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HMPO SCANNING, VALIDATION AND STORAGE SERVICES

SCHEDULE 1

DEFINITIONS

Version: Final 130520

SCHEDULE 1

Definitions

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

"Accounting Reference Date"	means in each year, the date to which the Supplier prepares its annual audited financial statements;
"Accreditation"	Not Used
"Accreditation Decision"	Not Used
"Accreditation Plan"	Not Used
"Achieve"	means: (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 and Assurance Procedures*), and **"Achieved"** and **"Achievement"** shall be construed accordingly;
"Achieved Profit Margin"	Not Used
"Acquired Rights Directive"	means the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;

"Actual Profit"	means in relation to any Profit Share Assessment Point, the total accumulated operating profit calculated as Actual Revenue less actual Costs (including accruals and prepayments but excluding provisions) in the corresponding Profit Share Period(s).
"Actual Profit Percentage"	means in relation to any Profit Share Assessment Point is the Actual Profit for the Profit Share Assessment Point divided by the Actual Revenue for the Profit Share Assessment Point, expressed as a percentage
"Actual Revenue"	means the total accumulated turnover of the Supplier, excluding any payments arising from implementation, incentive payments, Pass-Through Costs and any payments or gains arising from the Gain Share Calculation;
"Actuary"	means a Fellow of the Institute and Faculty of Actuaries;
"Additional Assurance Documentation"	means as described in paragraph 3.13 of Schedule 6.2 (*Testing and Assurance Procedures*);
"Adjustment Date"	has the meaning set out in Schedule 7.1 (*Charges and Invoicing*);
"**Administering Authority**"	Not Used
"Admission Agreement"	means either or both of the CSPS Admission Agreement (as defined in Annex D1: CSPS) or the LGPS Admission Agreement) as defined in Annex D3: LGPS) of Schedule 9.1 (*Staff Transfer*) as the context requires;
"Affected Party"	means the Party seeking to claim relief in respect of a Force Majeure Event;

"Affiliate" means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;

"Allowable Assumptions" Not Used

"Allowable Price" means in relation to the Retained Deliverables relating to a CPP Milestone, if any, an amount determined in accordance with the formula:

A – B

where:

(a) A is an amount equal to the Costs incurred by the Supplier in providing or developing the relevant Retained Deliverables as reflected in the Financial Model together with an amount equal to the Anticipated Contract Life Profit Margin thereon; and

(b) B is an amount equal to the Allowable Price Adjustment relating to the relevant Retained Deliverables, if any, or if there is no such Allowable Price Adjustment, zero,

provided that the Allowable Price for any Retained Deliverables shall in no circumstances exceed the aggregate amount of the Milestone Payments paid to the Supplier in respect of the Milestones (or in the case of Partial Termination, the Milestones for the parts of the Services terminated) relating to that CPP Milestone;

"Allowable Price Adjustment" has the meaning given in Clause 34.8(c) (Payments by the Supplier);

"Annual Contract Report" has the meaning given in Schedule 7.5 (*Financial Reports and Audit Rights*);

"Annual Revenue" means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as

appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology:

(a) figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12 month period; and

(b) where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date;

"Anticipated Annual Service Profit Margin" means the anticipated Supplier Profit Margin, excluding profit margin attributable to Implementation Services, over a contract year as calculated in the Financial Pricing Model;

"Anticipated Annual Service Threshold Profit Margin" means the anticipated Supplier Service Profit Margin, excluding profit margin attributable to Implementation Services and profit margin attributable to risk mitigation (the risk mitigation mark-up included in worksheet '2.2 - Mark-up - IN' of the Financial Pricing Model), over a contract year as calculated in the Financial Pricing Model;

"Anticipated Average Monthly Service Profit Margin" means the Anticipated Annual Service Profit Margin for any contract year as calculated in the Financial Pricing Model, divided by 12;

"Anticipated Contract Life Service Profit Margin" means the anticipated Supplier Profit Margin, excluding profit margin attributable to Implementation Services, over the Term as calculated in the Financial Pricing Model;

"Application Completeness" means all mandatory sections on the application forms, fees, photographs and expected document have been received and are correct as per the

Authority Instructions;

"Application Programming Interface" or "API"

means a piece of software that facilitates access to the Supplier's application(s) to provide access to business functionality and/or Authority Data to support any relevant Termination Services which conforms to the Government Digital Service API technical and data standards set online at: https://www.gov.uk/guidance/gds-api-technical-and-data-standards

"Applicable Financial Indicators"

means the financial indicators from Paragraph 5.1 of Schedule 7.4 (*Financial Distress*) which are to apply to the Monitored Suppliers as set out in Paragraph 5.2 of this Schedule;

"Applicable Supplier Personnel"

means any Supplier Personnel who:

(i) at the Termination Date:

a) are employees of the Supplier;
b) are Dedicated Supplier Personnel;
c) have not transferred (and are not in scope to transfer at a later date) to the Authority or the Replacement Supplier by virtue of the Employment Regulations; and

(ii) are dismissed or given notice of dismissal by the Supplier within:

d) 40 Working Days of the Termination Date; or
e) such longer period required by Law, their employment contract (as at the Termination Date) or an applicable collective agreement; and

(iii) have not resigned or given notice of resignation prior to the date of their dismissal by the Supplier; and

(iv) the Supplier can demonstrate to the satisfaction of the Authority:

a) are surplus to the Supplier's requirements after the Termination Date notwithstanding its obligation to provide services to its other customers;

b) are genuinely being dismissed for reasons of redundancy; and

c) have been selected for redundancy by the Supplier on objective grounds other than the fact that the Supplier is entitled to reimbursement under this provision in respect of such employees;

"Appropriate Accepted Mitigation"

means a documented mitigation, as agreed between the Parties, to a Financial Distress Event, as follows:

(a) as at the Effective Date as expressly set out in Annex 2 of Schedule 7.4 (*Financial Distress*); and

(b) during the Term of the Agreement, as set out in Paragraph 3.2 of Schedule 7.4 (*Financial Distress*).

All new or amended Appropriate Accepted Mitigations will be recorded in format and location agreed between the Parties (for example in a dedicated and access controlled area of the Virtual Library).

