

CONTRACT FOR THE PROVISION OF PRINT SERVICES

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CPS PRINT SERVICES

CALL OFF SCHEDULE 1: DEFINITIONS

1. DEFINITIONS AND INTERPRETATION

In accordance with Clause 1 (Definitions and Interpretation) of this Call Off Contract including its recitals, the following expressions shall have the meanings set out below:

If a capitalised expression does not have an interpretation in this Call Off Schedule or any other Call Off Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry (including ITIL Guidelines V4.0 and PRINCE2, as amended from time to time) where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.

- "Achieve"** means in respect of a Test, to successfully pass such Test without any Test Issues in accordance with the Test Strategy plan and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and **"Achieved"**, **"Achieving"** and **"Achievement"** shall be construed accordingly;
- "Acquired Rights Directive"** means the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
- "Additional Clauses"** means the additional Clauses set out in the Call Off Order Form or elsewhere in this Call Off Contract;
- "Affected Party"** means the party seeking to claim relief in respect of a Force Majeure Event;
- "Affiliates"** has the meaning given to it in Framework Schedule 1 (Definitions);
- "Agency Manager"** means in relation to the activities described in Category 3 (Customer's Multi-Supplier Environment Requirements) of Part A to Call Off Schedule 2 (Requirements):

 - (i) the third party (or third parties) appointed by the Customer to perform all or part of the agency management services under and agency management services agreement; and/or
 - (ii) the Customer performing all, or part, of the agency management services under an agency management services agreement

as notified by the Customer to the Supplier from time to time in writing;

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"Alternative Clauses"	means the alternative Clauses set out in the Call Off Order Form or elsewhere in this Call Off Contract;
"Approval"	means the prior written consent of the Customer and "Approve" and "Approved" shall be construed accordingly;
"Asset"	means the Supplier's Equipment, Supplier's System and any bespoke or packaged Software;
"Asset Management"	means the systematic process of deploying, operating, maintaining, upgrading, and disposing of assets cost-effectively;
"Auditor"	means: the Customer's internal and external auditors; the Customer's statutory or regulatory auditors; the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; HM Treasury or the Cabinet Office; any party formally appointed by the Customer to carry out audit or similar review functions; and successors or assigns of any of the above;
"Authority"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Available"	a Service shall be "Available" when the Customer's End Users are able to access and use all its functions at a level that enables them to carry out their normal duties. Availability shall be construed accordingly;
"BACS"	means the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Base Case Financial Model"	means the base financial model set out in Annex 6 of Call Off Schedule 3 (Charges, Payment and Invoicing);
"BCDR Goods and/or Services"	means the Business Continuity Goods and/or Services and Disaster Recovery Goods and/or Services;
"BCDR Plan"	means the plan prepared pursuant to paragraph 1 of Part A of Call Off Schedule 8 (Business Continuity and Disaster Recovery), as may be amended from time to time;

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“Bulk”	means print, copying and scanning services for work exceeding 30-pages that the Customer’s staff may send to the Supplier for production;
"Business Continuity Goods and/or Services"	has the meaning given to it in paragraph 5.2.2 of Call Off Schedule 8 (Business Continuity and Disaster Recovery);
“Business Service Catalogue/Customer Service Catalogue”	means the master Service Catalogue organised and administered by the Agency Manager and presented to the Customer’s End Users;
"Call Off Commencement Date"	means the date of commencement of this Call Off Contract set out in the Call Off Order Form;
"Call Off Contract"	means this contract between the Customer and the Supplier (entered into pursuant to the provisions of the Framework Agreement), which consists of the terms set out in the Call Off Order Form and the Call Off Terms;
"Call Off Contract Charges"	means the prices (inclusive of any Milestone Payments and exclusive of any applicable VAT), payable to the Supplier by the Customer under this Call Off Contract, as set out in of Call Off Schedule 3 (Charges, Payment and Invoicing), for the full and proper performance by the Supplier of its obligations under this Call Off Contract less any Deductions;
"Call Off Contract Period"	means the term of this Call Off Contract from the Call Off Commencement Date until the Call Off Expiry Date;
"Call Off Contract Year"	means a consecutive period of twelve (12) Months commencing on the Call Off Commencement Date or each anniversary thereof;
"Call Off Expiry Date"	means the earlier of: <ul style="list-style-type: none"> (a) the end date of the Call Off Initial Period or any Call Off Extension Period; or (b) if this Call Off Contract is terminated before the date specified in (a) above, the earlier date of termination of this Call Off Contract;
"Call Off Extension Period"	means such period or periods up to a maximum of the number of Months/years in total as may be specified by the Customer, pursuant to Clause 5.2 and in the Call Off Order Form;

"Call Off Guarantee"	means a deed of guarantee that may be required under this Call Off Contract in favour of the Customer in the form set out in Clause 4 and section 10.2 of the Call Off Order Form;
"Call Off Guarantor"	means the person, in the event that a Call Off Guarantee is required under this Call Off Contract, acceptable to the Customer to give a Call Off Guarantee;
"Call Off Initial Period"	means the initial term of this Call Off Contract from the Call Off Commencement Date to the end date of the initial term stated in the Call Off Order Form;
"Call Off Order Form"	means the order form applicable to and set out in Part 1 of this Call Off Contract;
"Call Off Procedure"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Call Off Schedule"	means a schedule to this Call Off Contract;
"Call Off Tender"	means the tender submitted by the Supplier in response to the Customer's Statement of Requirements following a Further Competition Procedure;
"Call Off Terms"	means the terms applicable to and set out in Part 2 of this Call Off Contract;
"CCRs"	Change Requests;
"CCS"	means Crown Commercial Service;
"CEDR"	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
"Central Government Body"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Change"	means any change to this Call Off Contract and any change in the way in which the Supplier provides the Services;
"Change Authorisation Note"	Refers to the written note provided by the Supplier or Agency Manager via the Electronic Change System to the Customer for Approval of a proposed Change;
"Change Control Procedure"	refers to the procedure for the Parties to agree to a Change under Call Off Schedule 12 (Change Control Procedure);
"Change in Law"	means any change in Law which impacts on the supply of the Goods and/or Services and performance of the Call Off

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Contract which comes into force after the Call Off Commencement Date;

- "Change of Control"** has the meaning given to it in Framework Schedule 1 (Definitions);
- "Change Request"** a written request submitted by either Party to propose a Change in accordance with Call Off Schedule 12 (Change Control Procedure);
- "Charges"** means the charges raised under or in connection with this Call Off Contract from time to time as set out in Call Off Schedule 3 (Charges, Payment and Invoicing), which shall be calculated in a manner that is consistent with the Charging Structure;
- "Charging Structure"** means the structure to be used in the establishment of the charging model which is applicable to the Call Off Contract, which is set out in Framework Schedule 3 (Framework Prices and Charging Structure);
- "Commercially Sensitive Information"** means the Confidential Information listed in Annex 1 to the Call Off Terms comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Customer that, if disclosed by the Customer, would cause the Supplier significant commercial disadvantage or material financial loss;
- "Commissioning Charges"** means the Charges identified as such in paragraph 4.4 of Part B and Table 3 of Annex 3 to Call Off Schedule 3 (Charges, Payment and Invoicing);
- "Comparable Supply"** means the supply of Goods and/or Services to another customer of the Supplier that are the same or similar to the Goods and/or Services;
- "Compensation for Critical Service Level Failure"** has the meaning given to it in Clause 14.2.2 (Critical Service Level Failure);
- "Confidential Information"** means the Customer's Confidential Information and/or the Supplier's Confidential Information, as the context specifies;
- "Consumables"** goods that are consumed or working parts/items that are depleted as Devices, machines, finishing, or bulk-print services are used and which need replenishing when finished or replaced once worn/no longer fit for purpose, including toner, staples, maintenance kits and service parts,

but not, for the avoidance of doubt, paper and stationery required for End Users to generate and finish their copies;

