SCHEDULE 1

DEFINITIONS

Schedule 1 (*Definitions*)

1 DEFINITIONS

1.1 In the Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule 1 (*Definitions*) or the relevant Schedule in which that capitalised expression appears.

1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

1.3 In the Contract, unless the context otherwise requires:

(a) the singular includes the plural and vice versa;

(b) reference to a gender includes the other gender and the neuter;

(c) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;

(d) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;

(e) the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";

(f) references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;

(g) references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings"** as references to obligations under the Contract;

(h) references to **"Clauses"** and **"Schedules"** are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;

(i) references to **"Paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;

(j) references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;

(k) the headings in the Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract; and

(l) where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.

1.4 Any reference in this Contract which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):

(a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("EU References") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

(b) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred.

1.5 Where a standard, policy or document is referred to in this Contract by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Authority and the Parties shall update this Contract with a reference to the replacement hyperlink.

1.6 In addition to the defined terms set out in this Schedule 1, certain further defined terms are included in a glossary to Schedule 2 (Services Description) and the terms set out in the glossary shall have the meaning set out therein.

"Accounting Reference Date"	means in each year the date to which the Supplier prepares its annual audited financial statements;
"Accumulated Time Violation"	The process that allows a Device-Wearer a number of incremental absences in terms of time (minutes) to accumulate, to a pre-defined maximum threshold which once exceeded is then deemed an Order violation.
"Achieve"	(a) in respect of a Test, to successfully pass a Test without any Test Issues; and (b) in respect of a Milestone, the issue of a Milestone Achievement Certificate in respect of that Milestone in accordance with the provisions of Schedule 14 (*Testing Procedures*),

	and "**Achieved**" and "**Achievement**" shall be construed accordingly;
"Affected Party"	the Party seeking to claim relief in respect of a Force Majeure Event;
"Affiliate"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
"Allowable Assumptions"	the assumptions set out in Annex 5 of Schedule 15 (*Charges and Invoicing*);
"Allowable Price"	in relation to the Retained Deliverables relating the CPP Milestone, if any, an amount determined in accordance with the formula: A – B where: (a) A is an amount equal to the Costs incurred by the Supplier in providing or developing the relevant Retained Deliverables as reflected in the Financial Model together with an amount equal to the Anticipated Contract Life Profit Margin thereon; and (b) B is an amount equal to the Allowable Price Adjustment relating to the relevant Retained Deliverables, if any, or if there is no such Allowable Price Adjustment, zero, provided that the Allowable Price for any Retained Deliverables shall in no circumstances exceed the aggregate amount of the Milestone Payments paid to the Supplier in respect of the Milestones (or in the case of Partial Termination, the Milestones for the parts of the Services terminated) relating to the CPP Milestone;
"Allowable Price Adjustment"	has the meaning given in Clause 32.8(c) (Payments by the Supplier);
"Annual Contract Report"	has the meaning given in Schedule 19 (*Financial Reports and Audit Rights*);
"Annual Revenue"	means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and

	Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology: (a) figures for accounting periods of other than twelve (12) months should be scaled pro rata to produce a proforma figure for a twelve (12) month period; and (b) where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date;
“Anticipated Contract Life Profit Margin”	has the meaning given in Schedule 15 (*Charges and Invoicing*);
"Application Development and Operational Capability" or “ADOC”	means the capability to be established by the Supplier in accordance with Paragraph 1.1.13 of Schedule 2 (*Services Description*) to undertake certain application development and/or change activities;
“Approved Sub-Licensee”	any of the following: (a) a Central Government Body; (b) any third party providing services to a Central Government Body; and/or (c) any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Authority and/or any Service Recipient;
“Assets”	all assets and rights used by the Supplier to provide the Services in accordance with this Contract but excluding the Authority Assets;
“Associated Person”	has the meaning given to it in Section 44(4) of the Criminal Finances Act 2017;
“Associates”	means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the

	undertaking to be treated as an associate under generally accepted accounting principles;
"Assurance"	means written confirmation from a Relevant Authority to the Supplier that the CRP Information is approved by the Relevant Authority;
"ATP Milestone"	the Milestone linked to Authority to Proceed for the relevant Operational Services set out in the Implementation Plan;
"Audit"	any exercise by the Authority of its Audit Rights pursuant to Clause 12 (Records, Reports, Audit and Open Book Data) and Schedule 19 (Financial Reports and Audit Rights);
"Audit Agents"	(a) the Authority's internal and external auditors; (b) the Authority's statutory or regulatory auditors; (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; (d) HM Treasury or the Cabinet Office; (e) any party formally appointed by the Authority to carry out audit or similar review functions; and (f) successors or assigns of any of the above;
"Audit Rights"	the audit and access rights referred to in Schedule 19 (*Financial Reports and Audit Rights*);
"Authority Assets"	the Authority Materials, the Authority infrastructure and any other data, software, assets, equipment or other property owned by and/or licensed or leased to the Authority and/or any Service Recipient and which is or may be used in connection with the provision or receipt of the Services;
"Authority Background IPRs"	(a) IPRs owned by the Authority and/or any Service Recipient before the Effective Date, including IPRs contained in any of the Authority's and/or any Service

Recipient's Know-How, documentation, processes and procedures;

(b) IPRs created by the Authority and/or any Service Recipient independently of this Contract; and/or

(c) Crown Copyright which is not available to the Supplier otherwise than under this Contract;

but excluding IPRs owned by the Authority and/or any Service Recipient subsisting in the Authority Software;

"Authority Cause" any material breach by the Authority of any of the Authority Responsibilities, except to the extent that such breach is:

(a) the result of any act or omission by the Authority to which the Supplier has given its prior consent; or

(b) caused by the Supplier, any Sub-contractor or any Supplier Personnel;

"Authority Data"

(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:

(i) supplied to the Supplier by or on behalf of the Authority and/or any Service Recipient; and/or

(ii) which the Supplier is required to generate, process, store or transmit pursuant to this Contract; or

(b) any Personal Data for which the Authority and/or any Service Recipient is the Data Controller;

"Authority IT Strategy" the Authority's IT policy in force as at the Effective Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Change Control Procedure;

"Authority Materials"	the Authority Data together with any materials, documentation, information, programs and codes supplied by the Authority to the Supplier, the IPRs in which: (a) are owned or used by or on behalf of the Authority; and (b) are or may be used in connection with the provision or receipt of the Services, but excluding any Project Specific IPRs, Specially Written Software, Supplier Software, Third Party Software and Documentation relating to Supplier Software or Third Party Software;
"Authority Premises"	premises owned, controlled or occupied by the Authority and/or any Central Government Body which are made available for use by the Supplier or its Sub-contractors for provision of the Services (or any of them);
"Authority Representative"	the representative appointed by the Authority pursuant to Clause 11.4 (*Representatives*);
"Authority Requirements"	the requirements of the Authority set out in Schedule 2 (*Services Description*)), Schedule 3 (*Performance Levels*), Schedule 4, Schedule 5 (*Security Management*), Schedule 6 (*Insurance Requirements*), Schedule 13 (*Implementation Plan*), Schedule 24 (*Reports and Records Provisions*), Schedule 25 (*Exit Management*) and Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*);
"Authority Responsibilities"	the responsibilities of the Authority specified in Schedule 7 (*Authority Responsibilities*);
"Authority Software"	software which is owned by or licensed to the Authority (other than under or pursuant to this Contract) and which is or will be used by the Supplier for the purposes of providing the Services;
"Authority System"	the Authority's or any Service Recipient's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or any Service Recipient or the Supplier in connection with this Contract which is owned by the Authority and/or

	Service Recipient or licensed to it by a third party and which interfaces with the Supplier System or which is necessary for the Authority and/or any Service Recipient to receive the Services;
“Authority to Proceed” or “ATP”	the authorisation to the Supplier to commence the provision of the relevant Operational Services to the Authority, provided by the Authority in the form of a Milestone Achievement Certificate in respect of the ATP Milestone;
“Balanced Scorecard Report”	has the meaning given in Paragraph 1.1(b) of Part B of Schedule 3 (*Performance Levels*);
“Baseline Security Requirements”	the Authority's baseline security requirements, the current copy of which is contained in Annex 1 (*Baseline Security Requirements*), as updated from time to time by the Authority and notified to the Supplier;
“Board”	means the Supplier’s board of directors;
“Board Confirmation”	means the written confirmation from the Board in accordance with Paragraph 8 of Schedule 18 (*Financial Distress*);
“Breakage Costs Payment”	has the meaning given in Schedule 16 (*Payments on Termination*);
“Cabinet Office Markets and Suppliers Team”	means the UK Government’s team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;

