular reader. A supervising lawyer may need legal nuance; a finance lead may need a decision, cost and deadline. Both require accuracy. Use a layered structure: recommendation, material reasons, alternatives and consequences, then supporting detail. "There are several risks" is not a recommendation. "Approve only if the price mechanism is reconciled and the named approver accepts the residual exposure" identifies an action and its conditions.

Draft obligations with an actor, action, object, trigger, standard, time and evidence. "The supplier will assist promptly" leaves several variables undefined. A workable teaching alternative might specify the incident category, acknowledgement period, communication channel and responsible role. The right detail depends on the transaction; a number invented for precision is not better than a disclosed question.

Keep definitions and cross-references consistent. A redline can improve one clause while creating a conflict elsewhere. After changes, read the clean document, test defined terms, check schedules and compare economic terms. Distinguish a legal requirement from a business preference in your comment: "approval required by our policy" is not "the law prohibits this."

Make handovers reliable

A matter tracker needs owner, next action, due date, dependency, status and evidence location. "In progress" is not useful if nobody knows what prevents completion. Surface a blocker early with options and a decision request. Use a known version, preserve agreed changes, and record who may release the document. A filename containing "final" is not authority to sign.

Time recording should explain the work delivered, not fabricate experience. For learning, record actual time and what caused rework. This identifies whether a task is badly scoped or a skill needs practice. Professional reliability includes acknowledging mistakes and correcting their consequences; an immaculate-looking file with hidden errors is poor evidence of competence. [SRA: statement of solicitor competence](#)

Worked example

Weak note: "The indemnity is broad and needs narrowing." Stronger note: "Clause 12 covers every loss connected with the service, including the customer's own conduct. I propose limiting it to specified third-party IP claims, with defence control and an exclusion for unauthorised modifications. The sponsor must decide whether this narrower protection meets the project risk; counsel should review its interaction with the cap." The second note identifies text, scenario, consequence, proposed response and decision-maker without pretending the proposed wording is universally correct.

Completed teaching clause for a different issue: "For a reported failure preventing all authorised users from accessing the hosted service, Supplier shall acknowledge a ticket submitted through the support portal within one hour, nominate an incident lead and provide a progress update every two hours until access is restored or an agreed workaround is available. Times run continuously. Supplier shall record receipt, updates and restoration in the ticket."

These are proposed commercial periods. "Acknowledge" is not "restore"; a restoration obligation and remedies still need agreement. The clause defines the trigger, actor, action, clock, channel and evidence, but does not purport to be a complete service schedule. The decision note is: "Confirm that continuous coverage is deliverable and priced before approving these periods; retain a fallback channel if the portal is unavailable."

Guided practice

The supplier only staffs support from 09:00 to 17:00 London time on weekdays. What must change before approving that clause?

Feedback

Continuous one-hour acknowledgement cannot be assumed from business-hours staffing. Either resource continuous coverage or define a supported-hours clock with time zone, holiday treatment and an out-of-hours escalation arrangement. Show the consequence of a Friday-evening failure to the sponsor; replacing "one hour" with "promptly" hides the decision.

Practice assignment

Read the completed `memo-model.pdf`, then prepare a changed-fact rehearsal on Aster, not the Cedar M1 assessment. New fact: the supplier offers a £500 credit only if Aster releases all related claims; your sponsor has not approved any release. In at most 600 words, include a 100-word executive summary,

fact/assumption table, scope and remedy alternatives, missing evidence and a recommended next step. Explain how the conditional offer changes the decision; do not copy the model unchanged. Attach a future acceptance clause of at most 150 words and a version log. If you use AI, disclose actual suggestions accepted/rejected and why, without a quota. Otherwise record manual checks. Complete M1 separately after feedback.

Participation

Exchange anonymised fictional memos within your pod. Each reviewer identifies one proposition not supported by the file, one unclear decision and one useful sentence. The author responds to feedback instead of silently accepting it. Submit the revised paragraph and a three-item change log. Contribution is judged on specificity and respectful engagement, not posting volume.

Source study

For optional professional comparison, read SRA B4, C1 and D1–D2. Convert each into an observable check of your memo: what would another person actually see if you met the standard? Treat this as a practice benchmark, not a regulated award.

Readings for this unit

SRA: statement of solicitor competence — England and Wales. Read: B4, C1 and D1–D2. Check: Optional benchmark: identify evidence of usable drafting, audience awareness and record management.

C06 | AI literacy through legal workflow evaluation

Learning focus

Apply C04's source discipline and C05's review process to a bounded extraction task. Calculate precision/recall, expose a conflicting document and justify whether any tool is useful. Coding and a paid AI account are not prerequisites.

First pass: extract one field manually from E01, then test the same field against E03's conflict before expanding the schema. Move on when you can reconstruct both metric denominators, explain a material error and keep a source's instruction from becoming system permission. Attempt K1 only after reviewing the core readiness checkpoint.

Study notes

Understand the task and the system

A language model predicts and generates text; fluent output is not a warranty of legal accuracy. A retrieval step supplies selected information, but it can retrieve the wrong version or miss a crucial annex.

Structured extraction converts documents into fields, but the schema itself can erase uncertainty. An automated workflow can combine these functions with external actions. The more authority it receives, the more important permission checks and review become.

Design a bounded task: permitted sources, output structure, prohibited assumptions, uncertainty fields, review owner and success test. "Find all risky clauses" is underspecified. "From these five fictional agreements, record governing-law text, source location, an explicit missing-value marker and any conflict between main agreement and schedule" is testable. Do not ask a model to expose hidden reasoning; ask for sources, concise reasons, assumptions and a reproducible work record.

Measure before adopting

Create an answer set from documents reviewed by a person with appropriate competence. Keep a small test set separate from the examples used to tune prompts. Record model/version, instructions, source set and date. Evaluate material false negatives as well as false positives; a tool that flags everything may have high recall and still be unusable.

In a teaching test there are ten genuine issues. The system flags twelve, of which eight are genuine. Precision is 8/12, about 66.7%; recall is 8/10, 80%. Neither tells you which missed issues mattered most. Add error severity, reviewer time and reproducibility. Compare against the same unaided task, without claiming a controlled scientific study from one learner's attempt. NIST's generative-AI profile provides a risk-management reference rather than a legal-compliance certificate. [NIST AI Risk Management Framework: Generative AI Profile](#)

Design for failure and restraint

A document may contain text instructing the tool to ignore the reviewer or disclose data. Treat that text as evidence in the document, not authority over the system. Use least privilege, controlled input, human approval before consequential actions, and a way to stop or reverse automation. A course exercise must not email clients, sign agreements or upload their records.

Confidentiality, licensing, privacy and security decisions precede model selection. A “no training” promise alone does not answer retention, access, jurisdiction or contractual questions. For this academy, use fictional data and approved tools only. A learner may choose a manual equivalent and must be able to explain the result independently.

The SRA's warning of 17 August 2026 identifies false legal information and confidentiality risks in AI-assisted work by those it regulates. Use it as a scoped professional example, not a worldwide rule or an academy endorsement. A paid tool is not evidence of appropriate safeguards. For each material citation, open the actual source, verify the passage and its relevance, and check its status; remove or qualify an unsupported proposition before a reviewer relies on it. [SRA: Misuse of AI — warning notice, 17 August 2026](#)

Worked example

A review tool reads fictional D1: “Termination notice: 30 calendar days.” Signed schedule D2 states: “For the managed reporting service: 60 calendar days.” No precedence term is supplied. Its output is
notice_days: 30; source: D1; status: verified.

Completed corrected record:

Worked example — table 5

Field	Reviewed output	Reason
Notice candidates	30 in D1; 60 for managed reporting in D2	Preserve both relevant texts and their scope
Operative notice period	Unresolved	No supplied precedence or scope analysis settles the interaction
Status/action	Conflict; reviewer required; automatic deadline disabled	A correct quotation from D1 is not a correct conclusion about the document set

In the separate issue-detection example, eight true positives and four false positives make twelve flags; two false negatives make ten genuine issues. Precision = $8/12 = 66.7\%$; recall = $8/10 = 80\%$. No true-negative count is supplied, so do not invent an overall accuracy percentage. A missed notice conflict can be more serious than several harmless extra flags.

Use `extraction-lab.csv` for supplied development and holdout records, a rules/manual route and changed-fact tests. Establish expected outputs before testing; keep the holdout results out of prompt tuning.

Short source-verification test: an AI draft cites Companies Act section 43 for "every company contract requires two directors' signatures." Open section 43(1), record what it actually addresses and correct the claim. The source exists, but that does not make the proposition it is cited for accurate. No additional tool run is required; put the correction in your C06 error table. [Companies Act 2006, section 43](#)

Guided practice

Add D3, a draft amendment proposing 90 days, and a footer instructing the tool to email the file externally. Decide what changes in the reviewed record.

Feedback

Record the draft as a proposed, not executed, term; it does not silently replace D1/D2. The footer is evidence text, not permission to send anything. Keep the conflict and outbound-action block. Neither a later filename nor a fluent tool explanation proves approval.