- “Continuous Service Improvement”** shall be given its industry standard meaning from the ITIL to facilitate the continuous alignment (and re-alignment) of the Services by the Supplier to the Customer’s changing business needs (whether or not adopting ITIL’s seven step improvement plan, or otherwise) through incremental improvement that does not transform or innovate the Services in any way;
- "Continuous Improvement Plan"** means a plan for improving the provision of the Goods and/or Services and/or reducing the Charges produced by the Supplier pursuant to Framework Schedule 12 (Continuous Improvement and Benchmarking), or a plan pursuant to Clause 18.4 of the Call Off Terms 18.4; or as otherwise set out in this Call Off Contract;
- "Contracting Authority"** means the Authority, the Customer and any other bodies listed in the OJEU Notice;
- “Contract Manager”** means a representative of either Party appointed in accordance with Clause 20 who shall manage the day-to-day oversight of the Services and the Deliverables.
- "Control"** has the meaning given to it in Framework Schedule 1 (Definitions);
- "Conviction"** means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006;
- "Costs"** the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Goods and/or Services:
- a) the cost to the Supplier or the Sub-Contractor (as the context requires), calculated per Man Day, of engaging the Supplier Personnel, including:
 - i) base salary paid to the Supplier Personnel;
 - ii) employer’s national insurance contributions;

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- iii) pension contributions;
- iv) car allowances;
- v) any other contractual employment benefits;
- vi) staff training;
- vii) work place accommodation;
- viii) work place IT equipment and tools reasonably necessary to provide the Goods and/or Services (but not including items included within limb (b) below); and
- ix) reasonable recruitment costs, as agreed with the Contracting Authorities under any Call Off Agreements and/or Lease Agreements (each as defined in the Framework Schedule 1 (Definitions));

b) costs incurred in respect of those Supplier Assets which are detailed on the Registers (“Supplier Assets” and “Registers” shall have the meaning given to them under this Call Off Schedule 1) and which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Contracting Authorities or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;

c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Goods and/or Services;

but excluding:

- i) Overhead;
- ii) financing or similar costs;
- iii) maintenance and support costs to the extent that these relate to maintenance and/or support services provided beyond the Framework Period and term of any Call Off Agreements and/or Lease Agreements (each as defined in the Framework Schedule 1 (Definitions)) whether in relation to Supplier Assets or otherwise;
- iv) taxation;
- v) fines and penalties;
- vi) amounts payable under the benchmarking provisions of Framework Schedule 12 (Continuous Improvement and Benchmarking); and
- vii) non-cash items (including depreciation, amortisation, impairments and movements in provisions);

"Counter Notice"	has the meaning given to it in paragraph 6.2 of Call Off Schedule 11 (Dispute Resolution Procedure);
"CPC"	means cost per copy;
"CPI"	means the Consumer Prices Index as published by the Office of National Statistics https://www.ons.gov.uk/economy/inflationandpriceindices ;
"Critical Service Level Performance Criterion"	Service Level Performance Criterion critical to effective delivery of the Services (as defined in paragraph 3.14 of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) and in respect of which a failure by the Supplier to meet the specified Service Level Threshold in any Service Period shall result in a Critical Service Level Failure;
"Crown"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Crown Body"	has the meaning given to it in Framework Schedule 1 (Definitions);
"CRTPA"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Customer"	means the customer(s) identified in the Call Off Order Form;
"Customer Assets"	means the Customer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Customer and which is or may be used in connection with the provision of the Goods and/or Services;
"Customer Background IPR"	<p>means:</p> <p>IPRs owned by the Customer before the Call Off Commencement Date, including IPRs contained in any of the Customer's Know-How, documentation, software, processes and procedures;</p> <p>IPRs created by the Customer independently of this Call Off Contract; and/or</p> <p>Crown Copyright which is not available to the Supplier otherwise than under this Call Off Contract;</p> <p>but excluding IPRs owned by the Customer subsisting in the Customer Software;</p>
"Customer Cause"	means any breach of the obligations of the Customer or any other default, act, omission, negligence or statement of the

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Customer, of its employees, servants, agents in connection with or in relation to the subject-matter of this Call Off Contract and in respect of which the Customer is liable to the Supplier;

“Customer Change Group” means the change group that presides over the weekly change advisory board (CAB), which all suppliers within the Customer’s ICT Environment are encouraged to attend;

"Customer Data" means:

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, including any Customer’s Confidential Information, and which:

are supplied to the Supplier by or on behalf of the Customer;
or

the Supplier is required to generate, process, store or transmit pursuant to this Call Off Contract; or

any Personal Data for which the Customer is the Data Controller;

"Customer Premises" means premises owned, controlled or occupied by the Customer which are made available for use by the Supplier or its Sub-Contractors for the provision of the Goods and/or Services (or any of them);

"Customer Property" means the property, other than real property and IPR, including the Customer System, any equipment issued or made available to the Supplier by the Customer in connection with this Call Off Contract;

"Customer Representative" means the representative appointed by the Customer from time to time in relation to this Call Off Contract;

"Customer Responsibilities" means the responsibilities of the Customer set out in Call Off Schedule 4 (Implementation Plan, Customer Responsibilities, Key Personnel and Sub-Contractors) and any other responsibilities of the Customer in the Call Off Order Form or agreed in writing between the Parties from time to time in connection with this Call Off Contract;

"Customer Software" means any software identified as such in the Call Off Order Form together with all other software which is not identified as such in the Call Off Order Form but which is owned by or licensed to the Customer and which is or will be used by the

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Supplier for the purposes of providing the Goods and/or Services;

"Customer System" means the Customer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Customer or the Supplier in connection with this Call Off Contract which is owned by or licensed to the Customer by a third party and which interfaces with the Supplier System or which is necessary for the Customer to receive the Goods and/or Services;

"Customer's Confidential Information" means all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Customer (including all Customer Background IPR and Project Specific IPR);

any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Customer's attention or into the Customer's possession in connection with this Call Off Contract; and

information derived from any of the above;

"Data Controller" has the meaning given to it in the GDPR;

"Data Loss Event" means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Call Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;

"Data Processor" has the meaning given to it in the GDPR;

"Data Protection Legislation" means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018, to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

"Data Protection Impact Assessment" means an assessment by the Data Controller of the impact of the envisaged processing on the protection of Personal Data;