“Central Government Body”	a body which is either: (a) listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (i) Government Department; (ii) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (iii) Non-Ministerial Department; or (iv) Executive Agency; or (b) a Service Recipient;
“Certificate of Costs”	has the meaning given in Schedule 15 (*Charges and Invoicing*);
“Change”	any change to this Contract;
"Change Advisory Board"	has the meaning given in Schedule 21 (*Governance*);
“Change Authorisation Note”	a form setting out an agreed Contract Change which shall be substantially in the form of Part C of Annex 2 (*Change Form*) of Schedule 22 (*Change Control Procedure*);
“Change Control Procedure”	the procedure for changing this Contract set out in Schedule 22 (*Change Control Procedure*);
“Change in Law”	any change in Law which impacts on the performance of the Services which comes into force after the Effective Date;
“Change Request”	a written request for a Contract Change which is a Bilateral Change substantially in the form of Part A of Annex 2 (*Change Form*) of Schedule 22 (*Change Control Procedure*);
“Charges”	the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 15 (*Charges and Invoicing*), including any Milestone Payment or Service Charge;

“Class 1 Transaction”	has the meaning set out in the listing rules issued by the UK Listing Authority;
"Clip"	a mechanism which securely attaches the Strap to the Device or which protects the point of attachment between the Strap and the Device;
“CNI”	means Critical National Infrastructure;
“Collaboration Agreement”	means the collaboration agreement entered into between the Parties on or around the date of this Contract;
“Commercially Sensitive Information”	the information listed in Schedule 9 (Commercially Sensitive Information) comprising the information of a commercially sensitive nature relating to: (a) the pricing of the Services; (b) details of the Supplier’s IPRs; and (c) the Supplier’s business and investment plans; which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
“Comparable Supply”	the supply of services to another customer of the Supplier that are the same or similar to any of the Services;
“Compensation for Unacceptable KPI Failure”	has the meaning given in Clause 7.4(a) (Unacceptable KPI Failure);
“Compensation Payment”	has the meaning given in Schedule 16 (Payments on Termination);
“Conditions Precedent”	has the meaning given in Clause 4.3 (Conditions Precedent);
“Confidential Information”	(a) Information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Contract that relates to: (i) the Disclosing Party Group; or (ii) the operations, business, affairs, developments, intellectual property

rights, trade secrets, know-how and/or personnel of the Disclosing Party Group;

(b) other Information provided by the Disclosing Party pursuant to or in anticipation of this Contract that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient's attention or into the Recipient's possession in connection with this Contract;

(c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Contract and all matters arising therefrom; and

(d) Information derived from any of the above,

but not including any Information which:

(i) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;

(ii) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;

(iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Contract or breach of a duty of confidentiality;

(iv) was independently developed without access to the Confidential Information; or

(v) relates to the Supplier's:

(1) performance under this Contract; or

(2) failure to pay any Sub-contractor as required pursuant to Clause 15.15(a) (Supply Chain Protection);

"Conflict of Interest" a conflict between the financial or personal duties of the Supplier or the Supplier Personnel and the duties owed to the Authority under the Contract, in the reasonable opinion of the Authority;

"Contract Change" any change to this Contract other than a Tier 1 Change;

"Contracts Finder" the online government portal which allows suppliers to search for information about contracts worth over £10,000 (excluding VAT) as prescribed by Part 4 of the Public Contract Regulations 2015;

"Contract Year"

(a) a period of twelve (12) months commencing on the Effective Date; or

(b) thereafter a period of twelve (12) months commencing on each anniversary of the Effective Date;

provided that the final Contract Year shall end on the expiry or termination of the Term;

"Control" the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;

"Controller" has the meaning given in the UK GDPR or the EU GDPR as the context requires;

"Corporate Change Event" means:

(a) any change of Control of the Supplier or a Parent Undertaking of the Supplier;

(b) any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services;

(c) any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services;

(d) a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc;

(e) an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier;

(f) payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any twelve (12) month period;

(g) an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;

(h) any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group;

(i) the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or

(j) any process or events with an effect analogous to those in Paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;

"Corporate Change Event Grace Period" means a grace period agreed to by the Relevant Authority for providing CRP Information and/or updates to Service Continuity Plan after a Corporate Change Event

"Corporate Resolvability Assessment (Structural Review)" means part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 and Annex 2: Corporate Resolvability Assessment (*Structural Review*) of Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*);

"Costs" has the meaning given in Schedule 15 (*Charges and Invoicing*);

"CPP Milestone" the contract performance point as set out in the Implementation Plan, being the Milestone at which the Supplier has demonstrated that the Supplier Solution or relevant Service is working satisfactorily in its operating environment in accordance with Schedule 14 (*Testing Procedures*);

"Critical National Infrastructure" means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:

(a) major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or

	(b) significant impact on the national security, national defence, or the functioning of the UK;
"Critical Performance Failure"	(a) the Supplier accruing in aggregate 36 or more Service Points (in terms of the number of points allocated) in any period of three (3) months; (b) the Supplier accruing in aggregate 8 or more Service Points (in terms of the number of points allocated) on a single KPI in any period of three (3) months; or (c) the Supplier accruing Service Credits or Compensation for Unacceptable KPI Failure which meet or exceed the Service Credit Cap;
"Critical Service Contract"	means the overall status of the Services provided under this Contract as determined by the Authority and specified in Paragraph 1.1 of Part B to Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*);
"Crown Body"	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Crown Copyright"	has the meaning given in the Copyright, Designs and Patents Act 1988;
"CRP Information"	means the Corporate Resolution Planning Information, together, the: (a) Exposure Information (Contracts List); (b) Corporate Resolvability Assessment (Structural Review); and (c) Financial Information and Commentary
"CRTPA"	the Contracts (Rights of Third Parties) Act 1999;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or

	potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	(a) the UK GDPR; (b) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (c) all applicable Law about the processing of personal data and privacy; and (d) (to the extent that it applies) the EU GDPR;
"Data Subject"	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
"Data Subject Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to their Personal Data;
"Deductions"	all Service Credits, Compensation for Unacceptable KPI Failure, Delay Payments or any other deduction which is paid or payable to the Authority under this Contract;
"Default"	any breach of the obligations of the relevant Party (including abandonment of this Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement: (a) in the case of the Authority, of its employees, servants, agents; or (b) in the case of the Supplier, of its Sub-contractors or any Supplier Personnel, in connection with or in relation to the subject-matter of this Contract and in respect of which such Party is liable to the other;
"Defect"	(a) any error, damage or defect in the manufacturing of a Deliverable; or

	(b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or (c) any failure of any Deliverable to provide the performance, features and functionality specified in the Authority Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria; or (d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the Authority Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria;
"Delay"	(a) a delay in the Achievement of a Milestone by its Milestone Date; or (b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
"Delay Deduction Period"	the period of one hundred (100) days commencing on the relevant Milestone Date;
"Delay Payments"	the amounts payable by the Supplier to the Authority in respect of a Delay in Achieving a Key Milestone as specified in Schedule 15 (*Charges and Invoicing*);
"Deliverable"	an item or feature delivered or to be delivered by the Supplier at or before a Milestone Date or at any other stage during the performance of this Contract;
"Dependent Parent Undertaking"	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the

	Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into this Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of this Contract;
“Detailed Design Document(s)”	documents which set out lower level detail (both technical detail and operational detail) in relation to the Supplier Solution;
“Detailed Implementation Plan”	the plan developed and revised from time to time in accordance with Paragraphs 3 and 4 of Schedule 13 (*Implementation Plan*);
"Device"	any device or technology used to Monitor the Device Wearer’s compliance with a Monitoring Requirement;
"Device Wearer"	any person who is subject to an Order, Licence or Court Bail Condition and who must wear a Device as a result of that Order, Licence or Court Bail Condition;
“Disclosing Party”	has the meaning given in Clause 19.1 (*Confidentiality*);
“Disclosing Party Group”	(a) where the Disclosing Party is the Supplier, the Supplier and any Affiliates of the Supplier; and (b) where the Disclosing Party is the Authority, the Authority and any Central Government Body with which the Authority or the Supplier interacts in connection with this Contract;
“Dispute”	any dispute, difference or question of interpretation arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
“Dispute Notice”	a written notice served by one (1) Party on the other stating that the Party serving the notice believes that there is a Dispute;

"Dispute Resolution Procedure"	the dispute resolution procedure set out in Schedule 23 (Dispute Resolution Procedure);
"Documentation"	descriptions of the Services and Performance Indicators, details of the Supplier System (including (i) vendors and versions for off-the-shelf components and (ii) source code and build information for proprietary components), relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation as: (a) is required to be supplied by the Supplier to the Authority under this Contract; (b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide Services; (c) is required by the Supplier in order to provide the Services; and/or (d) has been or shall be generated for the purpose of providing the Services;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"DPA 2018"	the Data Protection Act 2018;

“Due Diligence Information”	any information supplied to the Supplier by or on behalf of the Authority prior to the Effective Date;
“Effective Date”	the later of: (a) the date on which this Contract is signed by both Parties; and (b) the date on which the Condition Precedent has been satisfied or waived in accordance with Clause 4.2 (Condition Precedent);
“EIRs”	the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Central Government Body in relation to such Regulations;
"Electronic Monitoring" or "EM"	has the meaning given in Paragraph 4 (*Glossary*) of Schedule 2 (*Services Description*);
“Emergency Maintenance”	ad hoc and unplanned maintenance provided by the Supplier where: (a) the Authority reasonably suspects that the IT Environment or the Services, or any part of the IT Environment or the Services, has or may have developed a fault, and notifies the Supplier of the same; or (b) the Supplier reasonably suspects that the IT Environment or the Services, or any part the IT Environment or the Services, has or may have developed a fault;
“Employee Liabilities”	all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following: (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;

(b) unfair, wrongful or constructive dismissal compensation;

(c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;

(d) compensation for less favourable treatment of part-time workers or fixed term employees;

(e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;

(f) employment claims whether in tort, contract or statute or otherwise;

(g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

"Employment Regulations" the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;

"EM Supplier" means any or all of the following:

(a) the Supplier;

(b) the FMS Supplier;

(c) an Outgoing Service Provider for so long as such provider continues to provide electronic monitoring services to the Authority; and

(d) any Other Supplier who the Authority designates as an "EM Supplier", and

"**EM Suppliers**" shall be construed accordingly.

“EM Supplier’s Services Agreement”	means an agreement between the EM Supplier and the authority which relates to the Services provided under this Contract;
“ESC”	has the same meaning as Existing Service Commencement (Milestone);
“Estimated Year 1 Charges”	the estimated Charges payable by the Authority during the first Contract Year, as set out in the Financial Model;
“Estimated Initial Service Charges”	the estimated Service Charges payable by the Authority during the period of twelve (12) months from the first Operational Service Commencement Date, as set out in the Financial Model;
“EEA”	European Economic Area
“EU GDPR”	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
“EU”	European Union;
“Existing Service Commencement”	means the take on of the current service and delivery of continuous monitoring of existing Orders using current service, systems and Devices (Existing Service Commencement (Milestone) has the same meaning as Existing Service Commencement);
“Exit Management”	services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to the Authority and/or any Service Recipient and/or a Replacement Supplier, as set out or referred to in Schedule 25 (*Exit Management*);
“Exit Plan”	the plan produced and updated by the Supplier during the Term in accordance with Paragraph 4 of Schedule 25 (*Exit Management*);
“Expedited Dispute Timetable”	the reduced timetable for the resolution of Disputes set out in Paragraph 3 of Schedule 23 (*Dispute Resolution Procedure*);

“Expert”	has the meaning given in Schedule 23 (*Dispute Resolution Procedure*);
“Expert Determination”	the process described in Paragraph 6 of Schedule 23 (*Dispute Resolution Procedure*);
“Exposure Information (Contracts List)”	means part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 and Annex 1 of Part B of Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*);
“Extension Period”	has the meaning given to it in Clause 4.2;
“Financial Distress Event”	the occurrence of one or more of the events listed in Paragraph 3.1 of Schedule 18 (*Financial Distress*);
“Financial Information and Commentary”	means part of the CRP Information requirements set out in accordance with Paragraphs 2 and Annex 3 of Part B of Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*);
“Financial Distress Remediation Plan”	a plan setting out how the Supplier will ensure the continued performance and delivery of the Services in accordance with this Contract in the event that a Financial Distress Event occurs. This plan should include what the Authority would need to put in place to ensure performance and delivery of the Services in accordance with this Contract up to and including any Insolvency Event in respect of the relevant FDE Group entity and may refer to the Insolvency Continuity Plan in this regard;
“Financial Model”	has the meaning given in Schedule 19 (*Financial Reports and Audit Rights*);
“Financial Reports”	has the meaning given in Schedule 19 (*Financial Reports and Audit Rights*);
“Financial Transparency Objectives”	has the meaning given in Schedule 19 (*Financial Reports and Audit Rights*);
"FMS Supplier"	has the meaning in Paragraph 4 (*Glossary*) of Schedule 2 (*Services Description*);
“FOIA”	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information

	Commissioner or any relevant Central Government Body in relation to such Act;
"Forecast Contingency Costs"	has the meaning given in Paragraph 1.1 of Schedule 15 (*Charges and Invoicing*);
“Force Majeure Event”	any event outside the reasonable control of either Party affecting its performance of its obligations under this Contract arising from acts, events, omissions, happenings or non- happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or other natural disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel or any other failure in the Supplier’s or a Sub-contractor’s supply chain;
“Force Majeure Notice”	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
“Former Supplier”	has the meaning given in Schedule 28 (*Staff Transfer*);
“General Anti-Abuse Rule”	(a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into Parliament to counteract tax advantages (c) arising from abusive arrangements to avoid national insurance contributions;
“General Change in Law”	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
“Good Industry Practice”	at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like the Authority, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;

“Goods”	means any equipment provided by the Supplier as part of the Services and includes all Devices, Tags and Monitoring Equipment;
“Guarantee”	the deed of guarantee in favour of the Authority entered into by the Guarantor on or about the date of this Contract (which is in the form set out in Schedule 29 (*Key Personnel*)), or any guarantee acceptable to the Authority that replaces it from time to time;
“Guarantor”	G4S Care & Justice Services (UK) Ltd, a company registered in England and Wales with company number 00399328 and whose registered office is at 46 Gillingham Street, London, England, SW1V 1HU;
“Halifax Abuse Principle”	the principle explained in the CJEU Case C-255/02 Halifax and others;
“Health and Safety Policy”	the health and safety policy of the Authority and/or other relevant Central Government Body as provided to the Supplier on or before the Effective Date and as subsequently provided to the Supplier from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety;
“HMRC”	HM Revenue & Customs;
“Impact Assessment”	has the meaning given in Schedule 22 (*Change Control Procedure*);
"Implementation Board"	has the meaning given in Schedule 21 (*Governance*);
"Implementation Phase"	has the meaning at paragraph 2.9 of Schedule 13 (*Implementation Plan*);
“Implementation Plan”	the Outline Implementation Plan or (if and when approved by the Authority pursuant to Paragraph 3 of Schedule 13 (*Implementation Plan*)) the Detailed Implementation Plan as updated in accordance with Paragraph 4 of Schedule 13 (*Implementation Plan*) from time to time;
“Implementation Services”	the implementation services in relation to achieving Milestones as described in the

