



MRA Event of Default and Material Breach Procedure

MAP16

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Introduction

1.1 Scope and Purpose

This document is provided in support of the Master Registration Agreement (MRA) and details the process for progressing the resolution of Material Breaches or suspected Material Breaches of the MRA and Events of Default. It has been produced on behalf of the MRA Executive Committee (MEC) in order to:

- clarify the responsibilities of parties to the MRA, MEC and MRASCo with respect to instances of or suspected instances of Material Breach or Events of Default; and
- define the steps and timings involved in the process of handling instances of Material Breach or Events of Default.

A Breach that is not material should not be progressed via this procedure and should be resolved by other means, such as by raising a Change Proposal or progressing via the Disputes procedure set out in MRA Clause 40.

1.2 Definitions

Capitalised terms used in this MRA Agreed Procedure (MAP) that are not defined here shall have the meaning given to that term in the MRA.

The following terms are also used in this document and have been defined here:

affected party	the Reporting Party and the Suspected Party
Breach	any instance of non-compliance by a party with any of its obligations under the MRA
Defaulting Party	as defined in Clause 36 of the MRA
Event of Default	as defined in Clause 36 of the MRA
Impacted parties	any MRA Parties potentially affected by a Material Breach or Event of Default
Material Breach	an instance of Breach that is a material breach of any of the material terms and conditions of the MRA
non-compliant party	a party who MEC has determined is in Material Breach of the conditions precedent as detailed in clause 36.1.9 of the MRA
Reporting Party	as defined in Clause 36 of the MRA
Suspected Party	as defined in Clause 36 of the MRA

1.3 Associated Documents

This MAP is related to the Master Registration Agreement (in particular Part IX clause 36). This MAP responds to the obligation on MEC, contained in MRA clause 36, to establish procedures for the resolution of Events of Default.

Parties are advised to refer to the Conciliation Process documented in Guideline 20 before reporting an alleged Material Breach.

1.4 Appeals

Clause 36.26 of the MRA provides details of the appeals process that should be followed in those circumstances where a party is dissatisfied with any decision that MEC has taken in relation to a (suspected) Material Breach or Event of Default.

1.5 Acronyms

The following acronyms are used in this guideline:

CM	Contract Manager
EoD	Event of Default
MDB	MRA Development Board
MEC	MRA Executive Committee
MRA	Master Registration Agreement
MRASCo	MRA Service Company
WD	Working Days

2 MATERIAL BREACH OF THE MRA

2.1 Summary

A party is in Material Breach of the MRA when it is non-compliant with a material provision or obligation of the Agreement. A Material Breach may be a one-off event or a continuing state. A Material Breach that is not remedied may lead to an Event of Default (see section 3).

Depending on its characteristics, a particular instance of Material Breach may or may not impinge upon, and thus become apparent to, other parties. If a party detects what it believes to be a Material Breach on the part of another party then in the first instance the Contract Managers of the parties involved should endeavour to come to an agreement through discussion between them. If unable to reach resolution by other means, a party may report a suspected Material Breach on the part of another party to MEC who will investigate whether a Material Breach or Event of Default has occurred.

2.2 Pre-formal Analysis and Use of the Conciliation Process

A party who suspects that another party is in Material Breach is advised to first contact the other party, via its contract manager, to discuss its suspicions and to attempt to resolve the situation. Where this fails the parties may agree to refer the matter to the conciliation service, in which case the procedure in Guideline 20 will be followed. Where use of the conciliation service fails to broker a satisfactory agreement between the two parties then a party may raise the suspected Material Breach or Event of Default with MEC through use of this procedure.

Almost all allegations of Material Breach or Event of Default are preceded by a request from the party who suspects the Material Breach to MRASCo to ascertain whether a solution can be provided before escalation of the issue(s). MRASCo will therefore carry out an analysis of the alleged Material Breach to ensure that there is a potential Material Breach and will provide a view as to whether there is sufficient materiality to proceed with the complaint.

Regardless of the advice given above a party may chose not to refer the issue to conciliation and may chose to only report a suspected Material Breach or Event of Default through this procedure.

2.3 Reporting of Suspected Breach or Event of Default

Any party (the “Reporting Party”) may report a suspected instance of Material Breach or an Event of Default on the part of another party (the “Suspected Party”). A pro-forma for this purpose is provided in Appendix A of this document. When reporting a suspected Material Breach or Event of Default the Reporting Party should include as much further information and documentary evidence as possible to substantiate its claim. Suspected instances of Material Breach or Default may also be recorded by MEC or reported by any subcommittee of MEC.

The importance of the provision in the MRA that allows all parties to report suspected Events of Default or Material Breach to MEC cannot be over-emphasized in light of the absence of auditing and checking undertaken under the auspices of the MRA. MEC is entirely reliant on individual parties to bring these instances to its attention.

