**Joint Schedule 1 (Definitions)**

* 1. In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
	2. If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
	3. In each Contract, unless the context otherwise requires:
		1. the singular includes the plural and vice versa;
		2. reference to a gender includes the other gender and the neuter;
		3. references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
		4. a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
		5. the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
		6. references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
		7. references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings"** as references to obligations under the Contract;
		8. references to **"Clauses"** and **"Schedules"** are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
		9. references to **"Paragraphs"** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
		10. references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
		11. the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract; and
		12. UKEF is a Crown Body and shall be treated as contracting with the Crown as a whole.
	4. In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

|  |  |
| --- | --- |
| "Additional Insurances" | 1. insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
 |
| "Aerospace Sector Customer" | means the ultimate risk counterparty in respect of an Aerospace Transaction, as specified in the Order Form for the relevant Call-Off Contract (if applicable); |
| “Aerospace Transaction” | means a transaction for the financing of, or other support for, the export of aircraft, aircraft engines and/or other aviation assets and services in respect of which UKEF provides, or intends to provide support to one or more parties to that transaction; |
| "Affected Party" | 1. the party seeking to claim relief in respect of a Force Majeure Event;
 |
| "Affiliates" | 1. 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 of that body corporate from time to time;
 |
| **“Affiliate Firm”** | 1. the law firm, counsel or other professional advisers in any jurisdiction appointed by the Supplier on behalf of UKEF, to provide niche or specialist legal or professional advice in connection with the Deliverables.
 |
| “ Affiliate Firm Fee” | 1. the amounts (exclusive of any applicable VAT or equivalent taxes) charged by the Affiliate Firm to the Supplier andpassed through to UKEF (in respect of UKEF Account Work) or the Aerospace Sector Customer (in respect of any other Services) as part of the Charges in (less any Deductions) in accordance with Framework Schedule 3 (Framework Prices);
 |
| “Annex” | 1. extra information which supports a Schedule;
 |
| "Approval" | 1. the prior written consent of UKEF and "**Approve**" and "**Approved**" shall be construed accordingly;
 |
| "Audit" | 1. UKEF’s right to:
2. verify the accuracy of the Charges and any other amounts payable by UKEF under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);
3. verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;
4. verify the Open Book Data;
5. verify the Supplier’s and each Subcontractor’s compliance with the applicable Law;
6. identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances UKEF shall have no obligation to inform the Supplier of the purpose or objective of its investigations;
7. identify or investigate any circumstances which may impact upon the financial stability of the Supplier, and/or any Subcontractors or their ability to provide the Deliverables;
8. obtain such information as is necessary to fulfil UKEF’s obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;
9. review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;
10. carry out the UKEF’s internal and statutory audits and to prepare, examine and/or certify UKEF's annual and interim reports and accounts;
11. enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which UKEF has used its resources; or
12. verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;
 |
| "Auditor" | 1. UKEF’s internal and external auditors;
2. UKEF’s statutory or regulatory auditors;
3. the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
4. HM Treasury or the Cabinet Office;
5. any party formally appointed by UKEF to carry out audit or similar review functions; and
6. successors or assigns of any of the above;
 |
| "Authority Cause" | 1. any breach of the obligations of UKEF or any other default, act, omission, negligence or statement of UKEF, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which UKEF is liable to the Supplier;
 |
| "BACS" | 1. the Bankers’ Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
 |
| “BCDR Plan” | has the meaning given to it in Clause 35.2 (Business Continuity Disaster Recovery Plan).  |
| "Beneficiary" | 1. a Party having (or claiming to have) the benefit of an indemnity under this Contract;
 |
| "Call-Off Contract" | 1. the contract between UKEF and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
 |
| "Call-Off Contract Period" | 1. the Contract Period in respect of the Call-Off Contract;
 |
| "Call-Off Expiry Date" | 1. the date of the end of a Call-Off Contract as stated in the Order Form;