	Implementation Plan, paragraph 3 of Schedule 2, Schedule 13 and Schedule 14;
"Implementation Weekly Status Report"	has the meaning at paragraph 7.4 of Schedule 13 (*Implementation Plan*);
"Implementation Working Group Meeting	has the meaning in paragraph 7.1 of Schedule 13 (*Implementation Plan*);
"Improvement Plan Trigger Event"	means: (a) any failure to achieve the P1 and/or P2 Incidents within the Head Service Level or Tail Service Level which the Authority considers to be sufficiently serious so as to identify an underlying cause or pattern; (b) where: (i) there is either (i) an ongoing concern in relation to a single failure in SPI6 and/or SPI7 or (ii) a pattern of failure in SPI6 and/or SPI7; and/or (ii) there is a sufficiently serious pattern relating to all or any of the following in Table 2 of Schedule 2 (*Services Description*): AL07; AL08 and AL15; and/or (iii) where the Authority is reasonably concerned that Device alerts are not being raised sufficiently and in each case the Authority considers the same to be sufficiently serious so as to identify an underlying cause or pattern; (c) where the Supplier does not meet (at the same time) more than fifty percent (50%) of standards in in Paragraphs 3 to 7 (inclusive), and 12 to 13 (inclusive) of Schedule 4 (*Standards*), which the Authority considers to be sufficiently serious so as to identify an underlying cause or pattern; (d) where the Supplier does not meet the standards in Paragraph 11 of Schedule 4 *(Standards)*

	and the Authority may consider any one incident or a combination of incidents to be such trigger event;
“Implementation Services Commencement Date”	the date on which the Supplier is to commence provision of the first of the Services, being the date immediately following Achievement of the Milestone identified as INT1;
“Indemnified Person”	the Authority and each and every person to whom the Authority (or any direct or indirect sub-licensee of the Authority) sub-licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with this Contract including Service Recipients;
“Independent Controller”	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
“Information”	all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);
“Initial Term”	the aggregated period: (a) from and including the Effective Date until Achievement of the CPP Milestone; and (b) a period of six (6) years from and including the day following Achievement of the CPP Milestone;
“Initial Financial Model”	means the document in the agreed form attached at Annex 1 to Schedule 19 (*Financial Reports and Audit Rights*);
“Initial Upload Date”	means the occurrence of an event detailed in Schedule 24 (*Reports and Records Provisions*) Annex 3: (*Records To Upload To Virtual Library*) which requires the Supplier to provide its initial upload of the relevant information to the Virtual Library;
"Insurances"	has the meaning given in paragraph 1.1 of Schedule 6 (*Insurance Requirements*);
“Insolvency Event”	with respect to any person, means:

(a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:

(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or

(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;

(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;

(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;

(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within fourteen (14) days;

(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

(f) where that person is a company, a LLP or a partnership:

(i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;

(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;

(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or

(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or

(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;

"Intellectual Property Rights" or "IPRs"

(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet

(b) domain names and website addresses and other rights in trade names, designs,

Know-How, trade secrets and other rights in Confidential Information;

(c) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and

(d) all other rights having equivalent or similar effect in any country or jurisdiction;

"Intervention Cause" has the meaning given in Clause 27.1 (*Remedial Adviser*);

"Intervention Notice" has the meaning given in Clause 27.1 (Remedial *Adviser*);

"Intervention Period" has the meaning given in Clause 27.2(c) (*Remedial Adviser*);

"Intervention Trigger Event"

(a) any event falling within limb (a), (b), (c), (e), (f) or (g) of the definition of a Supplier Termination Event;

(b) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services;

(c) the Supplier accruing in aggregate 27 or more Service Points (in terms of the number of points allocated) in any period of three (3) months;

(d) the Supplier accruing Service Credits which meet or exceed [redacted] of the Service Credit Cap; and/or

(e) the Supplier not Achieving a Key Milestone within seventy-five (75) days of its relevant Milestone Date;

"IP Completion Day" has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;

"IPR Ownership Log" the log in the format required by the Authority setting out the Intellectual Property Rights created and/or utilised by the Supplier and/or any Sub-contractors in the provision of the Services;

“IPRs Claim”	any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPRs save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of any Relevant IPRs, or the use of the Authority Software by or on behalf of the Supplier, in either case in combination with any item not supplied or recommended by the Supplier pursuant to this Contract or for a purpose not reasonably to be inferred from the Services Description or the provisions of this Contract;
“IT”	information and communications technology;
“IT Environment”	the Authority System and the Supplier System;
"IT Health Check"	has the meaning given in Schedule 5 (*Security Management*);
“Joint Controllers”	where two or more Controllers jointly determine the purposes and means of processing;
“Key Milestone”	the Milestones identified in the Implementation Plan as key milestones and in respect of which Delay Payments may be payable in accordance with Paragraph 1 of Part C of Schedule 15 (*Charges and Invoicing*) if the Supplier fails to Achieve the Milestone Date in respect of such Milestone;
“Key Performance Indicator”	the key performance indicators set out in Table 1 of Part A of Annex 1 of Schedule 3 (*Performance Levels*);
“Key Personnel”	those persons appointed by the Supplier to fulfil the Key Roles, being the persons listed in Schedule 29 (*Key Personnel*) against each Key Role as at the Effective Date or as amended from time to time in accordance with Clauses 14.5 and 14.6 of Schedule 29 (*Key Personnel*);
“Key Roles”	a role described as a Key Role in Schedule 29 (*Key Personnel*) and any additional roles added from time to time in accordance with Clause 14.4 of Schedule 29 (*Key Personnel*);
“Key Sub-contract”	each Sub-contract with a Key Sub-contractor;

“Key Sub-contractor”	any Sub-contractor: (a) which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or (b) with a Sub-contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Contract (as set out in the Financial Model);
“Know-How”	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the Services but excluding know how already in the other Party’s possession before this Contract;
“KPI Failure”	a failure to meet the Target Performance Level in respect of a Key Performance Indicator;
“KPI Service Threshold”	shall be as set out against the relevant Key Performance Indicator in Table 1 of Part A of Annex 1 of Schedule 3 (*Performance Levels*);
“Law”	any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"Licence"	a period during which a Device Wearer is released from custody to serve the remainder of their sentence in the community subject to certain conditions, pursuant to section 250 of the Criminal Justice Act 2003 (including Home Detention Curfew and post release licences);
“Licensed Software”	all and any Software licensed by or through the Supplier, its Sub-contractors or any third party to the Authority for the purposes of or pursuant to this Contract, including any Supplier Software,

	Third Party Software and/or any Specially Written Software;
“Losses”	losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
“Maintenance Schedule”	shall have the meaning set out in Clause 9.4 (*Maintenance*);
"Major Incident"	has the meaning prescribed in ITIL v4 (as may be amended, replaced or superseded from time to time);
“Malicious Software”	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
“Management Information”	the management information specified in Schedule 3 (*Performance Levels*), Schedule 15 (*Charges and Invoicing*) and Schedule 21 (*Governance*) to be provided by the Supplier to the Authority;
“Material KPI Failure”	(a) a Serious KPI Failure; (b) a Severe KPI Failure; or (c) a failure by the Supplier to meet a KPI Service Threshold;
“Material PI Failure”	(a) a failure by the Supplier to meet the PI Service Threshold in respect of REDACTED or more of the Subsidiary Performance Indicators that are measured in that Service Period; and/or (b) a failure by the Supplier to meet the Target Performance Level in respect of REDACTED or more of the Subsidiary Performance Indicators that are measured in that Service Period;

"Measurement Period"	in relation to a Key Performance Indicator or Subsidiary Performance Indicator, the period over which the Supplier's performance is measured (for example, a Service Period if measured monthly or a twelve (12) month period if measured annually);
"Mediator"	has the meaning given in Schedule 23 (*Dispute Resolution Procedure*);
"Milestone"	an event or task described in the Implementation Plan which, if applicable, shall be completed by the relevant Milestone Date;
"Milestone Achievement Certificate"	the certificate to be granted by the Authority when the Supplier has Achieved a Milestone, which shall be in substantially the same form as that set out in Annex 3 of Schedule 14 (*Testing Procedures*);
"Milestone Adjustment Payment Amount"	in respect of the CPP Milestone the subject of a Milestone Adjustment Payment Notice, an amount determined in accordance with the formula: A – B where: (a) A is an amount equal to the aggregate sum of all Milestone Payments paid to the Supplier in respect of the Milestones (or in the case of Partial Termination, the Milestones for the parts of the Services terminated) relating to the CPP Milestone; and (b) B is an amount equal to the aggregate Allowable Price for the Retained Deliverables relating to the CPP Milestone or, if there are no such Retained Deliverables, zero;
"Milestone Adjustment Payment Notice"	has the meaning given in Clause 32.7 (*Payments by the Supplier*);
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;