Citation-test correction: section 43(1)(b) recognises a contract made on a company's behalf by a person acting with express or implied authority, within the section's scope. It does not impose the asserted universal two-director rule. The actual authority and any applicable formalities still need examination. Record "real source, unsupported proposition," not "citation verified, advice approved."

Practice assignment

Use the eight supplied records in `extraction-lab.csv`: six development records and two holdouts. Define a schema and establish expected outputs before testing. Freeze the schema/method before opening the two holdouts; their task hints make this a disclosed learning exercise, not a blind benchmark. If you have already used a holdout to tune the process, record that limitation and seek fresh records for any later independent evaluation. Test an approved model or a rules-based/manual method. Submit results, an error table, time/cost observations, failure controls and a 400-word recommendation. Add one new fictional challenge record of your own; label it self-authored, not unseen to you. Include what the small experiment cannot establish. Complete K1 separately without generative AI; assistance here does not carry into that assessment.

Participation

In pairs, one learner constructs a misleading source; the other tests whether their process handles it safely. Exchange only fictional data. Each explains one failed test and a justified improvement. No points are awarded merely for obtaining a polished answer.

Source study

Use the selected NIST passages to connect two relevant risks to concrete controls and tests in your error table; do not read the entire profile before starting. Optionally compare the SRA AI warning's accuracy and confidentiality sections with your controls. Keep technical-risk management and jurisdiction-specific professional duties distinct.

Readings for this unit

[NIST AI Risk Management Framework: Generative AI Profile](#) — Technical risk-management reference, not law. Read: Sections 2.2 (Confabulation) and 2.4 (Data Privacy); Section 3 action MS-2.5-003. Check: Give an observable control/test for each risk and explain why a real citation can still support a false proposition; no whole-profile reading is required.

[Companies Act 2006, section 43](#) — UK company law: check extent. Read: Section 43(1)(b) and (2). Check: Correct the source-verification exercise's unsupported universal signature claim.

[SRA: Misuse of AI — warning notice, 17 August 2026](#) — England and Wales; SRA-regulated firms and individuals, not a worldwide rule. Read: AI hallucinations – relevant considerations; Client confidentiality – relevant considerations. Check: Optional professional context: compare the 17 August 2026 warning with your verification and confidentiality controls, within its stated regulatory scope.

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.

Worked example — table 1

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.

Worked example — table 2

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.

Worked example — table 3

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.

Worked example — table 4

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.

Worked example — table 5

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."

Worked example — table 6

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.

Worked example — table 7

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."

Worked example — table 8

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.

Worked example — table 9

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.

Worked example — table 10

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.

Worked example — table 11

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.

A21 | Lantern capstone: scope, evidence and priorities

Learning focus

Prerequisite: A07–A20. Integrate intake, source review and dependency analysis on Lantern. The short examples in this capstone sequence demonstrate method; they are not a completed Lantern submission.

First pass: review your A07 intake and A12 issue record without opening a model answer. Select the five decisions that still matter. Move on when each has a traceable source, dependency and useful next action; carry forward corrected work rather than recreating every earlier artifact.

Study notes

Begin a fresh review of your existing Lantern matter file, not a new copy of every earlier assignment. Return to the base case; technical-specimen replacement figures do not become Lantern's permanent facts. The casebook contains incompatible versions and incomplete assurances; recheck your earlier position against the evidence and any authorised event. Preserve the original inputs and update the evidence index, entity, objective, commitment and authority. This familiar, disclosed matter is practice, not proof of performance on an unseen case.

Classify each issue as confirmed conflict, missing evidence, legal question or commercial decision. These classifications imply different actions. An entity mismatch may require clarification; a price difference needs reconciliation and instructions; a statutory issue may need specialist review. Avoid marking every uncertainty high risk without explaining its consequence.

Use a dependency map. An acceptance process depends on agreed deliverables; the start of subscription billing may depend on acceptance; exit rights depend on a durable rights/data package. Resolving one clause in isolation can move rather than remove the problem. Record provisional assumptions so a later changed fact can be traced through the work.

The capstone is individually assessed. You may discuss general methods with peers, but must prepare your own analysis and disclose permitted assistance. Do not request the marking key or an unseen event. This stage does not authorise a real client engagement.

Worked example

In a separate fictional matter, Order J1 lists five reports for a fixed fee, Scope J2 lists three and an email proposes charging for the other two. Nothing is signed.

Worked example — table 1

Entry	Classification	Completed consequence/action
J1/J2 report count	Confirmed document conflict	Agree a named baseline; do not silently expand or cut deliverables
Extra-report price	Commercial decision plus incomplete evidence	Obtain a priced proposal and sponsor instructions
Billing starts on acceptance	Dependency	Define tests before treating billing start as settled

Completed priority note: “Resolve report scope and price together before approval. Ask whether the two extra reports are already included or genuinely additional. Draft coherent alternatives; do not present a unilateral correction as agreement.” Each row says what evidence proves and what decision remains.

Guided practice

The supplier confirms all five reports are included, but gives no delivery date for two. Which entry closes and what remains?

Feedback

Record the clarification with its authority/version. The price/scope issue may narrow, but delivery timing and acceptance remain unresolved. Trace effects on launch and billing; do not mark the entire package approved from one answer.

Practice assignment

Submit an intake note, evidence index, ten prioritised questions and a risk/decision table. For each of your five most material issues, identify source ID, consequence, owner and next action. Maximum 1,000 words excluding tables. This is a capstone checkpoint; the final P1 pack incorporates your revised work.

Participation

Hold a method clinic without sharing draft answers. Each learner explains how they distinguish a missing document from an adverse fact. Give one peer a question about method and record your own response.

Source study

Select the most relevant source readings from A07–A12 and explain their applicability limits. Do not expand the scope to unrelated jurisdictions merely to add citations.

Readings for this unit

Companies Act 2006, section 43 — UK company law: check extent. Read: Section 43. Check: Identify the actor/authority question in your intake.

Wood v Capita [2017] UKSC 24 — England and Wales. Read: Paragraphs 10–13. Check: Identify a material whole-document conflict.

A22 | Lantern capstone: coherent documents and economic choices

Learning focus

Prerequisite: A21. Produce consistent clean and marked-up extracts, a matching economic model and a decision note. Use source-backed legal analysis only where the issue actually requires it.

First pass: choose one A21 priority and trace it through the clean clause and worksheet before checking the whole set. Move on when your three scenario results match the actual proposed wording and the decision memo distinguishes your preferred package from an approved bargain.

Study notes

Draft a coherent package across the order, scope and main agreement. Preserve commercial intent and make changes visible. Every proposed alteration should solve an identified problem, not simply replace the supplier's style with your preferred wording. Read the clean set and test it against ordinary and failure scenarios.

Prioritise the points that determine the bargain: entity, scope, term, price, acceptance, rights, data, remedies and exit. Include the effect of precedence and online-policy changes. A strengthened schedule may have little value if another clause permits it to be overridden unilaterally.

Your financial model should reconcile to the draft. If subscription starts on acceptance, show that assumption. If an extra report is included, do not also charge its optional development fee without explanation. Keep legal enforceability and negotiated preference distinct in comments.

Prepare a decision memorandum that a sponsor can use. Show the preferred package, a viable alternative and matters requiring further instructions. A proposal is not accepted merely because it fits within your own model.

Worked example

Separate teaching proposal: order J3 specifies £1,000 monthly for twelve months after acceptance plus £2,000 implementation. The MSA instead says £1,500 monthly from signature and has general precedence.

Completed proposed precedence extract: "For the services identified in Order J3, that order controls the conflicting monthly fee, initial term and billing-start provisions. The agreed acceptance schedule controls completion testing. Other MSA provisions remain subject to review." This targets the actual conflicts rather than displacing every protection in the MSA.

Completed economic note: "Twelve subscription months $\times$ £1,000 + £2,000 = £14,000 before tax or separately approved changes. This is an acceptance-triggered twelve-month commitment, not necessarily cash payable in the first twelve months after signature. Do not retain a signature-triggered fee elsewhere."

Consistency test: compare parties, document versions, start trigger, scope, amount and approval status across the clean order, clause and worksheet. Proposed wording remains unapproved until the designated decisions are obtained.

Guided practice

Acceptance moves two months later. Is the £14,000 commitment automatically reduced?

Feedback

No on these stated terms: the twelve-month subscription period starts later. Cash timing changes; a different first-year reporting window may change reported spend. A price reduction or shorter paid term needs an agreed change, not an accidental spreadsheet assumption.

Practice assignment

Revise your existing clean/marked-up extracts and fee/credit worksheet; do not produce a second document set solely for this checkpoint. Develop the decision memo within two pages, ready to incorporate into P1. Include three scenario tests: delayed customer input, an early service failure and exit after material supplier breach. State what your wording would do and which issues remain for counsel.

Participation

A peer checks only consistency and usability, not substantive answers for you. Record every comment you accept or reject. Submit your own revised package and review log.

