

[DRAFTING NOTE: Items highlighted in **Green** will be provided by the NAV based on its Bulk Discharge Agreement Questionnaire. Items highlighted in **Blue** will be provided by SWW.]

This Agreement is made pursuant to section 205 of the Water Industry Act 1991 and is therefore only to be used where SWW is the statutory undertaker for drinking water for the domestic properties served by NAV as statutory undertaker for sewerage services. The Agreement is not suitable where NAV provides all services and wishes to engage SWW as a meter reading agent.]

DATED:

PARTIES:

1. **[NAV LIMITED]**, having its registered office at **[]** with company number **[]** ("NAV"); and
2. **SOUTH WEST WATER LIMITED**, which is registered in England and Wales with registered number 2366665 and having its registered office at Peninsula House, Rydon Lane, Exeter, EX2 7HR ("**SWW**");

BACKGROUND

- A. SWW carries out meter reading for customers within the **[]** area in order to provide drinking water services.
- B. NAV provides waste water services to customers within that area.
- C. In accordance with section 205 Water Industry Act 1991, NAV has agreed to bear a reasonable proportion of the expenses of obtaining the reading together with the reasonable expenses of the disclosure of the reading to it.
- D. The Parties have therefore agreed that NAV shall pay SWW the Charges in exchange for the provision of the Services in accordance with the terms of this Agreement.

1 DEFINITIONS AND INTERPRETATION

The following terms shall have the following meanings:

<i>Agreement</i>	these terms and conditions and the Schedules attached;
<i>Applicable Law</i>	means law, regulation, binding code of practice, rule or requirement of any relevant government or governmental agency, professional or regulatory authority, each as relevant to (i) SWW in the provision of the Services and/or (ii) NAV in the receipt of the Services or the carrying out of its business;
<i>Business Hours or Business Day</i>	8.30am to 5.00pm Monday to Friday excluding England and Wales Bank Holidays;
<i>Charge(s)</i>	the fee payable to SWW for the Service in accordance with clause 3 of this Agreement;
<i>Commencement Date</i>	date of this Agreement;
<i>Confidential Information</i>	confidential information: (i) concerning the business and affairs of a Party, a NAV Group Company or a SWW Group Company that a Party obtains or receives from the other Party; or (ii) which arises out of the performance of any Services.
<i>Data Controller</i>	has the meaning given to it in the Data Protection Legislation;
<i>Data Protection Legislation</i>	all applicable data protection and privacy legislation including the Data Protection Act 2018, Regulation (EU) 2016/679 (the "General Data Protection Regulation" or "GDPR") and the Privacy and Electronic Communications (EC Directive) Regulations and any guidance or codes of practice issued by any Regulator from time to time (all as amended, updated or re-enacted from time to time).
<i>Data Subject</i>	has the meaning given to it in the Data Protection Legislation;
<i>Deliverables</i>	the Services defined in Schedule 1;
<i>GDPR Model Clauses</i>	means such equivalent standard contractual clauses for controller to controller data transfers as may be approved by the European Commission, in place of or as an alternative to the Model Clauses and which provide for compliance with the provisions of the GDPR;

<i>Group Company</i>	in accordance with section 1159 of the Companies Act 2006;
<i>Services</i>	the particular services set out in Schedule 1;
<i>Personal Data</i>	has the meaning given to it in the Data Protection Legislation;
<i>Processing</i>	has the meaning given to it in the Data Protection Legislation;
<i>Regulator</i>	means the Information Commissioner's Office and the European Data Protection Board or any successor body to either regulator from time to time and any other supervisory authority with jurisdiction over either party;
<i>Walkorder</i>	a schedule timetable showing dates and frequency of allocated meter reading provided by SWW to NAV.

1 Term of the Agreement

1.1 This Agreement will commence on the Commencement Date and shall automatically expire on the 31st March 2025 unless terminated earlier by either Party in accordance this Agreement (**the "Term"**).

2 Services

- 2.1 SWW shall provide the Services in accordance with this Agreement and its Schedules.
- 2.2 NAV shall pay SWW the Charges in accordance with clause 3 Charges and the terms of this Agreement.
- 2.3 NAV agrees that SWW shall not be required to provide the Services in respect of those customers designated as 'Non Household Customers' under the Wholesale Retail Code.
- 2.4 All other changes to the Services shall be made in accordance with clause 14 (Variations).