“Milestone Payment”	a payment identified in Schedule 15 (*Charges and Invoicing*) to be made following the issue of a Milestone Achievement Certificate;
“Milestone Retention”	has the meaning given in Schedule 15 (*Charges and Invoicing*);
“Minimum Viable Application”	means the capabilities and/or systems functions, for example, Remote Breath Alcohol Monitoring, Self-Serve access to EM systems or some of the integration with MoJ systems that are not currently in scope for the Technical Service Commencement (Milestone) date. It is anticipated that these capabilities and systems functions shall be implemented as part of transformation activity;
“Minor KPI Failure”	shall be as set out against the relevant Key Performance Indicator in Table 1 of Part A of Annex 1 of Schedule 3 (*Performance Levels*);
“Mobilisation Phase”	means Period of time immediately following contract award to the time that the Supplier is ready to begin transition, during which the Supplier, with assurance from the Authority, shall: 1. Configure, test and integrate their respective technical solutions to deliver the requirements; 2. Manage the preparation and set up of operational resources across people, processes and technology infrastructure including but not limited to TUPE; Buildings; IT equipment; 3. Meet the readiness criteria for the Existing Service Commencement (Milestone) across points 1 and 2 above, which may include take on of the existing service for a defined period of time;
“Modern Slavery Assessment Tool”	means the modern slavery risk identification and management tool which can be found online at: https://supplierregistration.cabinetoffice.gov.uk/msat]
"Monitor"	has the meaning given to it in Paragraph 4 (*Glossary*) of Schedule 2 (*Services Description*);
“Monitoring Device”	means:

(a) any of the following Devices as more particularly described in Schedule 2 (*Services Description*):

(i) Location Monitoring Devices (including Fitted Location Monitoring Devices and Non-Fitted Location Monitoring Devices);

(ii) Alcohol Monitoring Devices (including Transdermal Alcohol Monitoring Devices and Remote Breathalyser Monitoring Devices); and

(iii) Curfew Monitoring Devices; and

(b) any such other monitoring devices as may be included within the scope of the Services from time to time,

(and "**Monitoring Devices**" shall be construed accordingly);

"Monitoring Equipment" has the meaning given in Paragraph 4 (*Glossary*) to Schedule 2 (*Services Description*);

"Monitoring Requirement" has the meaning given in Paragraph 4 (*Glossary*) to Schedule 2 (*Services Description*);

"month" a calendar month and "**monthly**" shall be interpreted accordingly;

"Multi-Party Dispute Resolution Procedure" has the meaning given in Paragraph 9.1 of Schedule 28 (*Staff Transfer*) of Schedule 23 (*Dispute Resolution Procedure*);

"Multi-Party Procedure Initiation Notice" has the meaning given in Paragraph 9.2 of Schedule 23 (*Dispute Resolution Procedure*);

"MVA" has the same meaning as Minimum Viable Application;

"NCSC" the National Cyber Security Centre or any replacement or successor body carrying out the same function;

"New Releases" an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected)

	while still retaining the original designated purpose of that item;
"Non-trivial Customer Base"	a significant customer base with respect to the date of first release and the relevant market but excluding Affiliates and other entities related to the licensor;
"Non-retained Deliverables"	in relation to the CPP Milestone Payment Notice, Deliverables provided to the Authority which relate to the CPP Milestone and which are not Retained Deliverables;
"Notifiable Default"	shall have the meaning given in Clause 25.1 (*Rectification Plan Process*);
"Object Code"	software and/or data in machine-readable, compiled object code form;
"Occasion of Tax Non-Compliance"	(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;
"Open Book Data"	has the meaning given in Schedule 19 (*Financial Reports and Audit Rights*);

“Open Source”	computer Software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source;
“Operating Environment”	the Authority System and the Sites;
“Operational Change”	(a) any change in the Supplier's operational procedures which in all respects, when implemented: (b) will not affect the Charges and will not result in any other costs to the Authority; (c) may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services; (d) will not adversely affect the interfaces or interoperability of the Services with any of the Authority's and/or any Service Recipient's IT infrastructure; and (e) will not require a change to this Contract;
“Operational Service Commencement Date”	in relation to an Operational Service, the later of: (a) the date identified in the Implementation Plan upon which the Operational Service is to commence; and (b) where the Implementation Plan states that the Supplier must have Achieved the relevant ATP Milestone before it can commence the provision of that Operational Service, the date upon which the Supplier Achieves the relevant ATP Milestone;
“Operational Services”	the operational services described as such in the Services Description;
“Operational Services Contract Year”	means (i) a period of twelve (12) months commencing on the first Operational Services Commencement Date; or (ii) thereafter a period of twelve (12) months commencing on each anniversary of the first Operational Services Commencement Date; provided that the final

	Operational Services Contract Year shall end on the expiry or termination of the Term;
“Optional Services”	the services described as such in Schedule 2 (Services Description) which are to be provided by the Supplier if required by the Authority in accordance with Clause 5.10 (Optional Services);
“Optional Services Implementation Plan”	the implementation plan to effect the Optional Services agreed between the Parties prior to the Effective Date and, if not agreed prior to the Effective Date, to be developed by the Supplier and approved by the Authority;
"Order"	An Order or other authorisation for EM on a Device Wearer, including but not limited to: (a) Community Orders. (b) Suspended Sentence Orders. (c) Court Bail Orders. (d) a Youth Rehabilitation Order. (e) Detention and Training Order. (f) Subject to Parliamentary approval, Supervision Default Orders under the Offender Rehabilitation Act 2014. (g) Section 256B Supervision. (h) TPIMS Notices. (i) SIAC Bail Orders. (j) Immigration Court Bail (k) Domestic Abuse Protection Order / Domestic Abuse Protection Notice;
“Other Supplier”	any supplier to the Authority (other than the Supplier) which is notified to the Supplier from time to time and which for the avoidance of doubt includes the EM Supplier(s);
"Outgoing Service Provider(s)"	means incumbent service provider(s) of the Authority providing services similar to or the same as the Services on or before the final Operational Service Commencement Date;

“Outline Implementation Plan”	the outline plan set out at Annex 1 of Schedule 13 (*Implementation Plan*);
"Overarching Project Implementation Plan"	means a plan produced by the FMS Supplier which sets out the implementation approach for the Operating Model;
"Overarching Project Test Plans"	means a test plan produced by the FMS Supplier as applicable to the Overarching Project Implementation Plan;
"Overarching Project Test Strategy"	means a strategy produced by the FMS Supplier which sets out the test strategy applicable to the Overarching Project Implementation Plan;
"Overhead"	has the meaning given in Schedule 15 (*Charges and Invoicing*);
“Parent Undertaking”	has the meaning set out in section 1162 of the Companies Act 2006;
“Partial Termination”	the partial termination of this Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 31.2(b) (*Termination by the Authority*) or 31.3(b) (*Termination by the Supplier*) or otherwise by mutual agreement by the Parties;
“Parties” and “Party”	have the meanings respectively given on page 1 of this Contract;
"Performance Board"	has the meaning given in Schedule 21 (*Governance*);
“Performance Failure”	a KPI Failure or a PI Failure;
“Performance Indicators”	the Key Performance Indicators and the Subsidiary Performance Indicators;
“Permitted Maintenance”	has the meaning given in Clause 9.4 (*Maintenance*);
“Performance Monitoring Report”	has the meaning given in Schedule 3 (*Performance Levels*);
“Personal Data”	has the meaning given in the UK GDPR or the EU GDPR as the context requires;
“Personal Data Breach”	has the meaning given in the UK GDPR or the EU GDPR as the context requires;