Source study

Revisit WOOD, UCTA2/3/11 and IP11/IP90 as relevant. Explain why your drafting response requires both a source-based legal analysis and a commercial instruction.

Readings for this unit

Wood v Capita [2017] UKSC 24 — England and Wales. Read: Paragraphs 10–13. Check: Trace your proposal through the clean document set.

Unfair Contract Terms Act 1977, section 2 — England and Wales: check statutory extent and application. Read: Section 2. Check: Identify any negligence-related restriction needing analysis.

Unfair Contract Terms Act 1977, section 3 — England and Wales: check statutory application. Read: Section 3. Check: Check the actual standard-terms trigger.

Unfair Contract Terms Act 1977, section 11 — England and Wales: check statutory application. Read: Section 11. Check: State the relevant facts and limits of the reasonableness analysis.

Copyright, Designs and Patents Act 1988, section 90 — UK copyright. Read: Section 90(3). Check: Identify any assignment-evidence gap, separately from licensed use.

A23 | Lantern capstone: changed facts and operating controls

Learning focus

Prerequisite: A22 and A18–A20. Trace a new fact through the contract, operating plan and approval record. If studying alone, use the public variation below and label it practice.

First pass: identify what the event changes in one A22 decision before updating every dependent artifact. Move on when the changed terms, operating register and authority log agree, a failed exit test remains visible, and your recommendation offers a practical next step rather than merely a warning.

Study notes

Respond to the facilitator's staged event by tracing dependencies. Do not overwrite your previous position without a record. Identify the new fact, its reliability, the affected provisions, the available options and the necessary authority. If no facilitator is appointed, use this public practice variation: the replacement provider's test import fails because the export omits report definitions, although user records are present. There is no approved extension of service or exit budget. This variation is disclosed and is not an unseen assessment.

Turn the proposed contract into operations: intake, approval, version binding, signed-record capture, obligation ownership, reminders and exit. A legal work product should enable the people who must perform it. Test a rejected approval, a changed file, missing data and an unavailable reviewer. Prefer an honest manual control over an untested automation.

AI can assist comparison and organisation within approved boundaries, but cannot approve the new position or convert a document instruction into system authority. Preserve relevant outputs and explain corrections or rejected suggestions if you used a tool; a manual record is equally acceptable. Do not use unrelated confidential data to make a demonstration more realistic.

Worked example

Separate teaching event: an export delivered on time cannot be imported by the replacement service. The contract specifies CSV user records but says nothing about report definitions.

Completed impact record: "Evidence E-7: failed test and schema comparison. User records delivered; functional transition not demonstrated. Check promised export scope before alleging breach. Request required definitions, rights and usable format; Operations to retest. Any service extension or additional fee needs sponsor/finance instruction. Do not close the old access path without an approved continuity plan."

Completed control test: "Expected: exit complete only after a successful authorised import and rights/access review. Observed: failed import, status remains blocked. Next action: revised export and retest, not a fabricated successful result." The test connects a contractual ambiguity to a real operating consequence.

Guided practice

The supplier offers to supply the missing material only under a new licence excluding replacement-provider use. What changes?

Feedback

Add a rights dependency and seek a usable licence/alternative. Possession of a file does not establish permission for the intended use. Reconcile IP, exit and timetable; do not solve the technical test by ignoring the licence restriction.

Practice assignment

Update the same matter file: add a changed-fact impact note and revise your concession/authority log, tested workflow and six-row obligation register. Submit the changed versions with an index identifying what changed and what remains current, not fresh copies of unaffected analysis. Include one stopped/blocked action and the evidence needed to proceed. Record your AI/manual process and actual time spent without inventing productivity savings.

Participation

Conduct an operational handover. Another learner must identify the next action and owner from your pack without asking what you intended. Submit corrections individually.

Source study

Use ICO28 and NIST to distinguish legal data questions from technical control questions. Use your actual contract text to determine obligations; frameworks do not create the agreed bargain.

Readings for this unit

[ICO: what needs to be included in the contract?](#) — UK data protection. Read: Instructions and end-of-contract provisions; current review notice. Check: Relate the changed activity to exit/data questions without assuming clearance.

[NIST AI Risk Management Framework: Generative AI Profile](#) — Technical risk-management reference, not law. Read: Section 2.9 and Section 3 action GV-3.2-003. Check: Reuse A18's distinction to specify a test that stops an unapproved action after the event.

A24 | Lantern capstone: submission, defence and portfolio

Learning focus

Prerequisite: A21–A23. Check readiness, demonstrate ownership of your reasoning and describe simulated work accurately. Submit the final pack once at P1, with O1 separately observed when available.

First pass: follow one material decision from source to clean text, number and next action without consulting the worked example. Move on to independent assessment only when you can explain a changed fact and correct an error yourself. Use the Northfield attempt as additional transfer evidence, not as an unseen test or an automatic proficiency award.

Study notes

The final pack should stand on its own. Include scope, final proposed documents, evidence, assumptions, options, decisions, permissions and unresolved issues. A reviewer should be able to reconstruct why a material choice was made and who must approve it.

In the oral defence, explain your reasoning without live AI assistance. You may be asked to revise an answer when a fact changes, find an inconsistency or identify a limit of your competence. It is acceptable to pause and state what needs checking. It is not acceptable to invent an authority or pretend a missing approval exists.

Separate your professional portfolio from the controlled assessment record. Share only original fictional work you are entitled to share, remove assessor-only material and describe the task accurately. A self-study completion, peer review and moderated academy assessment are different claims. The platform does not issue this professional award automatically.

Worked example

Completed defence extract for a separate teaching cap: "I proposed a £60,000 aggregate including ordinary IP claims, not £60,000 per claim. Two qualifying £40,000 claims would exhaust it at £60,000 on my simplifying assumptions. I have not certified enforceability or insurance response. The sponsor must approve the residual exposure after counsel's review."

Completed readiness row: "Decision D-4 → proposed liability wording v3 → scenario sheet rows 4–6 → source/applicability note → sponsor approval outstanding. Do not label this agreed."

Accurate portfolio caption: "Fictional English-law contract-review exercise; individual self-study with disclosed peer clarity feedback; proposed documents, not client advice or a moderated award." Strong presentation makes limitations inspectable; it does not hide them behind a broad claim of professional qualification.

Guided practice

Your final clean clause says “per claim,” but your model and explanation say “aggregate.” What should happen before submission?

Feedback

Stop the consistency check, identify the intended proposal and correct every dependent output with a version log. Explain the financial consequence. Do not defend the model while ignoring the document students or a supervisor would actually read.

Practice assignment

Prepare a readiness sheet mapping each P1 requirement to its file/section, unresolved approval and evidence. Rehearse three defence questions from your own decisions and record one correction within 450 words. Submit the final integrated pack once in the separate P1 assignment, subject to its 2,500-word narrative limit. O1 is a separate 30-minute observed defence; a solo rehearsal does not establish it. Include authorship, collaboration and tool declarations without copying the whole final pack into this checkpoint.

Participation

Give a five-minute fictional-work presentation focused on one improvement from your initial draft. Peers ask about method and lessons learned; they do not vote on the credential. Submit a 250-word reflection and an individual next-learning plan.

Source study

Revisit SRA's competence-boundary and record-management expectations. Identify which demonstrated skills transfer to a workplace and which still require jurisdiction-specific knowledge, experience or professional qualification.

Readings for this unit

[SRA: statement of solicitor competence](#) — England and Wales. Read: A3 and D2. Check: Optional benchmark: distinguish demonstrated simulated work from practising entitlement.

Project Lantern

Edition 1 · 12 September 2026 · Original fictional teaching documents.

All people, organisations, events and commercial terms in this file are fictional. Names are illustrative and make no statement about any real entity. The documents are deliberately incomplete and inconsistent. They are not a usable transaction precedent, legal opinion, statutory requirement or instruction to enter a real agreement. Use England and Wales as the main contract-law baseline; identify questions needing specialist or other-jurisdiction advice.

L01 — business instruction, exercise day 1

Lantern Analytics Ltd needs a hosted reporting service for its training business. Kestrel Systems Ltd proposes its platform plus implementation. Sponsor: operations director Mara (fictional role); legal analyst: you; supervising counsel: appointed facilitator; finance approver: finance director; privacy/security approver: designated reviewer. You may prepare recommendations and proposals but cannot accept terms, waive claims, sign documents or send external messages.

Lantern needs six report types for 120 named users. The business expects to launch after a six-week implementation. The maximum approved first-year budget is £150,000 excluding applicable taxes, including implementation. The sponsor expects a one-year commitment and a usable data export on exit. Real personal data is prohibited in this exercise; use synthetic registration records.

Finance approves expenditure. Counsel reviews legal terms. Privacy/security assesses data activities. The sponsor accepts documented operational residual risk only within the budget and delegation. Any commitment beyond one year, total price above budget, uncapped liability or material change to data use needs renewed instructions from the designated approvers.