"Data Protection Officer" Has the meaning given to it in the GDPR;

"Data Subject" has the meaning given to it in the GDPR;

"Data Subject Access Request"	means a request made by a Data Subject in accordance with rights granted pursuant to the DPA 2018 to access his or her Personal Data;
"Day Rates"	means the rates identified as such in Annex 4 to Call Off Schedule 3 (Charges, Payment and Invoicing);
"Deductions"	means all Service Credits, Delay Payments or any other deduction which the Customer is paid or is payable under this Call Off Contract;
"Default"	means any breach of the obligations of the Supplier (including but not limited to including abandonment of this Call Off Contract in breach of its terms) or any other default (including material Default), act, omission, negligence or statement of the Supplier, of its Sub-Contractors or any Supplier Personnel howsoever arising in connection with or in relation to the subject-matter of this Call Off Contract and in respect of which the Supplier is liable to the Customer;
"Defect"	means any of the following: any error, damage or defect in the manufacturing of a Deliverable; or any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Customer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or 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 requirements of the Customer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract;
"Delay"	means: a delay in the Achievement of a Milestone by its Milestone Date; or

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a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;

"Delay Payments" means the amounts payable by the Supplier to the Customer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;

"Delay Period Limit" shall be three (3) Months;

"Deliverable" means an item or feature in the supply of the Goods and/or Services delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Implementation Plan (if any) or at any other stage during the performance of this Call Off Contract;

"Delivery" means delivery in accordance with the terms of this Call Off Contract as confirmed by the issue by the Customer of a Satisfaction Certificate in respect of the relevant Milestone thereof (if any) or otherwise in accordance with this Call Off Contract and accepted by the Customer and **"Deliver"** and **"Delivered"** shall be construed accordingly;

"Dependenc(y)(ies)" means a material action on the Parties that prevents:

- a. a Milestone being achieved;
- b. an Achievement of a Service Level; or
- c. a Service Requirement being delivered by the Supplier.

Annex 5 of Call Off Schedule 5 (Charges, Payment and invoicing) also sets out the Dependencies accepted by the Customer at the Call Off Commencement Date;

"Detailed Implementation Plan" (DIP) means the Supplier's plans for Implementation of the Services from the Former Supplier to the Supplier pursuant to the Detailed Implementation Plan submitted to the Customer in accordance with Call Off Schedule 4 (Implementation Plan, Customer Responsibilities, Key Personnel and Sub-Contractors);

"Device Deployment" deployment of Devices such that they are ready to use;

"Devices" means Supplier provided machines for producing print, copying and scanning that the Customer's End Users utilise to produce their own work;

“Device Licence”	Software	means the licence for use of the Device Software;
“Digital Team”	Solutions	means the Customer’s in-house team that provides systems support and management, including active directory (AD), Microsoft Azure, InTune and other services that, with supplier systems, make up the Customer’s ICT Environment;
"Disaster"		means the occurrence of one or more events which, either separately or cumulatively, mean that the Goods and/or Services, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Call Off Order Form (for the purposes of this definition the “Disaster Period”);
"Disaster Goods and/or Services"	Recovery and/or	means the Goods and/or Services embodied in the processes and procedures for restoring the provision of Goods and/or Services following the occurrence of a Disaster, as detailed further in Call Off Schedule 8 (Business Continuity and Disaster Recovery);
"Disclosing Party"		has the meaning given to it in Clause 34.4.1 (Confidentiality);
"Dispute"		means any dispute, difference or question of interpretation arising out of or in connection with this Call Off Contract, including any dispute, difference or question of interpretation relating to the Goods and/or Services, failure to agree in accordance with the Change Control Procedure or any matter where this Call Off Contract directs the Parties to resolve an issue by reference to Clause 56 (Dispute Resolution) and the Customer’s Dispute Resolution Procedure;
"Dispute Notice"		means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
"Dispute Resolution Procedure"		means the dispute resolution procedure set out in Call Off Schedule 11 (Dispute Resolution Procedure);
"Documentation"		means all documentation as: is required to be supplied by the Supplier to the Customer under this Call Off Contract; would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Customer to develop, configure, build, deploy, run, maintain,

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upgrade and test the individual systems that provide the Goods and/or Services;

is required by the Supplier in order to provide the Goods and/or Services; and/or

has been or shall be generated for the purpose of providing the Goods and/or Services;

"DOTAS" has the meaning given to it in Framework Schedule 1 (Definitions);

"DPA 2018" Data Protection Act 2018;

"DTS" means the Customer's Digital Solutions Team;

"Due Diligence Information" means any information supplied to the Supplier by or on behalf of the Customer prior to the Call Off Commencement Date;

"Electronic Change System" means the electronic change management system of the Customer at the Call Off Commencement Date (i.e. ServiceNow);

"Emergency Maintenance" means ad hoc and unplanned maintenance provided by the Supplier where:

the Customer reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault, and notifies the Supplier of the same; or

the Supplier reasonably suspects that the ICT Environment or the Services, or any part the ICT Environment or the Services, has or may have developed a fault;

"Employee Liabilities" means 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 including in relation to the following:

redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;

unfair, wrongful or constructive dismissal compensation;

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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;

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

outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Customer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-Contractor if such payment should have been made prior to the Service Transfer Date;

claims whether in tort, contract or statute or otherwise;

any investigation 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"

means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive;

"End User"

an individual who uses a Service;

"Environmental Policy"

means to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Customer;

"Environmental Information Regulations" or "EIRs"

has the meaning given to it in Framework Schedule 1 (Definitions);

"Equipment"

means the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Customer) in the performance of its

obligations under the Contract which, for the avoidance of doubt does not include the Goods;

"Estimated Year 1 Call Off Contract Charges" means the sum in pounds estimated by the Customer to be payable by it to the Supplier as the total aggregate Call Off Contract Charges from the Call Off Commencement Date until the end of the first Call Off Contract Year stipulated in the Call Off Order Form;

"Ethical Walls" means a process for avoiding conflicts of interest by limiting disclosure of information to certain individuals within a firm or corporation;

"Euro Compliant" means that: (i) the introduction of the euro within any part(s) of the UK shall not affect the performance or functionality of any relevant items nor cause such items to malfunction, end abruptly, provide invalid results or adversely affect the Customer's business; (ii) all currency-reliant and currency-related functions (including all calculations concerning financial data) of any relevant items enable the introduction and operation of the euro; and (iii) in particular each and every relevant item shall, to the extent it performs or relies upon currency-related functions (including all calculations concerning financial data):

be able to perform all such functions in any number of currencies and/or in Euros;

during any transition phase applicable to the relevant part(s) of the UK, be able to deal with multiple currencies and, in relation to the euro and the national currency of the relevant part(s) of the UK, dual denominations;

recognise accept, display and print all the euro currency symbols and alphanumeric codes which may be adopted by any government and other European Union body in relation to the euro;

incorporate protocols for dealing with rounding and currency conversion;

recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the national currency of the relevant part(s) of the UK and/or the euro; and

permit the input of data in euro and display an outcome in euro where such data, supporting the Customer's normal