3 Charges

- 3.1 NAV shall pay SWW the Charge of £3.28 exclusive of VAT per meter per annum calculated and invoiced quarterly in arrears. Where a meter is added during a quarter, the Charge will be payable for that quarter and subsequent quarters.
- 3.2 The Charge shall be fixed until **[31 March 2020]**. SWW may, at its sole discretion, increase the Charge with immediate effect from the 1st April and each anniversary thereafter in accordance with the Retail Pricing Index. SWW shall confirm on or before the 25th February each year, the revised Charges applicable from 1st April.

4 Payment

- 4.1 All Charges shall be invoiced retrospectively for the previous quarter year period with the Charge calculated to the nearest whole pence.
- 4.2 Undisputed invoices or each undisputed portion thereof, shall be payable not later than 60 (sixty) days from the date of the invoice ("**Due Date**").
- 4.3 Any undisputed amounts not received by the Due Date in accordance with clause 4.2 shall be subject to interest at the rate of 2.5% above the Bank of England base rate from the Due Date until payment.
- 4.4 Any outstanding, undisputed Charges not paid within 60 (sixty) days of the Due Date shall in addition to any other rights and remedies SWW may have, entitle SWW to suspend the Services until such sums are paid in full, provided that SWW has given NAV not less the ten (10) Business Days' written notice that the account is overdue.

5 Disputes

- 5.1 If there is a dispute in respect of this Agreement, SWW and NAV will use their reasonable endeavours to negotiate and settle the dispute. If this is not possible to settle the matter, SWW and NAV will escalate the dispute to senior representatives of the Parties. If the senior representatives are unable to resolve the dispute within 28 (twenty eight) days of notice being sent to them then, SWW and NAV will refer the dispute to arbitration in accordance with the provisions of Section 205, sub-section 2 of Water Industry Act 1991.

6 Data Protection

- 6.1 The parties agree that each shall be a Data Controller in relation to Personal Data exchanged under this Agreement. Each party shall comply with its obligations as a Data Controller under the Data Protection Legislation.
- 6.2 Details of the Personal Data to be shared under this Agreement shall be recorded in the data sharing decision form as set out at Schedule 4. The parties shall process the data in accordance with Schedule 4.
- 6.3 When one party is transferring Personal Data (the "Disclosing Party") to the other party (the "Receiving Party"), the Disclosing Party shall ensure that any Personal Data that is transferred:
- 6.4.1. has been collected in accordance with the Data Protection Legislation; and
 - 6.4.2. the fair processing notice given to the relevant Data Subject entitles the Receiving Party to Process such Personal Data for the purposes set out in this Agreement.
- 6.5. The parties shall co-operate to ensure that Data Subjects receive fair processing notices required under Data Protection Legislation in respect of the transfers under this Agreement.
- 6.6 Neither party shall Process Personal Data transferred under this Agreement for any purposes other than those set out in this Agreement.
- 6.7 No assurance is given by either party regarding the lawfulness of the processing of any data obtained pursuant to this Agreement by the other party.
- 6.8 Without limitation to clause 6.1, each party shall:
- 6.8.1 implement and maintain appropriate technical and organisational measures to protect such Personal Data against unauthorised or unlawful Processing and against accidental loss or destruction of, or damage;
 - 6.8.2 ensure that employees who have access to Personal Data have undergone training in the Data Protection Legislation and in the care and handling of Personal Data;

- 6.8.3 not disclose Personal Data to any third party in any circumstances except as required or permitted by this Agreement; and
- 6.8.4 notify the other party promptly of any known breach of technical and or organisational security measures where the breach has affected or could have affected Personal Data transferred under this Agreement.
- 6.9. In the event of a request relating to Personal Data transferred under this Agreement from a Data Subject for the rectification or erasure of Personal Data or restriction of Processing, the party who has received the request shall determine whether such request is valid under the Data Protection Legislation. In the event that the party which has received the request determines that the relevant Personal Data should be rectified or erased or that any Processing shall be restricted, it shall notify the other party promptly. The party receiving the notification shall rectify or erasure the Personal Data or restrict Processing (as applicable) promptly.
- 6.10. On receipt of any request or enquiry from a Regulator that relates to Personal Data transferred under this Agreement, each party [notify the other and] shall provide the other with all reasonable assistance to allow the party in receipt of the request to respond.
- 6.11. Each party shall bear its own costs incurred in proving the assistance set out in clauses 6.9 and 6.10.
- 6.12. The agreement may be suspended or terminated if either party is unable to meet their obligations under it."