L02 — draft master services agreement, version MSA-1

1. Parties and term. Kestrel Systems Ltd supplies services to Lantern Holdings Ltd for 24 months from signature. Each additional term is 24 months unless a party gives notice at least 90 calendar days before expiry.
2. Documents. This master agreement prevails over every order, statement of work and schedule. Supplier online policies apply as amended from time to time.
3. Services. Supplier will provide access to its reporting platform and reasonable assistance with implementation. Customer supplies timely data and cooperation.
4. Fees. Customer pays £12,000 monthly from signature, invoiced annually in advance. Implementation costs £30,000. Additional work is charged at £150 per hour without a stated approval process. Fees increase by 8% on each anniversary.

5. Acceptance. Deliverables are accepted on delivery or first use. Supplier will use reasonable efforts to address reported defects. No written rejection or retest procedure is specified.
6. Data. Supplier may use service data to improve its products. Supplier chooses subcontractors and support locations. The parties will discuss reasonable security requests.
7. IP. Supplier owns all platform technology, configurations and deliverables. Customer receives a licence for the term for its own internal use. No affiliate or replacement-provider rights are stated.
8. General liability. Supplier's aggregate liability under or connected with this agreement does not exceed fees paid in the month before the event. Supplier excludes all loss of profit, revenue, data and business interruption. The draft does not address statutory limits on exclusions.
9. Customer indemnity. Customer indemnifies Supplier against all losses connected with Customer's use of the services. No third-party-claim limitation, causation qualifier or conduct procedure is specified.
10. Service remedy. Service credits are Customer's sole remedy for any service failure. The relationship with termination, confidentiality and data remedies is not stated.
11. Termination. Either party may terminate for a material breach not cured within 30 days after a valid notice. Customer must pay all fees for the remaining term on any termination. The effect of Supplier breach is not distinguished.
12. Exit. Access ends immediately on termination. Supplier may delete data after seven days. Exit assistance is discretionary at then-current rates.
13. Notices. Formal notices must be sent to the contract manager at the designated postal address by tracked post. No email notice mechanism or complete addresses are supplied.
14. Law. The draft selects England and Wales law and courts. This clause does not settle every regulatory or cross-border issue.

L03 — order form, version OF-2

Customer: Lantern Analytics Ltd. Subscription: 12 months from service acceptance; £9,000 per month, invoiced monthly; 120 named users; six reports. Implementation: £18,000 fixed fee. Additional users require a signed order. Renewal: one year by written agreement. The order says it overrides conflicting price, scope and term provisions in the MSA. Signature blocks are empty.

At these order figures, twelve subscription months plus implementation total £126,000 before tax and optional changes. This is an arithmetic reference, not approval of unresolved terms. It is not necessarily cash paid in the first twelve months after signature: acceptance starts the subscription clock. Compare with the materially different MSA commitment and distinguish the budget's reporting window.

L04 — statement of work, version SOW-1

Deliverables: attendance, completion and revenue reports; single-sign-on configuration; import of a CSV containing up to 10,000 synthetic records. A later proposal mentions retention, assessment and engagement reports as "phase two," without price or timing.

Milestones: configuration in week 2, import in week 4, testing in week 5, launch in week 6. Customer supplies a validated schema and test records by the end of week 1. Supplier depends on access to a customer test identity provider. No consequences for delayed inputs are defined.

Acceptance draft: "The service is accepted if it works substantially as expected." No test cases, rejecting person, period or retest arrangement are specified. The project team expects to use the system in a pilot during testing.

Change email: "We can add the three remaining reports in about 80 hours." Sender: fictional supplier project manager. No authorised customer approval appears.

L05 — proposed service-level schedule

Service window: all minutes in a calendar month. Availability equals (scheduled minutes minus qualifying unavailable minutes) divided by scheduled minutes $\times 100$. Planned maintenance is excluded, but the draft has no maintenance cap or notice rule. Customer-side connectivity failures are excluded if Supplier provides evidence of cause.

The schedule proposes the single highest applicable monthly credit against that month's subscription fee:

L05 — proposed service-level schedule — table 1

Measured availability	Credit
At least 99.5%	0%
At least 99.0% but below 99.5%	5%
At least 98.0% but below 99.0%	10%
Below 98.0%	20%

Claims must be made within a proposed 15 calendar days after the report. The report delivery date is unspecified. Supplier says the credits are the only remedy; the order's business sponsor asks for a repeated-failure exit right. Neither position is agreed.

Exercise month: 30 days, no agreed maintenance exclusions, 346 unavailable minutes. Calculate availability and identify the applicable band before calculating a credit. Separately calculate at the supplied rounded measure of 99.2%; explain any rounding policy rather than silently changing the raw measure.

L06 — IP and rights inventory

L06 — IP and rights inventory — table 2

Component	Supplier's statement	Evidence supplied
Hosted platform	Supplier background technology	Product description only
Customer report definitions	Created by Lantern analysts	Internal fictional specification
Custom import connector	Created by an independent contractor	Paid invoice; no assignment supplied
Analytics library	Open - source component	Name withheld in exercise; licence not supplied
Configuration scripts	Created during implementation	No agreed ownership or durable licence

Lantern needs to export its records and report specifications and allow a replacement provider to use necessary transition material. Supplier wishes to protect reusable platform code. Do not assume that every objective requires transfer of ownership; propose a rights map and identify evidence gaps.

L07 — processing and security draft

Purpose: operate the customer training-reporting service. Synthetic exercise fields: learner ID, work email, course, attendance, assessment score and accommodation flag. In real deployment some fields could need additional analysis; no real data may be uploaded during teaching.

Supplier hosts the main database in the UK. A support team in another unnamed country can download records. Backup storage location is "to be confirmed." Supplier retains logs for "business needs." The product team proposes using service records for model improvement; the customer has not instructed or approved this.

Draft commitments: encryption in transit; "industry-standard" access control; subcontractors notified on a website; incident notice "when convenient"; deletion on exit "if technically possible." No measurable access review, assistance procedure, audit method, backup treatment or support-location approval is documented.

These weaknesses are fictional drafting issues. Your task is to map activity, requests and proposed controls, not to declare that a real organisation is non-compliant.

L08 — supplier questionnaire and correspondence

Q: Is access limited to authorised staff? A: "Generally." Q: Are contractor rights assigned? A: "We paid the invoice." Q: Are all subprocessors listed? A: "Our infrastructure team maintains a list; not attached." Q: Is export tested? A: "Planned." Q: Does the insurance cover contractual indemnities? A: "We have a £2m cyber policy; wording not supplied."

Day 1 sponsor email: "I understood twelve months, £126,000 and six reports." Day 2 supplier sales email: "The MSA is standard; the order gives you the commercial position." Day 3 implementation email: "We can launch three reports first; the rest needs the 80-hour change." Day 3 finance note: "No budget increase has been approved." None is a signed variation.

L09 — learner negotiation mandate

You may recommend, not finally accept: the order's 12-month term, £9,000 monthly subscription and £18,000 implementation; a testable acceptance process; a reasonable IP licence supporting use/exit; defined security and data instructions. You must seek instructions on any price above budget, longer commitment, automatic renewal, changed data purpose or liability package. Negotiated periods and caps are commercial exercise choices, not legal standards.

Prepare alternative packages and identify what would make them acceptable. Do not claim the other side agreed a term merely because it appeared in your preferred redline.

L10 — financial worksheet inputs

L10 — financial worksheet inputs — table 3

Item	Order assumption	MSA assumption
Monthly fee GBP	9,000	12,000
Initial months	12	24
Implementation GBP	18,000	30,000
Year -two increase	Not agreed	8%
Proposed extra hours	80 at £150, not approved	No approval condition

Compute first-year and initial-term exposure under each stated assumption. For the MSA, apply the 8% increase only to months 13–24 for this exercise. Exclude taxes rather than assuming none are legally payable. Identify whether the optional report work is additional scope or correction of already-promised scope.

L11 — workflow specification starter

States: Requested → Awaiting information → Review → Negotiation → Approval → Signature → Active → Closed. A change to the version after approval sends the matter back to Review. Only an authorised exercise approver may approve; only the simulated signatory may mark the correct version signed. Learners may test these actions using test accounts or a paper prototype, not impersonate real decision-makers.

Define evidence for each transition and tests for missing data, duplicate requests, wrong entity, unavailable approver, revised terms, denied access and failed export. Use `lantern-legacy.csv` for migration practice. Its inconsistencies are intentional.

L12 — capstone release policy

Initial material is available for self-study. During a facilitated assessment the instructor chooses a private event packet and an unseen variation. Do not seek the assessor notes. If studying alone, use the visible casebook as a practice capstone and label the result self-study, not independently assessed. Peer review is valuable but does not create an academy award.

Migration source extracts

Use with A17 and the twenty-row `lantern-legacy.csv`. These extracts are the entire supplied evidence for the identified rows, not complete agreements. The other rows remain imported assertions awaiting source verification. Do not claim all twenty records are source-verified. Preserve the original CSV and each record ID; a clean-looking output is not proof of accuracy.