2.4 Responding to Notification of a Suspected Breach or Event of Default

The Suspected Party will be notified that a report of a suspected Material Breach or Event of Default has been submitted by the Reporting Party. The Suspected Party should provide a response within 10 Working Days. The Suspected Party’s response should include the following information:

- A statement confirming or contesting that the Suspected Party is or was in Material Breach or that an Event of Default has occurred.
- Where the Suspected Party is contesting the allegation further information should be provided to support this position either by providing evidence (see next bullet point) or by providing the Suspected Party’s view of the interpretation of the relevant clauses of the MRA.
- Evidence in support of the Suspected Party’s statement, e.g. system screen shots, business process or system design documentation, transcripts of recorded telephone conversations, emails etc.
- Where more time is required to compile a complete response and to collect all available evidence this should be stated within the response.

Where a Suspected Party fails to provide any information requested by MEC, MEC may determine that this is a Material Breach or Event of Default.

2.5 Assessment and Decision by MEC

MEC will consider the reported suspected Material Breach or Event of Default, together with any response from the Suspected Party, either within 20 Working Days of receipt of the notification of the suspected Material Breach or Event of Default, or at its next meeting whichever occurs soonest. If required, MEC may decide to hold an urgent meeting to consider the reported suspected Material Breach or Event of Default where

only 5 Working Days notice will be given. The Suspected Party and Reporting Party will be entitled to attend this meeting, with or without legal representatives; however MEC may exclude some or all attendees from any part of the MEC meeting as appropriate.

At its meeting MEC will decide whether:

- there is insufficient information available to make a determination;
- there is or has been an instance of Material Breach;
- there is or has been a Breach of the Conditions Precedent which would lead to an Event of Default were it not remedied within 20 Working Days;
- there is or has been an Event of Default;
- there is not or has not been a Material Breach or an Event of Default; or
- there has been a Material Breach that is not capable of being remedied.

2.5.1 Additional Information

Where insufficient information is available for MEC to be able to make a decision it may request that MRASCo performs an investigation (see section 2.6) or it may request that further information is provided, which may include: information from either of the affected parties; obtaining legal advice; or that the view of the Authority is sought. Where the suspected Material Breach or Event of Default concerns differing interpretations of the MRA, MEC may decide to consult MRA parties in order to obtain their views on the interpretation of the relevant sections of the MRA.

Where additional information or an investigation has previously been requested by MEC and this has been provided, and any resultant further queries have been addressed, MEC should decide whether a Material Breach or Event of Default has occurred.

2.5.2 Sub-committees

In coming to its decision, MEC may decide to form a sub-committee, or request an existing sub-committee such as the MRA Development Board (MDB), to consider the evidence and make a recommendation to MEC. In either event, the members of the sub-committee will not include employees of or employees of affiliates of either the Reporting Party or the Suspected Party and will comply with the requirements of Clause 36.12.

2.5.3 Notification

At the first meeting to consider the suspected Material Breach or Event of Default MEC should also decide whether any other MRA parties are or may be impacted by the Material Breach or Event of Default. Where MEC is unable to make a determination at its first meeting and subject to due consideration of the allegation and response from the Suspected Party, MEC should notify any impacted parties (“impacted parties”) of

the circumstances of the suspected Material Breach. Such notification should include a high level overview of the allegation made by the Reporting Party, the response from the Suspected Party (including whether they are contesting the allegation), and MEC's determination in accordance with 2.5 above. The identities of the Reporting Party and Suspected Party should remain confidential.

When MEC makes a final determination as to whether there has been a Material Breach or Event of Default, impacted parties should be notified in accordance with section 2.8.

2.5.4 Material Breaches Not Capable of Remedy

Where MEC determines that a Material Breach is not capable of remedy MEC should consider whether a Change Proposal should be raised to amend the MRA.

2.6 Investigation Performed by MRASCo

Where MEC has been unable to make a determination because of insufficient evidence MEC may request that further information is provided by either the Reporting Party or the Suspected Party, or that MRASCo undertakes an investigation of the suspected Material Breach. Any investigation completed by MRASCo may include the performance of site visits to either of the affected parties and requesting further information and data for review. As part of its investigations MRASCo will seek to determine the extent of the suspected Material Breach, particularly where the Suspected Party holds several licences and operates using several different Market Participant Identifiers (MPIDs).

Investigations will be carried out within timescales determined by MEC and MRASCo will provide progress reports as required. Following the completion of any investigation a report will be produced by MRASCo. This report will include MRASCo's opinion as to whether the Material Breach is proven, and recommended course of action. This report (or versions of it, abridged for each affected party) may be circulated to each affected party for comment at this stage, to ensure that the facts are correctly stated.

Following this opportunity to review the report, and prior to the MEC meeting at which the suspected Material Breach is to be considered, the affected parties will be asked if they wish to submit any further information pertinent to the alleged Material Breach.

MRASCo's report will be presented to MEC and MEC will need to reconsider whether a Material Breach or Event of Default has occurred or is occurring as per section 2.5 above. Representatives from the affected parties will be invited to attend this meeting although may be excluded from any part of the meeting as agreed by MEC.