"Approved Sub-Licensee"	means 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;
"Assets"	means all assets and rights used by the Supplier to provide the Services in accordance with this Agreement but excluding the Authority Assets;
"Associated Person"	has the meaning set out at Section 44(4) of the Criminal Finances Act 2017;
"Associates"	means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;
"Assurance"	means written confirmation from a Relevant Authority to the Supplier that the CRP Information is approved by the Relevant Authority;
"Assurance Certificate"	means a certificate issued by the Authority if all applicable Assurance Criteria are met in accordance with Schedule 6.2 (*Testing and Assurance Procedures*)
"Assurance Criteria"	means the criteria against which the Documentary Deliverables will be tested for the purpose of assessing whether they meet the Authority Requirements

"Assurance Failure"	means where a review of a Documentary Deliverable is recorded as unsuccessful because the relevant Assurance Criteria have not been met;
"Assurance Plan"	means a Documentary Deliverable provided by the Supplier and further updated by the Supplier in conjunction with the agreement of the Detailed Implementation Plan, containing a list of all the Documentary Deliverables to be provided and their related Milestones;
"Assurance Procedures for Documentary Deliverables"	means Assurance Procedures detailed in Schedule 6.2 (*Testing and Assurance Procedures*);
"Assurance Success"	means assurance success as set out in Schedule 6.2 (*Testing and Assurance Procedures*);
"ATP Milestone"	means the Milestone linked to Authority to Proceed for the relevant Operational Services set out in the Implementation Plan;
"Audit"	means 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" means:

(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" means the audit and access rights referred to in Schedule 7.5 (*Financial Reports and Audit Rights*);

"Authority Assets" means the Authority Materials, the Authority infrastructure and any other data, software, assets, equipment or other property owned by and/or licensed or leased to the Authority and 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 Change Manager" means the person appointed to that position by the Authority from time to time and notified in writing to the Supplier or, if no person is notified, the Authority Representative;

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

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

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

"Authority Data" means:

(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; or

(b) any Personal Data for which the Authority is the Data Controller;

"Authority IT Strategy" means 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" means the Authority Data together with any materials, documentation, information, programs and codes supplied by the Authority to the Supplier, the IPRs in which:

(a) are owned or used by or on behalf of the Authority; and

(b) are or may be used in connection with the provision or receipt of the Services,

but excluding any Project Specific IPRs, Specially Written Software, Supplier Software, Third Party Software and Documentation relating to Supplier Software or Third Party Software;

"Authority Premises" means 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" means the representative appointed by the Authority pursuant to Clause 11.4 (Representatives);

"Authority Requirements" means the requirements of the Authority set out in Schedules 2.1 (Services Description), 2.2 (Performance Indicators), 2.3 (Standards), 2.4 (Security Management), 2.5 (Insurance Requirements), 6.1 (Implementation Plan), 8.4 (Reports and Records Provisions), 8.5 (Exit Management) and 8.6 (Service Continuity Plan and Corporate Resolution Planning);

"Authority Responsibilities" means the responsibilities of the Authority specified in Schedule 3 (Authority Responsibilities);

"Authority Security Tests" has the meaning given in Schedule 2.4 (*Security Management*);

"Authority's Social Value Requirements" Has the meaning set out in to Schedule 2.6 (Social Value);

"Authority Software" means 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's Sustainability Requirements"	means the 'Authority's Sustainable Development Policy Requirements and Standards' set out in Annex 1 to Schedule 2.6 (*Social Value*);
"Authority System"	means the Authority's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) 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 to Proceed" or "ATP"	means the authorisation to the Supplier to commence the provision of the relevant Operational Services to the Authority, provided by the Authority in the form of a Milestone Achievement Certificate in respect of the ATP Milestone;
"Available"	Not Used
"Balanced Scorecard Report"	has the meaning given in Paragraph 1.1(b) of Part B of Schedule 2.2 (*Performance Levels*);
"Baseline Security Requirements"	means the Authority's baseline security requirements, the current copy of which is contained in Annex 1 of Schedule 2.4 (*Security Management*), as updated from time to time by the Authority and notified to the Supplier;
"Benchmarked Service"	means a Service that the Authority elects to include in a Benchmark Review under Paragraph 2.3 of Schedule 7.3 (*Benchmarking*);
"Benchmarker"	means the independent third party appointed under Paragraph 3.1 of Schedule 7.3 (*Benchmarking*);
"Benchmark Report"	means the report produced by the Benchmarker following the Benchmark Review as further described in Paragraph 5; of Schedule 7.3 (Benchmarking);

"Benchmark Review"	means a review of one or more of the Services carried out in accordance with Paragraph 4 *of Schedule 7.3 (Benchmarking*) to determine whether those Services represent Good Value;
"BCDR Plan"	Not Used
"BCDR Services"	Not Used
"Board Member"	means the initial persons appointed by the Authority and Supplier to the Boards as set out in Annex 1 and any replacements from time to time agreed by the Parties in accordance with Schedule 8.1 (*Governance*);
"Board(s)"	means: (a) the Service Management Board, Executive Oversight Board, and "**Board**" shall mean any of them; and (b) the Supplier's board of directors;
"Board Confirmation"	means the written confirmation from the Board in accordance with Schedule 7.4 (Financial Distress);
"BPO"	means Business Process Outsourcing: outsourced business activities conducted by a Supplier to support the Authority;
"Breach of Security"	means the occurrence of: (a) any unauthorised access to or use of the Services, the Authority Premises, the Sites, the Supplier System, the Authority System and/or any information or data (including the Confidential Information and the Authority Data) used by the Authority, the Supplier or any Sub-contractor in connection with this Agreement; (b) the loss (physical or otherwise) and/or unauthorised disclosure of any information or data (including the Confidential

Information and the Authority Data), including copies of such information or data, used by the Authority, the Supplier or any Sub-contractor in connection with this Agreement; and/or

(c) any part of the Supplier System ceasing to be compliant with the Certification Requirements,

in each case as more particularly set out in the security requirements in Schedule 2.1 (*Services Description*) and the Baseline Security Requirements;

"Breakage Costs Payment" has the meaning given in Schedule 7.2 (*Payments on Termination*);

"Broadly Comparable" means:

(a) in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and/or

(b) in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,

and "**Broad Comparability**" shall be construed accordingly;

"Business Activity Monitoring" or "BAM" means the processes and technologies that enhance situation awareness and enable analysis of critical business

"Business Continuity Plan" has the meaning given in Paragraph 2.2(a)(ii) of Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning)*

"Business Continuity Services"	has the meaning given in Paragraph 4.2(b) of Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning)*
"Business Intelligence" or "BI"	means the umbrella term that includes the applications, infrastructure and tools, and best practices that enable access to and analysis of information to improve and optimise decisions and performance;
"C-19 Contract Change"	has the meaning given in Schedule 13 (Implementation and Covid-19)
"C-19 Change Request"	has the meaning given in Schedule 13 (Implementation and Covid-19)
"C-19 Risk List"	has the meaning given in Schedule 13 (*Implementation and Covid-19*)
"C-19 Risk Meeting"	has the meaning given in Schedule 13 (*Implementation and Covid-19*)
"Cabinet Office Markets and Suppliers Team"	means the UK government's team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;
"Capped ADR"	Not Used
"Carltona Principle"	means the principle explained in the case of *Carltona Limited v Commissioner of Works [1943] 2 ALLER 560 CA*;
"Case Note"	means: (a) case notes that provide a brief summary of actions taken or information which another party may need to view; (b) Structured case notes – which appear in a pre-defined format and may be added automatically or selected from a menu; and/or

