Schedule 1 - Definitions

Unless otherwise provided or the context otherwise requires the following expressions shall have the meanings set out below.

Acceptance	acceptance by the Authority that a Deliverable meets the relevant Test Success Criteria and **Accept** and **Accepted** shall be construed accordingly;
AACS Transition Period	has the meaning given to it in Clause 6.16;
Account Management Charge	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Account Management Detailed Solution	the Detailed Solution of that name to be developed by the Supplier pursuant to Annex A of Schedule 2 (Statement of Requirements);
Account Management Personnel	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Account Management Personnel Costs	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Account Management Services	has the meaning given in Schedule 7.1 (Charges and Invoicing);
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 6.2 (Testing Procedures), and **Achieved** and **Achievement** shall be construed accordingly;
Achieved Contract Life Profit Margin	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Achieved Profit Margin	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Acquired Rights Directive	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 Implementation Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Additional Operational Services	the services described as such in Schedule 2.1 (Statement of Requirements) which are to be provided by the Supplier if required by the Authority in accordance with Clause 5.11 (Additional Operational Services);

Additional Operational Service Commencement Date	the date specified by the Authority from which the relevant requested Additional Operational Services shall be provided by the Supplier as part of the Services;
Additional Operational Services Implementation Plan	the implementation plan to effect the Additional Operational 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;
Additional Remedial Measure	has the meaning given in Schedule 2.2 (Performance Levels);
Additional Security Officer Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Additional Security Officers	has the meaning given in Clause 13.15;
Adjudicator	has the meaning given in Schedule 8.3 (Dispute Resolution Procedure);
Administering Authority	has the meaning given in Schedule 9.1 (Staff Transfer);
Admission Agreement	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Aegis Existing AACS Contract	the contract between the Aegis Existing AACS Supplier and the Authority dated 6 October 2017;
Aegis Existing AACS End Date	the date on which the Aegis Existing AACS Contract expires in accordance with its terms;
Aegis Existing AACS Properties	means the Affected Properties specified as Aegis Existing AACS Properties in Part B of Schedule 15 (Affected Properties, Aegis Existing AACS Properties and Extended Target Fix Time Properties);
Aegis Existing AACS Services (or Aegis Existing Automated Access Control System Services)	the services supplied by the Aegis Existing AACS Supplier to the Authority under the Aegis Existing AACS Contract;
Aegis Existing AACS Supplier	means G4S Secure Solutions (UK) Limited;
Aegis Existing AACS (or Aegis Existing Automated Access Control System)	the system that is operated and maintained by the Aegis Existing AACS Supplier as part of the Aegis Existing AACS Services;
Affected Party	the Party seeking to claim relief in respect of a Force Majeure Event;
Affected Property	the Authority Premises set out in Part A of Schedule 15 (Affected Properties, Aegis Existing AACS Properties and Extended Target Fix Time Properties), as may be updated from time to time in accordance with Clause 13.3 (Changes to Site Risk Profiles);

Affected Property Removal Employee	an In-Scope Employee (as defined in Schedule 7.6 (Savings Payments and Overspend Deductions)) whose employment is terminated on grounds of redundancy as a result of the removal of an Affected Property in accordance with clause 13 of this Agreement;
Affected Property Removal Redundancy Payments	any of the following payments made by the Supplier to any Affected Property Removal Employee: (a) statutory redundancy payments made in accordance with section 162 of the Employment Rights Act 1996; (b) contractual redundancy payments (which for this purpose shall mean redundancy payments made in accordance with the terms and conditions of employment to which the relevant employee was entitled at the Reference Date and for the avoidance of doubt, in each employee's case, shall not include any ex gratia payment, payment for accrued holiday, or any other payment made as compensation for the termination of employment, save in respect of any payment made in satisfaction of any Early Retirement Right); (c) either: (i) payment of damages for breach of the applicable statutory notice entitlement or, if higher, the notice entitlement under the terms and conditions of employment to which the relevant employee was entitled; or (ii) payment in lieu of any such notice entitlement, made pursuant to such terms and conditions of employment; or (d) any payment made in satisfaction of any Early Retirement Right to which the relevant employee was entitled under his or her terms and conditions of employment on the Reference Date, but for the avoidance of doubt, shall not include any payment of salary or wages or of any benefit in respect of any period of continuing employment (whether during a notice period or otherwise).
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;
Agreement	means the terms and conditions of this deed together with any Schedules, Appendices and documents referenced in this agreement;
Alarm Receiving Centre or **ARC**	has the meaning given in Schedule 2.1 (Statement of Requirements);
Allowable Price	in relation to the Retained Deliverables relating to a Milestone, if any, an amount determined in accordance with the formula: A - B where: (a) A = 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 = 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 that Milestone;
Allowable Price Adjustment	has the meaning given in Clause 36.9.3;
Ancillary Third Party Services	those ancillary services including but not limited to telecoms and broadband services provided by third party service providers to the Authority Estate;
Annual Contract Report	has the meaning given in Schedule 7.5 (Financial Reports and Audit Rights);
Annual Planned Preventative Maintenance	has the meaning given in Clause 9.4;
Annual Savings Payment	has the meaning given in Schedule 7.6 (Savings Payments and Overspend Deductions);
Anticipated Contract Life Profit Margin	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Applicable Supplier Personnel	has the meaning given in Schedule 7.2 (Payments on Termination);
Apprenticeship Levy Costs	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Appropriate Vehicles	has the meaning given in Schedule 2.1 (Statement of Requirements);
Approval	has the meaning given in Schedule 12 (Approval) and **Approve**, **Approves, Approving** and **Approved** shall be construed accordingly;
Approved Redeployment costs	has the meaning given in Schedule 7.6 (Savings Payments);
Approved Relevant Capital Costs	has the meaning given in Schedule 7.6 (Savings Payments);
Approved Savings Proposals	has the meaning given in Schedule 7.6 (Savings Payments);
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;
Area Relief Officer	has the meaning given in Schedule 2.1 (Statement of Requirements);
Asset Condition	has the meaning given to it is Schedule 2.1 (Statement of

and Verification Survey	Requirements);
Assets	all assets and rights used by the Supplier to provide the Services in accordance with this Agreement but excluding the Authority Assets;
Assignment Instructions	has the meaning given in Schedule 2.1 (Statement of Requirements);
Audit	any exercise by the Authority of its Audit Rights pursuant to Clause 12 (Records, Reports, Audit and Open Book Data) and Schedule 7.5 (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 7.5 (Financial Reports and Audit Rights);
Authorised Persons	has the meaning given in Schedule 2.1 (Statement of Requirements);
Authorised Vehicles	has the meaning given in Schedule 2.1 (Statement of Requirements);
Authority Assets	the Authority Materials, the Authority infrastructure and any other data, software, assets, equipment, Goods or other property owned by and/or information licensed or leased to the Authority and which is or may be used in connection with the provision or receipt of the Services;
Authority Background IPRs	means: (a) IPRs owned by the Authority before the Effective Date, including IPRs contained in any of the Authority's Know-How, documentation, processes and procedures; (b) IPRs created by the Authority independently of this Agreement; and/or (c) Crown Copyright which is not available to the Supplier otherwise than under this Agreement, but excluding IPRs owned by the Authority 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 Related Party;
Authority Core Business	has the meaning given in the Statement of Requirements;

Authority Customer	has the meaning given in Schedule 2.1 (Statement of Requirements);
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 (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; and (b) any Personal Data for which the Authority is the Data Controller;
Authority Estate	the Authority's property portfolio as more particularly described in the Statement of Requirements and as the same may change, vary or adapt from time to time during the Term;
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 Network	the network (including all network infrastructure), where provided by the Authority for use by the Supplier as the Security Systems Network in the delivery of the Services;
Authority Opening Hours	has the meaning given in Schedule 2.1 (Statement of Requirements);
Authority Change Manager	has the meaning given in Schedule 8.2 (Change Control Procedure);
Authority Personnel	all directors, officers, employees, agents, consultants and contractors of the Authority;
Authority Personnel Escort	has the meaning given in Schedule 2.1 (Statement of Requirements);
Authority Policies	the policies of the Authority set out in Schedule 2.6 (Authority Policies);
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 Schedules 2.1 (Statement of Requirements), 2.2 (Performance Levels), 2.3 (Standards), 2.4 (Contract Security Management), 2.5 (Insurance Requirements), 2.6 (Authority Policies), 6.1 (Implementation and Detailed Solution Development), 8.4 (Records Provisions) and 8.5 (Exit Management);
Authority Responsibilities	the responsibilities of the Authority specified in Schedule 3 (Authority Responsibilities);
Authority Savings Liabilities	has the meaning give in Schedule 7.6 (Savings Payments and Overspend Deductions);
Authority Software	software which is owned by or licensed to the Authority (other than under or pursuant to this Agreement) and which is or will be used by the Supplier for the purposes of providing the Services;
Authority Supply Chain Contract	a contract between the Authority and the relevant Authority Supply Chain Member and references to **Authority Supply Chain Contracts** shall be construed accordingly;
Authority Supply Chain Members	the Supply Chain Integrator, the FM Supplier, the LLM Supplier, the Project Supplier and the Aegis Existing AACS Supplier notified to the Supplier from time to time and/or of which the Supplier should have been aware and references to Authority Supply Chain Members shall be construed accordingly;
Authority Supply Chain Services	the services provided by the Authority Supply Chain Members;
Authority System	the Authority's computing environment (consisting of hardware, software and/or telecommunications networks or equipment (including the Authority Network)) used by the Authority or the Supplier in connection with this Agreement which is owned by the Authority or licensed to it by a third party and which interfaces with the Supplier System or which is necessary for the Authority to receive the Services;
Authority Visitors	has the meaning given in Schedule 2.1 (Statement of Requirements);
Automated Access Control System or AACS	means an automated access control system, which includes the Aegis Existing AACS, the Non-Aegis Existing AACS and the Replacement AACS (as applicable);
Auto-Enrolment Employer Pension Contributions	the minimum level of employer contributions required to be paid pursuant to Part 1 of the Pensions Act 2008 and/or any regulations made thereunder;
Available	has the meaning given in Schedule 2.2 (Performance Levels)
Average Weekly Earnings Measurement	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Bank Holiday	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Baseline Security Requirements	the Authority's baseline security requirements, the current copy of which is contained in Annex 1 of Schedule 2.4 (Contract Security Management), as updated from time to time by the Authority and notified to the Supplier;