"PI Failure"	a failure to meet the Target Performance Level in respect of a Subsidiary Performance Indicator;
"PI Service Threshold"	shall be as set out against the relevant Subsidiary Performance Indicator in Table 2 in Part A of Annex 1 of Schedule 3 (*Performance Levels*);
"Preceding Services"	has the meaning given in Clause 5.2(b) (*Standard of Services*);
"Prescribed Person"	a legal adviser, an MP, or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people- and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies, as updated from time to time;
"Processor"	has the meaning given to it under the UK GDPR or the EU GDPR as the context requires;
"Processor Personnel"	means all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub-processor engaged in the performance of its obligations under this Contract;
"Programme Board"	the body described in Paragraph 5 of Schedule 21 (Governance);
"Prohibited Act"	(a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;

(c) an offence:

(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);

(ii) under legislation or common law concerning fraudulent acts; or

(iii) defrauding, attempting to defraud or conspiring to defraud the Authority (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017); or

(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

"Protective Measures" appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

"Project Specific IPRs"

(a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract and updates and amendments of these items including (but not limited to) database schema; and/or

(b) Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under this Contract;

but shall not include the Supplier Background IPRs or the Specially Written Software;

"Public Sector Dependent Supplier" means a supplier where that supplier, or that supplier's group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;

"Publishable Performance Information"	means any of the information in the Performance Monitoring Report as it relates to a Performance Indicator where it is expressed as publishable in the table in Annex 1 which shall not constitute Commercially Sensitive Information;
"Quality Plans"	has the meaning given in Clause 6.1 (*Quality Plans*);
"Quarter"	the first three (3) Service Periods and each subsequent three (3) Service Periods (save that the final Quarter shall end on the date of termination or expiry of this Contract);
"Recipient"	has the meaning given in Clause 19.1 (*Confidentiality*);
"Records"	has the meaning given in Schedule 24 (*Reports and Records Provisions*);
"Rectification Plan"	a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default;
"Rectification Plan Failure"	(a) the Supplier failing to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in Clauses 25.4 (*Submission of the draft Rectification Plan*) or 25.8 (*Agreement of the Rectification Plan*); (b) the Authority, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Supplier pursuant to Clause 25.7 (*Agreement of the Rectification Plan*); (c) the Supplier failing to rectify a material Default within the later of: (i) Thirty (30) Working Days of a notification made pursuant to Clause 25.2 (Notification); and (ii) where the Parties have agreed a Rectification Plan in respect of that material Default and the Supplier can demonstrate that it is implementing the Rectification Plan in good faith, the date specified in the Rectification Plan by which the

Supplier must rectify the material Default;

(d) a Material KPI Failure re-occurring in respect of the same Key Performance Indicator for the same (or substantially the same) root cause in any of the three (3) Measurement Periods subsequent to the Measurement Period in which the initial Material KPI Failure occurred;

(e) the Supplier not Achieving a Key Milestone by the expiry of the Delay Deduction Period; and/or

(f) following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of six (6) months for the same (or substantially the same) root cause as that of the original Notifiable Default;

"Rectification Plan Process" the process set out in Clauses 25.4 (*Submission of the draft Rectification Plan*) to 25.9 (*Agreement of the Rectification Plan*);

"Registers" has the meaning given in Schedule 25 (*Exit Management*);

"Reimbursable Expenses" has the meaning given in Schedule 15 (*Charges and Invoicing*);

"Relevant Authority" or "Relevant Authorities" means the Authority and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;

"Relevant IPRs" IPRs used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority or a third party in the fulfilment of the Supplier's obligations under this Contract including IPRs in the Specially Written Software, the Supplier Non-COTS Software, the Supplier Non-COTS Background IPRs, the Third Party Non-COTS Software and the Third Party Non-COTS IPRs but excluding any IPRs in the Authority Software, the Authority Background IPRs, the Supplier COTS Software, the Supplier

	COTS Background IPRS, the Third Party COTS Software and/or the Third Party COTS IPRs;
"Relevant Preceding Services"	has the meaning given in Clause 5.2(b) (*Standard of Services*);
"Relevant Requirements"	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
"Relevant Tax Authority"	HMRC, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relief Notice"	has the meaning given in Clause 29.2 (*Authority Cause*);
"Remedial Adviser"	the person appointed pursuant to Clause 27.2 (*Remedial Adviser*);
"Remedial Adviser Failure"	has the meaning given in Clause 27.6 (*Remedial Adviser*);
"Replacement Services"	any services which are the same as or substantially similar to any of the Services and which the Authority and/or any Service Recipient receives in substitution for any of the Services following the expiry or termination or Partial Termination of this Contract, whether those services are provided by the Authority or any Service Recipient internally and/or by any third party;
"Replacement Supplier"	any third party service provider of Replacement Services appointed by the Authority or any Service Recipient from time to time (or where the Authority or a Service Recipient is providing replacement Services for its own account, the Authority or Service Recipient respectively);
"Request For Information"	a Request for Information under the FOIA or the EIRs;
"Required Action"	has the meaning given in Clause 28.1(a) (*Step-In Rights*);

“Retained Deliverables”	has the meaning given in Clause 32.8(b) (*Payments by the Supplier*);
“Risk Register”	the register of risks and contingencies that have been factored into any Costs due under this Contract, a copy of which is set out in Annex 4 of Schedule 15 (*Charges and Invoicing*);
“SAAS Software”	any embodiments of Supplier COTS Software or Third Party COTS Software (as the case may be) that the Supplier or Third Party (as the case may be) makes generally available on a ‘one to many’ model where many customers use the same or materially similar version of such software and where users generally pay subscription fees for a time limited period of access to such Software and such Software is provided on standard terms which are not typically negotiated by the Supplier or Third Party (as the case may be) save as to price and provided that such Software has a Non-trivial Customer Base;
“Security Management Plan”	the Supplier's security plan as attached as Annex 2 of Schedule 5 (*Security Management*) and as subsequently developed and revised pursuant to Paragraphs 3 and 4 of Schedule 5 (*Security Management*);
“Serious KPI Failure”	shall be as set out against the relevant Key Performance Indicator in Table 1 of Part A of Annex 1 of Schedule 3 (*Performance Levels*);
“Service Charges”	the periodic payments made in accordance with Schedule 15 (*Charges and Invoicing*) in respect of the supply of the Operational Services;
“Service Continuity Plan”	any plan prepared pursuant to Paragraph 2 of Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*) as may be amended from time to time;
“Service Continuity Services”	the business continuity, disaster recovery and insolvency continuity services set out in Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*)

“Service Credit Cap”	(a)	in the period of twelve (12) months from the first Operational Service Commencement Date to occur after the Effective Date, REDACTED of the Estimated Initial Service Charges; and
	(b)	during the remainder of the Term, REDACTED of the Service Charges paid and/or due to be paid to the Supplier under this Contract in the period of twelve (12) months immediately preceding the Service Period in respect of which Service Credits are accrued;
“Service Credits”		credits payable by the Supplier due to the occurrence of one (1) or more KPI Failures, calculated in accordance with Paragraph 3 of Part C of Schedule 15 (*Charges and Invoicing*);
"Service Delivery Board"		has the meaning given in Schedule 21 (*Governance*);
“Service Period”		a calendar month, save that:
	(a)	the first service period shall begin on the first Operational Service Commencement Date and shall expire at the end of the calendar month in which the first Operational Service Commencement Date falls; and
	(b)	the final service period shall commence on the first day of the calendar month in which the Term expires or terminates and shall end on the expiry or termination of the Term;
“Service Points”		in relation to a KPI Failure, the points that are set out against the relevant Key Performance Indicator in the fifth column of the table in Annex 1 of Schedule 3 (*Performance Levels*);