2.6.1 Record Keeping

During its investigations, MRASCo will maintain a record of all conversations with the affected parties, including dates and attendees. A record will also be kept of the results of any deeper investigation into data provided by the parties.

2.7 MRASCo Actions

MRASCo will assist MEC in implementing this procedure by:

- Receiving and validating (for completeness) any report of suspected Material Breach or Event of Default from MRA parties.
- Notifying the Suspected Party of the received report.
- Obtaining any legal advice required by MEC.
- Collating the report and any response received from the Suspected Party and presentation of this information to MEC.
- Acting for MEC to obtain any additional information required from the affected parties, to perform an investigation as detailed in section 2.6 above, or to obtain advice from a nominated sub-committee of MEC.
- Recording decisions of MEC and notifying the affected parties.
- Producing and distributing, following agreement from MEC and once a final determination has been made, a non-confidential report (a “case study”) which details:
 - the (alleged) Material Breach or Event of Default;
 - the identities of the Reporting Party and Suspected Party;
 - the investigations performed and the information obtained by MEC;
 - the materiality of the Material Breach or Event of Default; and
 - any determinations of MEC.

2.8 Publication of MEC Determinations

All correspondence between the Reporting Party and MEC and the Suspected Party and MEC is treated as confidential and only where one or other of the parties gives express permission will information be provided to the other.

MRASCo shall produce minutes for any MEC discussion relating to the suspected Material Breach or Event of Default. Minutes shall only be distributed to MEC Members, the Authority and the affected parties. Minutes shall be distributed within the timescales set out in clause 6.43.

Where MEC makes a determination in relation to a Material Breach or Event of Default or alleged Material Breach or Event of Default MEC will inform all impacted parties of its determination in relation to the Material Breach or Event of Default. This notification will include a summary of the (alleged) Material Breach or Event of Default and MEC’s determination, including the identity of the Reporting Party and Suspected Party. If MEC

did not inform impacted parties of the suspected Material Breach or Event of Default earlier in accordance with 2.5.3 above, this notification will state why this was the case.

In all instances full details of its determination, including the identities of both the Reporting Party and the Suspected Party shall be published to all MEC Members and the Authority.

MEC may also decide to inform non-impacted MRA parties, the BSC Agent or any other interested person and in this notification MEC may decide to include details of the identities of the Reporting Party and the Suspected Party. Where confidential or commercially sensitive information has been provided to MEC this shall not form part of any such notification.

2.9 Appeals against MEC Determinations

MRA Clauses 36.24 to 36.27 set out permissible grounds for appeals against MEC determinations made in relation to Material Breaches or Events of Default. A dissatisfied party¹ may appeal to the Authority within 10 working days of the determination in question in accordance with the permissible grounds set out in the MRA. Any determination made by the Authority on an appeal will be final and binding on MEC and all MRA Parties.

¹ An MRA Party who is dissatisfied with any decision made by MEC under MRA Clause 36.

3 CONSEQUENCES OF MATERIAL BREACH

3.1 Summary of the Procedure

Where MEC determines that a party is or was in Material Breach MEC will require that party to rectify the Material Breach or to take steps to ensure that there is no reoccurrence of the Material Breach. The procedure outlined in this section will be followed.

3.2 Determinations of MEC

Where a Material Breach or a Breach of the conditions precedent referred to in clause 36.1.9 has been identified by MEC the party in Material Breach (the “non-compliant party”) will be required to rectify the Material Breach within the timescales set out in Clause 36.1.9.

If required the non-compliant party may request that MEC considers extending the deadline by which the Material Breach should be rectified. Any such request should be submitted to MEC within 15WDs of receipt of the relevant MEC meeting minutes. Any request submitted should include:

- the resolution date that the non-compliant party would like MEC to agree; and
- a rectification plan detailing the steps to be taken by the non-compliant party to resolve the Material Breach and a timetable for taking such steps.

Where MEC determines that the deadline for resolving the Material Breach should be extended MEC will:

- set a new date by which the Material Breach should be rectified by the non-compliant party;
- agree a rectification plan with the non-compliant party or where this is not possible request that the non-compliant party amends and resubmits its rectification plan for agreement; and
- request that MRASCo monitors the non-compliant party’s conformance with its rectification plan and that any deviations from the plan are reported to MEC.

3.3 Monitoring of Compliance with a Rectification Plan

Where a non-compliant party has submitted a rectification plan and this has been agreed by MEC, MEC may request that the non-compliant party provides:

- regular updates to MEC detailing progress against its plan; and
- documentary evidence confirming that progress is being made, this could include:
 - revised company procedures and policy documents;
 - updated training materials; and
 - details of planned and implemented IT changes.

This information may be requested by MEC at any time. Where a non-compliant party has rectified a Material Breach it should retain evidence of the rectification action taken in order that this can be provided at a subsequent date if requested by MEC.

MRASCo will monitor the compliance of the non-compliant party with the timetable set out in the rectification plan.