BCDR Services	the business continuity and disaster recovery services set out in Schedule 2.1 (Statement of Requirements);
Benchmarked Service	has the meaning given in Schedule 7.3 (Benchmarking);
Benchmarker	has the meaning given in Schedule 7.3 (Benchmarking);
Benchmark Report	has the meaning given in Schedule 7.3 (Benchmarking);
Benchmark Review	has the meaning given in Schedule 7.3 (Benchmarking);
Bid Financial Model	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Body Worn Cameras	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Body Worn Cameras Device Unit Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Body Worn Cameras Services	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Breakage Costs Payment	has the meaning given in Schedule 7.2 (Payments on Termination);
Business Continuity and Disaster Recovery Detailed Solution	the Detailed Solution of that name to be developed by the Supplier pursuant to Annex A of Schedule 2 (Statement of Requirements);
Business Disruption	has the meaning given in Schedule 2.2 (Performance Levels);
Car Parks	has the meaning given in Schedule 2.1 (Statement of Requirements);
CCTV	has the meaning given in Schedule 2.1 (Statement of Requirements);
Central Government Body	a body 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: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
CEDR	has the meaning given in Schedule 8.3 (Dispute Resolution Procedure);
Certificate of Costs	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Chairperson	has the meaning given to it in Paragraph 1.1 of Schedule 8.1 (Governance);
Change	any change to this Agreement;
Change	a form setting out an agreed Contract Change which shall be

Authorisation Note	substantially in the form of Annex 2 of Schedule 8.2 (Change Control Procedure);
Change Communication	has the meaning given in Schedule 8.2 (Change Control Procedure);
Change Control Procedure	the procedure for changing this Agreement set out in Schedule 8.2 (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 substantially in the form of Annex 1 of Schedule 8.2 (Change Control Procedure);
Charges	the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 7.1 (Charges and Invoicing), including any Milestone Payment or any element of the Service Charge;
Charges Due Notice	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Clarification Meeting	has the meaning given to it in Paragraph 3.2.2 of Part B of Schedule 6.1 (Implementation and Detailed Solution Development);
Commencement Redundancy Payment	has the meaning given in Schedule 9.1 (Staff Transfer);
Commercially Sensitive Information	the information listed in Schedule 4.2 (Commercially Sensitive Information) comprising the information of a commercially sensitive nature relating to: (a) the Supplier's business and investment plans; (b) the pricing of the Services; and (c) details of the Supplier's IPRs, 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 Group	has the meaning given in Schedule 7.3 (Benchmarking);
Comparable Service	has the meaning given in Schedule 7.3 (Benchmarking);
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 7.4.1 (Unacceptable KPI Failure);
Compensation Payment	has the meaning given in Schedule 7.2 (Payments on Termination);
Completed Fire Risk Assessments	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Completed Security Threat and Risk Assessments	has the meaning given in Schedule 7.1 (Charges and Invoicing);

and Security Plans	
Conditional Milestone Achievement Certificate	a Milestone Achievement Certificate that is issued by the Authority subject to certain conditions;
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 Agreement 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 Agreement 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 Agreement; (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 Agreement and all matters arising therefrom; (d) Commercially Sensitive Information; and (e) 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 Agreement 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 Agreement; or (2) failure to pay any Sub-contractor as required pursuant to Clause 15.1.1 (Supply Chain Rights and Protections);
Conflict of Interest	any conflict of interest between the Supplier and the Authority or any member of the Supply Chain, including, but not limited to, the following activities or circumstances: (a) receiving or being entitled to receive any benefit. Financial,

	commercial or otherwise which is derived expressly or impliedly from the Authority Estate or the Supply Chain, save for the consideration and/or benefit expressly provided for or impliedly permitted by this Agreement or any Authority Supply Chain Contract to which the Supplier is also a party; (b) allowing any member of the Supply Chain (including but not limited to the Authority Supply Chain Members) to exercise any control or influence over the Supplier or any Sub-contractor save as expressly or impliedly permitted by this Agreement; (c) exercising any control or influence over or permitting any Sub-contractor to exercise and control or influence over any member of the Supply Chain save as expressly or impliedly permitted by this Agreement; or (d) appointing any member of the Supply Chain as a Sub-contractor;
Consequential Supply Chain Breach	has the meaning given in Clause 5.31;
Continuous Failure	has the meaning given in Schedule 2.2 (Performance Levels);
Contract Amendment Report	has the meaning given in Schedule 7.5 (Financial Reports and Audit Rights);
Contract Breakage Costs	has the meaning given in Schedule 7.2 (Payments on Termination);
Contract Change	any change to this Agreement other than an Operational Change;
Contract Improvement & Development Detailed Solution	the Detailed Solution of that name to be developed by the Supplier pursuant to Annex A of Schedule 2 (Statement of Requirements);
Contract Year	the period from the Effective Date up to an including 31 March 2018 and thereafter, each subsequent twelve (12) Months commencing on 1 April in any year provided that the final Contract Year shall be such period as commences on and includes 1 April that falls in the year in which this Agreement expires or is terminated (for whatever reason) and ends on and includes the date of expiry or earlier termination of this Agreement (as the case may be);
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;
Control and Monitoring Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Control and Monitoring Facility	has the meaning given in Schedule 2.1 (Statement of Requirements);
Core Hours	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Costs	has the meaning given in Schedule 7.1 (Charges and Invoicing);

Critical Performance Failure	the Supplier accruing Service Credits and/or Compensation for Unacceptable KPI Failure which meet or exceed the Service Credit Cap;
CRTPA	the Contracts (Rights of Third Parties) Act 1999;
Customer Care Officer	has the meaning given in Schedule 2.1 (Statement of Requirements);
Customer Support Officer	has the meaning given in Schedule 2.1 (Statement of Requirements);
Data Controller	has the meaning given in the Data Protection Legislation;
Data Processor	has the meaning given in the Data Protection Legislation;
Data Protection Legislation	means the Data Protection Act 1998 and any replacement legislation coming into effect from time to time including (without limitation) the GDPR together with any codes of practice or other guidance issued by any competent regulatory authority;
Data Subject	has the meaning given in the Data Protection Legislation;
Data Subject Access Request	a request made by a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access his or her Personal Data;
Dedicated Supplier Personnel	has the meaning given in Schedule 7.2 (Payments on Termination);
Deductions	all Service Credits, Compensation for Unacceptable KPI Failure, Delay Payments, Overspend Deductions or any other deduction, compensation and/or other amount which is paid or payable to the Authority under this Agreement;
Default	any breach of the obligations of the relevant Party (including abandonment of this Agreement 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 or any Supplier Related Party, in connection with or in relation to the subject-matter of this Agreement and in respect of which such Party is liable to the other;
Defect	means: (a) any error, damage or defect in the manufacturing of a Deliverable; (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; (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	means: (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 or any Additional Operational Service Implementation Plan;
Delay Deduction Period	the period of 30 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 Milestone as specified in Schedule 7.1 (Charges and Invoicing);
Deliverable	means the deliverables (being all designs, plans, programmes, guidelines, processes, systems, documents, tenders, specifications, recommendations and other outputs identified in the Detailed Solutions) procured, created and/or prepared by the Supplier as required for the implementation and provision of the Operational Services and any requested Additional Operational Services (as applicable) set out in Schedule 2.1 (Statements of Requirements) and/or a Detailed Solution and which the Supplier is to deliver at or before a Milestone Date or at any other stage during the performance of this Agreement;
Detailed Implementation Plan	the plan developed and revised from time to time in accordance with Paragraphs 3 and 4 of Schedule 6.1 (Implementation and Detailed Solution Development);
Detailed Solution Submission	has the meaning given to it in Paragraph 3.1 of Part B to Schedule 6.1 (Implementation and Detailed Solution Development);
Detailed Solutions	the Detailed Solutions listed in Schedule 4.1 (Detailed Solutions) which are accepted by the Authority in accordance with Schedule 6.1 (Implementation and Detailed Solution Development) and all Deliverables Accepted by the Authority in connection with the Detailed Solutions and a reference to a **Detailed Solution** shall be construed accordingly;
Disclosing Party	has the meaning given in Clause 21.1 (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 Agreement;
Dispute	any dispute, difference or question of interpretation arising out of or in connection with this Agreement, 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 Agreement directs the Parties to resolve an issue by reference to

	the Dispute Resolution Procedure;
Dispute Notice	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	the dispute resolution procedure set out in Schedule 8.3 (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 Agreement; (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;
Draft Detailed Solution	means a draft version of the Detailed Solution for a relevant Service Element that, where relevant, is based on the Outline Solution for such relevant Service Element and containing sufficient information to satisfy the requirements of this Agreement;
Draft Interim Security Plan	means a draft version of the Interim Security Plan for the relevant Affected Property;
Draft Security Threat and Risk Assessment	means a draft version of the Security Threat and Risk Assessment for the relevant Affected Property;
Draft Security Plan	means a draft version of the Security Plan for the relevant Affected Property;
Due Diligence Information	any information supplied to the Supplier by or on behalf of the Authority prior to the Effective Date;
DWP	has the meaning given to the Authority under this Agreement;