 |
| "Call-Off Incorporated Terms" | 1. the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
 |
| "Call-Off Initial Period" | 1. the Initial Period of a Call-Off Contract specified in the Order Form;
 |
| "Call-Off Optional Extension Period" | 1. such period or periods beyond which the Call-Off Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form;
 |
| "Call-Off Procedure" | 1. the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Procedure and Award Criteria);
 |
| "Call-Off Special Terms" | 1. any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
 |
| "Call-Off Start Date" | 1. the date of start of a Call-Off Contract as stated in the Order Form;
 |
| "Call-Off Tender" | 1. the tender submitted by the Supplier in response to UKEF’s Statement of Requirements following a Call Off Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
 |
| "Central Government Body" | 1. 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:
	1. Government Department;
	2. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
	3. Non-Ministerial Department; or
	4. Executive Agency;
 |
| "Change in Law" | 1. any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
 |
| "Change of Control" | 1. a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
 |
| "Charges" | the amounts (exclusive of any applicable VAT), payable to the Supplier under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions; |
| "Claim" | 1. any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
 |
| "Commercially Sensitive Information" | 1. the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to UKEF that, if disclosed by UKEF, would cause the Supplier significant commercial disadvantage or material financial loss;
 |
| “Comparable Supply" | 1. the supply of Deliverables to another buyer of the Supplier that are the same or similar to the Deliverables;
 |
| "Compliance Officer" | 1. the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
 |
| "Confidential Information" | 1. means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of UKEF or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as **"confidential"**) or which ought reasonably to be considered to be confidential;
 |
| "Conflict of Interest" | 1. is a conflict between the financial or personal duties of the Supplier, the Supplier Staff and the duties owed to UKEF under the Contract, in the reasonable opinion of UKEF, and includes the meaning set out in the SRA guidance (issued 29 October 2019): <https://www.sra.org.uk/solicitors/guidance/ethics-guidance/conflicts-interest/>), as amended from time to time;
 |
| "Contract" | 1. either the Framework Contract or the Call-Off Contract, as the context requires;
 |
| "Contracts Finder" | 1. the Government’s publishing portal for public sector procurement opportunities;
 |
| "Contract Period" | 1. the term of either a Framework Contract or Call-Off Contract from the earlier of the:
	1. applicable Start Date; or
	2. the Effective Date

until the applicable End Date;  |
| "Contract Value" | 1. the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
 |
| "Contract Year" | 1. a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
 |
| "Control" | 1. control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "**Controlled**" shall be construed accordingly;
 |
| “Controller” | 1. has the meaning given to it in the UK GDPR;
 |
| “Core Terms” | the standard terms and conditions for services which govern how the Supplier must interact with UKEF under the Framework Contract and Call-Off Contracts; |
| "Crown Body" | 1. the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
 |
| "CRTPA" | 1. the Contract Rights of Third Parties Act 1999;
 |
| "Costs" | 1. the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:
	1. the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:
		1. base salary paid to the Supplier Staff;
		2. employer’s National Insurance contributions;
		3. pension contributions;
		4. car allowances;
		5. any other contractual employment benefits;
		6. staff training;
		7. work place accommodation;
		8. work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and
		9. reasonable recruitment costs, as agreed with the Buyer;
	2. costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;
	3. operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and
	4. Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;
2. but excluding:
	1. Overhead;
	2. financing or similar costs;
	3. maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;
	4. taxation;
	5. fines and penalties;
	6. non-cash items (including depreciation, amortisation, impairments and movements in provisions);
 |
| “Data Protection Impact Assessment | 1. an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
 |
| "Data Protection Legislation" | means (i) the UK GDPR as amended from time to time; (ii) the Data Protection Act 2018 as amended from time to time; (iii) Regulations made under the Data Protection Act 2018; (iv) all applicable Law about the Processing of Personal Data;1. UK GDPR
 |
| “Data Protection Liability Cap” | 1. the amount specified in the Framework Award Form.