(c) Un-structured case notes – which are free text (although guidance as to the formatting and typical content of case notes will be provided);

"Cases – Complex" means cases where there is a level of difficulty in the decision making. These cases often require a range of documents and multiple customer contacts. These cases normally take the longest to complete;

"Cases –Non-Straightforward" means an application (case) which requires either the Supplier or the Authority to contact the customer before the case can be completed;

"Cases – Straightforward" means an application (case) which requires no further contact with the customer and can be issued either automatically (if a renewal) or on first examination by the Authority;

"Cases – Withdrawn" means cases can be withdrawn for two reasons:

(a) customer request – the customer decides not to continue with their application, the Authority will instruct the Supplier to return the documents;

(b) An Authority request – normally due to losing contact with the customer. The Supplier will be instructed to log and retain the documents;

"CEDR" means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;

"Central Government Body" means 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;

"Certification Requirements"	means the requirements set out in Paragraph 7 of Schedule 2.4 (Security Management);
"Certificate of Costs"	has the meaning given in Schedule 7.1 (*Charges and Invoicing*);
"Change"	means any change to this Agreement;
"Change Authorisation Note"	means a form setting out an agreed Contract Change which shall be substantially in the form of Annex 2 of Schedule 8.2 (*Change Control Procedure*);
"Change Communication"	means any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to Schedule 8.2 (*Change Control Procedure*);
"Change Control Procedure"	means the procedure for changing this Agreement set out in Schedule 8.2 (*Change Control Procedure*);
"Change in Law"	means any change in Law which impacts on the performance of the Services which comes into force after the Effective Date;
"Change Management Board"	Not used;

"Change Request"	means a written request for a Contract Change substantially in the form of Annex 1 of Schedule 8.2 (*Change Control Procedure);*
"Charges"	means 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 Service Charge;
"Checkpoint Review"	has the meaning given in Schedule 8.1 (*Governance*);
"CHECK Scheme"	means the CHECK scheme enables penetration testing by National Cyber Security Centre (NCSC) approved companies, employing penetration testing personnel qualified to assess IT systems for HM Government and other public sector bodies (see 'additional information' appendix);
"Churn"	means turnover of customer documents within a period;
"Civil Service Embedded Team" or "CSET"	means a team of Civil Servants provided by the Authority as described in Schedule 3 (*Authority Responsibilities*) under SAO 26;
"Class 1 Transaction"	has the meaning set out in the listing rules issued by the UK Listing Authority;
"CNI"	means Critical National Infrastructure;
"Commercially Sensitive Information"	means the information listed in Schedule 4.2 (Commercially Sensitive Information) comprising the information of a commercially sensitive nature relating to: (a) the pricing of the Services; (b) details of the Supplier's IPRs; and (c) the Supplier's business and investment plans; which the Supplier has indicated to the Authority

	that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Comparable Service"	means in relation to a Benchmarked Service, a service that is identical or materially similar to the Benchmarked Service (including in terms of scope, specification, volume and quality of performance);
"Comparable Supply"	means the supply of services to another customer of the Supplier that are the same or similar to any of the Services;
"Comparable Service"	means in relation to a Benchmarked Service, a service that is identical or materially similar to the Benchmarked Service (including in terms of scope, specification, volume and quality of performance);
"Comparison Group"	means in relation to a Comparable Service, a sample group of organisations providing the Comparable Service identified by the Benchmarker under Paragraph 4.8 of Schedule 7.3 (*Benchmarking*);which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be (in the Benchmarker's professional opinion) fair comparators with the Supplier or which, in the professional opinion of the Benchmarker, are best practice organisations and, where there are a reasonable number of such organisations, referencing only those organisations that are carrying on at least a significant part of their business within the United Kingdom;
"Compensation for Unacceptable KPI Failure"	Not Used;
"Compensation Payment"	has the meaning given in Schedule 7.2 (*Payments on Termination*);
"Condition Precedent"	has the meaning given in Clause 4.2 (*Condition Precedent*);

"Component" means any constituent parts of the infrastructure for a Service, hardware or Software;

"Confidential Information" means:

(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; and

(d) Information derived from any of the above, but not including any Information which:

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

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

(iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this 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 15.11(a) (Supply Chain Protection);

"Contract Amendment Report" means the contract amendment report to be provided by the Supplier to the Authority pursuant to Paragraph 1 of Part B of Schedule 7.5 (Financial Reports and Audit Rights;

"Contract Breakage Costs" means the amounts payable by the Supplier to its Key Sub-contractors or other third parties (as applicable) for terminating all relevant Key Sub-contracts or Third Party Contracts as a direct result of the early termination of this Agreement;

"Contract Change" means any change to this Agreement other than an Operational Change;

"Contract Inception Report" means the initial financial model in a form agreed by the Supplier and the Authority in writing on or before the Effective Date;

"Contract Year"	means: (a) a period of 12 months commencing on the Effective Date; or (b) thereafter a period of 12 months commencing on each anniversary of the Effective Date; provided that the final Contract Year shall end on the expiry or termination of the Term;
"Contracts Finder"	means the online government portal which allows suppliers to search for information about contracts worth over £10,000 (excluding VAT) as prescribed by Part 4 of the Public Contracts Regulations 2015;
"Control"	means the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "**Controls"** and "**Controlled"** shall be interpreted accordingly;
"Controller"	has the meaning given in the GDPR;
"Core Information Management System"	means those information assets, ICT systems and/or Sites which will be used by the Supplier and/or its Sub-contractors to Process Authority Data, together with the associated information management system (including organisational structure, controls, policies, practices, procedures, processes and resources, which the Authority has determined in accordance with Paragraph 4.2 of Schedule 2.4 (*Security Management*) shall be subject to Accreditation;
"Corporate Change Event"	means: (a) any change of Control of the Supplier or a Parent Undertaking of the Supplier;

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

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

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

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

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

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

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

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

	the Supplier Group; and/or (j) any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;
"Corporate Resolution Planning Information"	means, together, the: (a) Group Structure Information and Resolution Commentary; and (b) UK Public Sector and CNI Contract Information;
"Costs"	has the meaning given in Schedule 7.1 (*Charges and Invoicing*);
"**Counter Notice**"	has the meaning given in Paragraph 7.2 of Schedule 8.3 (*Dispute Resolution Process*);
"COVID-19"	means the disease caused by the SARS-CoV-2 virus;
"C-19 Risk List"	has the meaning given in Schedule 13 (*Implementation and Covid-19*)
"CPP Milestone"	means a contract performance point as set out in the Implementation Plan, being the Milestone at which the Supplier has demonstrated that the Supplier Solution or relevant Service is working satisfactorily in its operating environment in accordance with Schedule 6.2 (*Testing and Assurance Procedures*);
"Credit Rating Level"	means a credit rating level as specified in Annex 1 of Schedule *7.4 (Financial Distress);*
"Credit Rating Threshold"	means the minimum Credit Rating Level for each entity in the FDE Group as set out in Annex 3 of Schedule 7.4 (Financial Distress);