DWP e-Procurement Solution	the online communication tool to be used by the Supplier to notify the Authority in accordance with this Agreement as notified by the Authority to the Supplier from time to time, which as at the Effective Date shall be https://dwp.bravosolution.co.uk/web/login.shtml;
DWP Enterprise Security Risk Management Strategy	means the Authority Policy set out at Part 12 (DWP Enterprise Security Risk Management Strategy) to Schedule 2.6 (Authority Policies);
DWP Information Security Policy	means the Authority's Information Security Policy at Part 13 to Schedule 2.6 (Authority Policies) as may be replaced, updated or amended from time to time;
DWP Offshoring Policy	means the Authority's policy in respect of offshoring of Authority Data the current version of which is at Part 14 to Schedule 2.6 (Authority Policies) as replaced updated or amended from time to time;
Dynamic Risk Assessment	a collaborative process between the Supplier and the Authority (acting via a relevant member of the Authority Personnel (e.g. Job Centre manager)) to agree a sound and justifiable course of action including identifying all required additional security measures to be introduced following: (a) any relevant Performance Failure; and/or (b) a Supplier System Failure, and which shall be developed as part of the Health and Safety and Risk Management Detailed Solution;
Early Retirement Right	has the meaning given to it in Schedule 9.1 (Staff Transfer);
Effective Date	the date of this Agreement;
EIRs	the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issues by the Information Commissioner or any Central Government Body in relation to such Regulations;
Eligible Employee	has the meaning given in Schedule 9.1 (Staff Transfer);
Emergency	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
Emergency Services	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
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; or (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 or any other Regulations implementing the Acquired Rights Directive;
End User	has the meaning given to it in Schedule 2.2 (Performance Levels);
Energy Management Solution	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
Enrolment	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
Equalities Legislation	has the meaning given in Schedule 9.3 (Equality);
Equivalent Services Data	has the meaning given in Schedule 7.3 (Benchmarking);
Excluded Existing Systems Part Register	has the meaning given to it in Paragraph 3.7 of Part B of Schedule 2.2 (Performance Levels);
Exclusion	has the meaning given to it in Schedule 2.2 (Performance Levels);
Exclusive Assets	has the meaning given to it in Schedule 8.5 (Exit Management);
Existing IDS and FDS Alarm Signalling Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Existing IDS and FDS Alarm Signalling Services	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Existing Security Systems Support and Maintenance Detailed Solution	the Detailed Solution of that name to be developed by the Supplier pursuant to Annex A of Schedule 2 (Statement of Requirements);
Existing Systems	the Former Supplier's systems that the Supplier shall operate and maintain in accordance with this Agreement until such time as they are replaced with the Supplier System, including the Non-Aegis Existing AACS but excluding the Aegis Existing AACS;
Existing Systems	has the meaning given in Paragraph 3.4 of Part B of Schedule 2.2

Failure	(Performance Levels);
Existing Systems Failure Fix Proposal	has the meaning given in Paragraph 3.6.5 of Part B of Schedule 2.2 (Performance Levels);
Existing Systems Failure Report	has the meaning given in Paragraph 3.6 of Part B of Schedule 2.2 (Performance Levels);
Existing Systems First Fix	has the meaning given in Paragraph 3.5.2 of Part B of Schedule 2.2 (Performance Levels);
Existing Systems Maintenance Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Existing Systems Maintenance Services	the maintenance services related to the Existing Systems as set out in the Statement of Requirements and the Existing Security Systems Support and Maintenance Detailed Solution;
Existing Systems Obsolescence/Unavailability Report	has the meaning given in Schedule 2.2 (Performance Levels);
Exit Detailed Solution	the Detailed Solution of that name to be developed by the Supplier pursuant to Annex A of Schedule 2 (Statement of Requirements) and updated by the Supplier during the Term in accordance with Paragraph 4 of Schedule 8.5 (Exit Management);
Exit Information	has the meaning given to it in Schedule 8.5 (Exit Management);
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 a Replacement Supplier, as set out or referred to in Schedule 8.5 (Exit Management);
Exit Manager	has the meaning given to it in Schedule 8.5 (Exit Management);
Expedited Dispute Timetable	the reduced timetable for the resolution of Disputes set out in Paragraph 3 of Schedule 8.3 (Dispute Resolution Procedure);
Expiry Date	has the meaning given in Schedule 10 (Guarantee);
Extended Target Fix Time Properties	means the Affected Properties specified as Extended Travel Time Affected Properties in Part C of Schedule 15 (Affected Properties, Aegis Existing AACS Properties and Extended Target Fix Time Properties);
External Patrol	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
Factory Acceptance Testing or **FAT**	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
Fair Deal Employees	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Fast-track Change	has the meaning given in Schedule 8.2 (Change Control Procedure);
Final Bid	means the final bid submitted by the Supplier to the Authority on 21

Submission	August 2017;
Final Bid Submission Account Management Personnel Costs	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Final Tender Specified Costs Information	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Final Reconciliation Report	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Financial Distress Event	the occurrence of one or more of the events listed in Paragraph 2.1 of Schedule 7.4 (Financial Distress);
Financial Distress Service Continuity Plan	a plan setting out how the Supplier will ensure the continued performance and delivery of the Services in accordance with this Agreement in the event that a Financial Distress Event occurs;
Financial Model	means the financial model set out in Schedule 7.7 (Financial Model) as at the Effective Date as then adjusted from time to time in accordance with the provisions of this Agreement;
Financial Reports	has the meaning given in Schedule 7.5 (Financial Reports and Audit Rights);
Financial Representative	has the meaning given in Schedule 7.5 (Financial Reports and Audit Rights);
Financial Transparency Objectives	has the meaning given in Schedule 7.5 (Financial Reports and Audit Rights);
Fire and Risk Assessment Training and System Development Services	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Fire Risk Assessments	the fire risk assessments to be created by the Supplier in accordance with the Schedule 2.1 (Statement of Requirements), each a **Fire Risk Assessment**;
Fire Risk Assessment Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Fire Safety Consultant	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Fire Safety Consultant Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
First Extension Period	has the meaning given in Clause 4.2.1;

Fix	has the meaning given to it in Schedule 2.2 (Performance Levels);
FM Services	the facilities management services provided by the FM Supplier in respect of the Authority Estate;
FM Supplier	the third party that the Authority has appointed to provide the FM Services;
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;
Force Majeure Event	means an event outside the reasonable control of either Party affecting its performance of its obligations under this Agreement (notwithstanding any successful implementation of the Services to be provided in accordance with the Business Continuity and Disaster Recover Detailed Solution by the Supplier) 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: (a) acts of God; (b) war or civil war; (c) nuclear, chemical or biological contamination unless the source or cause of the contamination is brought to or near the affected area by the party claiming relief, or by its agents, employees or sub-contractor; (d) acts of terrorism; (e) acts of government, local government or regulatory bodies; (f) fire; (g) flood; (h) storm or earthquake, or disaster; or (i) official or unofficial strike, lockout, go-slow or other dispute but excluding any industrial dispute relating to the Supplier or the Supplier Personnel or any other failure in the Supplier's or its Sub-contractor's supply chain, but provided that if any such event affects the security or safety of any Affected Property the Supplier shall still be obliged to use its best endeavours to perform the Services in accordance with the requirements of this Agreement;
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 9.1 (Staff Transfer);
Front of House	the client facing area within Affected Properties that is open to the public and utilised in the delivery of Authority Core Business which shall include all areas devoted to public waiting;
FPR Group	has the meaning given in Schedule 8.1 (Governance);

Gainshare	has the meaning given in Schedule 7.6 (Savings Payments and Overspend Deduction);
GDPR	means the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data;
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 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;
GMB Agreement	has the meaning given in Schedule 7.1 (Charges and Invoicing);
GMB Percentage Increase	has the meaning given in Schedule 7.1 (Charges and Invoicing);
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;
Good Value	has the meaning given in Schedule 7.3 (Benchmarking);
Goods	has the meaning given in Clause 9.7 (Supply of Goods);
Government Digital Service Open Standards	has the meaning given in Paragraph 13.2(dd) of the Statement of Requirements;
Government Response Level	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
Guarantee	the deed of guarantee in favour of the Authority entered into by the Guarantor on request by the Authority (which is in the form set out in Schedule 10 (Guarantee)), or any guarantee acceptable to the Authority that replaces it from time to time;
Guaranteed Agreement	has the meaning given in Schedule 10 (Guarantee);
Guaranteed Obligations	has the meaning given in Schedule 10 (Guarantee);
Guarantor	G4S Regional Management (UK&I) Limited, a company registered in UK with company number 03189802 and whose registered office is at 5th Floor, Southside,105 Victoria Street, London, SW1E 6QT;
Guarding Performance Indicator	a Performance Indicator identified as a Security Officer Performance Indicator in Annex 1 of Schedule 2.2 (Performance Levels);
Halifax Abuse	the principle explained in the CJEU Case C-255/02 Halifax and others;