 |
| "Data Protection Officer" | 1. has the meaning given to it in the UK GDPR;
 |
| "Data Subject" | 1. has the meaning given to it in the UK GDPR;
 |
| "Data Subject Access Request" | 1. a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
 |
| "Deductions" | All Service Credits or any other deduction which UKEF is paid or is payable to UKEF under a Call-Off Contract; |
| "Default" | 1. any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to UKEF;
 |
| "Deliverables" | 1. Services that may be ordered under the Contract including the Documentation;
 |
| "Delivery" | 1. delivery of the relevant Deliverable in accordance with the terms of a Call-Off Contract as confirmed and accepted by UKEF by confirmation in writing to the Supplier. "**Deliver**" and "**Delivered**" shall be construed accordingly;
 |
| "Disaster" | 1. the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the **"Disaster Period**");
 |
| "Disclosing Party" | 1. the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
 |
| "Dispute" | 1. any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English Law or under the Law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
 |
| "Dispute Resolution Procedure" | 1. the dispute resolution procedure set out in Clause 34 (Resolving disputes);
 |
| "Documentation" | descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to UKEF under a Contract as:* 1. would reasonably be required by a competent third party capable of Good Industry Practice contracted by UKEF to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables
	2. is required by the Supplier in order to provide the Deliverables; and/or
	3. has been or shall be generated for the purpose of providing the Deliverables;
 |
| "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; |
| “DPA 2018” | the Data Protection Act 2018; |
| "Due Diligence Information" | any information supplied to the Supplier by or on behalf of UKEF prior to the Start Date; |
| "Effective Date" | 1. the date on which the final Party has signed the Contract;
 |
| "EIR" | 1. the Environmental Information Regulations 2004;
 |
| "Employment Regulations" | 1. the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
 |
| "End Date"  | the earlier of: * 1. the Expiry Date (as extended by any Extension Period exercised by UKEF under Clause 10.2); or
	2. if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
 |
| "Environmental Policy" | 1. to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of UKEF;
 |
| “Estimated Year 1 Charges” | 1. the anticipated total Charges payable by UKEF and/or the Aerospace Sector Customer in the first Contract Year specified in the Order Form;
 |

|  |  |
| --- | --- |
| "Estimated Yearly Charges" | 1. means for the purposes of calculating each Party’s annual liability under clause 11.2 :
2. i)  in the first Contract Year, the Estimated Year 1 Charges; or
3. ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or

    iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period; 1.
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|  |  |
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| "Equality and Human Rights Commission" | 1. the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
 |
| "Existing IPR" | 1. any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
 |
| "Expiry Date" | the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);  |
| "Extension Period" | 1. the Call-Off Optional Extension Period as the context dictates;
 |
| “Financial Institutions” | 1. the banks and/or other financial institutions which will benefit from the guarantee(s) provided by UKEF in relation to an Aerospace Transaction;
 |
| "FOIA" | 1. 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 relevant Government department in relation to such legislation;
 |
| "Force Majeure Event" | 1. any event, occurrence, circumstance, matter or cause affecting the performance by either UKEF or the Supplier of its obligations arising from:
	1. acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;
	2. riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;
	3. acts of a Crown Body, local government or regulatory bodies;
	4. fire, flood or any disaster; or
	5. an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:
		1. any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;
		2. any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and
		3. any failure of delay caused by a lack of funds;
 |
| "Force Majeure Notice" | 1. 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;
 |
| "Framework Award Form" | 1. the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and UKEF;
 |
| "Framework Contract" | 1. the framework agreement established between UKEF and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to UKEF by the Supplier pursuant to the Find a Tender Service (FTS )Notice;
 |
| "Framework Contract Period" | 1. the period from the Framework Start Date until the End Date or earlier termination of the Framework Contract;
 |
| "Framework Expiry Date" | 1. the date of the end of the Framework Contract as stated in the Framework Award Form;
 |
| "Framework Incorporated Terms" | 1. the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
 |
| "Framework Price(s)" | 1. the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
 |
| "Framework Special Terms" | 1. any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
 |
| "Framework Start Date" | 1. the date of start of the Framework Contract as stated in the Framework Award Form;
 |
| "Framework Tender Response" | 1. the tender submitted by the Supplier to UKEF and annexed to or referred to in Framework Schedule 2 (Framework Tender Response);
 |
| "Halifax Abuse Principle" | 1. the principle explained in the CJEU Case C-255/02 Halifax and others;
 |
| "General Anti-Abuse Rule" | * 1. the legislation in Part 5 of the Finance Act 2013 and; and
	2. any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;
 |
| "General Change in Law" | 1. a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
 |
| "Good Industry Practice" | 1. standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
 |
| "Government" | 1. the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
 |
| "Government Data" | the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of UKEF’s Confidential Information, and which:* + 1. are supplied to the Supplier by or on behalf of UKEF; or
		2. the Supplier is required to generate, process, store or transmit pursuant to a Contract;
 |
| "Government Procurement Card" | 1. the Government’s preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card--2;
 |
| “Group of Economic Operators” | 1. means a group of economic operators acting jointly and severally to provide the Deliverables;
 |
| "HMRC" | 1. Her Majesty’s Revenue and Customs;
 |
| "ICT Policy" | 1. the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
 |
| "Impact Assessment" | 1. an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:
	1. details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;
	2. details of the cost of implementing the proposed Variation;
	3. details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;
	4. a timetable for the implementation, together with any proposals for the testing of the Variation; and
2. such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;
 |
| "Indemnifier" | 1. a Party from whom an indemnity is sought under this Contract;
 |
| “Independent Control” | 1. where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and “**Independent Controller**” shall be construed accordingly;
 |
| "Indexation" | 1. the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
 |
| "Information" | 1. has the meaning given under section 84 of the Freedom of Information Act 2000;
 |
| "Information Commissioner" | 1. the UK’s independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
 |
| "Initial Period" | 1. the initial term of a Call- Off Contract specified in the Order Form.