3.4 Monitoring Rectification of Material Breaches

A non-compliant party is required to confirm to MEC that a Material Breach has been rectified. MEC may request one or more of the following and may make subsequent requests for:

- a registered Director of the non-compliant party to provide a letter confirming that the Material Breach has been rectified;
- an audit of the rectification action that has been implemented by the non-compliant party to be performed by MRASCo; or
- any other activity that MEC might reasonably request.

3.5 Reoccurrences of Material Breach

Where MEC has determined that a Material Breach has occurred (the “current Material Breach”) MEC will establish whether the non-compliant party has previously been found by MEC to have been in Material Breach (the “previous Material Breach”) and if so:

- determine whether the non-compliant party has confirmed to MEC that the previous Material Breach has been rectified;
- determine whether there have been any changes to the baseline since the previous Material Breach that have a material impact; and
- whether the previous Material Breach is the same as the current Material Breach.

If MEC determines that a previous Material Breach that has been confirmed as rectified is the same as the current Material Breach this shall be an Event of Default for that non-compliant party. When making its determination MEC will consider whether any changes

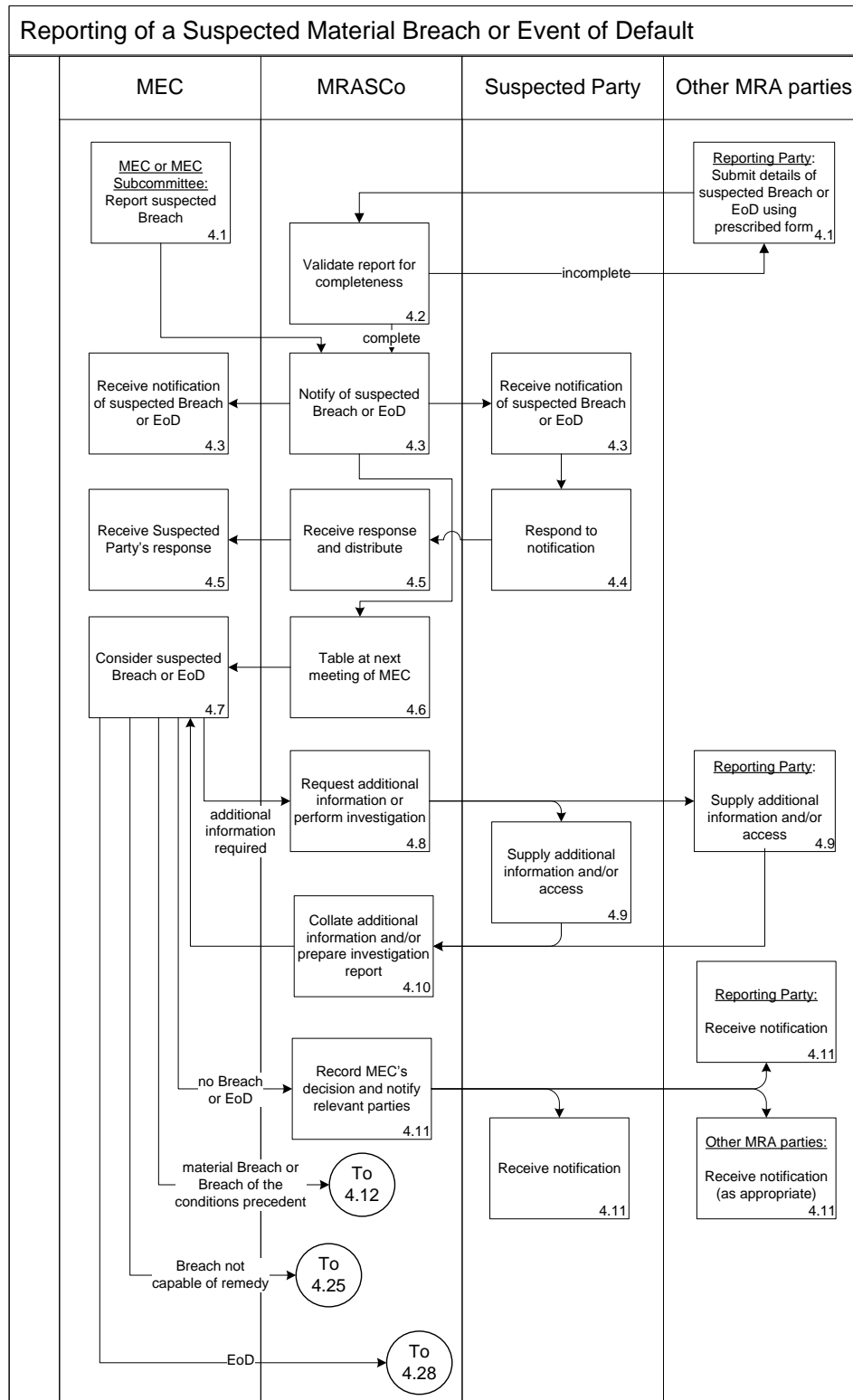
introduced to the MRA or subsidiary products since the previous Material Breach mean that the current Material Breach is different from the previous Material Breach.