"Service Recipients"	the following bodies: (a) the Home Office; and (b) such other UK public sector bodies, including Central Government Departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations as the Authority may permit to receive the services and notify the Supplier of from time to time, each being a "**Service Recipient**";
"Services"	any and all of the services to be provided by the Supplier under this Contract, including those set out in Schedule 2 (*Services Description*);
"Service Transfer Date"	has the meaning given in Schedule 28 (*Staff Transfer*);
"Services Description"	the services description set out in Schedule 2 (*Services Description*);
"Severe KPI Failure"	shall be as set out against the relevant Key Performance Indicator in Table 1 of Part A of Annex 1 of Schedule 3 (*Performance Levels*);
"Sites"	any premises (including the Authority Premises, the Supplier's premises or third party premises): (a) from, to or at which: (i) the Services are (or are to be) provided; or (ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or (b) where: (i) any part of the Supplier System is situated; or (ii) any physical interface with the Authority System takes place;

“SME”	an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises;
“Social Value”	the additional social benefits that can be achieved in the delivery of the Contract, set out in the Authority’s Requirements;
“Social Value PI”	The Social Value performance indicators set out in Table 2 of Part A of Annex 1 of Schedule 3 (*Performance Levels*);
“Social Value KPI”	The Social Value key performance indicators set out in Table 1 of Part A of Annex 1 of Schedule 3 (*Performance Levels*);
“Software”	Specially Written Software, Supplier Software and Third Party Software;
“Software Supporting Materials”	has the meaning given in Paragraph 2.1(b) of Schedule 32 (*Intellectual Property Rights*) (*Specially Written Software and Project Specific IPRs*);
“Source Code”	computer programs and/or data in eye- readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
“Specially Written Software”	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Contract.
“Specific Change in Law”	a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;
“Staffing Information”	has the meaning given in Schedule 28 (*Staff Transfer*);

"Stakeholder"	A person or any Criminal Justice Organisation that have an interest or involvement in products, services, practices, or other aspects of the Service. These include but are not limited to: (a) Probation (including the NSD National Security Division); (b) HMCTS, the Judiciary, Crown Prosecution Service (CPS), and Defence solicitors; (c) Youth Justice Board (YJB), incorporating Youth Offending Teams (YOTs); (d) Police; (e) Prisons and Youth Custody Service (YCS); (f) Parole Board; (g) Public Protection Casework Section (PPCS); (h) Court Bail Accommodation and Support Services (BASS); (i) Home Office (Immigration Enforcement); (j) Home Office and CTUs (TPIMs); or (k) MDSS Supplier personnel;
“Standards”	the standards, polices and/or procedures identified in Schedule 4 (*Standards*);
“Step-In Notice”	has the meaning given in Clause 28.1 (*Step-In Rights*);

“Step-In Trigger Event”	(a) any event falling within the definition of a Supplier Termination Event; (b) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services; (c) the Authority considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this Contract; (d) the Authority being advised by a regulatory body that the exercise by the Authority of its rights under Clause 28 (Step-In Rights) is necessary; (e) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; and/or (f) a need by the Authority to take action to discharge a statutory duty;
“Step-Out Date”	has the meaning given in Clause 28.5(b) (*Step-In Rights*);
“Step-Out Notice”	has the meaning given in Clause 28.5 (*Step-In Rights*);
“Step-Out Plan”	has the meaning given in Clause 28.6 (*Step-In Rights*);
"Strap"	the band which passes around the Device Wearer’s limb to secure the Device to the Device Wearer for the purposes of Monitoring, using the associated Clips (the Clips may form an integral part of the Strap or be separate components);
“Strategic Supplier”	means those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers;
“Sub-contract”	any contract or agreement (or proposed contract or agreement) between the Supplier (or a Sub-contractor) and any third party whereby that third party agrees to provide to the Supplier (or the Sub-contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or

	necessary for the management, direction or control of the Services or any part thereof;
"Sub-contractor"	any third party with whom: (a) the Supplier enters into a Sub-contract; or (b) a third party under (a) above enters into a Sub-contract, or the servants or agents of that third party;
"Sub-processor"	any third party appointed to process Personal Data on behalf of the Supplier related to this Contract;
"Subsidiary Performance Indicator"	the performance indicators set out in Table 2 of Part A of Annex 1 of Schedule 3 (*Performance Levels*);
"Subsidiary Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Successor Body"	has the meaning given in Clause 34.4 (*Assignment and Novation*);
"Supplier Background IPRs"	(a) Intellectual Property Rights owned by the Supplier before the Effective Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or (b) Intellectual Property Rights created by the Supplier independently of this Contract, which in each case is or will be used before or during the Term for designing, testing implementing or providing the Services but excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software;
"Supplier COTS Background IPRs"	Any embodiments of Supplier Background IPRs that the Supplier makes generally available commercially prior to the date of this Contract or does make generally available commercially (whether by way of sale, lease or licence) on

	standard terms which are not typically negotiated by the Supplier save as to price;
“Supplier COTS Software”	Supplier Software (including open source software) that: (a) the Supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and (b) has a Non-trivial Customer Base;
“Supplier Equipment”	the hardware, computer and telecoms devices and equipment used by the Supplier or its Sub-contractors (but not hired, leased or loaned from the Authority) for the provision of the Services;
“Supplier Group”	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
"Supplier Implementation Manager"	has the meaning at paragraph 2.9 of Schedule 13 (*Implementation Plan*);
“Supplier Non-COTS Background IPRs”	Any embodiments of Supplier Background IPRs that have been delivered by the Supplier to the Authority and that are not Supplier COTS Background IPRs;
“Supplier Non-COTS Software”	Supplier Software that is not Supplier COTS Software;
“Supplier Non-Performance”	has the meaning given in Clause 29.1 (*Authority Cause*);
“Supplier Personnel”	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance of the Supplier’s obligations under this Contract;
“Supplier Profit”	has the meaning given in Schedule 15 (*Charges and Invoicing*);

“Supplier Profit Margin”	has the meaning given in Schedule 15 (*Charges and Invoicing*);
“Supplier Representative”	the representative appointed by the Supplier pursuant to Clause 11.3 (*Representatives*);
“Supplier Software”	software which is proprietary to the Supplier (or an Affiliate of the Supplier) and which is or will be used by the Supplier for the purposes of providing the Services, including the software specified as such in Schedule 12 (*Software*);
“Supplier Solution”	the Supplier's solution for the Services set out in Schedule 8 (*Supplier Solution*) including any Annexes of that Schedule;
“Supplier System”	the information and communications technology system used by the Supplier in implementing and performing the Services including the Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Authority System);
“Supplier Termination Event”	(a) the Supplier’s level of performance constituting a Critical Performance Failure; (b) the Supplier committing a material Default which is irremediable; (c) as a result of the Supplier's Default, the Authority incurring Losses in any Contract Year which exceed REDACTED of the value of the aggregate annual liability cap for that Contract Year as set out in Clause 23.6(a) (Financial and other Limits); (d) a Remedial Adviser Failure; (e) a Rectification Plan Failure; (f) where a right of termination is expressly reserved in this Contract, including pursuant to: (i) Clause 17 (*IPRs Indemnity*); (ii) Clause 36 (*Compliance*) (iii) Clause 37.6(b) (*Prevention of Fraud and Bribery*); and/or

(iv) Paragraph 6 of Schedule 18 (*Financial Distress*);

(v) Paragraph 3 of Part B to Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*);

(g) the representation and warranty given by the Supplier pursuant to Clause 3.2(i) (*Warranties*) being materially untrue or misleading;

(h) the Supplier committing a material Default under Clause 10.10 (*Promoting Tax Compliance*) or failing to provide details of steps being taken and mitigating factors pursuant to Clause 10.10 (*Promoting Tax Compliance*) which in the reasonable opinion of the Authority are acceptable;

(i) the Supplier committing a material Default under any of the following Clauses:

(i) Clause 5.5(j) (*Services*);

(ii) Clause 21 (*Protection of Personal Data*);

(iii) Clause 20 (*Transparency and Freedom of Information*);

(iv) Clause 19 (*Confidentiality*); and

(v) Clause 33 (*Compliance*); and/or

in respect of any security requirements set out in Schedule 2 (*Services Description*), Schedule 5 (*Security Management*) or the Baseline Security Requirements; and/or

in respect of any requirements set out in Schedule 28 (*Staff Transfer*);

(j) any failure by the Supplier to implement the changes set out in a Benchmark Report as referred to in Paragraph 5.9 of Schedule 17 (Benchmarking);