"Critical Performance Failure"	means the Supplier accruing Service Credits or Compensation which meet or exceed the Service Credit Cap;
"Critical Service Contract"	means the overall status of this Agreement as determined by the Authority and specified in paragraph 10.1 of Part 2 to Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning*)
"CRP Information"	means the Corporate Resolution Planning Information;
"CRTPA"	means the Contracts (Rights of Third Parties) Act 1999;
"CSPS"	means the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014;
"CSPS Admission Agreement"	means an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;
"CSPS Eligible Employee"	means any Fair Deal Employee who at the relevant time is an eligible employee as defined in the CSPS Admission Agreement;
"CSR Assessment"	has the meaning described in Schedule 2.6 (*Social Value*);

"Data"	means any data which is either protectively marked, customer data or any information belonging to the Authority
"Data Loss Event"	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
"Data Protection Impact Assessment"	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	means: (a) the GDPR, the LED and any applicable national implementing Laws as amended from time to time; (b) the DPA to the extent that it relates to processing of personal data and privacy; and (c) all applicable Law about the processing of personal data and privacy;
"Data Subject"	has the meaning given in the DPA;
"Data Subject Access Request"	means 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;

"Dedicated Supplier Personnel" means all Supplier Personnel then assigned to the Services or any part of the Services. If the Supplier is unsure as to whether Supplier Personnel are or should be regarded as so assigned, it shall consult with the Authority whose view shall be determinative provided that the employee has been materially involved in the provision of the Services or any part of the Services;

"Deductions" means all Service Credits, Compensation for a KPI Failure, Delay Payments or any other deduction which is paid or payable to the Authority under this Agreement;

"Default" means 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, of its Sub-contractors or any Supplier Personnel,

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; or

(b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or

(c) any failure of any Deliverable to provide the performance, features and functionality specified in the Authority Requirements or the Documentation (including any adverse

effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria; or

(d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the Authority Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria;

"Delay" 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;

"Delay Deduction Period" Not Used

"Delay Payments" means the amounts payable by the Supplier to the Authority in respect of a Delay in Achieving a Key Milestone as specified in Schedule 7.1 (*Charges and Invoicing*);

"Delay Payment Rate" has the meaning given in Part C of Schedule 7.1 (*Charges and Invoicing*);

"Deliverable" means an item or feature delivered or to be delivered by the Supplier at or before a Milestone Date or at any other stage during the performance of this Agreement;

"Deliverable Description"	means a document describing a Deliverable, the format and composition of which shall be in accordance with the project and programme management methods specified in Schedule 2.3 (Standards);
"Documentary Deliverables"	means Deliverables that take the form of Documentation;
"Delivery"	means the point at which either the item is received by the Supplier at the Document Handling Unit, or is returned to the customer;
"Department"	means 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; or (b) Non-Ministerial Department.
"Dependent Parent Undertaking"	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into this Agreement, including for the avoidance of doubt the provision of the Services in accordance with the terms of this Agreement;
"Detailed Implementation Plan"	means the plan developed and revised from time to time in accordance with Paragraphs 3 and 4 of Schedule 6.1 (*Implementation Plan*);
"Digitisation"	means the conversion of documents and application forms into a digital format that can be processed by a computer;
"Direction Letter"	has the meaning in Annex D2 to Part D of Schedule 9.1 (*Staff Transfer*)

"Disaster"	means the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part of the Services will be unavailable for period of 24 hours or which is reasonably anticipated will mean that the Services or a material part of the Services will be unavailable for that period;
"Disaster Recovery Plan"	has the meaning given in Paragraph 2.2(a)(iii) of Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning);*
"Disaster Recovery Services"	means the services embodied in the processes and procedures for restoring the Services following the occurrence of a Disaster;
"Disaster Recovery System"	means the system identified by the Supplier in the Supplier Solution which shall be used for the purpose of delivering the Disaster Recovery Services;
"Disclosing Party"	has the meaning given in Clause 21.1 (Confidentiality);
"Disclosing Party Group"	means: (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"	means 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" means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;

"Dispute Resolution Procedure" means the dispute resolution procedure set out in Schedule 8.3 (*Dispute Resolution Procedure*);

"Documentation" means 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"	means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
"DPA"	means the Data Protection Act 2018;
"Due Diligence Information"	means any information supplied to the Supplier by or on behalf of the Authority prior to the Effective Date;
"Effective Date"	means the later of: (a) 18st May 2020; (b) the date on which the Condition Precedent has been satisfied or waived in accordance with Clause 4.2 (Condition Precedent);
"EIRs"	means the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Central Government Body in relation to such Regulations;
"Electronic Data File"	means computer software designed to communicate information between the Authority and the Supplier:

"Emergency Exit"

means any termination of this Agreement which is a:

(a) termination of the whole or part of this Agreement in accordance with Clause 33 (Termination Rights), except where the period of notice given under that Clause is greater than or equal to 6 months;

(b) termination of the provision of the Services for any reason prior to the expiry of any period of notice of termination served pursuant to Clause 33 (Termination Rights); or

(c) wrongful termination or repudiation of this Agreement by either Party;

"Emergency Maintenance"

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

(a) the Authority reasonably suspects that the IT Environment or the Services, or any part of the IT Environment or the Services, has or may have developed a fault, and notifies the Supplier of the same; or

(b) the Supplier reasonably suspects that the IT Environment or the Services, or any part the IT Environment or the Services, has or may have developed a fault;

"Employee Liabilities"

means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:

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

(b) unfair, wrongful or constructive dismissal compensation;

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

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

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

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

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

"Employer Pension Contributions" means:

(a) in respect of CSPS Eligible Employees those sums set out at Clauses 7.1.1 (annual administration charges covering core services), 7.1.5 (employer contributions), 7.1.7 (the ASLC) and 7.1.8 (flat charges applicable to the Partnership Pension Account) of the Admission Agreement;

(b) in respect of NHSPS Eligible Employees, the standard employer contribution rate applicable to NHS Pension Scheme employers during the Term and payable by the Supplier[1] (but no other costs, contributions, charges or surcharges payable by the Supplier to or in respect of the NHS Pension Scheme or in respect of any NHS Premature Retirement Rights, unless otherwise agreed in writing by the Authority);