7 Confidentiality

- 7.1 Each Party shall handle the other Party's Confidential Information received by it in connection with this Agreement on the following basis: (i) keep it confidential for 2 years after date of disclosure; (ii) use it solely for the purpose of performing its obligations or exercising its rights in respect of this Agreement; (iii) not disclose it to any person save to its own directors, officers, employees or professional advisors (or those of its Group Companies) who need it to perform obligations, exercise rights or conduct audits in connection with this Agreement, or as required by Applicable Law; (iv) ensure that such persons keep it confidential; and (v) return or destroy it on termination of the Agreement save where it is necessary to keep it for regulatory reasons in secure archives.

- 7.2 These provisions do not apply where the Confidential Information received: (i) is or becomes public knowledge without breach of this Agreement; (ii) was already in a Party's possession, free of obligations of confidentiality; or (iii) is received from a third Party free of obligations of confidentiality.

8 Intellectual property

- 8.1 SWW shall own any intellectual property rights in the data and materials generated by the Services and grants to NAV and its suppliers a perpetual, royalty-free, non-exclusive licence to use, copy, modify adapt and manipulate any item of such materials produced by SWW pursuant to its obligations under this Agreement.

9 Termination

- 9.1 Either Party may terminate the Agreement for convenience on giving not less than 3 (three) months' written notice to the other, such notice to be served to expire no earlier than 31st March 2018.
- 9.2 Either Party may terminate the Agreement with immediate effect by written notice to the other Party if that other Party:
- 9.2.1 commits a material or persistent breach of the Agreement which is capable of remedy and is not remedied within (30) thirty days of written notice from the first Party;
 - 9.2.2 commits a material breach of the Agreement which is not capable of remedy; or
 - 9.2.3 makes an arrangement with or assignment in favour of a creditor, goes into liquidation or administration or a receiver or manager is appointed to manage its business or assets, or any analogous insolvency event occurs.

10 Force Majeure

- 10.1 Either Party may end the Agreement with immediate effect by written notice to the other Party if that other Party is the subject of a Force Majeure event for a continuous period exceeding 30 thirty days. Force Majeure shall mean any cause preventing a Party from performing any or all of its obligations which arises from or is attributable to acts, events or accidents beyond the reasonable control of the affected Party.

11 Limitation of Liability

- 11.1 Neither Party is liable under this Agreement (whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise) for: (i) any loss (whether direct or indirect) of profit, revenue, anticipated savings or goodwill; (ii) any loss of or corruption to data; or (iii) any indirect or consequential losses, regardless of whether they were contemplated by either of the Parties when this Agreement was entered. NAV retains responsibility for compliance with the regulatory regime in which it operates and SWW is not liable for any regulatory fines or penalties imposed on, or third Party claims made against NAV in this respect. SWW retains responsibility for compliance with the regulatory regime in which it operates and NAV is not liable for any regulatory fines or penalties imposed on or third Party claims made against SWW in this respect. Neither Party excludes any liability which cannot be excluded by law.
- 11.2 A Party's aggregate liability under or in connection with this Agreement (whether in contract, tort (including negligence), breach of statutory duty, indemnity or otherwise) shall not exceed 125% of the Charges paid or payable for the Term of this Agreement. This liability cap shall not apply to non-payment of Charges or breaches of clause 6 or clause 7 of this Agreement.
- 11.3 Neither Party excludes its liability for death or personal injury arising from the performance of its obligations under this Agreement.
- 11.4 The Parties agree and accept that with regard to the limitations of liability set out in Clauses 11.1 to 11.2 (inclusive), that such limitation is perfectly fair and reasonable having regard (amongst other things) to the following circumstances:
- 11.4.1 that the potential losses which could or might be caused as a result of the breach or negligence as referred to in Clauses 11.1 to 11.2 (inclusive) are in excess and disproportionate to the amount which is being charged by SWW in respect of the Services;
- 11.4.2 that SWW has no information or knowledge as to the value of any contracts to be entered into by NAV which may involve the Services in any way.