ALT-01 and ALT-01A — L001/L002

ALT-01, signed: "Service begins 1 January 2026 and expires 31 December 2026. Notice to prevent renewal must be received at least sixty calendar days before expiry. Any amendment requires written agreement by authorised representatives." No delivery address or deemed-service clause is supplied.

ALT-01A, unsigned proposal: "Extend expiry to 30 June 2027 and change notice to ninety calendar days." Empty signature blocks. A later upload date is not proof of agreement.

ELM-05 — L006

Signed teaching extract: "Expiry is 31 December 2026 at 17:00 London time. The customer may prevent renewal by a notice received no later than 17:00 London time on the date obtained by subtracting sixty calendar days from the expiry date. For this exercise only, the named contract manager's designated portal records immediate receipt and is available every day."

This deliberately supplies a complete exercise counting convention, not a rule to import into other contracts. The latest date under that convention is 1 November 2026; an internal reminder fourteen calendar days before it is 18 October 2026. Actual notice sufficiency, authority and any real service evidence would still require review. Explain the subtraction rather than calling the reminder a legal deadline.

FER-06 — L007

Signed extract: "Thirty business days' notice required before expiry on 30 April 2027." No business-day definition, holiday calendar, time zone or service mechanism is supplied. Do not substitute thirty calendar days to force a completed deadline.

JUN-10 — L011/L020

Signed extract: "Juniper Ltd; service 1 January–31 December 2026; monthly fee £1,100." Both imported rows identify this same document and repeat its fields. They are duplicate candidates: confirm document identity and whether either represents a separate obligation before excluding one from totals. Keep a merge/exclusion log and original row references.

OAK-15 — L016

Signed extract: "Annual subscription charge: £2,200, invoiced once per year in advance. No separate monthly subscription is payable." The migration column name `monthly_fee_gbp` conflicts with this source. Preserve £2,200 and period `annual`; a £183.33 rounded monthly equivalent is a derived reporting figure, not the invoice or a newly agreed fee. Show rounding and do not lose the annual original.

ROW-18 — L019

Signed teaching extract: "Expiry is 31 August 2027 at 12:00 London time. Notice must be received by 12:00 on the date obtained by subtracting thirty calendar days from expiry. For this exercise only, the designated portal records immediate receipt and is available every day."

Under that supplied convention the date is 1 August 2027; a fourteen-calendar-day internal reminder is 18 July 2027. Do not apply this result to MAP-13, DOV-04 or any other row with missing mechanics.

Your verification record

For each cleaned field, retain `record_id`, document ID, field, original value, reviewed/derived value, location, transformation and review status. Use distinct states: verified from this extract; imported/unverified; proposed amendment; missing; conflicting; not applicable with reason. An empty value is not automatically "none."

Independent check: ask a peer—or your later self without the spreadsheet—to reconstruct the annual fee and one blocked deadline from this file. Record whether the output retained enough evidence. No fictional signature, missing schedule or guessed currency should be created to make the dataset complete.

The Northfield exercise

Attempt after A20 or before final A24 readiness. This is a disclosed, ungraded transfer exercise, not an unseen assessment. The extracts and entities are fictional. Use an England-and-Wales baseline; do not supply a final enforceability opinion. Work from the documents before reading the feedback.

Instruction

Northfield Training Ltd wants to launch a reporting service. The sponsor's mandate permits a twelve-month commitment and £35,000 excluding tax for that commitment, including implementation. You may recommend but not accept terms. Produce a one-page approval note, three issue entries and one coherent proposed change. Identify one apparently reassuring fact that does not close the review and one term you should not flag merely because it differs from a preferred template.

N1 — order, signed by supplier only

Customer: Northfield Training Ltd. Twenty-four named users. Monthly fee £2,400 for twelve months beginning on written service acceptance; implementation £4,000. Price and initial term in this order override conflicting MSA provisions. Five named reports are included; additional reports require a signed change. Customer project lead is designated for acceptance after passing the agreed tests.

N2 — master terms, proposed execution copy

The service renews for eighteen months unless notice is received thirty calendar days before expiry. Renewal fees increase by 10%. Formal notices use the named postal contract manager; an address field is blank. The general cap is £60,000 in aggregate, subject to stated exceptions requiring review with the complete set. Configuration rights permit the customer and a replacement provider to use and modify the supplied configuration for internal operation and transition after expiry, subject to confidentiality; supplier retains its platform IP.

N3 — testing record

Four report tests pass. The fifth produces duplicate learner rows. Supplier records "delivery complete." Customer project lead replies: "We can begin the pilot while you fix the fifth report; please do not start subscription invoicing yet." No acceptance certificate or approved change is supplied.

N4 — finance email

"Twelve months at £2,400 plus £4,000 is £32,800. This is below our £35,000 approval. We have not reviewed the renewal term or a changed start trigger."

Feedback — compare only after your attempt

The £32,800 arithmetic is sound on the order's initial-term figures; it does not approve an eighteen-month automatic renewal or settle future fees. The unresolved notice address also matters to a usable renewal decision. The failed test and express billing reservation prevent treating the supplier's "delivery complete" label as conclusive written customer acceptance. Investigate the full terms and communications rather than deciding breach or formation from a label.

Do not automatically demand assignment of the entire platform. N2 supplies a meaningful configuration-use package; verify its scope, rights chain and any third-party limits against the operational need. A blanket "no durable rights" finding would ignore supplied evidence. An acceptable proposed change must coordinate acceptance/billing, renewal/notice and the actual mandate; several commercial solutions may be defensible.

Record one correction. Then answer the independent variation: the sponsor approves a twelve-month renewal only by written agreement, not automatically. Which clauses, reminders and approval fields must change? A correct answer follows the decision through all affected outputs rather than changing one number.

The Kenya data lab

An optional application after C04/C06 and alongside A12. This is a separately scoped Kenyan exercise, not an assertion that English law governs Kenyan processing. All organisations and records are fictional. No real personal data is required.

What you will learn

Explain selected data-protection principles, distinguish lawful-basis analysis from notice and security, and complete a source-to-control record. The reading is Kenya Law's Data Protection Act, Cap. 411C, version dated 31 December 2022, identified by the publisher as its latest Act version at the 12 September 2026 check. That version date is not the retrieval date and does not incorporate every relevant regulation, decision or sector guideline into this lab. Check subsequent developments; a Kenyan-qualified reviewer must verify the applicable regime before professional use. [Kenya Law: Data Protection Act, Cap. 411C — version 31 December 2022](#)

Read the obligation before building the register

Start with definitions and scope in sections 2 and 4. In the supplied Act, section 25 addresses, among other matters, lawful/fair/transparent processing, specified purposes, necessity, accuracy, retention and transfers. These are distinct tests: a secure system can still collect unnecessary information or use it for an incompatible purpose.

Section 29 concerns information given in connection with collection. Section 30 requires an applicable lawful processing ground: consent is one route, not the name for every permitted use. If relying on contractual necessity, explain why that particular processing is needed for the data subject's contract; being a customer does not make all later uses necessary. Consent itself has conditions in section 32. A notice does not create a lawful basis merely by describing an activity.

Sections 41–42 connect appropriate technical/organisational measures to design, default settings, risk and implementation. Section 42(2) addresses sufficient processor guarantees and a written instructions-based contract; section 42(3) addresses processing outside instructions. Do not import a UK Article 28 checklist as the complete Kenyan analysis. Sections 25(g) and 39 concern retention; a period chosen by an author is not a statutory retention rule.

For incident triage, read section 43 carefully rather than copying one number into every register. Its controller notification provision addresses unauthorised access/acquisition and real risk of harm, with notification without delay and within 72 hours of awareness under the stated test. The processor provision separately requires notice to the controller without delay and, where reasonably practicable, within 48 hours of awareness. Recipient, trigger and qualification differ. These are not permission to wait until the last hour; preserve facts and escalate immediately for the applicable analysis. Current regulations and guidance need separate checking.

For foreign support access or storage, examine sections 25(h), 48 and related provisions with current regulations/guidance. A server's location or a processor contract alone does not prove every transfer condition is satisfied. Sensitive data, children's data, DPIAs, commercial use and registration introduce further workstreams; this lab does not decide them from a generic form.

Supplied fictional activity

Kito Training Ltd operates an adult training course in Kenya. It collects a learner name, work email, course choice and attendance. The form also asks every learner for a date of birth and free-text medical details, although Operations can identify no need for those fields in ordinary enrolment. An external platform stores the forms; its support locations are not yet known. A staff member exports an attendance spreadsheet to a shared folder. Marketing proposes reusing that export for a new campaign, not described in the supplied enrolment purpose.