 |
| "Insolvency Event" | * 1. in respect of a person:
	2. a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
	3. a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
	4. a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
	5. a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
	6. an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
	7. it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
	8. being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
	9. where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or
	10. any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the Law of any other jurisdiction;
 |
| "Intellectual Property Rights" or "IPR" | * 1. copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;
	2. applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
	3. all other rights having equivalent or similar effect in any country or jurisdiction;
 |
| "Invoicing Address" | 1. the address to which the Supplier shall Invoice UKEF as specified in the Order Form;
 |
| "IPR Claim" | 1. means any action, suit, claim, demand, Loss or other liability which UKEF or Crown may suffer or incur as a result of any claim that the performance of the Deliverables infringes or allegedly infringes (including the defence of such infringement or alleged infringement) of any third party IPR, used to provide the Deliverable or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to UKEF in the fulfilment of its obligations under a Contract;
 |
| "IR35" | 1. the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: <https://www.gov.uk/guidance/ir35-find-out-if-it-applies>;
 |
| “Joint Controller Agreement” | 1. the agreement (if any) entered into between UKEF and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (*Processing Data*);
 |
| “Joint Controllers” | 1. where two or more Controllers jointly determine the purposes and means of Processing;
 |
| "Key Personnel" | 1. the individuals (if any) identified as such in the Order Form;
 |
| "Key Sub-Contract" | 1. each Sub-Contract with a Key Subcontractor;
 |
| "Key Subcontractor" | 1. any Subcontractor which is not an Affiliate Firm:
	1. which is relied upon to deliver any work package within the Deliverables in their entirety; and/or
	2. which, in the opinion of UKEF performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or
	3. 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 the Call-Off Contract,

and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form; |
| "Know-How" | 1. all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party’s possession before the applicable Start Date;
 |
| "Law" | 1. any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 4(1) EU Withdrawal Act 2018 as amended by EU (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
 |
| "Losses" | 1. means all losses, liabilities, damages, costs, expenses (including legal and professional fees), disbursements, costs of investigation, litigation, settlement, judgment, interest, fines and penalties (including regulatory penalties, fines and expenses) whether arising in contract or tort (including negligence), breach of statutory duty, misrepresentation or otherwise and "Loss" shall be construed accordingly;
 |
| "Man Day" | 1. 7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
 |
| "Man Hours" | 1. the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
 |
| "Management Information" or “MI” | 1. the management information specified in Framework Schedule 5 (Management Information);
 |
| "Marketing Contact" | 1. shall be the person identified in the Framework Award Form;
 |
| “MI Default” | 1. means whentwo (2) MI Reports are not provided in any rolling twelve (12) month period
 |
| "MI Failure" | 1. means when an MI report:
	1. contains any material errors or material omissions or a missing mandatory field; or
	2. is submitted using an incorrect MI reporting Template; or
	3. is not submitted by the reporting date (including where a declaration of no business should have been filed);
 |
| "MI Report" | 1. means a report containing Management Information submitted to UKEF in accordance with Framework Schedule 5 (Management Information);
 |
| "MI Reporting Template" | 1. means the form of report set out in the Annex to Framework Schedule 5 (Management Information) setting out the information the Supplier is required to supply to UKEF;
 |
| "Month" | 1. a calendar month and "**Monthly**" shall be interpreted accordingly;
 |
| "National Insurance" | 1. contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