Principle	
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;
Help Desk	has the meaning given to it in Schedule 2.2 (Performance Levels);
HGCRA	has the meaning given in Schedule 8.3 (Dispute Resolution Procedure);
HMG Baseline Personnel Security Standard	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
HMG Cyber Essentials Scheme	has the meaning given in Paragraph 13.2(cc) of the Statement of Requirements;
HMG Security Policy Framework	the security policy framework (April 2014) published by the Cabinet Office at: https://www.gov.uk/government/publications/security-policy-framework as replaced updated or amended from time to time;
HMRC	HM Revenue & Customs;
HR Database	has the meaning given in Schedule 2.1 (Statement of Requirements);
Impact Assessment	has the meaning given in Schedule 8.2 (Change Control Procedure);
Impact Assessment Estimate	has the meaning given in Schedule 8.2 (Change Control Procedure);
Implementation Milestone	an event or task described in: (a) the Implementation Plan; or (b) any Additional Operational Services Implementation Plan;
Implementation Milestone Payment	an Implementation Milestone payment set out in any Additional Operational Services Implementation Plan (if applicable);
Implementation Other Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Implementation Personnel Member	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Implementation Phase	means: (a) in respect of Implementation Services, the period commencing on the Effective Date and ending on the Operational Service Commencement Date; and (b) in respect of Additional Operational Services, the period commencing on the Authority's notice of request for the relevant Additional Operational Services and ending on the Additional Operational Service Commencement Date;
Implementation Plan	means the implementation plan set out in Annex 1 to Schedule 6.1 (Implementation and Detailed Solution Development);

Implementation Plan Detailed Solution	the Detailed Solution of that name to be developed by the Supplier pursuant to Annex A of Schedule 2 (Statement of Requirements);
Implementation Resource Charge	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Implementation Services	the services to be provided by the Supplier during the Implementation Phase, as further detailed in Clause 6 (Implementation and Transformation), Schedule 6.1 (Implementation and Testing) and the relevant parts of Schedule 2.1 (Statement of Requirements) and/or as otherwise required by or reasonably to be inferred from this Agreement;
Implementation Systems and Hardware Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Incident	has the meaning given in Schedule 2.1 (Statement of Requirements);
Incurred Termination Services Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Incurred Termination Services Resource Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
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 Agreement;
Indemnified Redundancy Costs	has the meaning given in Schedule 7.6 (Savings Payments);
Indexation and Index	has the meaning given in Schedule 7.1 (Charges and Invoicing);
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);
Information Security Policy	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
Initial Financial Model	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Initial Term	the period of 5 years from and including the Effective Date;
Insolvency Event	(a) the other Party 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) the other Party 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 other Party with one or more other companies or the solvent reconstruction of that other Party; (c) a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party; (d) a creditor or encumbrancer of the other Party 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 the other Party's assets and such attachment or process is not discharged within 14 days; (e) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; (f) where the other Party is a company, a LLP or a partnership: (i) a petition is presented (which is not dismissed within 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 other Party other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party; (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 the other Party; (iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that other Party 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 other Party has become entitled to appoint or has appointed an agricultural receiver; or (g) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;
Integrated Site Acceptance Testing	has the meaning given in Schedule 7.1 (Charges and Invoicing);

Intellectual Property Rights or IPRs	means: (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 domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information; and (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) above that are capable of being registered in any country or jurisdiction and all other rights having equivalent or similar effect in any country or jurisdiction;
Interim Security Officer Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Interim Security Plan Clarification Meeting	has the meaning given in Paragraph 3.3.2 of Part 3 of Schedule 6.3 (Security Threat and Risk Assessments and Security Plans);
Interim Security Plan Submission	has the meaning given in Paragraph 3.1 of Part 3 of Schedule 6.3 (Security Threat and Risk Assessments and Security Plans);
Interim Security Plans	the interim security plans to be created by the Supplier in accordance with Paragraph 10.12 of Schedule 2.1 (Statement of Requirements) and Part 3 of Schedule 6.3 (Security Threat and Risk Assessments and Security Plans), each an **Interim Security Plan**;
Interim Visitor Management Service	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Interim Visitor Management Service Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Internal Patrol	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
Intervention Cause	has the meaning given in Clause 29.1.2 (Remedial Adviser);
Intervention Notice	has the meaning given in Clause 29.1.2 (Remedial Adviser);
Intervention Period	has the meaning given in Clause 29.2.3 (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 Service Credits which meet or exceed 75% of the relevant Service Credit Cap; and/or (d) the Supplier not Achieving a Milestone within 75 days of its relevant Milestone Date;
In-scope Employee	has the meaning given in Schedule 7.6 (Savings Payments);
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 Agreement or for a purpose not reasonably to be inferred from the Statement of Requirements or the provisions of this Agreement;
IT	information and communications technology;
IT Environment	the Authority System and the Supplier System;
Key Holding Cabinet Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Key Holding Response	has the meaning given in Schedule 7.1 (Charges and Invoicing)
Key Holding Response Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Key Holding Response Hourly Charge	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Key Management Charge	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Key Management Services	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Key Management Service Charge	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Key Performance Indicator	the key performance indicators specified in the Tables in Annex 1 of Schedule 2.2 (Performance Levels);
Key Personnel	those persons appointed by the Supplier to fulfil the Key Roles, being the persons listed in Schedule 9.2 (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 (Key Personnel);
Key Roles	a role described as a Key Role in Schedule 9.2 (Key Personnel) and any additional roles added from time to time in accordance with Clause 14.4 (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 Agreement;
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 Agreement;
KPI Failure	a failure to meet the Target Performance Level in respect of a Key Performance Indicator;
Landed Resources	has the meaning given to it in the DWP Offshoring Policy;
Law	any law, statute, 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, 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;
LGPS	has the meaning given in Schedule 9.1 (Staff Transfers);
LGPS Admission Agreement	has the meaning given in Schedule 9.1 (Staff Transfers);
LGPS Costs	has the meaning given in Schedule 7.1 (Charges and Invoicing);
LGPS Employees	has the meaning given in Schedule 9.1 (Staff Transfers);
LGPS Fund	has the meaning given in Schedule 9.1 (Staff Transfers);
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 Agreement, including any Supplier Software, Third Party Software and/or any Specially Written Software;
LLM Services	the letting and lease management services provided by the LLM Supplier in respect of the Authority Estate;
LLM Supplier	the third party that the Authority has appointed to provide the LLM Services;
Lone Worker Detailed Solution	the Detailed Solution of that name to be developed by the Supplier pursuant to Annex A of Schedule 2 (Statement of Requirements);
London Living Wage Licence	has the meaning given in Schedule 7.1 (Charges and Invoicing);
London Living Wage Licence	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Lone Worker Device	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Lone Worker Device Unit Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Lone Worker Services	has the meaning given in Schedule 7.1 (Charges and Invoicing);
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);
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 information specified in Schedule 2.2 (Performance Levels), Schedule 7.1 (Charges and Invoicing) and Schedule 8.1 (Governance) to be provided by the Supplier to the Authority;
Material KPI Failure	(a) a Severe KPI Failure; or (b) a failure by the Supplier to meet the Target Performance Level in respect of 50% or more of the Key Performance Indicators that are measured in that Measurement Period;
Material SPI Failure	(a) a Severe SPI Failure; or (b) a failure by the Supplier to meet the Target Performance Level in respect of 50% or more of the Subsidiary Performance Indicators that are measured in that Measurement Period;
Material Test Issue	has the meaning given to it in Schedule 6.2 (Testing procedures);
Maximum Breakage Costs Payment	has the meaning given in Schedule 7.2 (Payments on Termination);
Maximum Compensation Payment	has the meaning given in Schedule 7.2 (Payments on Termination);
Maximum Exit Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Maximum Permitted Profit Margin	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Maximum Savings Payment Amount	has the meaning given in Schedule 7.6 (Savings Payments);
Maximum Unrecovered Costs Payment	has the meaning given in Schedule 7.2 (Payments on Termination);
Measurement Period	a period of one Month during the Term, with the first Measurement Period commencing on the Operational Service Commencement Date;
Mediator	has the meaning given in Schedule 8.3 (Dispute Resolution Procedure);
Milestone	an Implementation Milestone or a Non-implementation Milestone as applicable;
Milestone Achievement	the certificate to be granted by the Authority when the Supplier has Achieved a Milestone, which shall be in substantially the same form as