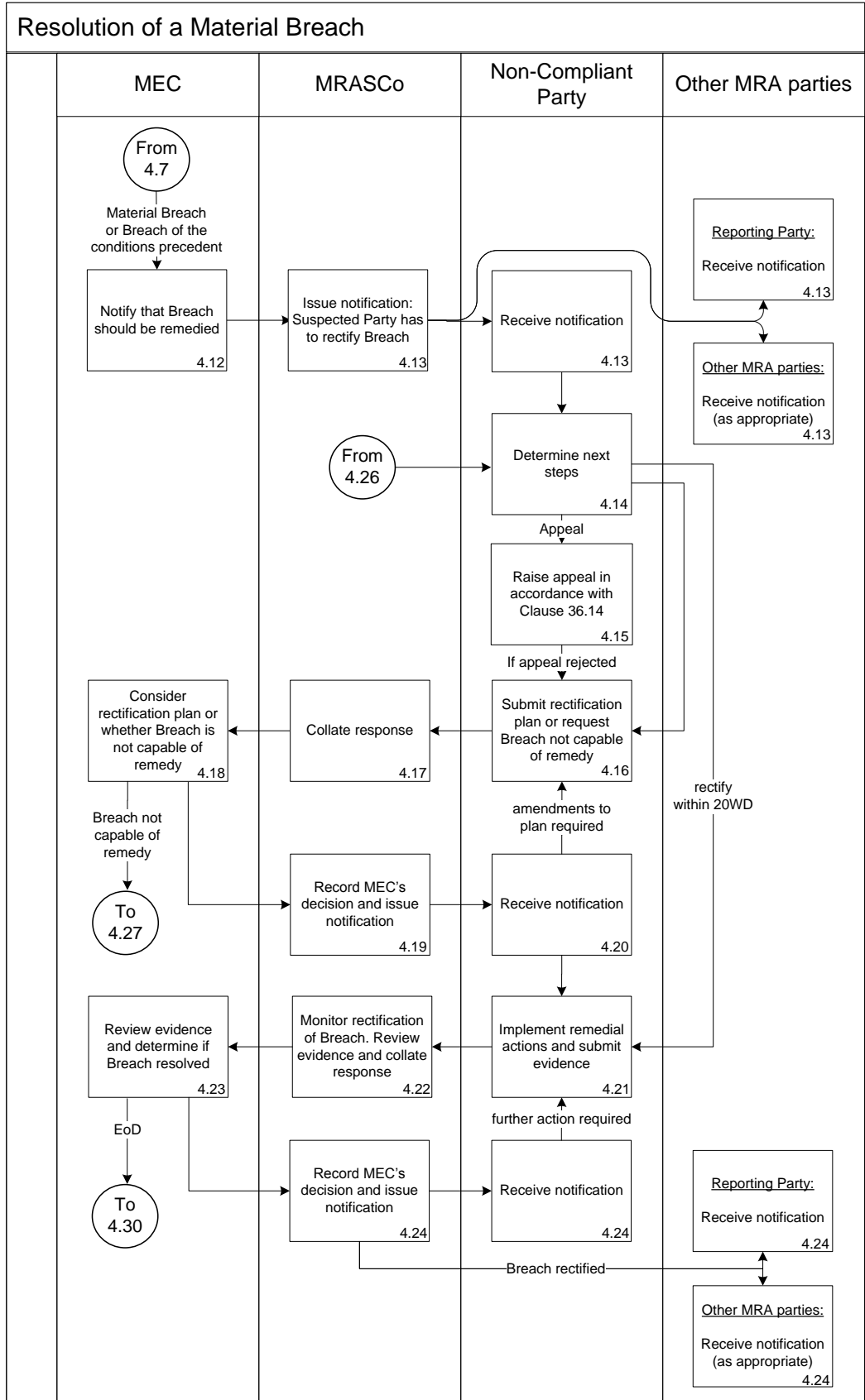
3.6 MRASCo Actions

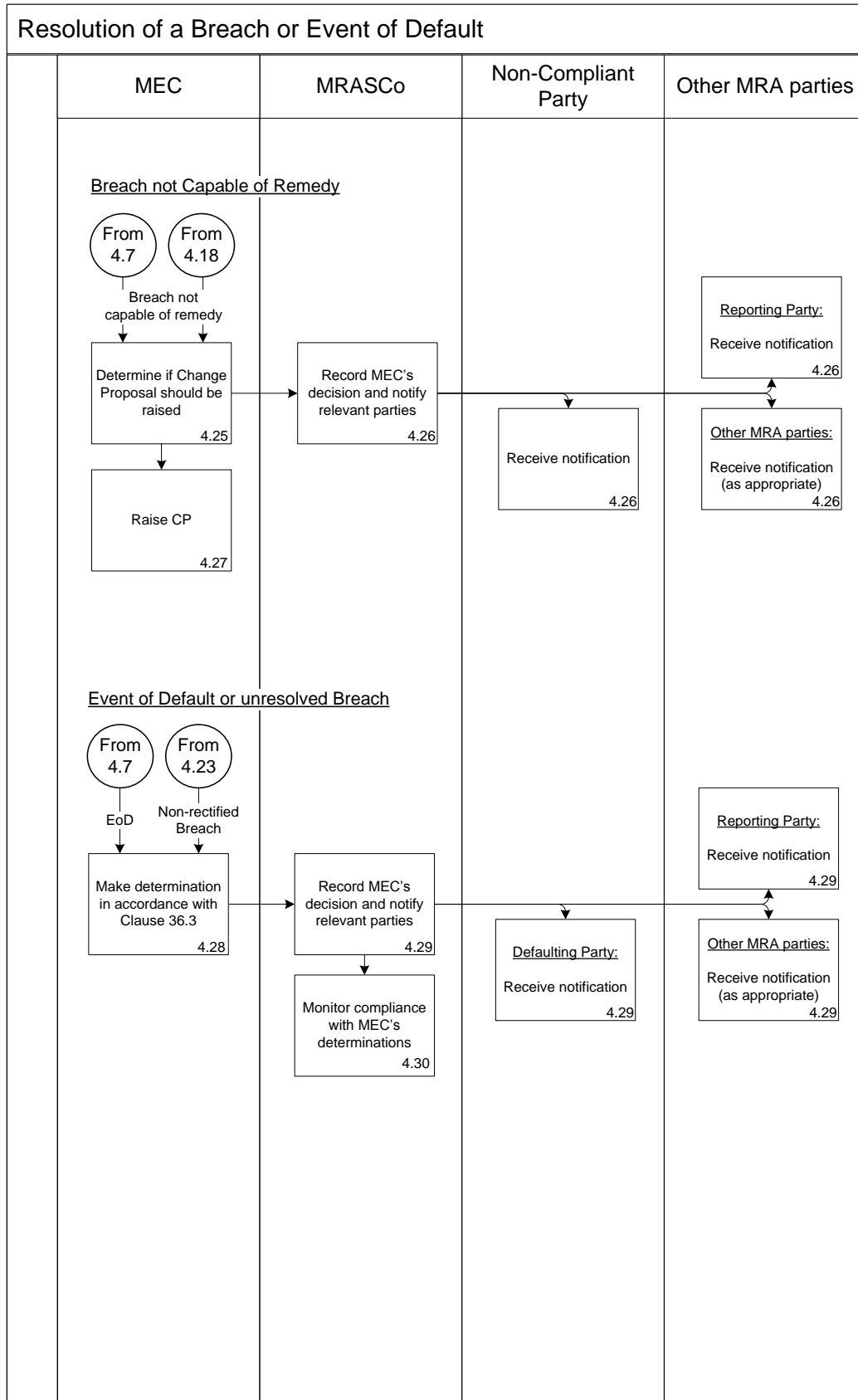
MRASCo will assist MEC in implementing this procedure by:

- notifying the non-compliant party that MEC has determined that it is in Material Breach of the MRA, or is in Breach of the conditions precedent referred to in clause 36.1.9, which will lead to an Event of Default should it not be remedied within the required timescales;
- in the case of the above, monitoring the performance of the non-compliant party in taking corrective action within the required timescales, and informing MEC of the outcome;
- preparing papers and minuting MEC decisions, taking due account of the confidentiality aspects associated with notification of Material Breach and without naming parties and notifying the affected parties;
- where MEC has found that an Event of Default has occurred, notifying the defaulting party, the Distribution Businesses where the defaulting party is a Supplier, and the Authority of that decision, together with any particular restrictions placed on the defaulting party by MEC; and
- maintain a register of all suspected Material Breaches or Events of Default that are reported and all determinations made by MEC in relation to Material Breaches and Events of Default.