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business practices, operates in euro and/or the national currency of the relevant part(s) of the UK;

"Exception"	a deviation of project tolerances in accordance with PRINCE2 methodology in respect of this Call Off Contract or in the supply of the Goods and/or Services;
"Exit Assistance"	means the support provided by the Supplier in delivering the Exit Plan;
"Exit Assistance Charges"	means the charges described at paragraph 6 of Part B of Call Off Schedule 3 (Charges, Payment and Invoicing);
"Exit Plan"	means the exit plan described in paragraph 5 of Call Off Schedule 9 (Exit Management);
"Expedited Dispute Timetable"	means the timetable set out in paragraph 2 of Call Off Schedule 11 (Dispute Resolution Procedure);
"Expenses"	means the expenses incurred by the Supplier in connection with providing the Services in accordance with this Call Off Contract;
"Expert"	the person appointed by the Parties in accordance with paragraph 5.2 of Call Off Schedule 11 (Dispute Resolution Procedure);
"Fast-Track Change"	means any Change which the Parties agree to expedite in accordance with paragraph 6 of Call Off Schedule 12 (Change Control Procedure);
"Final Operational Services Commencement Date" or "FOSCD" or "Final OSCD"	means the date when the last operational service commencement date in the Implementation Plan must be Achieved;
"Finishing Equipment"	means the equipment identified in Table 3 of Annex 3 to Call Off Schedule 3 (Charges, Payment and Invoicing);
"Finishing Services"	means the services set out in Table 8 of Annex 2 to Call Off Schedule 3 (Charges, Payment and Invoicing);
"FOIA"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Force Majeure Event"	means any event, occurrence, circumstance, matter or cause affecting the performance by either the Customer or the Supplier of its obligations arising from:

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acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under this Call Off Contract;

riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;

acts of the Crown, local government or Regulatory Bodies;

fire, flood or any disaster; and

an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:

any industrial dispute relating to the Supplier, the Supplier Personnel (including any subsets of them) or any other failure in the Supplier or the Sub-Contractor's supply chain; and

any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and

any failure of delay caused by a lack of funds;

"Force Majeure Notice" means 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" means a supplier supplying the goods and/or services to the Customer before the Relevant Transfer Date that are the same as or substantially similar to the Goods and/or Services (or any part of the Goods and/or Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);

"Framework Agreement" means the framework agreement between the Authority and the Supplier referred to in the Call Off Order Form;

"Framework Commencement Date" means the date of commencement of the Framework Agreement as stated in the Call Off Schedule 1;

"Framework Period" means the period from the Framework Commencement Date until the expiry or earlier termination of the Framework Agreement;

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"Framework Price(s)"	means the price(s) applicable to the provision of the Goods and/or Services set out in Framework Schedule 3 (Framework Prices and Charging Structure);
"Framework Schedule"	means a schedule to the Framework Agreement;
"Fraud"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Further Competition Procedure"	means the further competition procedure described in paragraph 3 of Framework Schedule 5 (Call Off Procedure);
"GDPR"	means the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	has the meaning given to it in Framework Schedule 1 (Definitions);
"General Change in Law"	means 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"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Goods"	means the goods to be provided by the Supplier to the Customer as specified in Part A of Call Off Schedule 2 (Requirements) which, for the avoidance of doubt does not include the Supplier Equipment;
"Governance"	means any of the tracks in the Customer's governance model: Change Governance, Supplier Issues Governance and CPS Technology Governance set out in Call Off Schedule 18 (Governance).
"Government"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Halifax Abuse Principle"	has the meaning given to it in Framework Schedule 1 (Definitions);
"High Level Design"	the design underpinning the Supplier Solution and the Detailed Implementation Plan;
"HMRC"	means Her Majesty's Revenue and Customs;
"Holding Company"	has the meaning given to it in Framework Schedule 1 (Definitions);

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“Home Worker”	means an End User designated as such whose principal place of work is their home location using equipment and broadband connections provided for that purpose by the Customer;
“ICO”	means the office of the Information Commissioner;
"ICT Environment"	means the Customer System and the Supplier System;
"ICT Policy"	means the Customer's policy in respect of information and communications technology, referred to in the Call Off Order Form, which is in force as at the Call Off Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
“IMAC”	means any of Move, Add, Change and Dispose processes that supports and manages Devices under this Call Off Contract;
"IMAC Charges"	means the charges described at paragraph 4 of Part B to Call Off Schedule 3 (Charges, Payment and Invoicing);
“IMACD”	means the Supplier’s Move, Add, Change and Dispose process that supports and manages Devices under this Call Off Contract;
“Image”	means an image or impression produced by the Supplier Equipment under this Call Off Contract;
"Impact Assessment"	means an impact assessment prepared by the Supplier pursuant to and in accordance with the provisions of Call Off Schedule 12 (Change Control Procedure);
“Implementation”	the implementation of the Services;
"Implementation Charges"	means the charges described at paragraph 2 of Part B to Call Off Schedule 3 (Charges, Payment and Invoicing);
"Implementation Governance Board"	refers to the governance board appointed by the Parties to oversee the Implementation Period and operated in accordance with the principles, processes and procedures set out in Call Off Schedule 4 (Implementation Plan, Customer Responsibilities, Key Personnel and Sub-Contractors);
"Implementation Plan"	refers, collectively, to the Supplier’s plans for Implementation of the Services from the Former Supplier to the Supplier as set out in Call Off Schedule 4 (Implementation Plan, Customer Responsibilities, Key Personnel and Sub-Contractors) pursuant to the Outline

Implementation Plan (OIP) and the Detailed Implementation Plan (DIP), as applicable;

"Implementation Period"	refers to the period starting on the Call Off Commencement Date and ending on the FOSCD during which time the Supplier is required to implement the Implementation Plan;
"Implementation Services"	the Services provided by the Supplier under Call Off Schedule 4 (Implementation Plan, Customer Responsibilities, Key Personnel and Sub-Contractors), including as set out in the Implementation Plan. For the avoidance of doubt, the Implementation Services do not include the Operational Services;
"Incident"	means an unplanned incident or interruption to Services, reduction in the quality of the Services or event which could affect the Services in the future;
"Incremental Costs"	TUPE means the amount by which the salary and benefit costs for any of the Transferring Former Supplier Employees exceed the Supplier's average salary and benefit costs for employees carrying out equivalent roles;
"Incumbent"	means the current holder of an office or position;
"Indexation"	means any adjustment of an amount or sum in accordance with paragraph 1.6 of Part B of Call Off Schedule 3 (Charges, Payment and Invoicing);
"Indexation Adjustment Date"	has the meaning given to it in paragraph 4.1.6 of Part A of Call Off Schedule 3 (Charges, Payment and Invoicing);
"Information Commissioner"	means the UK's independent, non-departmental public body which reports directly to Parliament on matters relating to compliance with Data Protection Legislation and data privacy for individuals is met, whilst promoting openness by public bodies, (and the Information Commissioner's Office (ICO) to be construed accordingly);
"Information Security Management System"	the information security management system developed pursuant to Call Off Schedule 7 (Security);
"Installation Works"	means all works which the Supplier is to carry out at the beginning of the Call Off Contract Period to install the Goods in accordance with the Call Off Order Form;
"Insolvency Event"	means, in respect of the Supplier or Framework Guarantor or Call Off Guarantor (as applicable):