Certificate	that set out in Annex 3 of Schedule 6.2 (Testing Procedures);
Milestone Adjustment Payment Amount	in respect of each Milestone the subject of a Milestone Adjustment Payment Notice, an amount determined in accordance with the formula: A - B where: A = 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 that Milestone; and B = an amount equal to the aggregate Allowable Price for the Retained Deliverables relating to that Milestone or, if there are no such Retained Deliverables, zero;
Milestone Date	the target date set out against the relevant Milestone in the Implementation Plan or Additional Operational Services Implementation Plan or in the relevant Security Plan (as applicable) by which the Milestone must be Achieved;
Milestone Payment	an Implementation Milestone Payment or a Non-implementation Milestone Payment (as the case may be);
Minor KPI Failure	shall be as set out against the relevant Key Performance Indicator in Table 1 of Part I of Annex 1 of Schedule 2.2 (Performance Levels);
Minor SPI Failure	shall be as set out against the relevant Subsidiary Performance Indicator in Annex 1 of Schedule 2.2 (Performance Levels);
Mobile Patrol	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
Mobile Patrol Services	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Mobile Patrol Services Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Mobile Patrol Hourly Charge	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Month	a calendar month and **monthly** shall be interpreted accordingly;
Multi-Party Dispute	has the meaning given in Schedule 8.3 (Dispute Resolution Procedure);
Multi-Party Dispute Representatives	has the meaning given in Schedule 8.3 (Dispute Resolution Procedure);
Multi-Party Dispute Resolution Board	has the meaning given in Schedule 8.3 (Dispute Resolution Procedure);
Multi-Party Dispute Resolution Procedure	has the meaning given in Paragraph 10.1 of Schedule 8.3 (Dispute Resolution Procedure);
Multi-Party Procedure Initiation Notice	has the meaning given in Paragraph 10.2 of Schedule 8.3 (Dispute Resolution Procedure);
Network Diagnostic	has the meaning given to it in Schedule 2.1 (Statement of

Test	Requirements);
Network Diagnostic Test Target Time	has the meaning given to it in Schedule 2.2 (Performance Levels);
Net Book Value	has the meaning given to it in Schedule 8.5 (Exit Management);
New Fair Deal	has the meaning given in Schedule 9.1 (Staff Transfers);
New Fair Deal Pension Costs	has the meaning given in Schedule 7.1 (Charges and Invoicing);
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;
Nominated Authority Contacts	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
Non Attendance	has the meaning given in Schedule 2.2 (Performance Levels);
Non-Aegis Existing AACS (or Non-Aegis Existing Automated Access Control System)	the automated access control system(s) that form(s) part of the Existing Systems, excluding the Aegis Existing AACS;
Non-Exclusive Assets	has the meaning given to it in Schedule 8.5 (Exit Management);
Non-implementation Milestone	an event or task described in Annex 1A of Schedule 7.1 (Charges and Invoicing);
Non-implementation Milestone Payment	a milestone payment set out in Annex 1A of Schedule 7.1 (Charges and Invoicing);
Non-Transferred Account Management Personnel	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Non-Transferred Security Officers	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Non-Transferred Security Officer Hourly Charge	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Non-Transferred Security Officer Hourly Wage Cost	has the meaning given in Schedule 7.1 (Charges and Invoicing);
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;
Notice	has the meaning given in Schedule 8.3 (Dispute Resolution Procedure);

Notifiable Default	shall have the meaning given in Clause 27.1 (Rectification Plan Process);
Notified Sub-contractor	has the meaning given in Schedule 9.1 (Staff Transfers);
Notified Sum	has the meaning given in Schedule 7.1 (Charges and Invoicing);
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; and/or (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 7.5 (Financial Reports and Audit Rights);
Open Source Software	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPRs 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	the Authority System and the Sites;
Operational Change	any change in the Supplier's operational procedures which in all respects, when implemented: (a) will not affect the Charges and will not result in any other costs to the Authority; (b) 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; (c) will not adversely affect the interfaces or interoperability of the Services with any of the Authority's IT infrastructure; and (d) will not require a change to this Agreement;
Operational Phase	means: (a) in respect of Operational Services, the period commencing on the Operational Service Commencement Date and ending on expiry or termination of the Agreement; and

	(b) in respect of Additional Operational Services, the period commencing on the relevant Additional Operational Service Commencement Date and ending on expiry or termination of the Agreement:
Operational Readiness	achieving confirmation from the Authority that the Authority is satisfied that the Supplier is adequately prepared to commence provision of the Operational Services in accordance with the requirements of this Agreement;
Operational Readiness Completion Date	the date falling 1 Month prior to the Operational Service Commencement Date or the Additional Operational Service Commencement Date (as applicable);
Operational Readiness Report	has the meaning given to it in Paragraph 1.1.1 of Part A of Schedule 6.4 (Operational Readiness and Transformation Trials);
Operational Readiness Testing	means the testing to be undertaken in accordance with Schedule 6.4 (Operational Readiness and Transformation Trials) to assess whether the Supplier has achieved Operational Readiness;
Operational Service Commencement Date	means 1 April 2018;
Operational Services	means the services to be delivered by the Supplier from and including the Operational Service Commencement Date as more particularly described in Schedule 2.1 (Statement of Requirements) and/or as otherwise required by or reasonably to be inferred from this Agreement;
OPR Group	has the meaning given in Schedule 8.1 (Governance);
Other Government Departmental Colleagues or **OGD Colleagues**	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
Other Supplier	any supplier to the Authority (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware and which term shall include the Authority Supply Chain Members;
Other Body Worn Cameras Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Other Consultant	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Other Consultant Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Other Lone Worker Device Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Other Private Mobile Radio Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Other Termination Services Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);

Other Transformation Equipment Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Other UCB Service Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Outline Solutions	the Supplier's outline solutions set out in Schedule 13 (Outline Solutions) and references to **Outline Solution** shall be construed accordingly;
Out of Hours	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Overhead Costs	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Panic Alarms	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
Partial Termination	the partial termination of this Agreement to the extent that it relates to the provision of any part of the Services as further provided for in Clauses 35.1 and 35.2 (Termination by the Authority), 35.3 (Termination by the Supplier) and 35.4 and 35.5 (Partial Termination);
Parties and Party	have the meanings respectively given on page 1 of this Agreement;
Performance Failure	a KPI Failure or a SPI Failure;
Performance Indicators	the Key Performance Indicators and the Subsidiary Performance Indicators;
Performance Monitoring Report	has the meaning given to it in Schedule 2.2 (Performance Levels);
Performance Reporting Period	the period for which the Supplier shall provide Performance Monitoring Reports in respect of the relevant Performance Indicators, as specified in the "Reporting Period" column in Annex 1 of Schedule 2.2 (Performance Levels);
Performance Review Meetings	has the meaning given to it in Paragraph 1.4 of Part B of Schedule 2.2 (Performance Levels);
Permit to Work System	has the meaning given in Schedule 2.1 (Statement of Requirements);
Permitted Maintenance	has the meaning given in Clause 9.4 (Maintenance);
Performance Monitoring Report	has the meaning given in Schedule 2.2 (Performance Levels);
Perimeter	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
Personal Data	personal data (as defined in the Data Protection Legislation): (a) which is Processed by the Supplier or any Sub-Contractor on behalf of the Authority or a Central Government Body; or (b) for which one or both of the Parties is Data Controller,

	pursuant to or in connection with this Agreement;
Personal Data Breach	a breach of security leading to the accidental or unlawful destruction, loss, alteration, damage, unauthorised disclosure of, or access to, Personal Data;
Plan	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
Post	has the meaning given to it in Schedule 2.2 (Performance Levels);
Preceding Services	has the meaning given in Clause 5.2.2(a) (Standard of Services);
Pricing Rationale	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Principle Contractor	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
Principle Designer	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
Private Mobile Radio (PMR)	has the meaning given in Schedule 2.1 (Statement of Requirements);
Private Mobile Radio Trials	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Private Mobile Radio Trials Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Private Mobile Radio Unit Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Private Mobile Radio Services	has the meaning given in Schedule 7.1 (Charges and Invoicing);
PRIME Contracts	the contracts between (1) the Authority; and (2) each PRIME Contractor dated 15 December 2003 and relating to the delivery of the PRIME Services;
PRIME Contractors	means (a) Trillium (PRIME) Limited a company registered and incorporated in accordance with the laws of England and Wales registered under number 3258384 and having its registered office at 140 London Wall, London EC2Y 5DN; and (b) Trillium (PRIME) Property GP Limited a company registered and incorporated in accordance with the laws of England and Wales registered under number 3424587 and having its registered office at 140 London Wall, London EC2Y 5DN, and references to **PRIME Contractor** shall be construed accordingly;
PRIME Services	the works and services to be delivered by the PRIME Contractors pursuant to the terms of the PRIME Contracts;
Process	has the meaning given to it under the Data Protection Legislation and **Processed** and **Processing** shall be construed accordingly;
Profit Already Paid	has the meaning given in Schedule 7.2 (Payments on Termination);

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 Agreement; or (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; 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;
Prohibited Employment Grounds	has the meaning given in Schedule 9.3 (Equality);
Prohibited Grounds	has the meaning given in Schedule 9.3 (Equality);
Project	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
Project Board	the body described in Schedule 8.1 (Governance);
Project Services	the project services provided by the Project Supplier in respect of the Authority Estate;
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 Agreement 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 Agreement; but shall not include the Supplier Background IPRs or the Specially Written Software;
Project Supplier	the third party that the Authority has appointed to provide the Project Services;
Public Waiting Areas	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
Quality Management Detailed Solution	the Detailed Solution of that name to be developed by the Supplier pursuant to Annex A of Schedule 2 (Statement of Requirements);