4 WORKFLOW DIAGRAM







5 INTERFACE AND TIMETABLE

5.1 Reporting of a Suspected Material Breach or Event of Default

Ref	When	Action	From	To	Information Required	Method
4.1	As required	Provide details of suspected Material Breach or Event of Default If notified by MEC or MEC Subcommittee, go to 4.3 If notified by Reporting Party, go to 4.2	MEC MEC Subcommittee Reporting Party	MRASCo	Details of the suspected Material Breach or Event of Default and any supporting evidence	Pro forma - Appendix A
4.2	Within 2WD of 4.1	Validate report received for completeness	MRASCo		All required fields in pro forma have been completed	
4.3	From 4.1 - immediately after 4.1 From 4.2 – immediately after 4.2	Notify MEC and the Suspected Party of the suspected Material Breach or Event of Default	MRASCo	MEC Suspected Party	Details of the alleged Material Breach or Event of Default	
4.4	Within 10WD of 4.3	Provide a written response to the allegations of suspected Material Breach or Event of Default	Suspected Party	MRASCo	The response should include the information listed in section 2.4 of this MAP	
4.5	Within 1 WD of 4.4	Provide the Suspected Party's response to MEC	MRASCo	MEC	Suspected Party's response	
4.6	Next	Table suspected Material Breach or Event of	MRASCo	MEC	When notice of the meeting is issued the	