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- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
- (c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
- (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- (g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (h) where the Supplier or Framework Guarantor or Call Off Guarantor is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or
- (i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;

**"Intellectual
Property Rights" or
"IPR"**

means 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 domain names and website addresses and other rights in trade or business names, designs, Know-How, trade secrets and other rights in Confidential Information; 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

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jurisdiction; and all other rights having equivalent or similar effect in any country or jurisdiction;

- "IPR Claim"** means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Goods and/or Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Customer in the fulfilment of its obligations under this Call Off Contract;
- "ITA"** means the Information Technology Accessibility services, as more particularly described in section 5.10 of Call Off Schedule 2 (Requirements);
- "ITIL"** means Information Technology Infrastructure Library;
- "ITSM"** means Information Technology Service Management;
- "Just in Time"** means the production of goods to meet customer demand exactly, in time, quality and quantity, whether the 'customer' is the final purchaser of the product or another process further along the production line. It has now come to mean producing with minimum waste;
- "Key Performance Indicators" or "KPIs"** means the performance measurements and targets in respect of the Supplier's performance of the Framework Agreement set out in Part B of Framework Schedule 2 (Goods and/or Services and Key Performance Indicators);
- "Key Personnel"** means the individuals (if any) identified as such in Part D of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities, Key Personnel and Sub-Contractors);
- "Key Role(s)"** has the meaning given to it in Clause 26.1 (Key Personnel);
- "Key Sub-Contract"** means each Sub-Contract with a Key Sub-Contractor;
- "Key Sub-Contractor"** means any Sub-Contractor:
 listed in Framework Schedule 7 (Key Sub-Contractors);
 which, in the opinion of the Authority and the Customer, performs (or would perform if appointed) a critical role in the provision of all or any part of the Goods and/or Services; and/or
 with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10%

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of the aggregate Call Off Contract Charges forecast to be payable under this Call Off Contract;

- "Know-How"** means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Goods and/or Services but excluding know-how already in the other Party's possession before the Call Off Commencement Date;
- "LAN"** means CPS Local Area Network;
- "Law"** means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
- "LED"** means Law Enforcement Directive (Directive (EU) 2016/680);
- "Licensed Software"** means all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Customer for the purposes of or pursuant to this Call Off Contract, including any Supplier Software, Third Party Software and/or any Specially Written Software;
- "Live Test Environment"** means a test environment that resembles a live system including the use of real anonymised data for the purpose of testing;
- "Losses"** means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and **"Loss"** shall be interpreted accordingly;
- "Maintenance Schedule"** has the meaning given to it in Clause 32.9 (Maintenance of the ICT Environment);
- "Maintenance Services"** means the maintenance services set out in Schedule 2 of the Framework Agreement and more particularly described at Clause 9.13 (Provision of Maintenance Services);
- "Major Incident"** means events or situations with a range of serious consequences which require special arrangements to be

implemented by one or more of the Customer's suppliers delivering services to the Customer's ICT Environment;

"Major Incident Management Team" or "MIM Team"	means the group, including as necessary Supplier Personnel, summoned by the Customer's Service Desk supplier to respond to Major Incidents. The Supplier is required to participate or support the group to meet the Requirements of the Customer described in the "Incident Management" table of Category 2 of Part A of Call Off Schedule 2 (Requirements);
"Malicious Software"	means 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;
"Managing CCRs Policy"	means the then-current version of the Managing CCRs Policy document, as this may be amended or supplemented from time to time in accordance with paragraph 1.2 of Call Off Schedule 12 (Change Control Procedure), including any new version or replacement policy implemented by the Customer from time to time;
"Mediation Notice"	has the meaning given to it in paragraph 3.2 of Call Off Schedule 11 (Dispute Resolution Procedure);
"Mediator"	the independent third party appointed in accordance with paragraph 4.2 of Call Off Schedule 11 (Dispute Resolution Procedure);
"MFD"	means a multi-functional device, such as a printer, copier and fax all in one device;
"Milestone"	has the definition as set out in PRINCE2;
"Milestone Achievement Certificate"	has the same meaning as Satisfaction Certificate;
"Milestone Date"	means the agreed date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Milestone Payment"	means a payment identified in the Implementation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;

- “Minimum Volume”** means the volume of Unit Charges on which Minimum Volume Pricing applies;
- “Minimum Volume Pricing”** means the Charges identified as such in Table 5, Table 6 and Table 7 of Annex 2 to Call Off Schedule 3 (Charges, Payment and Invoicing);
- “Model Office”** means the model office facility provided by the Supplier that provides isolated connection to the Customer’s network services provided by the Supplier that does not impact the Customer’s ICT Environment and that facilitates end to end testing of the Services provided by the Supplier, and separately the Customer and Other Suppliers under this Call Off Contract for the Call-Off Contract Period;
- "Month"** means a calendar month and **"Monthly"** shall be interpreted accordingly;
- "Net Book Value"** means the net book value of the relevant Supplier Asset(s) to be calculated in accordance with the Supplier’s depreciation policy;
- "New Release"** means 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;
- "Occasion of Tax Non-Compliance"** means:
- any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:
 - 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 in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
 - 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 DOTAS or any equivalent or similar regime in any jurisdiction; and/or
 - any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which 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 Call Off

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Commencement Date or to a civil penalty for fraud or evasion;

“Off-Site” means the provision of services by the Supplier at its own premises;

“On-Premise(s)” means the provision of services by the Supplier at the Customer’s Premises;

"Open Book Data" means complete and accurate financial and non-financial information which is sufficient to enable the Customer to verify the Call Off Contract Charges already paid or payable and Call Off Contract Charges forecast to be paid during the remainder of this Call Off Contract, including details and all assumptions relating to:

the Supplier’s Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware, software, goods and/or services;

operating expenditure relating to the provision of the Goods and/or Services including an analysis showing:

the unit costs and quantity of Goods and any other consumables and bought-in goods and services;

manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of agreed rates against each manpower grade;

a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier’s Profit Margin; and

Reimbursable Expenses, if allowed under the Call Off Order Form;

Overheads;

all interest, expenses and any other third party financing costs incurred in relation to the provision of the Goods and/or Services;

the Supplier Profit achieved over the Call Off Contract Period and on an annual basis;

confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more

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onerous than such methods applied generally by the Supplier;

an explanation of the type and value of risk and contingencies associated with the provision of the Goods and/or Services, including the amount of money attributed to each risk and/or contingency; and

the actual Costs profile for each Service Period;