[1] Currently 14.3%

(c) in respect of LGPS Eligible Employees the standard employer contribution rate applicable to LGPS Eligible Employees during the Term and payable by the Supplier[2] (but no other costs, contributions, charges or surcharges payable by the Supplier to or in respect of the LGPS or in respect of any Beckmann Liabilities, unless otherwise agreed in writing by the Authority); and

such other employer pension contributions, charges or costs incurred by the Supplier which have been expressly agreed by the Authority in writing to constitute 'Employer Pension Contributions';

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

"End User" means any person authorised by the Authority to use the IT Environment and/or the Services;

"Entry Redundancy Surcharge" means a surcharge on the Charges equal in amount to each relevant Redundancy Payment actually paid by the Supplier and/or the Notified Sub-contractor to a Redundant Transferring Former Supplier Employee provided they have been made redundant in accordance with the terms of Annex to Part F of Schedule 9.1 (*Staff Transfer*);

"Equivalent Services Data" means in relation to a Comparable Service, data derived from an analysis of the Comparable Service provided by the Comparison Group as adjusted in accordance with Paragraphs 4.8(a) and 4.9 of Schedule 7.3 (*Benchmarking*) provided that the Benchmarker shall not use any such data that relates to a period which ended more than 36 months prior to the date of the appointment of the Benchmarker;

[2] Currently 14.3%

"Estimated Year 1 Charges"	means the estimated Charges payable by the Authority during the first Contract Year, as set out in the Financial Model;
"Estimated Initial Service Charges"	means the estimated Service Charges payable by the Authority during the period of 12 months from the first Operational Service Commencement Date, as set out in the Financial Model;
"Euro Compliant"	means that: (i) the introduction of the euro within any part(s) of the UK shall not affect the performance or functionality of any relevant items nor cause such items to malfunction, end abruptly, provide invalid results or adversely affect the Authority's business; (ii) all currency-reliant and currency-related functions (including all calculations concerning financial data) of any relevant items enable the introduction and operation of the euro; and (iii) in particular each and every relevant item shall, to the extent it performs or relies upon currency-related functions (including all calculations concerning financial data): (a) be able to perform all such functions in any number of currencies and/or in euros; (b) during any transition phase applicable to the relevant part(s) of the UK, be able to deal with multiple currencies and, in relation to the euro and the national currency of the relevant part(s) of the UK, dual denominations; (c) recognise accept, display and print all the euro currency symbols and alphanumeric codes which may be adopted by any government and other European Union body in relation to the euro; (d) incorporate protocols for dealing with rounding and currency conversion; (e) recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the

national currency of the relevant part(s) of the UK and/or the euro; and

(f) permit the input of data in euro and display an outcome in euro where such data, supporting the Authority's normal business practices, operates in euro and/or the national currency of the relevant part(s) of the UK;

"European Standard" in relation to an electronic invoice means the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;

"Exceptional Circumstances" means:

(a) the circumstances in which a passport may be expedited. This includes but is not limited to:

(b) the death or serious illness of a family member abroad; or

(c) where an original document may need to be transferred to the Authority for an official investigation or criminal evidence

"Exclusive Assets" means those Assets used by the Supplier or a Key Sub-contractor which are used exclusively in the provision of the Services;

"Exit Day" shall have the meaning in the European Union (Withdrawal Act 2018);

"Exit Information" has the meaning given in Schedule 8.5 (*Exit Management*);

"Exit Management"	means 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"**	means the person appointed by each Party pursuant to Paragraph 2.3 for managing the Parties' respective obligations under Schedule 8.5 (*Exit Management*);
"Exit Plan"	means the plan produced and updated by the Supplier during the Term in accordance with Paragraph 4 of Schedule 8.5 (Exit Management);
"Expedited Dispute Timetable"	means the reduced timetable for the resolution of Disputes set out in Paragraph 3 of Schedule 8.3 (*Dispute Resolution Procedure*);
"Expert"	has the meaning given in Schedule 8.3 (*Dispute Resolution Procedure*);
"Expert Determination"	means the process described in Paragraph 6 of Schedule 8.3 (*Dispute Resolution Procedure*);
"Extension Period"	means a period of 2 years plus a possible further 1 year from the end of the Initial Term
"Fair Deal Employees"	means any of the following: (a) Transferring Authority Employees; (b) Transferring Former Supplier Employees; (c) employees who are not Transferring Authority Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Sub-contractor, and whose employment is not terminated in accordance

with the provisions of paragraphs 2.3 (b) of Parts A or B or paragraph 1.2 (b) of Part C; Schedule 9.1 (*Staff Transfer*) and/or

(d) where the Former Supplier becomes the Supplier, employees of the Supplier;

who at the Reference Date are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Authority;

"Fair Deal Schemes"	means the relevant Statutory Scheme or a Broadly Comparable pension scheme;
"Fast-track Change"	means any Contract Change which the Parties agree to expedite in accordance with Schedule 8.2 (*Change Control Procedure*);
"Final Reconciliation Report"	means the final reconciliation report to be provided by the Supplier to the Authority pursuant to Paragraph 1 of Part B of Schedule 7.5 (*Financial Reports and Audit Rights*;
"Financial Distress Event" or "FDE"	means the occurrence of one or more of the events listed in Paragraph 3.1 of Schedule 7.4 (*Financial Distress*);
"Financial Distress Event Group" or "FDE Group"	means the Supplier, Key Sub-contractors, the Guarantor, the Key Sub-contractors' Ultimate Parent and the Monitored Suppliers;
"Financial Distress Remediation Plan"	means 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 set out in Schedule 7.4 (Financial Distress);
"Financial Distress Service Continuity Plan"	means 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 Indicators"	in respect of the Supplier, Key Sub-contractors, the Supplier's Ultimate Parent, and the Guarantor, means each of the financial indicators set out at Paragraph 5.1 of Schedule 7.4 (Financial Distress); and in respect of each Monitored Supplier, means those Applicable Financial Indicators;
"Financial Model"	has the meaning given in Schedule 7.5 (Financial Reports and Audit Rights);
"Financial Pricing Model"	means the Excel template provided by the Authority in Annex 3 of Schedule 7.1 (Charges and Invoicing), for the purpose of returning the Supplier's financial response, which subsequent to any changes arising during due diligence on or before the Effective Date, shall be agreed between the Parties;
"Financial Pricing Model Narrative"	means the narrative of assumptions submitted as part of the Financial Pricing Model documentation which can be found in Annex 3 in Schedule 7.1 (*Charges and Invoicing*);
"Financial Reports"	has the meaning given in Schedule 7.5 (Financial Reports and Audit Rights);
"Financial Representative"	means a reasonably skilled and experienced member of the Supplier's staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the Open Book Data and Financial Reports;
"Financial Target Thresholds"	means the target thresholds for each of the Financial Indicators set out at Schedule 7.4 (Financial Distress);
"Financial Transparency Objectives"	has the meaning given in Schedule 7.5 (Financial Reports and Audit Rights);