 |
| "New IPR" | * 1. IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or
	2. IPR in or arising as a result of the performance of the Supplier’s obligations under a Contract and all updates and amendments to the same;
1. but shall not include the Supplier’s Existing IPR;
 |
| "Occasion of Tax Non–Compliance" | 1. where:
	1. any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:
		1. a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
		2. 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 in any jurisdiction; and/or
	2. any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;
 |
| "Open Book Data " | 1. complete and accurate financial and non-financial information which is sufficient to enable UKEF to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:
	1. the Supplier’s Costs broken down against each Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;
	2. operating expenditure relating to the provision of the Deliverables including an analysis showing:
		1. manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade;
		2. a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and
		3. Reimbursable Expenses, if allowed under the Order Form;
	3. Overheads;
	4. all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;
	5. the Supplier Profit achieved over the Framework Contract Period and on an annual basis;
	6. confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;
	7. an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and
	8. the actual Costs profile for each Service Period;
 |
| "Order" | 1. means an order for the provision of the Deliverables placed by UKEF with the Supplier under a Contract;
 |
| "Order Form" | 1. a completed Order Form Template (or equivalent information issued by UKEF) used to create a Call-Off Contract;
 |
| "Order Form Template" | 1. the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
 |
| "Overhead" | 1. those amounts which are intended to recover a proportion of the Supplier’s or the Key Subcontractor’s (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of "Costs";
 |
| "Parliament" | 1. takes its natural meaning as interpreted by Law;
 |
| "Party" | 1. in the context of both the Framework Contract and a Call-Off Contract UKEF or the Supplier. "**Parties**" shall mean both of them where the context permits;
 |
| "Performance Indicators" or "PIs" | 1. the performance measurements and targets in respect of the Supplier’s performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
 |
| "Personal Data" | 1. has the meaning given to it in the UK GDPR;
 |
| “Personal Data Breach” | 1. has the meaning given to it in the UK GDPR;
 |
| “Personnel” | 1. all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
 |
| "Prescribed Person" | 1. a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in ‘Whistleblowing: list of prescribed people and bodies’, 24 November 2016, available online at: <https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies>;
 |
| “Processing” | 1. has the meaning given to it in the UK GDPR;
 |
| “Processor” | 1. has the meaning given to it in the UK GDPR;
 |
| “Processor Personnel” | 1. all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
 |
| "Progress Meeting" | 1. a meeting between UKEF Authorised Representative and the Supplier Authorised Representative;
 |
| "Progress Meeting Frequency" | 1. the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 of the Core Terms as specified in the Order Form;
 |
| “Progress Report” | 1. a report provided by the Supplier indicating the steps taken to achieve Delivery dates;
 |
| “Progress Report Frequency” | 1. the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
 |
| “Prohibited Acts” | * 1. to directly or indirectly offer, promise or give any person working for or engaged by UKEF or any other public body a financial or other advantage to:
		1. induce that person to perform improperly a relevant function or activity; or
		2. reward that person for improper performance of a relevant function or activity;
	2. 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 each Contract; or
	3. committing any offence:
		1. under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
		2. under legislation or common law concerning fraudulent acts; or
		3. defrauding, attempting to defraud or conspiring to defraud UKEF or other public body; or
	4. any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
 |
| “Protective Measures” | 1. appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract.