12 Suspension of Services

- 12.1 SWW may suspend the Services (keeping the suspension to a minimum): (i) in order to comply with Applicable Law; and (ii) during maintenance, modification, repair and testing of the Network where necessary to safeguard or improve the functionality, security and integrity of the Network provided that it:
- 12.1.1 has taken all reasonable steps to prevent and avoid the suspension;
 - 12.1.2 carries out its duties to in accordance with Good Industry Practice in the circumstances of the suspension;
 - 12.1.3 takes all reasonable steps to overcome and mitigate the effects of the suspension as soon as reasonably practicable, including actively managing any problems caused or contributed to by third parties and liaising with them as reasonably appropriate;
 - 12.1.4 where reasonably practicable on becoming aware of the suspension gives NAV 28 days' notice in writing that something has happened which is an intended suspension, giving details of the intended suspension, which Services will be affected, together with a reasonable estimate of the period during which the suspension will continue together with written confirmation and reasonable evidence of the suspension; and
 - 12.1.5 tells NAV when the suspension has stopped.
- 12.2 The Charges for the Services affected by a suspension will be reduced or waived by a reasonable amount to be agreed between the parties to reflect the extent and standard to which the affected Services are being provided.
- 12.3 In addition SWW may suspend the Services:
- 12.3.1 on 14 days' notice of failure to pay undisputed amounts due which NAV fails to rectify;
 - 12.3.2 on 30 days' notice where there is any other material breach of this Agreement which is capable of rectification and which NAV fails to rectify.

13 Entire Agreement

- 13.1 Except for fraudulent misrepresentation, this Agreement represents the entire agreement between the Parties relating to its subject matter and supersedes any

previous agreements between the Parties relating to the same. Neither Party has relied upon any statement or warranty made, or agreed to, by any person, except those expressly provided for in this Agreement.

14 Variations

- 14.1 Subject to clause 14.2, this Agreement and the Services specified in Schedule 2 may not be modified, amended, or in any way altered except by a written agreement, signed by the Parties, which states that it is an amendment to this Agreement.
- 14.2 Where reasonably necessary, the Parties may choose to use the Change Control Process captured in Schedule 3.
- 14.3 Either Party may vary this Agreement and the Services provided under it where required to comply with Applicable Law. The Parties shall provide to each other notice of such change as is reasonably practicable.

15 Waiver

- 15.1 No failure to exercise nor any delay in exercising on the part of either Party to this Agreement, any right of termination or any other right or remedy under the Agreement or otherwise howsoever arising shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

16 Notices

- 16.1 All notices shall be given in writing and be deemed to be served at the time of delivery for notices delivered personally; at the time of receipt for notices delivered by email; and two (2) clear business days for notices sent by pre-paid recorded delivery post.

17 Third Party Rights

- 17.1 Subject to clause (18) (Assignment) this Agreement is entered into for the benefit of the Parties only and no other party or entity shall have the right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

18 Assignment

- 18.1 SWW may at any time assign its right to collect payments owed under this Agreement provided that it gives NAV written notice of such assignment.
- 18.2 SWW may sub-contract any of its obligations under this Agreement but shall, at all times be fully responsible to NAV for the acts or omissions of its subcontractors.
- 18.3 Subject to clauses 18.1 and 18.2, neither Party may assign or otherwise transfer any of its rights and obligations under this Agreement without the prior written consent of the other Party, not to be unreasonably withheld or delayed. However, SWW may assign or otherwise transfer its rights under this Agreement to any company within the Pennon Group Plc without the consent of NAV.

19 Governing Law & Jurisdiction

- 19.1 This Agreement is governed by and construed in accordance with the laws of England and Wales and the Parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

Signed by,)
for and on behalf of
[NAV SERVICES LIMITED]

Position)

Signed by,)
for and on behalf of
SOUTH WEST WATER LIMITED

Position)

Schedule 1

The Service

1. Process

- 1.1 SWW shall transmit weekly meter readings and associated data to NAV using a safe SFTP Process and push the data files onto their server.
- 1.2 The following process will be operated by SWW to process data for NAV. The file is held until the SWW Billing system upload is processed. The upload process will contain validation checks. Meter readings which pass validation are appended to the following night's billing process. Meter reading exceptions and amendment data are reported out for manual review.