"Fixed Price"	has the meaning set out in Schedule 7.1 (*Charges and Invoicing*);
"Fixed Price Service Charge "	has the meaning set out in Schedule 7.1 (*Charges and Invoicing*);
"FOIA"	means 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 any event outside the reasonable control of either Party affecting its performance of its obligations under this Agreement 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 acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel or any other failure in the Supplier's or a Sub-contractor's supply chain;
"Force Majeure Notice"	means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Forecast Contingency Costs"	means the costs which the Supplier forecasts may be incurred in relation to the risks and contingencies that are identified in the Risk Register, such costs being those set out in the column headed 'Forecast Contingency Costs' in the Risk Register (as such costs are updated from time to time);
"Foreign Document"	means any document known to be issued abroad or by an overseas authority (e.g. a foreign embassy in the UK);

"Former Supplier"	means a supplier supplying services to the Authority before the Reference Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);
"Fund Actuary"	means a Fund Actuary as defined in Annex D3 to Part D of Schedule 9.1 (*Staff Transfer*);
"GDPR"	means the General Data Protection Regulation (EU) 2016/679. A legal framework that sets guidelines for the collection and processing of personal information of individuals within the European Union;
"General Anti-Abuse Rule"	means: (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"	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"Good Industry Practice"	means 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"	in relation to a Benchmarked Service, means that: (a) having taken into account the Performance Indicators and Target Service Levels, the value for money of the Charges attributable to that Benchmarked Service is at least as good as the value for money of the Upper Quartile; and (b) any Performance Indicators and Target Service Levels applicable to that Benchmarked Service are, having taken into account the Charges, equal to or better than the median service levels for the Comparable Service using Equivalent Services Data; and
"Goods"	has the meaning given in Clause 9.7 (*Supply of Goods*);
"**Group Structure Information and Resolution Commentary"**	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 11 to 13 and Appendix 1 of Part 2 of Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning);
"Guarantee"	means the deed of guarantee in favour of the Authority entered into by the Guarantor on or about the date of this Agreement (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 Maximum Price"	[redacted]
"Guarantor"	means Sopra Steria Group SA, a company registered in France with company number 326 820 065 00083 and whose registered office is at ZAE Les Glaisins Annecy-Le-Vieux 74940 ANNECY, France;

"Halifax Abuse Principle"	means the principle explained in the CJEU Case C-255/02 Halifax and others;
"Health and Safety Policy"	means 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"	means the single point of contact help desk set up and operated by the Supplier for the purposes of this Agreement;
"HMPO" or "HM Passport Office"	means Her Majesty's Passport Office which is part of the Authority;
"HMRC"	means HM Revenue & Customs;
"ICD"	means Interface Control Document;
"Impact Assessment"	has the meaning given in Schedule 8.2 (Change Control Procedure);
"Impact Assessment Estimate"	Not Used
"Implementation Plan"	means the Outline Implementation Plan or (if and when approved by the Authority pursuant to Paragraph 3 of Schedule 6.1 (Implementation Plan)) the Detailed Implementation Plan as updated in accordance with Paragraph 4 of Schedule 6.1 (Implementation Plan) from time to time;

"Implementation Services"	means the implementation services described as such in the Services Description;
"Implementation Services Commencement Date"	means the date on which the Supplier is to commence provision of the first of the Services, being the Effective Date;
"Incident"	means an occurrence that has caused or resulted in the loss, theft or damage of any Item; Or; a time during which any part of the scanning, validation and storage or associated Supplier computer systems experiences service disruption, unavailability or downtime;
"In-Flight Application"	means an application that has an existing, open record on the Authority's systems;
"Incurred Costs"	in relation to a Milestone, means the sum of: (a) the fixed day costs set out in Schedule 7.1 (*Charges and Invoicing*) multiplied by the number of Man Days that have been expended by the Supplier Personnel in Achieving the relevant Milestone; and (b) any amount that would fall within limbs (b) or (c) of the definition of "Costs" (but subject to exceptions (i) to (vii) in that definition), to the extent that such amount has been incurred in Achieving the relevant Milestone;
"Indemnified Person"	means 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;
"Independent Controller"	has the meaning given in Clause 23 (*Protection of Personal Data*);
"Indexation" and "Index"	means the adjustment of an amount or sum in accordance with Part C; of Schedule 7.1 (Charges and Invoicing);

"Information"	means 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 Management System"	means the Core Information Management System and the Wider Information Management System;
"Initial Term"	means the period of 5 years from and including the Effective Date;
"Initial Upload Date"	means the occurrence of an event detailed in Schedule 8.4 (*Reports and Records Provisions*) Annex 3 (*Virtual Library*) which requires the Supplier to provide its initial upload of the relevant information to the Virtual Library;
"Insolvency Continuity Plan"	has the meaning given in Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning*)
"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; (b) 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 (c) all other rights having equivalent or similar effect in any country or jurisdiction;
"Intervention Cause"	has the meaning given in Clause 29.1 (Remedial Adviser);

"Intervention Notice"	has the meaning given in Clause 29.1 (*Remedial Adviser*);
"Intervention Period"	has the meaning given in Clause 29.2(c) (Remedial Adviser);
"Intervention Trigger Event"	means (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) NOT USED (d) [redacted] (e) [redacted]
"Invitation to Tender" or "ITT"	means documentation published by the Authority and submitted by bidders as part of the procurement competition;
"IPRs Claim"	means 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 Services Description or the provisions of this Agreement;

"IT"	means information and communications technology;
"IT Environment"	means the Authority System and the Supplier System;
"IT Health Check"	has the meaning given Paragraph 8.1.1 of Schedule 2.4 (*Security Management*);
"ITT8"	in relation to Schedule 4.1 (Supplier Solution) means the Supplier;
"Joint Controllers"	means where two or more Controllers jointly determine the purposes and means of processing
"Key Milestone"	means the Milestones identified in the Implementation Plan as key milestones and in respect of which Delay Payments may be payable in accordance with Part C of Schedule 7.1 (*Charges and Invoicing*) if the Supplier fails to Achieve the Milestone Date in respect of such Milestone;
"Key Performance Indicator"	means the key performance indicators set out in Annex 1 of Schedule 2.2 (*Performance Levels*);
"Key Personnel"	means 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"	means 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"	means each Sub-contract with a Key Sub-contractor;
"Key Sub-contractor"	means 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 (as set out in the Financial Model);