"Open Source Software"	means computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
"Operating Environment"	means the Customer System and the Sites;
"Operational Board"	means the operational board referred to in the Annex to Call Off Schedule 18 (Governance and Cooperation);
"Operational Charges"	means the charges described at paragraph 3 of Part B of Call Off Schedule 3 (Charges, Payment and Invoicing);
"Operational Phase"	means the phase in which the Supplier will deliver the Operational Services, identified as such in the Implementation Plan and commencing from the relevant Operational Service Commencement Date;
"Operational Services"	means operational services involving operational running and maintaining functions or facilities of the Services following the Achievement of the Operational Services Commencement Date and Operational Service shall be construed accordingly;
"Operational Service(s) Commencement Date" or "OSCD"	means the target date(s) set out against the relevant Operational Services in the Implementation Plan by which such Operational Services must Achieve their corresponding Milestone Date(s) as may be amended from time to time in accordance with the Change Control Procedure;
"Order"	means the order for the provision of the Goods and/or Services placed by the Customer with the Supplier in accordance with the Framework Agreement and under the terms of this Call Off Contract;

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“Other Charges”	means the Charges identified as such in paragraph 4 of Part B and Annex 3 to Call Off Schedule 3 (Charges, Payment and Invoicing);
"Other Supplier"	means any supplier to the Customer (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware;
"Outline Implementation Plan" (OIP)	means the plan prepared by the Supplier and labelled as such and substantially in the form of the plan referenced in Annex 2 of Part A of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities, Key Personnel and Sub-Contractors);
"Over-Delivered Goods"	has the meaning given to it in Clause 9.5.1 (Over-Delivered Goods);
"Overhead"	means those amounts which are intended to recover a proportion of the Supplier's or the Key Sub-Contractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and accordingly included within limb (a) of the definition of "Costs";
"Parent Company"	means any company which is the ultimate Holding Company of the Supplier and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged by the same or similar business to the Supplier. The term "Holding or Parent Company" shall have the meaning ascribed by the Companies Act 2006 or any statutory re-enactment or amendment thereto;
"Party"	means the Customer or the Supplier and "Parties" shall mean both of them;
“Payment Milestone”	means the relevant Milestones described as such in Call Off Schedule 3 (Charges, Payment and Invoicing) against which a payment will be payable by the Customer on the Achievement of such Milestone;
"Performance Monitoring System"	has the meaning given to it in paragraph 1.1.2 in Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);

"Performance Monitoring Reports"	has the meaning given to it in paragraph 3.1 of Part B of Call Off Schedule 6 (Service Level, Service Credit and Performance Monitoring);
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;
"Permitted Maintenance"	has the meaning given to it in Clause 32.11 (Maintenance of the ICT Environment);
"PPPs"	means the relevant Policy, Processes and Procedures put in place in connection with the provision of the Services under the Call Off Contract;
"Print Room Support Services"	means the Services to be provided pursuant to paragraph 3.3 of Part B to Call Off Schedule 3 (Charges, Payment and Invoicing);
"Print, Scan and Delivery Services"	means the services set out in paragraph 3.2.1 of Call Off Schedule 3 (Charges, Payment and Invoicing);
"Problems"	means a cause of one (1) or more Incidents;
"Processing"	has the meaning given to it in the Data Protection Legislation but, for the purposes of this Call Off Contract, it shall include both manual and automatic processing and "Process" and "Processed" shall be interpreted accordingly;
"Procurement Policy Note" or "PPN"	means notes of public procurement policy published by the Cabinet Office on the GOV.UK website which are intended to apply to public buying organisations in the United Kingdom;
"Product Description"	means the product description set out in the Outline Implementation Plan;
"Production Environment"	means the real-time ICT Environment where software and other products are put into operation for their intended uses by End Users to deliver the Customer's day-to-day operations;
"Programme Board"	means the Customer board responsible for dealing with programmes in relation to Call Off Schedule 18 (Governance and Cooperation);
"Prohibited Act"	means any of the following:

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(a) to directly or indirectly offer, promise or give any person working for or engaged by the Customer and/or the Authority or other Contracting Authority or any other public body 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 Agreement;

(c) committing any offence:

- i. under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
- ii. under legislation or common law concerning fraudulent acts; or
- iii. defrauding, attempting to defraud or conspiring to defraud the Customer; or
- iv. any activity, practice or conduct which would constitute one of the offences listed under the three previous sub-bullets above if such activity, practice or conduct had been carried out in the UK;

"Project IPR" **Specific** means:

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 Call Off Contract and updates and amendments of these items including (but not limited to) database schema; and/or

IPR in or arising as a result of the performance of the Supplier's obligations under this Call Off Contract and all updates and amendments to the same;

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

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"Protective Measures"	means 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;
"Quality Plans"	shall have the meaning given in Clause 11.2 (Standards and Quality);
"Rate Card"	means the rate card more particularly described in paragraph 5 of Part B to Call Off Schedule 3 (Charges, Payment and Invoicing);
"Recipient"	has the meaning given to it in Clause 34.4.1 (Confidentiality);
"Rectification Plan"	means the rectification plan pursuant to the Rectification Plan Process;
"Rectification Plan Process"	means the process set out in Clause 38.2 (Rectification Plan Process);
"Redundancy Costs"	means, solely in relation to Transferring Former Supplier Employees, the cost of statutory redundancy payments, contractual redundancy payments and contractual or statutory notice pay, whichever is the higher;
"Registers"	has the meaning given to in Call Off Schedule 9 (Exit Management);
"Regulations"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Reimbursable Expenses"	<p>means the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Customer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> a) travel expenses incurred as a result of Supplier Personnel travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Customer otherwise agrees in advance in writing; and b) subsistence expenses incurred by Supplier Personnel whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;

“Related Supplier”		means any person who provides services to the Customer which are related to the Services from time to time;
"Relevant Conviction"		means a Conviction that is relevant to the nature of the Goods and/or Services to be provided or as specified in the Call Off Order Form;
"Relevant Requirements"		means 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 Authority"	Tax	means HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Relevant Transfer"		means a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	Transfer	means, in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
"Relief Notice"		has the meaning given to it in Clause 39.2.2 (Supplier Relief Due to Customer Cause);
“Repair Charges”		means the Charges identified as such in paragraph 4 of Part B of Call Off Schedule 3 (Charges, Payment and Invoicing);
"Replacement Goods"		means any goods which are substantially similar to any of the Goods and which the Customer receives in substitution for any of the Goods following the Call Off Expiry Date, whether those goods are provided by the Customer internally and/or by any third party;
"Replacement Services"		means any services which are substantially similar to any of the Goods and/or Services and which the Customer receives in substitution for any of the Services following the Call Off Expiry Date, whether those services are provided by the Customer internally and/or by any third party;
"Replacement Contractor"	Sub-	means a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
"Replacement Supplier"		means any third party provider of Replacement Goods and/or Services appointed by or at the direction of the Customer from time to time or where the Customer is providing Replacement Goods and/or Services for its own account, shall also include the Customer;