2. Overall description of the Services (Scope)

- 2.1 The Services shall include the provision of meter readings, meter asset details, customer and property details and the SWW shall provide NAV with appropriate responses to any associated query/enquiry in accordance with this Schedule. The Services shall enable NAV to provide timely and accurate bills to its waste water customers. SWW shall provide, as appropriate, the same degree and quality of reasonably relevant information as it would use to issue bills to its own customers.

- 2.2 The key Services are:-

SWW shall provide the following information to NAV:

- Meter reference number
- Cyclic meter reads
- Amended meter readings
- Final meter readings
- Move in meter readings
- New property meter details
- New meter details to existing property
- Meter exchange details
- Consumption adjustments
- Leak allowances
- Change of customer details including new occupier and old occupier details (including forwarding address, billing /account address)

- Customer name change
- Customer address change (encompassing forwarding address where available, billing / account address)
- Supply address amendment
- Meter detail changes
- Removed/disconnected meter (in file or by memo)
- Information reasonably required by NAV in order to reply to customer calls and correspondence.
- Check meter details & meter readings
- Meter service levels order data (to be provided as free format comments)

3.0 Detailed description of the Service

The provision of files comprising of a composite set of data records and associated attributes as detailed below. SWW sends the data to NAV using secure file transfer protocol in a format agreed by the Parties. Any changes to this file format will be managed via clause (14) (Variations).

3.1 Meter readings

3.1.1 Meter reading provision of the following meter reads for update to NAV's SAP billing system:-

- Cyclic meter readings
- Amendment reading
- Final meter readings
- Move in meter readings
- Check meter readings

3.2 Meter device, customer and property details

3.2.1 New property and meters

Provision of a list for the following information where available to SWW to update NAV's billing system:

- New property meter details
- New meter details to existing property

3.3 Amendment details

3.3.1 Provision of the following details (where available) to SWW of changes to customer details, property and meter details to update NAV's billing system:

- Customer name change
- Customer address change
- Supply address amendment
- Property made void
- Void property reoccupied
- Meter detail changes
- Removed meter

3.4 Batch meter exchange details

3.4.1 Provision of all meter exchanges and consumption adjustments related to these exchanges where available to SWW to update NAV's billing system.

3.5 Enquiries from data provided

3.5.1 SWW shall provide further information in response to reasonable queries from NAV regarding missing or incomplete information from the data provided.

3.5.2 Replies, where available, from SWW shall be provided over the telephone, by email or by post.

3.6 Customer driven enquiries

3.6.1 SWW shall provide NAV where reasonable, with further information to allow NAV to respond to reasonable customer enquiries regarding:-

- High consumption/leakage checks,
- New meter installations; and
- Forwarding addresses

3.6.2 Replies, where available, from SWW, shall be provided in real time over the telephone, by email or by post.

3.7 Missing meter readings

- 3.7.1 To provide NAV with further information in response to identified installations for which a meter reading has not been provided. This will be in respect of both cyclic and move out meter readings. Dependent on volumes, data will be provided to NAV via telephone calls or emails.
- 3.7.2 Replies shall contain meter reading data specific to the identified installations and will either be via email or telephone calls. This will be dependent on volumes.

3.8 Change to Walkorders

- 3.8.1 To provide NAV with details of any substantial change or series of changes which when aggregated constitute a substantial change to NAV's meter reading Walkorders which have the effect either by themselves or in conjunction with other changes of altering the allocated frequency of Walkorders or "meter readings" by more than one calendar month.
- 3.8.2 Data shall include the followings:
 - 3.8.2.1 Customer Specific Details (e.g. Account number)
 - 3.8.2.2 Supply Address
 - 3.8.2.3 Meter Serial Number
 - 3.8.2.4 Future meter reading frequency
 - 3.8.2.5 Future meter reading profile

3.9 Leak investigation and results

- 3.9.1 To continue provision of the Highcon files which enable NAV to understand when investigations into high consumption have commenced and when they have ended, and the result of the investigation.