"Know-How"	means 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"	means a failure to meet the Service Level in respect of a Key Performance Indicator;
"KPI Service Threshold"	Not Used;
"Law"	means 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;
"LED"	means the Law Enforcement Directive (EU) 2016/680);
"LGPS"	means the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme;
"**LGPS Admission Body**"	means an admission body (within the meaning of Part 3 of Schedule 2 of the Local Government Pension Scheme Regulations 2013);

"**LGPS Eligible Employees**"	means any Fair Deal Employee who at the relevant time is an eligible employee as defined in the LGPS Admission Agreement or otherwise any Fair Deal Employees who immediately before the Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the LGPS or of a scheme Broadly Comparable to the LGPS;
"**LGPS Regulations**"	means the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS;
"Licensed Software"	means 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;
"Linked Application"	means applications received in a single envelope from multiple applicants (normally family members). Enclosed documentation may relate to all, some or one of the applications;
"Logs"	has the meaning given in Clause 23.29 (*Law Enforcement Purposes*);
"Losses"	means 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"	means any software program or code intended to destroy, interfere with, corrupt, or cause

	undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
"Man Day"	means 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"	means the hours spent by the Supplier Personnel properly working on the Services 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"	means the management 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;
"Management Services"	means those management costs that are wholly necessary for the delivery of the Services, but which cannot be readily attributable to the other service lines, and/or are more efficiently delivered through a centralised function, for example as a proportionate and reasonable charge from the corporate centre that directly reflects the level of support provided. Example activities could include managing the interactions between different elements of the service, or contribution to centralised functions, such as payroll, HR, finance or other functions. For any corporate centre charge, the following must apply: (a) the allocations should be reasonable and reflect the degree of activity required for the Agreement; (b) throughout the life of the Agreement, the charge should be consistent with the assumptions made during the bid

unless there has been a significant change in the activities required for the Agreement; and

(c) the allocation methodology should be clear and specific and should not just be a set % allocation which does not reflect actual activity undertaken.

The following requirements are considered within the Management Services cost base:

A. Sub-contractor management;

B. Centralised functions (Payroll, HR or other functions); and

C. Management Information Reporting

Prices will not be derived on an annual basis, instead the monthly price to be paid will represent one twelfth of the annual price calculated from the annual input cost plus mark-up;

"Material Change" means a Change which:

(a) materially changes the profile of the Charges; or

(b) varies the total Charges payable during the Term (as forecast in the latest Financial Model) by £100k or more;

"Material KPI Failure"

(a) Not Used;

(b) Not Used;

(c) Not Used;

"Material PI Failure"

(a) Not Used;

(b) Not Used;

"Material Test Issue"	means a Test Issue of Severity Level 1 or Severity Level 2;
"Maximum Permitted Profit Margin"	Not Used
"Measurement Period"	in relation to a Key Performance Indicator or Performance Indicator, means the period over which the Supplier's performance is measured (for example, a Service Period if measured monthly or a 12 month period if measured annually);
"Mediation Notice"	has the meaning given in Paragraph 4.2 in Schedule 8.3 (*Dispute Resolution Procedure*);
"Mediator"	means the independent third party appointed in accordance with Paragraph 5.2 in Schedule 8.3 (Dispute Resolution Procedure) to mediate a Dispute;
"Metadata"	means a set of Data that describes and gives information about other Data;
"Milestone"	means an event or task described in the Implementation Plan which, if applicable, shall be completed by the relevant Milestone Date;
"Milestone Achievement Certificate"	means the certificate to be granted by the Authority when the Supplier has Achieved a Milestone, which shall be in substantially the same form as that set out in Annex 3 of Schedule 6.2 (*Testing and Assurance Procedures*);

"Milestone Adjustment Payment Amount"	means in respect of each CPP Milestone the subject of a Milestone Adjustment Payment Notice, an amount determined in accordance with the formula: A – B where: (a) A is an amount equal to the aggregate sum of all Milestone Payments paid to the Supplier in respect of the Milestones (or in the case of Partial Termination, the Milestones for the parts of the Services terminated) relating to that CPP Milestone; and (b) B is an amount equal to the aggregate Allowable Price for the Retained Deliverables relating to that CPP Milestone or, if there are no such Retained Deliverables, zero;
"Milestone Adjustment Payment Notice"	has the meaning given in Clause 34.7 (Payments by the Supplier);
"Milestone Date"	means the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
"Milestone Group"	has the meaning given in Paragraph 1.5 of Part B in Schedule 7.1 (*Charges and Invoicing)*;
"Milestone Payment"	means a payment identified in Schedule 7.1 (*Charges and Invoicing*) to be made following the issue of a Milestone Achievement Certificate;
"Milestone Retention"	has the meaning given in Schedule 7.1 (Charges and Invoicing);
"Minor KPI Failure"	Not used;

"Modern Digital Business Mission Board" or "MDB"	has the meaning given in Schedule 6.1 (Implementation Plan);
"Monitored Suppliers"	shall have the meaning given at Paragraph 5.2 of Schedule 7.4 (*Financial Distress*);
"month"	means a calendar month and **"monthly"** shall be interpreted accordingly;
"Multi-Party Dispute"	means a Dispute which involves the Parties and one or more Related Third Parties;
"**Multi-Party Dispute Representatives**"	has the meaning given in Paragraph 9.6 of Schedule 8.3 (*Dispute Resolution Procedure*);
"**Multi-Party Dispute Resolution Board**"	has the meaning given in Paragraph 9.6 of Schedule 8.3 (*Dispute Resolution Procedure*);
"Multi-Party Dispute Resolution Procedure"	has the meaning given in Paragraph 9.1 of Schedule 8.3 (*Dispute Resolution Procedure*);
"Multi-Party Procedure Initiation Notice"	has the meaning given in Paragraph 9.2 of Schedule 8.3 (Dispute Resolution Procedure);
"NDFU"	means the National Document Fraud Unit is central unit within the Home Office. The NDFU is the UK's national centre for identifying travel and identity document fraud;
"Near-Real Time"	refers to the term used in computing to denote system interactions. These should occur in a manner that does not involve delays in the handling of requests and responses, beyond any inevitable delays introduced by the infrastructure components (networks, firewalls, routers, etc.), but does not have to be rigorously synchronised nor completed in sub-millisecond timings;
"Net Book Value"	means the net book value of the relevant Asset(s) calculated in accordance with the depreciation policy of the Supplier set out in the letter in the agreed form from the Supplier to the Authority of the same date as this Agreement;

