

How To Draft An Electronic Disclosure Production Protocol

An electronic disclosure production protocol is a crucial early agreement preventing expensive later disputes. This guide details its components, including format, data, protection, and operations clauses. It covers where the protocol sits within the disclosure framework and offers guidance on common mistakes, technical limitations, and when to involve a digital forensic expert.

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PRODUCTION PROTOCOL S · A GUIDE FOR UK LAWYERS How to Draft an Electronic Disclosure Production Protocol The Agreement That Decides Every Later Argument, Clause by Clause COMPUTER FORENSICS LAB

§ ABOUT THE AUTHOR PREPARED BY COMPUTER FORENSICS LAB E-DISCOVERY TEAM ESTABLISHED 2007 · LONDON ISO 17025-ALIGNED PROCEDURES FULL CHAIN-OF-CUSTODY DOCUMENTATION

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§ HOW A SPECIALIST LABORATORY CAN ASSIST Working with Computer Forensics Lab
Speak to a forensic examiner, not a salesperson. INSTRUCT THE LAB
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Questions and answers

Is a production protocol actually required?

Under PD 57AD the DRD requires the parties to address production format and related technical matters, and the court will resolve what they cannot agree: so the substance is required; the standalone document is simply the competent way to do it. Elsewhere (CPR 31 matters, arbitration), nothing mandates it and everything rewards it: the disputes it prevents arrive regardless of forum.

When should the protocol be agreed?

Alongside scope negotiation and before processing decisions harden: format, field and family choices are settings at guide 81's stage and rebuilds afterwards: §3's cheap window. A protocol agreed after first productions is a treaty signed mid-battle: possible, and priced accordingly.

The other side sent their standard protocol. Can we just sign it?

Read it with your provider first: Example 1 is what "standard" can cost: field lists, threading rules and correction- cost clauses allocate real advantage, and an hour of technical review prices every departure before signature does. Most templates are fixable with a short markup; the unread ones are the expensive ones.

What belongs in the protocol versus the DRD's other sections?

The protocol governs production mechanics: formats, data, protections, operations: while scope, custodians, date ranges and search methodology live in the DRD's disclosure-model sections (guides 84-85's territory): the

What if a data type turns up that the protocol never contemplated?

The exceptions mechanism runs: notify, propose a format and method (this series' relevant guide usually supplies one), agree or escalate: process drafted precisely because no schedule is complete. Without the mechanism, the exotic becomes a satellite dispute; with it, correspondence.

How detailed should the load-file specification really be?

Precise to encoding, delimiters, date formats and reference conventions: the level at which platforms actually fail: then proven by the sample exchange rather than trusted. Example 2's day-shifted dates hid in exactly the detail lawyers consider beneath the agreement: the specification is technical because the failures are. cflab. u k · e-disc ove r y. u k ©2026
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