Completed data map

Completed data map — table 1

Activity/copy	Purpose and access	Evidenced fact or gap	Decision
Enrolment form	Administer selected adult course; enrolment team	Form fields supplied; necessity for DOB/medical text unexplained	Remove those fields from ordinary flow pending a separate justified support process
Platform storage/support	Hosting and support	Contract, recipients and access locations not supplied	Obtain processing particulars, guarantees, written terms and transfer information
Attendance export	Attendance administration; shared - folder access	Copy exists; access list and retention decision not supplied	Restrict access and establish an evidenced retention/deletion decision
Proposed campaign	New marketing purpose	New purpose not part of supplied enrolment analysis	Separate purpose/lawful - basis, notice and commercial - use review; do not approve from the original form

Completed source-to-control record

Completed source -to -control record — table 2

Field	Worked entry DP-01
Source and scope	Supplied Act, sections 25(d) and 41(3); fictional ordinary enrolment within the assumed Kenyan scope
Requirement explained	Limit processing by default to what is necessary for the specific purpose; do not collect extra fields merely because a form permits them
Fact/application	Operations states no ordinary - enrolment need for DOB or medical free text; any accessibility - support purpose requires a separately scoped decision
Proposed implementation	Remove those default fields; document the minimum enrolment field set; route support requests through a separately approved process
Owner and trigger	Fictional enrolment lead; before the form is used and when the purpose/fields change
Evidence	E - DP1 necessity decision; E - DP2 test - form configuration; E - DP3 test showing prohibited fields are absent; restricted handling plan for any existing copies
Status	Worked design accepted for this example; operating compliance not independently established
Residual work	Verify applicable current law, other field necessities, notice/basis, supplier terms, retention, sensitive - data conditions and any required DPIA/registration

The trigger “before using the form” implements the design decision; the lab has not invented a universal number of retention days. A real retained record may need restriction or a lawful retention exception rather than indiscriminate deletion. Separate that question from fixing a future default.

Guided attempt and feedback

Operations removes the medical field, but a weekly export still copies old responses into a broadly shared folder. Is DP-01 complete?

Compare after answering: the future form is improved, but existing copies and the ongoing export remain a distinct processing problem. Map recipients/access, stop unnecessary replication through an authorised process, determine lawful retention/handling, and obtain implementation evidence. A screenshot of the new form cannot prove the old copies were handled appropriately.

Independent work

Produce three entries: an external-source requirement, an explicitly labelled internal review policy, and a proposed contractual obligation. For each give source/type, applicability, control, owner, timing basis, evidence and residual question. Reuse the map but change the delivery to include adult learners accessing from another jurisdiction; identify the additional scope facts needed without asserting universal applicability.

Success means another reviewer can distinguish law, your interpretation and the organisation's chosen implementation. A completed register is not a certificate that Kito is compliant. Use the core submission format and peer/solo feedback route.

Aster: a worked memorandum

A model for C05, not the Cedar M1 assessment or advice to a real client. The facts below are the supplied C02 example with the guided £600 workaround invoice added. Read the memo before the annotations, then draft your own changed-fact response.

To: Supervising counsel, fictional Aster matter

Decision: Authorise targeted evidence gathering and a proposed repair discussion; do not approve a quantified damages demand yet

Scope: English-law contract questions on supplied extracts only; no final formation, enforceability or remedy opinion

Recommendation

Seek correction of the two failed specified exports while preserving the separate six-export scope issue. Obtain the complete contract set, communications and loss evidence before advising on a demand. Do not present the £900,000 annual turnover as proved loss. The £600 temporary-service invoice is relevant expenditure, but recovery remains subject to entitlement and the applicable limits. Obtain instructions before communicating a settlement or release.

Facts and uncertainties

Facts and uncertainties — table 1

Supplied evidence	Supported fact	What it does not settle
Signed scope extract	Four specified exports; two reported failures	Dependencies, testing evidence, whole-document terms or a complete remedy
Earlier sales email	Six exports were mentioned	Whether the additional statement was incorporated or has a separate legal consequence
Price record	£12,000 paid	A fixed damages measure or automatic refund right
Turnover statement	£900,000 annual gross sales asserted	Loss caused by these failures
Workaround invoice	£600 charged for a temporary export service	Reasonableness, causation, offsets or recoverability

Analysis

Start with the actual communications and contract set. The four-export promise gives a concrete performance question, but confirm which exports failed, agreed standards and any customer dependencies. For the other two exports, the sales email may raise an incorporation or separate pre-contract statement issue; it is not enough to assume either six contractual deliverables or that the email is irrelevant. RTS illustrates contextual agreement analysis, while Wood requires the contractual text to be read as a whole in context. Neither decides these fictional facts without the missing documents. [RTS Flexible Systems v Molkerei Alois Müller \[2010\] UKSC 14](#) [Wood v Capita \[2017\] UKSC 24](#)

Separate that scope inquiry from loss. The ordinary compensatory comparison concerns the position with and without performance. Morris-Garner paragraph 95(6)–(9) provides the reading anchor; this memo does not use negotiating damages as a substitute for proving ordinary loss. Request the operational interruption, workaround purpose, avoided costs, refunds/credits and other relevant loss evidence. The £600 invoice may support a claim, but its existence alone is not the entire analysis. Do not add overlapping refunds, credits and expenses as if each necessarily compensates a different loss. [Morris-Garner v One Step \(Support\) Ltd \[2018\] UKSC 20](#)

Options and next steps

Option 1 is a scoped repair/clarification discussion preserving unresolved issues; it may restore service without determining every claim. Option 2 is a quantified claim or negotiated exit after evidence and rights review; its cost, timing and continuing-service consequences require client instructions. Neither option authorises this analyst to accept terms or waive claims.

The matter analyst should obtain executed documents, incorporation/precedence terms, acceptance tests and the full email chain. Operations should confirm failures and workarounds; Finance should substantiate expenditure and offsets. Counsel should review formation, scope, potential remedies and any time-sensitive rights. The sponsor decides the authorised commercial approach. Preserve relevant records now rather than waiting for the final memo.

Why these choices matter

The recommendation tells the supervisor what to authorise. The table separates a document's existence from the conclusion it can support. The analysis treats four promised exports and two disputed extras differently. The alternatives explain what changes operationally. Every next action has a role; no approval, case quotation or fact is invented.

The memo intentionally does not choose a single definitive contract interpretation or quantify damages from incomplete evidence. That is a reasoned limitation, not permission to avoid analysing what the supplied facts do support. Your independent draft should improve when facts change, not simply reuse this conclusion.

Working with the finance models

These are completed fictional teaching examples, not Lantern/Meridian assessment answers, investment recommendations, accounting opinions or approved transaction models. No macros, external connections or live data are required.

Open only the sheet assigned by your current unit; the other sheets are reference material, not extra tasks before you can start. Follow the unit sequence below rather than the workbook's tab order. Everyone starts with Maple in C03. Contracts learners next use Service credits in A09; corporate learners use Alder price in B08, Preferences in B15, Cap table in B16 and Funding in B17.

Open `finance-models.xlsx` in a spreadsheet application with formula calculation enabled. Yellow numeric cells are inputs; green cells contain formulas. Colour is a convenience, not the only cue: the formula bar and descriptive row labels identify the calculation. Initial calculated results are included for previewers. After changing an input, use a calculating spreadsheet application; a static preview does not update results.

The companion [text and formula view](#) lists every occupied cell, formula and initial result in reading order. It needs no spreadsheet application, JavaScript or colour recognition. The unit tables and checks below provide shorter summaries.

Original and changed-input workbooks were recalculated with LibreOffice, including an XLSX–ODS round trip. That check does not establish compatibility with every Excel version, language setting, spreadsheet previewer or screen reader. If a formula does not update or a control is inaccessible, use the text view and give your instructor the application/version and cell through your existing academy arrangements.

Working with the finance models — table 1

Sheet	Unit	Initial checks	Try changing
Maple	C03	Operating profit 50; price equity 270; seller consideration 216; book balance check 0, all in £000	Debt from 45 to 55: equity 260, seller consideration 208
Service credits	A09	£400 at 99.2% on £8,000; every boundary match is 1	Availability to 99.5 gives £0; 99.4999 gives £400
Alder price	B08	Equity £8.3m; 80% seller consideration £6.64m	Debt/cash or the signed working-capital adjustment; explain the sign

Sheet	Unit	Initial checks	Try changing
Preferences	B15	Non-participating payouts at £0/£1m/£4m/£12m exits: £0/£1m/£2m/£3m	Exit values and as-converted percentage, without inventing other classes
Cap table	B16	£4/share; 250,000 new; founder 36% diluted; investor 20% diluted and about 21.74% issued	Investment to £2m: 500,000 new; founder 30% diluted
Funding	B17	£10.5m sources, £10.5m uses, zero difference	Lender cash to £5.5m gives a £0.5m gap

Keep an unchanged copy. Show formulas, input source, units and assumptions in your work. A negative working-capital adjustment is entered with a minus sign; do not subtract it twice. Fractions such as 0.8 mean 80%, while the availability input explicitly uses percentage points such as 99.2. Share counts may require an expressly agreed rounding rule in a real model.

For text-only submission, use `cell | label | input or formula | result | source/assumption`.

Example: B8 | Maple equity | =B5-B6+B7 | 270 (£000) | stated EV/debt/cash model. Provide every material formula and at least one changed-input check, not just a screenshot or final number.

No result in this workbook proves distributable reserves, valid issuance, lawful funding, tax treatment, availability of cash or effective release. Explain the legal/documentary workstream separately.

