
CASEBOOK / SEPTEMBER 2026

Project Lantern

The learner casebook for Commercial Contracts & Legal Operations. A fictional client matter.

Careful reading. Applied work.
Accountable professional judgment.

INSIDE THIS PUBLICATION

Contents

Read in sequence or go directly to the section you need. The contents and PDF bookmarks link to each section.

01	L01 — business instruction, exercise day 1	4
02	L02 — draft master services agreement, version MSA-1	4
03	L03 — order form, version OF-2	5
04	L04 — statement of work, version SOW-1	6
05	L05 — proposed service-level schedule	6
06	L06 — IP and rights inventory	7
07	L07 — processing and security draft	7
08	L08 — supplier questionnaire and correspondence	8
09	L09 — learner negotiation mandate	8
10	L10 — financial worksheet inputs	8
11	L11 — workflow specification starter	9
12	L12 — capstone release policy	9

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.

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:

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

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

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.