 |
| "Recipient Party" | 1. the Party which receives or obtains directly or indirectly Confidential Information;
 |
| "Rectification Plan" | 1. the Supplier’s plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (Rectification Plan Template) which shall include:
	1. full details of the Default that has occurred, including a root cause analysis;
	2. the actual or anticipated effect of the Default; and
	3. the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);
 |
| "Rectification Plan Process" | 1. the process set out in Clause 10.5.4 to 10.5.6 (Rectification Plan Process);
 |
| "Regulations" | 1. the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
 |
| “Regulatory Compliance” | 1. means that the Deliverables shall at all times be supplied in accordance with, amongst other things:
* the legal and professional practice rules, codes, principles and proper interpretation of the Law and court decisions in existence in the applicable jurisdiction at the date on which the Deliverable is supplied to UKEF; and
* the standards of professionalism expected by the professional body that registers and authorises individuals (for example, solicitors, registered European lawyers and registered foreign lawyers) and firms of solicitors (or equivalents) to practice and provide legal services in the applicable jurisdiction;
 |
| "Reimbursable Expenses" | 1. the reasonable out of pocket, travel and subsistence (for example, hotel and food) expenses and reasonable other expenses properly and necessarily incurred in the performance of the Services, but not including:
	1. any expenses incurred by the Supplier in the performance of the Services for UKEF Account Work, which were not incurred in accordance with UKEF’s expenses policy current from time to time (if any);
	2. travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless UKEF or the Aerospace Sector Customer otherwise agrees in advance in writing; and
	3. subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
 |
| "Relevant Requirements" | 1. all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
 |
| "Relevant Tax Authority" | 1. HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
 |
| "Reminder Notice" | 1. a notice sent in accordance with Clause 10.7.1 given by the Supplier to UKEF in respect of UKEF Account Work providing notification that payment has not been received on time;
 |
| "Replacement Deliverables" | 1. any deliverables which are substantially similar to any of the Deliverables and which UKEF receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those services are provided by UKEF internally and/or by any third party;
 |
| "Replacement Subcontractor" | 1. a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
 |
| "Replacement Supplier" | 1. any third party provider of Replacement Deliverables appointed by or at the direction of UKEF from time to time or where UKEF is providing Replacement Deliverables for its own account, shall also include UKEF;
 |
| "Request For Information" | 1. a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
 |
| "Required Insurances" | 1. the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
 |
| “Schedules" | 1. any attachment to a Framework Contract or Call-Off Contract which contains important information specific to each aspect of buying and selling;
 |
| "Security Management Plan" | 1. the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
 |
| "Security Policy" | 1. UKEF's security policy (if any), as may be referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been or will be supplied to the Supplier), as updated from time to time and notified to the Supplier;
 |
| "Serious Fraud Office" | 1. the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
 |
| “Service Levels” | 1. any service levels applicable to the provision of the Deliverables under the Call-Off Contract (which, where Call-Off Contract Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
 |
| "Service Period" | 1. has the meaning given to it in the Order Form;
 |
| "Services" | 1. services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
 |
| "Service Transfer" | 1. any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
 |
| "Service Transfer Date" | 1. the date of a Service Transfer;
 |
| "Sites" | 1. any premises (including UKEF Premises, the Supplier’s premises or third party premises) from, to or at which:
	1. the Deliverables are (or are to be) provided; or
	2. the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
 |
| "SME" | 1. an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
 |
| "Special Terms" | 1. any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
 |
| "Specific Change in Law" | 1. a Change in Law that relates specifically to the business of UKEF and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
 |
| "Specification" | 1. the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
 |
| “SRA” | 1. means the Solicitors Regulatory Authority which regulates solicitors, law firms, non-lawyers who can be managers or employees of firms and other types of lawyer (e.g. registered foreign lawyers (RFLS) and registered European lawyers (RELs), in England and Wales (or equivalent organization in other jurisdictions).