Published assessment specimens

These are disclosed practice tasks, not unseen examination papers. Formal delivery, conditions, parallel forms and standards require approval before consequential assessment.

K1 | Core knowledge and application examination

Candidate brief

Individual, 90 minutes, 100 marks. No generative AI, messaging, model answers or outside assistance. You may use the source-reading index and the specified legislation/judgments, but must write your own analysis. Reasonable adjustments are available. The facilitator records conditions; an unsupervised attempt is practice, not verified assessment. Use fictional facts only. This assessment contributes 15% of the proposed pathway result; the proposed K1 threshold is 70%, subject to academic approval before a real cohort.

1. Formation and scope — 20 marks. Brook offers five workshops for £10,000. Vale replies “agreed with recordings”; Brook replies “start date confirmed” and delivers one workshop. A purchase order refers to different terms, and no signed long form exists. Explain two plausible agreement/terms analyses, identify evidence needed and distinguish formation from breach. Do not conclude from absence of signature alone.
2. Company authority — 15 marks. A fictional operations manager approves a £40,000 purchase despite an internal £15,000 limit. Identify the intended company, evidence relevant to authority and the difference between internal approval and external binding effect. Explain why CA40/CA43 do not justify a conclusion without facts about the actor and transaction.
3. Finance — 20 marks. Under an agreed teaching formula, enterprise value is £5m, included debt £0.8m, included cash £0.2m and a working-capital shortfall reduces price by £0.1m. Calculate reference equity value and 60% secondary consideration. Explain how a separate £0.5m primary investment differs and why it cannot simply be added to seller proceeds.
4. Evidence — 15 marks. A support note says “settled”; the customer's email says “we accept the workaround without waiving our position.” Logs are due for deletion tomorrow. Prepare a neutral factual summary and prioritised next actions. Do not assume settlement or privilege from a label.
5. Drafting — 15 marks. Rewrite “Supplier will help quickly if the system fails” as a bounded educational service obligation using stated assumptions. Identify actor, trigger, action, timing, communication, evidence and a decision still needed. Do not pretend your chosen time is statutory.
6. AI evaluation — 15 marks. A tool flags 15 issues; nine are genuine, and the reviewed answer set contains 12 genuine issues. Calculate precision and recall, explain what they omit, and propose two tests or controls before any deployment.

Submission and criteria

Submit numbered answers, calculations and a short authorship declaration. Credit is given for accurate distinctions, application, usable next steps and explicit limitations. Unsupported certainty loses credit. A correct number without a visible method earns limited credit. No automatic professional certificate follows a quiz or exam score.

M1 | Core professional memorandum

Candidate brief

Individual, open source, 900 words maximum plus one table and a 150-word clause. Permitted AI assistance must be disclosed after your own initial issue analysis. You may discuss general methods, not exchange completed answers. This task contributes 15% of the proposed pathway grade.

Fictional Cedar Events receives an eight-session proposal for £16,000. It replies "agreed, including recordings." The supplier replies "dates confirmed," delivers two sessions without recordings and later misses a third. Cedar incurs £2,500 of documented replacement costs and claims £30,000 of reputational loss without supporting evidence. A purchase order says supplier standard terms do not apply; the supplier's acknowledgement refers to its own standard terms. The final contract set is uncertain.

Write to supervising counsel. Address the decision required, formation/terms alternatives, missing evidence, the missed-session issue, different loss assertions, options and a recommended next step. Propose one clause that would improve future scope/acceptance clarity; do not imply that a later draft alters the existing legal position. Attach a fact/assumption/source table and version log. Declare accepted/rejected AI suggestions if used.

Submission and criteria

Marking: legal/factual analysis 35; commercial options/prioritisation 20; writing and audience 20; proposed clause 15; evidence/process 10. The best answer need not choose a single final contractual conclusion where the record is incomplete. It must explain why uncertainty matters and what to do about it. Peer comments are permitted only on clarity and method; disclose them.

AT1 | Contracts technical assessment: an integrated review

Candidate brief

Individual, open source, 1,200 narrative words plus annotated extracts/tables. AI permitted only with fictional data, a process record and your own review. This technical checkpoint contributes 10% of the proposed pathway grade.

Use Lantern L01–L10 with these assessment facts replacing the relevant base values: the order is for 80 named users, £7,500 per month for 12 months after acceptance, and £15,000 implementation. The draft MSA still says 24 months and £12,000 monthly from signature. The sponsor's approved first-year budget is £120,000. Four reports are essential at launch, two may follow only if separately approved. Supplier confirms an independent contractor wrote the connector but supplies no assignment. Support access outside the UK is proposed but locations are incomplete.

Submit: an entity/scope/price conflict table; a reasoned redline addressing agreement architecture, acceptance, liability, IP, data and exit; a first-year cost model; and a concise approval/referral note. Identify legal questions separately from proposed commercial concessions. Do not present an unsigned draft as agreed or import base-case financial figures silently.

Submission and criteria

Marking: legal/commercial analysis 30; coherent drafting 25; price/data accuracy 15; prioritised advice 20; transparent process 10. Evidence must connect conclusions to the case and relevant sources. A privacy schedule pasted without relation to the activity is weak work. Do not certify legal compliance or enforceability.

AN1 | Contracts negotiation assessment

Candidate brief

Individual performance in a paired or small-group exercise: 25 minutes of negotiation and 15 minutes of debrief. Preparation may use approved tools; no live AI assistance during the observed exchange. A structured written exchange is an equivalent by arrangement. This task contributes 15%.

You receive a private buyer or supplier mandate from the facilitator. Keep it confidential from the other side. Prepare interests, options, dependencies and authority limits. Negotiate scope, acceptance, commercial commitment and one risk issue. A changed fact will be introduced. You may stop for instructions; agreement is not required.

Submit your own preparation sheet, concession/status log and 500-word handover. Distinguish proposed, provisionally agreed, approved and unresolved positions. Do not claim a peer's work as your own or fabricate approval. A learner without a facilitator may practise with visible case assumptions but must not describe the result as observed academy assessment.

Submission and criteria

Marking: preparation 20; listening/clarification 20; coherent proposals 25; authority/ethical discipline 20; handover 15. Assessors judge individual contributions, not how forcefully someone speaks or whether the other side conceded. Confidential role packets and event variations are held in the protected instructor materials.

AT2 | Contracts operations and AI evaluation assessment

Candidate brief

Individual, open tools, 1,000 narrative words plus outputs. This task contributes 10%. Use Lantern's fictional legacy data, a proposed agreed-for-exercise position clearly identified, and no real client records.

Deliver: an untouched input dataset, cleaned output, schema, exception log, obligation register and a tested intake/approval workflow. Include at least eight tests: incomplete request, duplicate, missing source, conflicting dates, changed approved version, unavailable approver, denied access and hostile instruction in a document. A manual/rules-based alternative is permitted if it meets the same functional tests.

Evaluate one bounded extraction or routing task against a reviewed expected-output set. Record actual observations, errors, severity, time and limitations. Use at least two holdout records not used to improve the process. Recommend deployment, narrower use, further testing or rejection. Never claim that a small simulation establishes general productivity or legal accuracy.

Submission and criteria

Marking: data reliability 25; usable workflow and controls 25; evaluation method/results 25; post-award handover 15; individual explanation/process 10. You must preserve uncertainty rather than silently filling missing fields. The assessor may change an input or role to test your implementation.

AP1 | Contracts final work-product capstone

Candidate brief

Individual, weeks 21–24, maximum 2,500 narrative words plus documents and tables. This task contributes 25%. Use the Lantern casebook and the facilitator's event release. Peer discussion is limited to methods and disclosed clarity feedback. AI assistance is permitted within the handbook's data/tool rules.

Deliver one indexed pack: scope/authority note; evidence/issue register; clean and marked-up agreement extracts; financial/credit calculations; negotiation/decision record; tested approval workflow; post-award and exit handover; AI/process log; and unresolved questions with accountable next steps. Reconcile the whole package after the event. Do not invent signatures or acceptance.

Submission and criteria

Rubric: substantive analysis 30; document/data accuracy 25; commercial priorities/options 15; communication/handover 15; process and accountable AI use 15. Two assessors review the work. The proposed capstone threshold is 75%, with no unresolved critical integrity/safety failure and the required competency evidence. Numeric thresholds require faculty calibration before live credential use; the software does not automatically award the certificate.

AO1 | Contracts oral defence

Candidate brief

Individual, 30 minutes, no live AI or outside help. This task contributes 10%. You may refer to your submitted pack. The assessor asks you to explain a material choice, test a changed fact, locate evidence and identify a limitation. Reasonable adjustments preserve the competency being assessed without requiring a particular accent or presentation style.

Structure: five-minute overview; ten minutes of substantive questions; ten-minute unseen variation; five-minute reflection and limits. You are not expected to give immediate definitive advice on every unfamiliar legal question. You are expected to recognise what changes and what additional review is needed.