Ref	When	Action	From	To	Information Required	Method
	meeting of MEC after 4.3 ²³	Default for discussion			following should be included: <ul style="list-style-type: none"> • any available papers or reports detailing the circumstances of the suspected Material Breach or Event of Default; • the pro forma submitted by the Reporting Party; and • the response provided by the Suspected Party 	
4.7	Next MEC meeting after 4.3 ³ or 4.10	MEC will consider the information provided and will determine whether there has been a Material Breach or Event of Default If additional information is required or an investigation by MRASCo should be performed, go to 4.8 ⁴ If there has been no Material Breach or Event of Default, go to 4.11 If there has been a Material Breach or a Material Breach of the conditions precedent, go to 4.12 If the Material Breach is not capable of remedy,	MEC		MEC decision	Meeting

² MEC may determine that a special meeting is required in accordance with Clause 6.16 of the MRA

³ Where insufficient time will elapse between 4.3 and 4.6 for the Reporting Party to provide a response to the suspected Breach at 4.4, then 4.6 should occur at the next MEC meeting after 4.4.

⁴ Further information or an investigation should only be requested by MEC on up to two occasions before a decision should be taken regarding whether a Breach or Event of Default has occurred.

Ref	When	Action	From	To	Information Required	Method
		go to 4.25 If there has been an Event of Default, go to 4.28				
4.8	Within 2WD of 4.7	Request additional information from either the Suspected Party or the Reporting Party, or initiate an investigation	MRASCo	Suspected Party Reporting Party	Details of the additional information required or the investigation that will be performed and the assistance ⁵ that is required from the party to support the investigation	
4.9	Within 10WD of 4.8 or in line with timetable agreed by MEC at 4.7	Provide additional information or assistance	Suspected Party Reporting Party	MRASCo	The additional information or assistance that was requested by MRASCo at 4.8	
4.10	Within 2WD of 4.9	<u>Where additional information requested at 4.8:</u> collate information provided and provide to MEC	MRASCo	MEC	Additional information provided	
	or in line with timetable agreed by MEC at 4.7	Go to 4.7 <u>Where investigation requested at 4.8:</u> produce investigation report and provide to MEC Go to 4.7	MRASCo	MEC	Summary of the findings of the investigation	Report
4.11	Within 5WD	Record MEC decisions and notify relevant	MRASCo	As applicable:	MEC decisions	Email

⁵ Assistance that may be required by MRASCo to facilitate an investigation may include: access to relevant staff; access to systems and data; and copies of documented working practices.

Ref	When	Action	From	To	Information Required	Method
	of 4.7	parties Process ends		Suspected Party, Reporting Party, MEC Members, other MRA parties, the Authority		

5.2 Resolution of Material Breach

Ref	When	Action	From	To	Information Required	Method
4.12	Same MEC meeting as 4.7	<u>Material Breach or Breach of the conditions precedent</u> : determine what notice should be provided to other interested parties	MEC			Meeting
4.13	Within 2WD of 4.12	Issue notification that Material Breach should be rectified Issue notice to other parties in line with MEC's determination	MRASCo MRASCo	non-compliant party As applicable: non-compliant party, Reporting Party,	The notice should include: <ul style="list-style-type: none"> • full details of the Material Breach; • a request for the non-compliant party to rectify the Material Breach; • details of the possible consequences of not resolving the Material Breach; and • notice that the Material Breach should be rectified and the timescales within which the Material Breach should be rectified MEC decisions	Email Email

Ref	When	Action	From	To	Information Required	Method
				MEC Members, other MRA parties, the Authority		
4.14	Immediately after 4.13 or 4.26	<p>If appeal to be raised go to 4.15</p> <p>If Material Breach cannot be rectified, go to 4.16</p> <p>If the Material Breach can not be rectified within the timescales notified by MEC prepare a rectification plan. Go to 4.16</p> <p>If Material Breach can be resolved within the timescales notified by MEC, go to 4.21</p>	non-compliant party			
4.15	Within 10WD of 4.13	<p>Refer the matter to the Authority, in line with Clause 36.26</p> <p>If appeal rejected, go to 4.16</p>	non-compliant party	the Authority, copied to MEC	Notice of appeal should include details of the ground (or grounds) for the referral	
4.16	<p>From 4.13 or 4.26 - within 15WD</p> <p>From 4.20 – as determined by MEC at 4.18</p>	Submit rectification plan or revised rectification plan	non-compliant party	MRASCo	<p>The rectification plan should include:</p> <ul style="list-style-type: none"> the resolution date that the non-compliant party would like MEC to agree; and the steps to be taken to resolve the Material Breach and a timetable for taking those steps. 	Email
4.17	Within 2WD of 4.16	Collate response and distribute to MEC Members	MRASCo	MEC Members,	Non-compliant party's rectification plan	Email