Ratchet	has the meaning given to it in Schedule 2.2 (Performance Levels);
Rating Agency	has the meaning given in Schedule 7.4 (Financial Distress);
Reactive Maintenance	ad hoc and unplanned maintenance provided by the Supplier where: (a) the Authority reasonably suspects that the Security Systems or the Services, or any part of the Security Systems 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 Security Systems or the Services, or any part the Security Systems or the Services, has or may have developed a fault;
Receiving Party	has the meaning given in Schedule 8.2 (Change Control Procedure);
Recipient	has the meaning given in Clause 21.1 (Confidentiality);
Records	has the meaning given in Schedule 8.4 (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 27.4 (Submission of the draft Rectification Plan) or 27.7 (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 27.7 (Agreement of the Rectification Plan); (c) the Supplier failing to rectify a material Default within the later of: (i) 30 Working Days of a notification made pursuant to Clause 27.2 (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 3 Measurement Periods subsequent to the Measurement Period in which the initial Material KPI Failure occurred; (e) the Supplier not Achieving a 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 6 Months for the same (or substantially the same) root cause as that of the original Notifiable Default, save that this limb (f) shall not apply to Notifiable Defaults arising from Severe SPI Failures in respect of Subsidiary Performance Indicator SO03 (as set out in Annex 1 of Schedule 2.2 (Performance Levels));
Rectification Plan Process	the process set out in Clauses 27.4 (Submission of the Rectification Plan) to 27.9 (Agreement of the Rectification Plan);

Redeployment Costs	has the meaning given in Schedule 7.6 (Savings Payments);
Redundancy Costs	has the meaning given in Schedule 7.2 (Payments on Termination);
Redundancy Payment	has the meaning given in Schedule 7.6 (Savings Payments);
Reference Date	has the meaning given to it in Schedule 7.6 (Savings Payments and Overspend Deductions);
Region	has the meaning given to it in Schedule 2.2 (Performance Levels);
Registers	has the meaning given in Schedule 8.5 (Exit Management);
Related Third Party	has the meaning given in Schedule 8.3 (Dispute Resolution Procedure);
Relevant Capital Costs	has the meaning given in Schedule 7.6 (Savings Payments);
Relevant Draft Detailed Solution Submission Date	means: (a) in respect of Operational Services, the date identified in the Implementation Plan; and (b) in respect of Additional Operational Services, the date specified by the Authority;
Relevant Detailed Solution Submission Date	has the meaning given to it in Paragraph 3.1 of Part B to Schedule 6.1 (Implementation and Detailed Solution Development);
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 Agreement 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 Month	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Relevant Preceding Services	has the meaning given in Clause 5.2.2(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;
Relevant Transfer Date	has the meaning given in Schedule 9.1 (Staff Transfer);
Relief Notice	has the meaning given in Clause 33.2 (Authority Cause);

Remedial Adviser	the person appointed pursuant to Clause 29 (Remedial Adviser);
Remedial Adviser Failure	has the meaning given in Clause 29.6 (Remedial Adviser);
Remote Video Response Centre or RVRC	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
Repeat Failure	has the meaning given to it in Schedule 2.2 (Performance Levels);
Replacement Automated Access Control System (or Replacement AACS)	the Supplier's automated access control system described in the Replacement Security Systems Detailed Solution and further defined in Schedule 2.1 (Statement of Requirements);
Replacement Automated Access Control System Completion Date	1 October 2019 or such other dates as may be agreed between the Parties in writing from time to time;
Replacement Security System	the part of the Supplier System to be developed, installed and maintained by the Supplier in accordance with the Replacement Security Systems Detailed Solution and otherwise in accordance with this Agreement, which shall, for the avoidance of doubt, include the Replacement AACS;
Replacement Security Systems Detailed Solution	the Detailed Solution of that name to be developed by the Supplier pursuant to Annex A of Schedule 2 (Statement of Requirements);
Replacement Security System Installation Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Replacement Security System Installation Variable Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Replacement Security System Installation Fixed Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Replacement Security Systems Maintenance Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Replacement Services	any services which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination or Partial Termination of this Agreement, whether those services are provided by the Authority internally and/or by any third party;
Replacement Sub-contractor	has the meaning given in Schedule 9.1 (Staff Transfers);

Replacement Supplier	any third party service provider of Replacement Services appointed by the Authority from time to time (or where the Authority is providing replacement Services for its own account, the Authority);
Replacement Visitor Management Equipment	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Replacement Visitor Management Equipment Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Report	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
Repriced Additional Operational Service	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Request for Estimate	has the meaning given in Schedule 7.2 (Payments on Termination);
Request For Information	a Request for Information under the FOIA or the EIRs;
Required Action	has the meaning given in Clause 30.1.1 (Step-In Rights);
Reserved Matter Authority Representative	the Authority's representative in relation to Reserved Matters appointed by the Authority pursuant to Clause 11.4 (Representatives);
Reserved Matters	means any matter, event or circumstance specified by the Authority to the Supplier from time to time, in connection with which the Supplier shall liaise directly with the Authority via the Reserved Matter Authority Representative (copying in the Supply Chain Integrator (if specified by the Authority)), which shall include but shall not be limited to matters in relation to: (a) dealing with Serious Incidents; (b) decisions relating to changes in the National Threat Level; and (c) any such other matters as may be specified in writing as Reserved Matters from time to time by the Authority, and references to a **Reserved Matter** shall be construed accordingly;
Response	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
Response Protocol	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
Response to Heightened Threat Detailed Solution	the Detailed Solution of that name as further specified in the Statement of Requirements;
Retained Deliverables	has the meaning given in Clause 36.9.2 (Payments by the Supplier);

Risk Register	the register of risks and contingencies that have been factored into any Costs due under this Agreement as set out in the Financial Model;
Security Threat and Risk Assessment Completion Date	1 April 2019;
Risks	for the purpose of Schedule 8.1 (Governance), any significant risks relating to the performance of the Services;
Satisfaction Improvement Report	has the meaning given in Paragraph 5.3 of Part B of Schedule 2.2 (Performance Levels);
Satisfaction Survey	has the meaning given in Paragraph 5.1 of Part B of Schedule 2.2 (Performance Levels);
Satisfaction Survey Feedback	has the meaning given in Paragraph 5.2 of Part B of Schedule 2.2 (Performance Levels);
Savings	has the meaning given to it in Schedule 7.6 (Savings Payments and Overspend Deductions);
Savings Payment	has the meaning given to it in Schedule 7.6 (Savings Payments and Supplier Profit Margin Deductions);
Savings Payment Deduction Threshold	has the meaning given to it in Schedule 2.2 (Performance Levels);
Savings Period	has the meaning given in Schedule 7.6 (Savings Payments);
Savings Proposal	has the meaning given to it in Schedule 7.6 (Savings Payments and Overspend Deductions);
Savings Realisation Date	has the meaning given in Schedule 7.6 (Savings Payments);
Schemes	has the meaning given in Schedule 9.1 (Staff Transfers);
Second Extension Period	has the meaning given in Clause 4.2.2;
Security Incident Classification	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
Security Management Plan	the Supplier's security plan as attached as Annex 2 of Schedule 2.4 (Contract Security Management) and as subsequently developed and revised pursuant to Paragraphs 3 and 4 of Schedule 2.4 (Contract Security Management);
Target Existing Systems Failure Report Time	has the meaning given in Schedule 2.2 (Performance Levels);
Security Officers	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Security Officer Bad Behaviour	has the meaning given to it in Schedule 2.2 (Performance Levels);
Security Officer	has the meaning given in Schedule 7.1 (Charges and Invoicing);

Charges	
Security Officer Increase	has the meaning given in Clause 13.14;
Security Officer Team Leader	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
Security Plan Detailed Solution	the Detailed Solution of that name to be developed by the Supplier pursuant to Annex A of Schedule 2 (Statement of Requirements);
Security Plans	the security plans to be created by the Supplier in accordance with the Security Plan Detailed Solution and Part 2 of Schedule 6.3 (Security Threat and Risk Assessments and Security Plans), each a **Security Plan**;
Security Systems	the security systems (including Replacement Security System) to be installed and maintained by the Supplier in accordance with Schedule 2.1 (Statement of Requirements) and as detailed in the Detailed Solutions;
Security System Network	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
Security Threat and Risk Assessment and Security Plan Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Security Threat and Risk Assessments	the security threat and risk assessments to be created by the Supplier in accordance with the Security Threat and Risk Assessment Detailed Solution, each a Risk Assessment;
Security Threat and Risk Assessment Detailed Solution	the Detailed Solution of that name to be developed by the Supplier pursuant to Annex A of Schedule 2 (Statement of Requirements);
Serious Incidents	has the meaning given in the Security Threat and Risk Assessment Detailed Solution;
Serious Incident Review Group	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
Serious KPI Failure	shall be as set out against the relevant Key Performance Indicator in Table 1 of Part I of Annex 1 of (Schedule 2.2 (Performance Levels));
Serious SPI Failure	shall be as set out against the relevant Subsidiary Performance Indicator in Annex 1 of (Schedule 2.2 (Performance Levels));
Service Charge	the periodic payments made in accordance with Schedule 7.1 (Charges and Invoicing) in respect of the supply of the Operational Services and any Additional Operational Services;
Service Credit Cap	the cap specified for the relevant Contract Year in Annex 4 of Schedule 2.2 (Performance Levels) and prorated for any Contract Year that is less than 12 Months;
Service Credit Unit	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Service Credits	credits payable by the Supplier due to the occurrence of 1 or more KPI failures or SPI Failures, calculated in accordance with Paragraph 3 of