(k) an Insolvency Event occurring in respect of the Supplier or the Guarantor;

(l) the Guarantee ceasing to be valid or enforceable for any reason (without the Guarantee being replaced with a comparable guarantee to the satisfaction of the Authority with the Guarantor or with another guarantor which is acceptable to the Authority);

(m) a change of Control of the Supplier or a Guarantor unless:

(i) the Authority has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or

(ii) the Authority has not served its notice of objection within six (6) months of the later of the date on which the Change of Control took place or the date on which the Authority was given notice of the Change of Control;

(n) a change of Control of a Key Sub-contractor unless, within six (6) months of being notified by the Authority that it objects to such change of Control, the Supplier terminates the relevant Key Sub-contract and replaces it with a comparable Key Sub-contract which is approved by the Authority pursuant to Clause 15.10 (*Appointment of Key Sub-contractors*);

(o) any failure by the Supplier to enter into or to comply with an Admission Agreement under the Annex to either Part A or Part B of Schedule 28 (*Staff Transfer*);

(p) the Authority has become aware that the Supplier should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Contract;

(q) a failure by the Supplier to comply in the performance of the Services with legal

obligations in the fields of environmental, social or labour law; or

(r) in relation to Schedule 5 (*Security Management*):

(i) the Authority has issued two rejection notices in respect of the Security Management Plan under Paragraph 4.5(b) (Part A)/ Paragraph 6.8(b) (Part B)];

(ii) the Supplier fails to implement a change required by the Required Changes Register in accordance with the timescales set out in the Required Changes Register;

(iii) Supplier COTS Software and Third Party COTS Software is not within mainstream support unless the Authority has agreed in writing.

(iv) the Supplier fails to patch vulnerabilities in accordance with the Security Requirements; and/or,

(v) the Supplier fails to comply with the Incident Management Process.

"Supply Chain Map" means details of (i) the Supplier, (ii) all Subcontractors and (iii) any other entity that the Supplier is aware is in its supply chain that is not a Subcontractor, setting out at least:

(a) the name, registered office and company registration number of each entity in the supply chain;

(b) the function of each entity in the supply chain; and

the location of any premises at which an entity in the supply chain carries out a function in the supply chain;

"Supply Chain Transparency Report" means the report provided by the Supplier to the Authority in the form set out in Annex 4 of Schedule 24 (*Reports and Records Provisions*);

"Target Performance Level" the minimum level of performance for a Performance Indicator which is required by the

	Authority, as set out against the relevant Performance Indicator in the tables in Annex 1 of Schedule 3 (*Performance Levels*);
"Technical Service Commencement"	means the date that the FMS and MDSS Systems and Devices are introduced to begin execution of new Orders (*Technical Service Commencement Milestone* has the same meaning as Technical Service Commencement);
"Term"	the period commencing on the Effective Date and ending on the expiry of the Initial Term or any Extension Period or on earlier termination of this Contract;
"Termination Assistance Notice"	has the meaning given in Paragraph 5 of Schedule 25 (*Exit Management*);
"Termination Assistance Period"	in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Services as such period may be extended pursuant to Paragraph 5.2 of Schedule 25 (*Exit Management*);
"Termination Date"	the date set out in a Termination Notice on which this Contract (or a part of it as the case may be) is to terminate;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract (or any part thereof) on a specified date and setting out the grounds for termination;
"Termination Payment"	the payment determined in accordance with Schedule 16 (*Payments on Termination*);
"Termination Services"	the services and activities to be performed by the Supplier pursuant to the Exit Plan, including those activities listed in Annex 1 of Schedule 25 (*Exit Management*), and any other services required pursuant to the Termination Assistance Notice;
"Test Issues"	has the meaning given in Schedule 14 (*Testing Procedures*);
"Tests" and "Testing"	any tests required to be carried out under this Contract, as further described in Schedule 14

	(*Testing Procedures*) and "Tested" shall be construed accordingly;
"Test Success Criteria"	has the meaning given in Schedule 14 (*Testing Procedures*);
"Third Party Auditor"	an independent third party auditor as appointed by the Authority from time to time to confirm the completeness and accuracy of information uploaded to the Virtual Library in accordance with the requirements outlined in Schedule 24 (*Reports and Records Provisions*);
"Third Party Beneficiary"	has the meaning given in Clause 41.1 (*Third Party Rights*);
"Third Party COTS IPRs"	Third Party IPRs that: (a) the supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price; and (b) has a Non-trivial Customer Base;
"Third Party COTS Software"	Third Party Software (including open source software) that: (a) the supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price; and (b) has a Non-trivial Customer base;
"Third Party IPRs"	Intellectual Property Rights owned by a third party, but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software, which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services;
"Third Party Non-COTS IPRs"	Third Party IPRs that are not Third Party COTS IPRs;
"Third Party Non-COTS Software"	Third Party Software that is not Third Party COTS Software;

“Third Party Provisions”	has the meaning given in Clause 41.1 (*Third Party Rights*);
“Third Party Software”	software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source Software which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services, including the software specified as such in Schedule 12 (*Software*);
“Transferring Assets”	has the meaning given in Paragraph 6.2(a) of Schedule 25 (*Exit Management*);
“Transferring Authority Employees”	has the meaning given in Schedule 28 (*Staff Transfer*);
“Transferring Former Supplier Employees”	has the meaning given in Schedule 28 (*Staff Transfer*);
“Transferring Supplier Employees”	has the meaning given in Schedule 28 (*Staff Transfer*);
”Transition Phase”	means the period of time commencing at Early Service Commencement: when the existing service solutions, operations and processes are taken over by the FMS Supplier, and then begin to be replaced by the FMS Supplier service solutions, operations and processes, until the new service is fully operational and all Orders are being managed through the new supplier service;
“Transparency Information”	has the meaning given in Clause 20.1 (*Transparency and Freedom of Information*);
“Transparency Reports”	has the meaning given in Schedule 24 (*Reports and Records Provisions*);
“TSC”	has the same meaning as Technical Service Commencement;
“UK”	the United Kingdom;
“UK GDPR”	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and

	Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019
"UK Public Sector Business"	means any goods, service or works provision to UK public sector bodies, including Central Government Departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations;
"Unacceptable KPI Failure"	the Supplier failing to achieve the KPI Service Threshold in respect of more than REDACTED of the Key Performance Indicators that are measured in that Service Period;
"Unconnected Sub-contract"	any contract or agreement which is not a Sub-contract and is between the Supplier and a third party (which is not an Affiliate of the Supplier) and is a qualifying contract under regulation 6 of The Reporting on Payment Practices and Performance Regulations 2017;
"Unconnected Sub-contractor"	any third party with whom the Supplier enters into an Unconnected Sub-contract;
"Unrecovered Payment"	has the meaning given in Schedule 16 (*Payments on Termination*);
"Updates"	in relation to any Software and/or any Deliverable means a version of such item which has been produced primarily to overcome Defects in, or to improve the operation of, that item;
"Update Requirement"	means the occurrence of an event detailed in Schedule 24 (*Reports and Records Provisions*) (Annex 3: *Records To Upload To Virtual Library*) which requires the Supplier to update the relevant information hosted on the Virtual Library;
"Upgrades"	any patch, New Release or upgrade of Software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications, but excluding any Update which the Supplier or a third party software supplier (or any Affiliate of the Supplier or any third party) releases during the Term;

“Valid”	in respect of an Assurance, has the meaning given to it in Paragraph 2.7 of Part B to Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*);
“VAT”	value added tax as provided for in the Value Added Tax Act 1994;
“VCSE”	means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
“Virtual Library”	means the data repository hosted by the Supplier containing the information about this Contract and the Services provided under it in accordance with Schedule 24 (*Reports and Records Provisions*);
"Warranty"	means the warranty and associated remedies set out in Clauses 9.7 to 9.10 inclusive;
"Warranty Period"	means the relevant warranty period for each of the Goods which shall be the longer of three (3) years and a period as specified in the Financial Model from the date of Delivery of the relevant Device (or replacement Device as appropriate); and
“Working Day”	any day other than a Saturday, Sunday or public holiday in England and Wales.