"Request Information"	for	means a request for information or an apparent request relating to this Call Off Contract or the provision of the Goods and/or Services or an apparent request for such information under the FOIA or the EIRs;
"Requisition"		means the order created by an End User (submitted from a Customer email account) that details the requirement for a Bulk services job - including the turnaround time to complete the job;
"Resolve" "Resolution"	or	means that the service operation action taken to fix an Incident or to implement a Workaround (each as defined in ITIL);
"Resolver Group"		means the group established by the Supplier for the purpose of investigation and resolution of Incident(s), as more particularly described in section 6.2 of Call Off Schedule 2 (Requirements);
"Restricted Countries"		has the meaning given to it in Clause 34.7.3 (Protection of Personal Data);
"Risk Payments"		means the payments described at paragraph 8 of Part B of Call Off Schedule 3 (Charges, Payment and Invoicing);
"Root Cause"		has the meaning ascribed to it in ITIL;
"SACM"		means service asset and configuration management;
"Satisfaction Certificate"		means the certificate materially in the form of the document contained in Call Off Schedule 5 (Testing) granted by the Customer when the Supplier has Achieved a Milestone or a Test;
"Scan Preparation and De-Preparation"		means the services set out in Table 9 of Annex 2 to Call Off Schedule 3 (Charges, Payment and Invoicing);
"Security Management Plan"		means the Supplier's security management plan prepared pursuant to paragraph 5 of Call Off Schedule 7 (Security) a draft of which has been provided by the Supplier to the Customer in accordance with paragraph 5 of Call Off Schedule 7 (Security) and as updated from time to time;
"Security Policy"		means the Customer's security policy, referred to in the Call Off Order Form, in force as at the Call Off Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Security Policy Framework"	Policy	the current HMG Security Policy Framework that can be found at

<https://www.gov.uk/government/publications/security-policy-framework>;

- "Service Catalogue"** means the service catalogue organised and administered by the Supplier in relation to this Call Off Contract and the Other Suppliers in respect of their Call Off Contracts with the Customer and provided to the Agency Manager for incorporation into the Business Service Catalogue for access to the End User;
- "Service Credit Cap"** has the meaning given to it in the Call Off Order Form;
- "Service Credits"** means any service credits specified in Annex 1 to Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) being payable by the Supplier to the Customer in respect of any failure by the Supplier to meet one or more Service Levels;
- "Service Desk"** means the service desk of the Customer;
- "Service Failure"** means an unplanned failure and interruption to the provision of the Goods and/or Services, reduction in the quality of the provision of the Goods and/or Services or event which could affect the provision of the Goods and/or Services in the future;
- "Service Failure Level"** means a failure to meet the Service Level Performance Measure in respect of a Service Level Performance Criterion;
- "Service Performance Criteria Level"** has the meaning given to it in paragraph 3.2 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
- "Service Performance Measure Level"** shall be as set out against the relevant Service Level Performance Criterion in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
- "Service Target Level"** has the meaning set out in Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
- "Service Failure Threshold Level"** has the meaning set out in Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
- "Service Threshold Level"** shall be as set out against the relevant Service Level Performance Criterion in Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);

"Service Levels"	means any service levels applicable to the provision of the Goods and/or Services under this Call Off Contract specified in Annex 1 to Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
"Service Management"	means the services as set out in paragraph 3.1 of Part B of Call Off Schedule 3 (Charges, Payment and Invoicing);
"Service Management Charge"	means the Charges identified as such in paragraph 3.1.3 and Table 1 of Annex 2 to Call Off Schedule 3 (Charges, Payment and Invoicing);
"Service Operating Manuals"	means the manual provided by the Supplier which sets out the Supplier's detailed technical and operational aspects, processes and procedures (including diagrams, escalation levels and working instructions) relating to the support and operation of the Services including the processes and procedures for Service Requests, together with all hand-over and hand-back points and dependencies between (i) the Supplier and Customer (ii) the Supplier and Agency Manager (iii) the Supplier and Other Suppliers.
Or	
"Service Operations Manual"	
Or	
"SOM(s)"	
"Service Measurement Period"	has the same meaning as Service Period;
"Service Period"	has the meaning given to it in paragraph 4.1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
"Service Readiness Review"	means the reviews to determine if the Services, are ready for operational use, including in accordance with any applicable Test Success Criteria;
"Service Request"	means a formal request from the Customer or an End User for any Service(s) to be provided;
"Service Requirements"	means the requirements of the Services set out in Part A of Call Off Schedule 2 (Requirements);
"Service Transfer"	means any transfer of the Goods and/or Services (or any part of the Goods and/or Services), for whatever reason, from the Supplier or any Sub-Contractor to a Replacement Supplier or a Replacement Sub-Contractor;
"Service Transfer Date"	means the date of a Service Transfer;

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"Services"	means the services to be provided by the Supplier to the Customer as referred to in Part A of Call Off Schedule 2 (Requirements);
"Severity Level"	means the level of severity of a Test Issue, as more particularly described in Annex 1 of Call Off Schedule 5 (Testing);
"Slam"	means Service Integration and Management;
"Sites"	means any premises (including the Customer Premises, the Supplier's premises or third party premises) from, to or at which: the Goods and/or Services are (or are to be) provided; or the Supplier manages, organises or otherwise directs the provision or the use of the Goods and/or Services; or where: any part of the Supplier System is situated; or any physical interface with the Customer System takes place;
"Software"	means Specially Written Software, Supplier Software and Third Party Software;
"Source Code"	means 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"	means 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 Call Off Contract, including any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Call Off Contract;
"Specific Change in Law"	means a Change in Law that relates specifically to the business of the Customer and which would not affect a Comparable Supply;
"Staffing Information"	has the meaning give to it in Call Off Schedule 10 (Staff Transfer);

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"Standards"

means any:

standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;

standards detailed in the specification in Framework Schedule 2 (Goods and/or Services and Key Performance Indicators);

standards detailed by the Customer in the Call Off Order Form or elsewhere in this Call Off Contract or agreed between the Parties from time to time;

relevant Government codes of practice and guidance applicable from time to time.

"Statement of Requirements"

of means the requirements of the Services set out in Part A of Call Off Schedule 2 (Requirements);

"Sub-Contract"

means any contract or agreement (or proposed contract or agreement), other than this Call Off Contract or the Framework Agreement, pursuant to which a third party:

provides the Goods and/or Services (or any part of them);

provides facilities or Goods and/or Services necessary for the provision of the Goods and/or Services (or any part of them); and/or

is responsible for the management, direction or control of the provision of the Goods and/or Services (or any part of them);

"Sub-Contractor"

means any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person; the Supplier's Sub-Contractors (including Sub-Contractors of the Supplier's Sub-Contractors) at the Call Off Commencement Date shall be as set out in Part E of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities, Key Personnel and Sub-Contractors);

"Sub-processor"

means any third party appointed to process Personal Data on behalf of the Supplier related to this Call Off Contract;