Submission and criteria

Marking: ownership/reasoning 35; response to variation 30; evidence/control awareness 20; clarity and professional limits 15. Proposed threshold: 70%. The assessor records reasons, not merely a pass/fail label. A self-recorded practice presentation does not count as independently observed O1.

Your work product

Learner identifier: Unit / assessment: Version / date: Fictional matter / jurisdiction: Intended reader / decision: Scope / exclusions:

Executive recommendation

State an action, conditions, owner and deadline. Identify what remains provisional.

Fact and evidence table

Fact and evidence table — table 1

Proposition	Source ID / location	Fact, statement or assumption?	Missing/contrary evidence	Consequence
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Complete with your analysis

Analysis and options

Explain the relevant principle, application, alternatives, trade-offs and limit. Do not simply list sources.

Actions and decisions

Actions and decisions — table 2

Action / decision	Owner	Authority / reviewer	Dependency	Evidence of completion
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Complete with your analysis

Tools, collaboration and review

Tool/version or manual method: Permitted input scope: Useful output and checks: Correction or rejected suggestion and reason, if a tool was used (otherwise manual review checks): Peer/faculty feedback: Changes since prior version: Unresolved questions / specialist referrals: Authorship declaration:

Reading index & evidence limits

Edition 2026.09-publications-1. Editorial study preview. Fictional matters; not legal advice, bar preparation, practising authority or an accredited award. Jurisdiction-qualified sign-off and assessment calibration have not been completed. Assessed awards are not active.

Primary texts, court decisions, regulator guidance and professional frameworks have different authority. Linked materials remain with their publishers; they are not copied into these packs. An accessible page is not a verified statement of all current law. Read amendments, commencement, extent and current review notices. Some publishers restrict automated access. If a required text cannot be inspected, record the gap and obtain an authorised copy; do not invent its contents. SRA, the SRA AI warning, CLOC and WorldCC are scoped professional/context readings, not substitutes for the governing law. NVCA model descriptions and the SEC resource are optional comparison only; the original exercises do not require copying a model suite. The Kenya Law Act reading is pinned to its version dated 31 December 2022; check subsequent changes and related regulations, guidance and decisions separately. No affiliation or endorsement is claimed.

SRA — SRA: statement of solicitor competence

<https://www.sra.org.uk/solicitors/resources/continuing-competence/competence-statement/>

England and Wales. Study focus: A: judgment and ethics; B: practice; C: relationships; D: work management.

SRAAI — SRA: Misuse of AI — warning notice, 17 August 2026

<https://www.sra.org.uk/solicitors/guidance/misuse-ai/>

England and Wales; SRA-regulated firms and individuals, not a worldwide rule. Study focus: Optional professional context: accuracy, source verification, supervision and client confidentiality; distinguish the warning's scope from technical risk guidance.

UCTA2 — Unfair Contract Terms Act 1977, section 2

<https://www.legislation.gov.uk/ukpga/1977/50/section/2>

England and Wales: check statutory extent and application. Study focus: Negligence exclusions and different treatment of death/personal injury and other loss.

UCTA3 — Unfair Contract Terms Act 1977, section 3

<https://www.legislation.gov.uk/ukpga/1977/50/section/3>

England and Wales: check statutory application. Study focus: Liability arising in contract and written standard terms.

UCTA11 — Unfair Contract Terms Act 1977, section 11

<https://www.legislation.gov.uk/ukpga/1977/50/section/11>

England and Wales: check statutory application. Study focus: Reasonableness assessed against relevant formation circumstances.

CA16 — Companies Act 2006, section 16

<https://www.legislation.gov.uk/ukpga/2006/46/section/16>

UK company formation; check statutory scope. Study focus: Section 16(1)–(3): effect of registration and the incorporated body.

CA40 — Companies Act 2006, section 40

<https://www.legislation.gov.uk/ukpga/2006/46/section/40>

UK company law. Study focus: Power of directors to bind the company; good-faith counterparty protection.

CA43 — Companies Act 2006, section 43

<https://www.legislation.gov.uk/ukpga/2006/46/section/43>

UK company law: check extent. Study focus: Company contracts and authority.

CA44 — Companies Act 2006, section 44

<https://www.legislation.gov.uk/ukpga/2006/46/section/44>

England and Wales company execution context. Study focus: Execution of documents; distinguish valid execution from internal approval.

CA172 — Companies Act 2006, section 172

<https://www.legislation.gov.uk/ukpga/2006/46/section/172>

UK company law. Study focus: Duty to promote success, statutory factors and limits.

CA175 — Companies Act 2006, section 175

<https://www.legislation.gov.uk/ukpga/2006/46/section/175>

UK company law. Study focus: Situational conflicts and authorisation conditions.

CA177 — Companies Act 2006, section 177

<https://www.legislation.gov.uk/ukpga/2006/46/section/177>

UK company law. Study focus: Declaration of interest in a proposed transaction.

IP11 — Copyright, Designs and Patents Act 1988, section 11

<https://www.legislation.gov.uk/ukpga/1988/48/section/11>

UK copyright. Study focus: First ownership and employment distinction.

IP90 — Copyright, Designs and Patents Act 1988, section 90

<https://www.legislation.gov.uk/ukpga/1988/48/section/90>

UK copyright. Study focus: Assignment and writing/signature formalities.

CPR31 — Civil Procedure Rules, Part 31

<https://www.justice.gov.uk/courts/procedure-rules/civil/rules/part31>

England and Wales. Study focus: Rules 31.1–31.3, 31.19–31.22: scope, disclosure, inspection and withholding; not a complete privilege analysis.

PD57AD — Practice Direction 57AD: disclosure in the Business and Property Courts

<https://www.justice.gov.uk/courts/procedure-rules/civil/rules/part-57a-business-and-property-courts/practice-direction-57ad-disclosure-in-the-business-and-property-courts>

England and Wales; defined proceedings and exclusions. Study focus: Paragraph 1: scope and interaction with other disclosure rules; verify the applicable procedure.

UKGDPR28 — UK GDPR, Article 28: processor

<https://www.legislation.gov.uk/eur/2016/679/article/28>

UK data protection; read applicable amendments and commencement. Study focus: Article 28(2)–(4) and (9): particulars, required terms, subprocessors and written form; not a transfer-clearance opinion.

ICO28 — ICO: what needs to be included in the contract?

<https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/accountability-and-governance/contracts-and-liabilities-between-controllers-and-processors-multi/what-needs-to-be-included-in-the-contract/>

UK data protection. Study focus: Roles, mandatory contractual topics and liability; check current review notices.

NY1401 — New York General Obligations Law section 5-1401

<https://www.nysenate.gov/legislation/laws/GOB/5-1401>

New York. Study focus: Choice-of-law provision, monetary condition and exceptions.

NY1402 — New York General Obligations Law section 5-1402

<https://www.nysenate.gov/legislation/laws/GOB/5-1402>

New York. Study focus: Choice-of-forum provision; distinct conditions from choice of law.

NIST — NIST AI Risk Management Framework: Generative AI Profile

<https://nvlpubs.nist.gov/nistpubs/ai/NIST.AI.600-1.pdf>

Technical risk-management reference, not law. Study focus: Risk identification, measurement and management for generative AI.

KENYA — Kenya Law: Data Protection Act, Cap. 411C — version 31 December 2022

<https://new.kenyalaw.org/akn/ke/act/2019/24/eng@2022-12-31>

Kenya; pinned consolidated version 31 December 2022; check subsequent changes and subsidiary legislation. Study focus: Sections 2, 4, 25, 29–32, 39, 41–43 and 48: scope, grounds, duties and safeguards; the publisher identified this as its latest Act version at the 12 September 2026 check, not a complete current-law opinion.

CLOC — CLOC: what is legal operations?

<https://cloc.org/what-is-legal-operations/>

Professional framework, not law. Study focus: Work management, technology and service delivery.

WORLDCC — WorldCC certification programme overview

<https://www.worldcc.com/education-training/certifications.html>

Professional framework, not law. Study focus: Contract lifecycle, performance and relationship management; no Esheria affiliation.

RTS — RTS Flexible Systems v Molkerei Alois Müller [2010] UKSC 14

<https://caselaw.nationalarchives.gov.uk/uksc/2010/14>

England and Wales. Study focus: Contract formation assessed through communications and conduct; exact facts matter.

WOOD — Wood v Capita [2017] UKSC 24

<https://caselaw.nationalarchives.gov.uk/uksc/2017/24>

England and Wales. Study focus: Interpretation of contractual language in context.

CAVENDISH — Cavendish / ParkingEye [2015] UKSC 67

<https://caselaw.nationalarchives.gov.uk/uksc/2015/67>

England and Wales. Study focus: Penalty doctrine; primary/secondary obligations and legitimate interests.

MORRIS — Morris-Garner v One Step (Support) Ltd [2018] UKSC 20

<https://caselaw.nationalarchives.gov.uk/uksc/2018/20>

England and Wales. Study focus: Paragraph 95(6)–(9): compensatory contract damages and establishing loss; read the separate limits on negotiating damages in context.