 |
| "Standards" | 1. any:
	1. standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;
	2. standards detailed in the specification in Framework Schedule 1 (Specification);
	3. standards detailed by UKEF in the Order Form or agreed between the Parties from time to time;
	4. relevant Government codes of practice and guidance applicable from time to time;
 |
| "Start Date" | 1. in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
 |
| "Statement of Requirements" | 1. a statement issued by UKEF detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
 |
| "Storage Media" | 1. the part of any device that is capable of storing and retrieving data;
 |
| "Sub-Contract" | any contract or agreement (or proposed contract or agreement), with an Affiliate Firm; or any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: * 1. provides the Deliverables (or any part of them);
	2. provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or
	3. is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
 |
| "Subcontractor" | 1. any Affiliate Firm or person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that Affiliate Firm or person;
 |
| "Subprocessor" | 1. any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
 |
| "Supplier" | 1. the person, firm or company identified in the Framework Award Form;
 |
| "Supplier Assets" | 1. all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding UKEF Assets;
 |
| "Supplier Authorised Representative" | 1. the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
 |
| "Supplier's Confidential Information" | * 1. any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;
	2. any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier’s attention or into the Supplier’s possession in connection with a Contract;
	3. Information derived from any of (a) and (b) above;
 |
| **"Supplier's Contract Manager**  | the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs UKEF prior to the appointment; |
| "Supplier Equipment" | 1. the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from UKEF) in the performance of its obligations under this Call-Off Contract;
 |
| “ Supplier Fees” | 1. The amounts (exclusive of any applicable VAT or equivalent taxes and any Affiliate Firm Fees ) charged by the Supplier to UKEF (in respect of UKEF Account Work) or the Aerospace Sector Customer (in respect of any other Services) less any Deductions;
 |
| "Supplier Non-Performance" | 1. where the Supplier has failed to:
	1. provide the Services in accordance with the Service Levels; and/or
	2. comply with an obligation under a Contract;
 |
| "Supplier Profit" | 1. in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions in respect of a Call-Off Contract for the relevant period;
 |
| "Supplier Profit Margin" | 1. in relation to a period or, the Supplier Profit for the relevant period;
 |
| "Supplier Staff" | 1. all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier’s obligations under a Contract;
 |
| "Supply Chain Information Report Template" | 1. the document at Annex 1 of Joint Schedule 12 (Supply Chain Visibility);
 |
| "Supporting Documentation" | 1. sufficient information in writing to enable UKEF to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from UKEF or the relevant Aerospace Sector Customer under the Call-Off Contract detailed in the information are properly payable;
 |
| "Termination Notice" | 1. 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 a Contract on a specified date and setting out the grounds for termination;
 |
| "Third Party IPR" | 1. Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
 |
| "Transferring Supplier Employees" | 1. those employees of the Supplier and/or the Supplier’s Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
 |
| "Transparency Information" | 1. the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for –

(i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by UKEF; and1. (ii) Commercially Sensitive Information;
 |
| "Transparency Reports" | 1. the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to UKEF in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
 |
| “UKEF/ UK Export Finance” | 1. UK Export and Finance The Secretary of State for the Department of International Trade acting through the Export Credits Guarantee Department (operating as UK Export Finance) whose offices are located at 1 Horse Guards Road, London SW1A 2HQ
 |
| “UKEF Account Work” | 1. means Services ordered by UKEF, in respect of which it is specified by UKEF [in the relevant Order Form] that UKEF will be responsible for the payment of Charges which Services may include but shall not be limited to:
2. (i) UKEF policy development; and
3. (ii) transactional advice where UKEF determines that an Insolvency Event has affected the relevant Aerospace Sector Customer and UKEF at its sole discretion has agreed to pay for such transaction advice in advance of the Call Off Contract being entered into;
 |
| "UKEF Assets" | 1. UKEF’s infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to UKEF and which is or may be used in connection with the provision of the Deliverables which remain the property of UKEF throughout the term of the Contract;
 |
| "UKEF Authorised Representative" | 1. the representative appointed by UKEF from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
 |
| "UKEF Premises" | 1. premises owned, controlled or occupied by UKEF which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
 |
| "UKEF’s Confidential Information" | * 1. all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of UKEF (including all UKEF Existing IPR and New IPR);
	2. any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to UKEF’s attention or into UKEF’s possession in connection with a Contract; and
1. information derived from any of the above;
 |
| "UK GDPR" | 1. means the General Data Protection Regulation (Regulation (EU) 2016/679) as transposed into United Kingdom national Law by operation of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;
 |
| "Variation" | 1. has the meaning given to it in Clause 24 (Changing the contract);
 |
| "Variation Form" | 1. the form set out in Joint Schedule 2 (Variation Form);
 |
| "Variation Procedure" | 1. the procedure set out in Clause 24 (Changing the contract);
 |
| "VAT" | 1. value added tax in accordance with the provisions of the Value Added Tax Act 1994;
 |
| "VCSE" | 1. a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
 |
| "Worker" | 1. any one of the Supplier Staff which UKEF, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables; and
 |
| "Working Day" | 1. any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.
 |