Ref	When	Action	From	To	Information Required	Method
		Invite non-compliant party to attend MEC meeting		non-compliant party	Date, time and venue of meeting	Email
4.18	5WD after 4.17	Consider the rectification plan submitted and the requested revised resolution date. Determine if deadline for rectification should be extended. If Material Breach not capable of remedy, go to 4.25	MEC	non-compliant party		Meeting
4.19	Immediately after 4.18	Record MEC decisions and notify non-compliant party	MRASCo	non-compliant party	MEC decisions	Email
4.20	After 4.19	Receive notification If plan agreed or if MEC requires Material Breach to be rectified within the original timescales notified at 4.12, go to 4.21 If plan not agreed, go to 4.16	non-compliant party			
4.21	From 4.14 or from 4.20 – within timescales agreed by MEC	Implement remedial actions and submit evidence	non-compliant party		Evidence may included: <ul style="list-style-type: none"> • revised company procedure; • updated training materials; and/or • details of planned/implemented IT changes 	
4.22	At any time after 4.12 or 4.25 (where resolution)	Monitor activities of non-compliant party and, where a rectification plan has been agreed, monitor the non-compliant party's compliance with that plan.	MRASCo	MEC	Updates on compliance of non-compliant party with any notices issued by MEC or any agreed rectification plan	

Ref	When	Action	From	To	Information Required	Method
	required), until Material Breach is resolved	Review evidence of rectification that is submitted by non-compliant party. As required, provide updates to MEC				
4.23	Next MEC meeting	Review evidence submitted and any update provided by MRASCo. If an EoD has occurred, go to 4.28 For all other decisions, go to 4.24	MEC			Meeting
4.24	Within 2WD of 4.23	Record MEC decisions and notify relevant parties If Material Breach rectified, process ends. If further action required, go to 4.21	MRASCo	As applicable: non-compliant party, Reporting Party, MEC Members, other MRA parties, the Authority	MEC decisions	Email

5.3 Material Breach not Capable of Remedy

Ref	When	Action	From	To	Information Required	Method
4.25	Same MEC meetings as 4.7; or same MEC meeting as	Where MEC determines that Material Breach is not capable of remedy, consider whether a Change Proposal is required	MEC			Meeting

Ref	When	Action	From	To	Information Required	Method
	4.18					
4.26	Within 2WD of 4.28	Record MEC decisions and notify relevant parties	MRASCo	As applicable: Suspected Party, Reporting Party, MEC Members, other MRA parties, the Authority	MEC decisions	Email
4.27	Same MEC meeting as 4.28	If required, raise a Change Proposal	MEC		Details of changes that are required to MRA or subsidiary products	

5.4 Event of Default

Ref	When	Action	From	To	Information Required	Method
4.28	Same MEC meetings as 4.7; or same MEC meeting as 4.23	Make determinations in accordance with Clause 36.4.2 of the MRA	MEC			Meeting
4.29	Within 5WD of 4.31	Record MEC decisions and notify relevant parties	MRASCo	As applicable: Suspected Party, Reporting Party, MEC Members, other MRA parties, the Authority	MEC decisions	Email

Ref	When	Action	From	To	Information Required	Method
4.30	Ongoing after 4.32 for the duration of the EoD	Monitor compliance of Defaulting Party (and other MRA parties if appropriate) with MEC's determination	MRASCo	Defaulting Party other MRA parties		

APPENDIX A: Pro-Forma for Report of Suspected Material Breach or Event of Default

<p>MASTER REGISTRATION AGREEMENT</p> <p>REPORT OF SUSPECTED MATERIAL BREACH or Event of DEFAULT</p>
<p>Company Reporting the suspected Material Breach or Event of Default:</p> <p>Company Name:</p> <p>Company Address:</p>
<p>Signature (Contract Manager):</p> <p>Name (please print):</p> <p>Contact Numbers:</p> <p>Tel Fax</p> <p>Date:</p>
<p>DETAILS OF THE SUSPECTED MATERIAL BREACH OR EVENT OF DEFAULT</p>
<p>Company suspected of being in Material Breach or to who suspected Event of Default relates:</p> <p>Company Name:</p> <p>Company Address:</p>
<p>Contact Point (if known):</p> <p>Name:</p> <p>Position:</p> <p>Tel: Fax:</p>
<p>MRA Obligation being Breached:</p> <p>MRA clause number:</p> <p>Particular Obligation/Provision in question:</p>

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<p>DESCRIPTION OF THE SUSPECTED MATERIAL BREACH OR EVENT OF DEFAULT</p>
<p>Evidence for the existence of Material Breach or Event of Default: (please attach additional documentary evidence if available)</p>
<p>Timing: (give details of dates/times of occurrences/observations of the Material Breach or Event of Default)</p>
<p>Impact: (describe/quantify the effect on your organisation of the Material Breach or Event of Default)</p>
<p>Effect on other Parties: (please give your assessment of the impact, risks and costs caused to other MRA parties by the Material Breach or Event of Default)</p>
<p>Supporting Documentation: (description of any attached supporting documents)</p>
<p>FOR MRASCO USE ONLY</p> <p>Date Received:</p> <p>Date/Reference of MEC meeting:</p> <p>Outcome:</p> <p>.....</p>
<p>Actions / Timing:</p>

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