	Part C of Schedule 7.1 (Charges and Invoicing);
Service Downtime	has the meaning given to it in Schedule 2.2 (Performance Levels);
Service Element	any individual element of the Operational Services to be provided by the Supplier as more particularly described in Schedule 2.1 (Statement of Requirements);
Service Exclusion Notice	has the meaning given to it in Clause 32.1 (Service Exclusion);
Service Exclusion Cause	has the meaning given to it in Clause 32.1 (Service Exclusion);
Service Failure Credits	Service Credits accrued by the Supplier as a result of a Performance Failure (where applicable) as specified in the Annex to Schedule 2.2 (Performance Levels);
Service Failure Points	in relation to a: (a) KPI Failure; or (b) SPI Failure, the points that are set out against the relevant Key Performance Indicator and/or Subsidiary Performance Indicator (as the case may be) in the table in Annex 1 of Schedule 2.2 (Performance Levels) (where applicable);
Service Transfer	has the meaning given in Schedule 9.1 (Staff Transfers);
Service Transfer Date	has the meaning given in Schedule 9.1 (Staff Transfer);
Services	(a) the Implementation Services; (b) the Operational Services; (c) any Additional Operational Services; and (d) any other services as otherwise required by or reasonably to be inferred from this Agreement;
Severe KPI Failure	shall be as set out against the relevant Key Performance Indicator in Table 1 of Part I of Annex 1 of Schedule 2.2 (Performance Levels);
Severe SPI Failure	shall be as set out against the relevant Subsidiary Performance Indicator in Annex 1 of Schedule 2.2 (Performance Levels);
Severity Level	has the meaning given in Schedule 6.2 (Testing Procedures);
Short Notice Additional Security Officer Charges	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Short Notice Additional Security Officers	has the meaning given in Clause 13.16;
Shortfall Period	has the meaning given in Schedule 7.2 (Payments on Termination);
SIA	has the meaning given to it in Schedule 2.1 (Statement of

	Requirements);
SIR Group	has the meaning given in Schedule 8.1 (Governance);
Site Acceptance Testing	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
Site Acceptance Tests	tests carried out by the Supplier at an Affected Property to ensure that all Security Systems are working in accordance with the Authority Requirements as such tests are further described in the Statement of Requirements;
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;
Software	Specially Written Software, Supplier Software and Third Party Software;
Software Supporting Materials	has the meaning given in Clause 17.1.2 (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 Agreement, including: (a) any Supplier Background IPRs or Third Party IPRs that are embedded in or which are an integral part of such software; and (b) any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Agreement;
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;
SPI Failure	a failure to meet the Target Performance Level in respect of a Subsidiary Performance Indicator;
Staffing Information	has the meaning given in Schedule 9.1 (Staff Transfer);
Standards	the standards, polices and/or procedures identified in Schedule 2.3 (Standards);

Standards Hub	has the meaning given to it in Schedule 2.3 (Standards);
Statement of Requirements	the statement of requirement set out in Schedule 2.1 (Statement of Requirements);
Step-In Notice	has the meaning given in Clause 30.1 (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) a Force Majeure Event that is materially preventing or materially delaying the performance of the Services or any material part of the Services; (d) the Authority considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this Agreement; (e) the Authority being advised by a regulatory body that the exercise by the Authority of its rights under Clause 30 (Step-In Rights) is necessary; (f) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; and/or (g) a need by the Authority to take action to discharge a statutory duty;
Step-Out Date	has the meaning given in Clause 30.5.2 (Step-In Rights);
Step-Out Notice	has the meaning given in Clause 30.5 (Step-In Rights);
Step-Out Plan	has the meaning given in Clause 30.6 (Step-In Rights);
Sub-contract	any contract or agreement (or proposed contract or agreement) between the Supplier (or a Subcontractor) 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-contractor Costs	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Subsidiary Performance Indicator	the subsidiary performance indicators specified in the Tables in Annex 1 of Schedule 2.2 (Performance Levels);
Successor Body	has the meaning given in Clause 38.4 (Assignment and Novation);
Suggested Challenge	has the meaning given to it in Schedule 2.3 (Standards);

Supplier Change Manager	has the meaning given in Schedule 8.2 (Change Control Procedure);
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 Agreement, 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	Supplier Background IPRs that: (a) the Supplier makes generally available commercially prior to the date of this Agreement (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 COTS Software	Supplier Software (including open source software) that: (a) the Supplier makes generally available commercially prior to the date of this Agreement (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 Network	the network (including all network infrastructure) used by the Supplier to deliver the Services, as further detailed in Schedule 2.1 (Statement of Requirements);
Supplier Non-COTS Background IPRs	Supplier Background IPRs 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 33.1 (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 Agreement;
Supplier Personnel Costs Change in Law	means any Change in Law in respect of: (a) the National Living Wage as detailed in Regulation 4 of the National Minimum Wage Regulations 2015; (b) the National Living Wage as detailed in Regulation 4A of the National Minimum Wage Regulations 2015; (c) employer national insurance contributions;

	(d) the Supplier's Apprenticeship Levy Costs; (e) Auto-Enrolment Employer Pension Contributions and/or (f) any other statute that specifies payments that the Supplier is required to make to, or a levy in respect of, the Account Management Personnel and/or the Security Officers, whether such statute exists as at the Effective Date or is enacted after the Effective Date, and which has the direct effect of increasing the actual expenditure incurred by the Supplier (demonstrated by Supporting Documentation) in respect of Account Management Personnel, Security Officers and/or Apprenticeship Levy Costs (as applicable) in respect of the Services (as can be evidenced by the Supplier with reference to the Financial Model);
Supplier Profit	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Supplier Profit Margin	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Supplier Related Party	all Supplier Personnel, any Affiliate of the Supplier and any directors, officers, employees, agents, consultants and contractors of such Affiliate;
Supplier Representative	the representative appointed by the Supplier pursuant to Clause 11.3 (Representatives);
Supplier Request	has the meaning given in Schedule 8.3 (Dispute Resolution Procedure);
Supplier Savings Account	has the meaning given in Schedule 7.6 (Savings Payments);
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 5 (Software);
Supplier System	the information and communications technology system used by the Supplier in implementing and performing the Services, including the Security Systems, the Software, the Supplier Equipment, the Existing System (when applicable), the Supplier Network (as applicable), configuration and management utilities, calibration and testing tools and related cabling (but excluding the Authority System);
Supplier System Failure	means any circumstance where the Supplier System is not Available in accordance with this Agreement, for whatever reason;
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 80% of the value of the aggregate annual liability cap for that Contract Year as set out in Clause 25.6 (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

	Agreement, including pursuant to: (i) Clause 19 (IPRs Indemnity); (ii) Clause 41.6.2 (Prevention of Fraud and Bribery); and/or (iii) Paragraph 4 of Schedule 7.4 (Financial Distress); (g) the representation and warranty given by the Supplier pursuant to Clause 3.2.1 (Warranties) being materially untrue or misleading; (h) the Supplier committing a material Default under Clause 10.14 (Promoting Tax Compliance) or failing to provide details of steps being taken and mitigating factors pursuant to Clause 10.14 (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 5.6.10 (Services); (ii) Clause 23 (Protection of Personal Data); (iii) Clause 22 (Transparency and Freedom of Information); (iv) Clause 21 (Confidentiality); and (v) Clause 37 (Compliance); and/or in respect of any security requirements set out in Schedule 2.1 (Statement of Requirements), Schedule 2.4 (Security Management) or the Baseline Security Requirements; and/or in respect of any requirements set out in Schedule 9.1 (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 7.3 (Benchmarking); (k) an Insolvency Event occurring in respect of the Supplier or the Guarantor (where a Guarantee has been entered into); (l) a change of Control of the Supplier or a Guarantor (where a Guarantee has been entered into) 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 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; (m) a change of Control of a Key Sub-contractor unless, within 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 15.6 (Appointment of Key Sub-contractors); (n) 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 9.1 (Staff Transfer); (o) 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 Agreement; (p) a failure by the Supplier to comply, in the performance of the Services, with legal obligations in the fields of environmental, social or employment law; (q) where, in the reasonable opinion of the Authority, there is an actual conflict or a potential conflict between the financial, commercial or personal interests of the Supplier and the duties owed to the Authority under the provisions of this Agreement; (r) the Supplier breaches its obligations pursuant to Clauses 5.18 and 5.19; (s) where a guarantee has been entered into, 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); or (t) any failure by the Supplier to adjust the Charges to the reasonably satisfaction of the Authority pursuant to Part D (Excessive Supplier Profit Margin) of Schedule 7.1 (Charges and Invoicing);
Supplier's Final Supplier Personnel List	has the meaning given in Schedule 9.1 (Staff Transfers);
Supplier's Provisional Supplier Personnel List	has the meaning given in Schedule 9.1 (Staff Transfers);
Supply Chain	the Supplier and the Authority Supply Chain Members and its and their sub-contractors, suppliers, agents and consultants, of any tier and all employees and agents engaged by any of them in relation to the Authority Estate;
Supply Chain Cause	has the meaning given in Clause 5.26;
Supply Chain Integrator	the third party that the Authority has appointed to provide the Supply Chain Integrator Services;
Supply Chain Integrator Services	the management and coordination services provided by the Services Integrator in respect of the Authority Supply Chain Members and the Ancillary Third Party Services;
Supporting Documentation	has the meaning given in Paragraph 1.1 of Schedule 7.1 (Charges and Invoicing);
Systems Costs	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Systems Performance Indicator	a Performance Indicator set out under the heading "Systems Performance" in Annex 1 of Schedule 2.2 (Performance Levels);
Target Existing Systems Failure Report Time	has the meaning given to it in Schedule 2.2 (Performance Levels);