3.10 Data And Format

- 3.10.1 Unless otherwise agreed between the parties, SWW shall provide the volume and extent of the Data referred to in this Schedule to the same extent and in the same format as currently provided.

**Schedule 2
Service Levels**

1.0 General Service Levels

1.1 SWW should comply with the general Service Levels as set out in Table 1 below.

1.2 The criticality requirements in Table 1, are as follows

2.0 The General management and administrative reporting

2.1 High Impact

- Delay in billing
- Late revenue, leading to delay in ability to chase late payments

2.2 Medium Impact

- Incorrect billing

Table 1

Service Number	Service Description	Time / Turnaround	Criticality
2.1	Batch meter readings, meter device, customer and property details	Provide meter reading, meter device and property details by 5.00pm every Thursday, or within 4 Business Days from the date of request by NAV Where a meter has been installed and updated on SWW's billing solution within 5 Business Days of the normal file transfer date then details of the installation are to be included within the next file transfer.	High Impact
2.2	Enquiries from batch data transfer	a) Telephone contact Mon – Fri between 8am – 4.30pm. b) Written correspondence - 80% of all information and data requests shall be provided within 10 Business Days of the request from NAV. 100% of all the information and data requests shall be provided within 20 Business Days of the request from NAV.	Medium Impact
2.3	Customer driven enquiries	Written correspondence - 100% of all information and data requests shall be provided within 10 business days from NAV's request.	High Impact
2.4	Substantial Change to Walkorders	Provide data to support any change or series of changes to SWW's meter reading Walkorders, a minimum of 2 months before implementation.	Medium Impact

When this comes to SWW's attention that information has not been received from NAV the following Service Level shall apply.

2.5	Missing meter readings	Provide data for individual cyclic and move out meter readings identified by NAV within 10 business days of receipt	Medium Impact
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Schedule 3
Change Control

Change Request

Part 1 - Change Request Details

FA Title:

Change Request No.

Revision:

Description/Scope of Change:

Reason for Change:

Additional Comments:

Stakeholders:	Role:	Name	Department	Date
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Initiator:

Change Request Author:

SWW Contract Manager:

NAV Contact:

Date Sent to SWW:

Part 2 - Scope & Impact Assessment

Request Acceptable:

If No, why?

Proposed Scope to be Delivered:

Technical Implications:

Security Implications:

Operational Implications:

Programme Implications:

Cost:

Contract Clause/Appendix/Annex

Impacted:

Contract Measurable(s) Impacted:

Risks:

Benefits:

Part 3 - Change Implementation

Acceptance Testing Criteria:

Key Milestones:

Forecast Completion Date:

Part 4 - Change Request Agreement / Change Order

Name

Signature

Date

Customer Authorised Signatures

Change Initiator:

NAV Contract Manager:

Commercial Representative:

NAV Authorised Signatures

NAV Company Name:

Authorised Representative:

SWW Authorised Signature

Authorised Representative:

Schedule 4
Data Processing

Purpose for which personal data is being shared

The transfer of the water supply data for each household in the geographical zone which contains the South West Water supply network and the NAV wastewater network is for the purpose of ascertaining the applicable charge to each household for wastewater services.

The sharing of the data is necessary in order for the Parties to comply with their obligations under Section 205(1) of the Water Industry Act 1991.

The data is used to process transactions in SAP for billing purposes and to resolve queries raised by Customers and both parties.

It is also necessary to share data of customers on social tariffs in order to update both Parties' social tariff records

Categories of personal data

Names, addresses, email addresses, phone numbers, account reference numbers, consumption history, meter serial numbers, meter readings, notification of whether customer is on an assisted social tariff or capped tariff

Potential recipients and reasons for access

NAV employees and the employees of NAV contractors working on billing, recovery, complaints, data or IT activities.

Consumer Council for Water and the Water Redress Scheme to resolve customer complaints.

Employees of South West Water

Data sharing process

Data to be transferred as follows:

Transferred by secure email

Transferred by secure file transfer protocol

Shared by online hosted portal

Data will be transferred by South West Water when requested to do so by NAV.

Any deletion requirements

Data to be retained by the recipient for over six years

Details of the decision to share

Decision to share was made by leadership of both Parties following Section 205 of the Water Industry Act 1991 being passed and their statutory obligations being enacted.