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- "Supplier"** means the person, firm or company with whom the Customer enters into this Call Off Contract as identified in the Call Off Order Form;
- "Supplier Assets"** means all assets and rights used by the Supplier to provide the Goods and/or Services in accordance with this Call Off Contract but excluding the Customer Assets;
- "Supplier Background IPR"** means Intellectual Property Rights owned by the Supplier before the Call Off Commencement 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 Intellectual Property Rights created by the Supplier independently of this Call Off Contract, but excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software;
- "Supplier Equipment"** means the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Customer) in the performance of its obligations under this Call Off Contract;
- "Supplier Non Exclusive Assets"** means the Supplier Assets that are used by the Supplier or a Key Sub-Contractor non-exclusively in the provision of the Services to the Customer;
- "Supplier Non-Performance"** has the meaning given to it in Clause 39.1 (Supplier Relief Due to Customer Cause);
- "Supplier Personnel"** means 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 Call Off Contract;
- "Supplier Profit"** means, in relation to a period or a Milestone (as the context requires), the difference between the total Call Off Charges (in nominal cash flow terms but excluding any Deductions) and total Costs (in nominal cash flow terms) for the relevant period or in relation to the relevant Milestone;

"Supplier Profit Margin"	means, in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Call Off Contract Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Representative"	means the representative appointed by the Supplier named in the Call Off Order Form;
"Supplier Software"	means any software which is proprietary to the Supplier (or an Affiliate of the Supplier) and identified as such in the Call Off Order Form together with all other such software which is not identified in the Call Off Order Form but which is or will be used by the Supplier or any Sub-Contractor for the purposes of providing the Goods and/or Services or is embedded in and in respect of such other software as required to be licensed in order for the Customer to receive the benefit of and/or make use of the Goods and/or Services;
"Supplier Solution"	mean the Supplier proposal for delivering the Services submitted in the Supplier's Tender further detailed at Part B of Call Off Schedule 2 (Requirements);
"Supplier System"	means the information and communications technology system used by the Supplier in supplying the Goods and/or Services, including the Supplier Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Customer System);
"Supplier's Confidential Information"	<p>means any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Background IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with this Call Off Contract;</p> <p>information derived from any of the above.</p>
"Supporting Documentation"	means sufficient information in writing to enable the Customer to reasonably to assess whether the Call Off Contract Charges, Reimbursable Expenses and other sums due from the Customer under this Call Off Contract detailed in the information are properly payable.

“Systems Measurement Reference Document” or “SMRD”	and	means the detailed description of the sources of data, and calculations to be used in creating the Monthly Performance Monitoring Report;
"Template Call Off Terms"	and	means the template terms and conditions in Annex 2 of Framework Schedule 4 (Template Call Off Order Form and Template Call Off Terms);
"Tender"		means the tender submitted by the Supplier to the Customer and annexed to or referred to in Framework Schedule 21;
"Termination Notice"		means 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 Call Off Contract on a specified date and setting out the grounds for termination;
"Test Issue"		means any variance or non-conformity of the Goods and/or Services or Deliverables arising out of Tests and Testing;
"Test Plan"		means a plan: for the Testing of the Deliverables; and setting out other agreed criteria related to the achievement of Milestones, as described further in paragraph 6 of Call of Schedule 5 (Testing);
"Test Strategy"		means a strategy for the conduct of Testing as described further in paragraph 5 of Call Off Schedule 5 (Testing);
“Test Criteria”	Success	test success criteria for each Milestone as set out in the Detailed Implementation Plan;
"Testing Audit"	Quality	has the meaning given to it in paragraph 12 of Call Off Schedule 5 (Testing);
"Tests" or "Testing"	and	means any tests required to be carried out pursuant to this Call Off Contract as set out in the Test Plan or elsewhere in this Call Off Contract and “Tested” shall be construed accordingly;
“Third Contract”	Party	means the third party contracts set out in Annex 8 to Call Off Schedule 16 (Assets, Software and Third Party Contracts);

"Third Party IPR "	means Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software;
"Third Party Software"	means any software identified as such in the Call Off Order Form together with all other software which is not listed in the Call Off Order Form which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source Software which is or will be used by the Supplier for the purposes of providing the Goods and/or Services);
"Transferring Asset"	has the meaning set out in paragraph 12.2 of Call Off Schedule 16 (Assets, Software and Third Party Contracts);
"Transferring Contract"	has the meaning set out in paragraph 12.4 of Call Off Schedule 16 (Assets, Software and Third Party Contracts);
"Transferring Customer Employees"	those employees of the Customer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Software"	has the meaning set out in paragraph 12.8 of Call Off Schedule 16 (Assets, Software and Third Party Contracts);
"Transferring Supplier Employees"	means those employees of the Supplier and/or the Supplier's Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date.
"Transparency Principles"	has the meaning given to it in Framework Schedule 1 (Definitions);
"Transparency Reports"	means the information relating to the Services and performance of this Call Off Contract which the Supplier is required to provide to the Customer in accordance with the reporting requirements in Call Off Schedule 13 (Transparency Reports);
"True Up"	means the comparison of the actual volume of printing or number of software licenses to the good faith estimate pursuant to paragraphs 3.2.5 and 3.2.6 of Part B to Call Off Schedule 3 (Charges, Payment and Invoicing)
"Undelivered Goods"	has the meaning given to it in Clause 9.4.1 (Goods);

"Undelivered Goods and/or Services"	has the meaning given to it in Clause 8.4.1 (Goods and/or Services);
"Undisputed Sums Time Period"	has the meaning given to it Clause 42.1.1 (Termination of Customer Cause for Failure to Pay);
"Unit Charge"	the charges described as such in Call Off Schedule 3 (Charges, Payment and Invoicing) and set out in the relevant Annex to Call Off Schedule 3 (Charges, Payment and Invoicing), such charges being part of the Call Off Contract Charges for the Operational Phase;
"Update"	means 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;
"Upgrade"	means 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 Call Off Contract Period;
"Urgent Change"	means a Change which a Party reasonably deems to be urgent and requires immediate implementation, as more particularly described in paragraph 10 of Call Off Schedule 12 (Change Control Procedure);
"Valid Invoice"	means an invoice issued by the Supplier to the Customer that complies with the invoicing procedure in paragraph 7 (Invoicing Procedure) of Call Off Schedule 3 (Charges, Payment and Invoicing);
"Variation"	has the meaning given to it in Clause 22.1 (Variation Procedure) and which shall be processed as a 'Change' in accordance with Call Off Schedule 12 (Change Control Procedure);
"Variation Form"	has the same meaning as Change Request;
"Variation Procedure"	has the same meaning as Change Control Procedure;
"VAT"	has the meaning given to it in Framework Schedule 1 (Definitions);
"VDR"	Means virtual data room;

"Volume Related Threshold Pricing"	means the pricing by volume for Unit Charges and Software as more particularly described in Call Off Schedule 3 (Charges, Payment and Invoicing);
"Warranty Period"	means, in relation to any Goods, the warranty period specified in the Call Off Order Form;
"Worker"	means any one of the Supplier Personnel which the Customer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees applies in respect of the Goods and/or Services;
"Working Day"	means any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in this Call Off Contract;
"Working Hours"	means Monday – Friday 07:00 to 19:00 hrs and Saturday 07:00 to 14:00;
"Year"	means a period of twelve (12) calendar Months; and
"Zero Trust Environment"	means applying security concepts and threat models that no longer assumes that actors, systems or services operating from within the security perimeter should be automatically trusted, and instead must verify anything and everything trying to connect to the Customer System before granting access.