Target Fix Times	has the meaning given it in Schedule 2.2 – Performance Levels of the Agreement;
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 2.2 (Performance Levels);
Term	the period commencing on the Effective Date and ending on: (a) the expiry of the Initial Term; (b) the expiry of the First Extension Period or Second Extension Period (as applicable); or (c) earlier termination of this Agreement;
Termination Assistance Notice	has the meaning given in Paragraph 5.1 of Schedule 8.5 (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 8.5 (Exit Management);
Termination Date	the date set out in a Termination Notice on which this Agreement (or a part of it as the case may be) is to terminate;
Termination Estimate	has the meaning given in Schedule 7.2 (Payments on Termination);
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 Agreement on a specified date and setting out the grounds for termination;
Termination Payment	the payment determined in accordance with Schedule 7.2 (Payments on Termination);
Termination Services	the services and activities to be performed by the Supplier pursuant to the Exit Detailed Solution, including those activities listed in Annex 1 of Schedule 8.5 (Exit Management), and any other services required pursuant to the Termination Assistance Notice;
Test Certificate	has the meaning given in Schedule 6.2 (Testing Procedures);
Test Issues	has the meaning given in Schedule 6.2 (Testing Procedures);
Test Issue Management Log	has the meaning given in Paragraph 8.1 in Schedule 6.2 (Testing Procedures);
Tests and Testing	any tests required to be carried out under this Agreement, as further described in Schedule 6.2 (Testing Procedures) and **Tested** shall be construed accordingly;
Test Plan	has the meaning given in Schedule 6.2 (Testing Procedures);
Testing Procedures	has the meaning given in Schedule 6.2 (Testing Procedures);
Test Reports	has the meaning given in Schedule 6.2 (Testing Procedures);
Test Strategy	has the meaning given in Schedule 6.2 (Testing Procedures);

Test Success Criteria	has the meaning given in Schedule 6.2 (Testing Procedures);
Test Witness	has the meaning given in Schedule 6.2 (Testing Procedures);
Testing, Commissioning and Handover Detailed Solution	the Detailed Solution of that name to be developed by the Supplier pursuant to Annex A of Schedule 2 (Statement of Requirements);
Testing Remediation Plan	has the meaning given in Schedule 6.2 (Testing Procedures);
Third Party Beneficiary	has the meaning given in Clause 45.1 (Third Party Rights);
Third Party Contract	has the meaning given in Schedule 7.2 (Payments on Termination);
Third Party COTS IPRs	Third Party IPRs that: (a) the Supplier makes generally available commercially prior to the date of this Agreement (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 Agreement (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;
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 45.1 (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 5 (Software);
Security Threat and Risk Assessments	the security threat and risk assessments to be created by the Supplier in accordance with the Security Threat and Risk Assessment Detailed Solution, each a Risk Assessment;
Time and Materials	has the meaning given to it in Schedule 7.1 (Charges and Invoicing);
Total Costs	has the meaning given in Schedule 7.2 (Payments on Termination);

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Training	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
Transferable Assets	has the meaning given to it in Schedule 8.5 (Exit Management);
Transferable Contracts	has the meaning given to it in Schedule 8.5 (Exit Management);
Transferred Account Management Personnel	has the meaning given to it in Schedule 7.1 (Charges and Invoicing);
Transferred Account Management Personnel Costs Notional Data	has the meaning given to it in Schedule 7.1 (Charges and Invoicing);
Transferred Account Management Personnel Roles Notional Data	has the meaning given to it in Schedule 7.1 (Charges and Invoicing);
Transferred Former Supplier Employee	has the meaning given to it in Schedule 7.1 (Charges and Invoicing);
Transferred Former Supplier Employee Notional Data	has the meaning given to it in Schedule 7.1 (Charges and Invoicing);
Transferred Security Officer	has the meaning given to it in Schedule 7.1 (Charges and Invoicing);
Transferred Security Officer Costs Notional Data	has the meaning given to it in Schedule 7.1 (Charges and Invoicing);
Transferred Security Officer Hourly Charge	has the meaning given to it in Schedule 7.1 (Charges and Invoicing);
Transferring Assets	has the meaning given in Paragraph 6.2(a) of Schedule 8.5 (Exit Management);
Transferring Authority Employees	has the meaning given in Schedule 9.1 (Staff Transfer);
Transferring Contracts	has the meaning given to it in Schedule 8.5 (Exit Management);
Transferring Former Supplier Employee Information	has the meaning given to it in Schedule 7.1 (Charges and Invoicing);

Transferring Former Supplier Employees	has the meaning given in Schedule 9.1 (Staff Transfer);
Transferring Supplier Employees	has the meaning given in Schedule 9.1 (Staff Transfer);
Transformation	means the process through which the Supplier shall transform the Services in accordance with the Authority's objectives as described in the Statement of Requirements;
Transformation Fire and Risk Assessment Training and System Development Charges	has the meaning given to it in Schedule 7.1 (Charges and Invoicing);
Transformation Phase	the period from the date two months after the Effective Date to that date two calendar years after the Operational Services Commencement Date;
Transformation Resource – Threat and Risk Assessments and Security Plans Charge	has the meaning given to it in Schedule 7.1 (Charges and Invoicing);
Transformation Resource – Trialling and Replacement Security Systems Charges	has the meaning given to it in Schedule 7.1 (Charges and Invoicing);
Transformation Services	the services to be provided by the Supplier to deliver the Transformation during the Transformation Phase;
Transformation Trials	has the meaning given in Paragraph 1.1 of Part B of Schedule 6.4 (Operational Readiness and Transformation Trials);
Transformation Trials Charges	has the meaning given to it in Schedule 7.1 (Charges and Invoicing);
Trial Failure	has the meaning given in Paragraph 2.1.2 of Part B of Schedule 6.4 (Operational Readiness and Transformation Trials);
Trial Sites	has the meaning given in Paragraph 1.1 of Part B of Schedule 6.4 (Operational Readiness and Transformation Trials);
Trial Success	has the meaning given in Paragraph 2.1.1 of Part B of Schedule 6.4 (Operational Readiness and Transformation Trials);
Trialling Solution	the Detailed Solution of that name to be developed by the Supplier pursuant to Annex A of Schedule 2 (Statement of Requirements);
UK	the United Kingdom;

UK Threat Level	means the threat level for the United Kingdom from international terrorism as set by the Joint Terrorism Analysis Centre and any relevant successor body;
Unacceptable KPI Failure	(a) Severe KPI Failures occurring in respect of 30% or more of the Key Performance Indicators that are measured in a Measurement Period; and/or (b) Serious KPI Failures occurring for 50% or more of the Key Performance Indicators that are measured in a Measurement Period;
Unlock/Lock Service Charge	has the meaning given to it in Schedule 7.1 (Charges and Invoicing);
Unrecovered Payment	has the meaning given in Schedule 7.2 (Payments on Termination);
Unrecovered Costs	has the meaning given in Schedule 7.2 (Payments on Termination);
Unrecovered Costs Payment	has the meaning given in Schedule 7.2 (Payments on Termination);
Unrecovered Profit	has the meaning given in Schedule 7.2 (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;
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;
Upper Quartile	has the meaning given in Schedule 7.3 (Benchmarking);
User Acceptance Testing	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
User Acceptance Tests	tests carried out by the Supplier at an Affected Property to ensure that users of the Security Systems and the Services are able to use the Security Services and benefit from the Services in accordance with the Authority Requirements as such tests are further described in the Statement of Requirements;
VAT	value added tax as provided for in the Value Added Tax Act 1994;
Variable Staff Costs	has the meaning given to it in Schedule 7.1 (Charges and Invoicing);
Visitor Data	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
Visitor Escort	has the meaning given to it in Schedule 2.1 (Statement of Requirements);
Visitor Management Licence Charge	has the meaning given to it in Schedule 7.1 (Charges and Invoicing);

Visitor Management Support and Maintenance Charge	has the meaning given to it in Schedule 7.1 (Charges and Invoicing);
Visitor Management Support and Maintenance Services	has the meaning given to it in Schedule 7.1 (Charges and Invoicing);
Working Day	any day other than a Saturday, Sunday or public holiday in England and Wales; and
Work Order	has the meaning given to it in Schedule 2.1 (Statement of Requirements).