“New Fair Deal”	means the revised Fair Deal position set out in the HM Treasury guidance: “Fair Deal for staff pensions: staff transfer from central government” issued in October 2013 including: (i) any amendments to that document immediately prior to the Reference Date; (ii) any similar pension protection in accordance with the Annexes D1-D3 inclusive to Part D of Schedule 9.1 as notified to the Supplier by the Authority;
“New Releases”	means an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
"NHS Body"	means has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012;
"NHS Pensions"	means NHS Pensions as the administrators of the NHSPS or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS;
"NHS Pension Scheme Arrears"	means any failure on the part of the Supplier or its Sub-Contractors (if any) to pay employer’s contributions or deduct and pay across employee’s contributions to the NHSPS or meet any other financial obligations under the NHSPS or any Direction Letter in respect of the NHSPS Eligible Employees;
"NHS Pension Scheme Regulations"	means as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any

	subsequent regulations made in respect of the NHSPS, each as amended from time to time;
"NHS Premature	means rights to which any Fair Deal Employee (had they remained in the employment of the Authority, an NHS Body or other employer which participates automatically in the NHSPS);
"NHSPS"	means the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations;
"NHSPS Eligible Employees"	means each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the NHSPS as a result of either: (a) their employment with the Authority, an NHS Body or other employer which participates automatically in the NHSPS; or (b) their employment with a Former Supplier who provides access to the NHSPS pursuant to an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal and were permitted to re-join the NHSPS, having been formerly in employment with the Authority, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier), and, in each case, being continuously engaged for more than

fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services).

For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter or other NHSPS "access" facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Eligible Employee;

"Non-Available"	in relation to the IT Environment or the Services, means that the IT Environment or the Services are not Available;
"**Non-Exclusive Assets"**	means those Assets (if any) which are used by the Supplier or a Key Sub-contractor in connection with the Services but which are also used by the Supplier or Key Sub-contractor for other purposes of material value;
"Non-Party IPRs"	means the IPRs as described in Clause 19A.2 (Open Source Publication);
"Non-retained Deliverables"	means in relation to a CPP Milestone Payment Notice and each CPP Milestone the subject of that CPP Milestone Payment Notice, Deliverables provided to the Authority which relate to the relevant CPP Milestone(s) and which are not Retained Deliverables;
"Non-trivial Customer Base"	means 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;
"Notifiable Default"	shall have the meaning given in Clause 27.1(Rectification Plan Process);

"Notified Sub-contractor"	means a Sub-contractor identified in the Annex to Part G of Schedule 9.1 (*Staff Transfer*) to whom Transferring Authority Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
"Object Code"	means software and/or data in machine-readable, compiled object code form;
"Occasion of Tax Non-Compliance"	means (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;
"Old Passport"	means the passport being renewed or replaced;

"Onerous Contract Report"	means a report provided by the Supplier pursuant to Paragraph 3 of Part A to Schedule 7.5 (Financial Reports and Audit Rights);
"Open Book Data"	has the meaning given in Schedule 7.5 (Financial Reports and Audit Rights)
"Open Source"	means computer Software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source;
"Open Source Publication Material"	means the material as described in Clause 19A (*Open Source Publication*);
"Operating Environment"	means the Authority System and the Sites;
"Operational Change"	means 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 Hours"	in relation to any Service, means the hours for which that Service is to be operational as set out in Schedule 2.1 (*Services Description*);

"Operational Service Commencement Date"	in relation to an Operational Service, means the later of: (a) the date identified in the Implementation Plan upon which the Operational Service is to commence; and (b) where the Implementation Plan states that the Supplier must have Achieved the relevant ATP Milestone before it can commence the provision of that Operational Service, the date upon which the Supplier Achieves the relevant ATP Milestone;
"Operational Services"	means the operational services described as such in the Services Description;
"Optional Services"	means the services described as such in Schedule 2.1 (*Services Description*) which are to be provided by the Supplier if required by the Authority in accordance with Clause 5.10 (*Option Services*);
"Optional Services Implementation Plan"	means the implementation plan to effect the Optional Services agreed between the Parties prior to the Effective Date and, if not agreed prior to the Effective Date, to be developed by the Supplier and approved by the Authority;
"Ordinary Exit"	means any termination of the whole or part of this Agreement which occurs: (a) pursuant to Clause 33 (Termination Rights) where the period of notice given by the Party serving notice to terminate pursuant to such Clause is greater than or equal to 6 months; or (b) as a result of the expiry of the Initial Term or any Extension Period;
"Orphan Documents"	means documents that cannot be associated to an In-Flight Application;

"Other Supplier"	means 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;
"Outline Implementation Plan"	means the outline plan set out at Annex 1 of Schedule 6.1 (*Implementation Plan*);
"Overhead"	means those amounts which are intended to recover a proportion of the Supplier's or the Key Sub-contractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and accordingly included within limb (a) of the definition of "Costs" or the day cost set out in Schedule 7.1 (*Charges and Invoicing)*;
"Pack"	means a method of containing any and all physical items submitted by the customer, recorded under the application number. The pack will begin upon application and may be added to following a response to a request from the Supplier or the Authority. Items in a pack may include, but are not limited to, documents, passports letters and application forms;
"Parent Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Partial Termination"	means 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 Clause 33.2(b) (*Termination by the Authority*) or 33.3(b) (*Termination by the Supplier*) or otherwise by mutual agreement by the Parties;
"Parties" and **"Party"**	have the meanings respectively given on page 1 of this Agreement;

"Pass Through Costs"	means those costs and expenses in respect of goods and/or services purchased by the Supplier in the provision of the Services and invoiced to the Authority for reimbursement at the purchase price, without any additional Supplier Profit Margin or Charges;
"Pension Benefits"	means any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme;
"Performance Failure"	means a KPI Failure or a PI Failure;
"Performance Indicators"	means the Key Performance Indicators and the Performance Indicators;
"Performance Monitoring Report"	has the meaning given in Schedule 2.2 (*Performance Levels*);
"Performance Review Meeting"	means the regular meetings between the Supplier and the Authority to manage and review the Supplier's performance under this Agreement, as further described in Paragraph 1.5 of Part B of Schedule 2.2 (*Performance Levels*)**;**
"Permitted Maintenance"	has the meaning given in Clause 9.4 (*Maintenance*);
"Personal Data"	has the meaning given in the GDPR
"Personal Data Breach"	has the meaning given in the GDPR
"Personal Data Processing Statement"	sets out: (i) the types of Personal Data which the Supplier and/or its Sub-contractors are Processing on behalf of the Authority; (ii) the categories of Data Subjects whose Personal Data the Supplier and/or its Sub-contractors are Processing on behalf of the Authority; the nature and purpose of such Processing; (iii) the

	locations at which the Supplier and/or its Subcontractors Process Authority Data; and, (iv) the Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect the Authority Data against a Security Breach including a Personal Data Breach, which shall be prepared by the Supplier in accordance with Paragraph 6.4 of this Schedule 2.4 (Security Management) and included in the Risk Management Documentation;
"PI Failure"	means a failure to meet the Service Level in respect of a Performance Indicator;
"PI Service Threshold"	Not Used;
"Plan for Growth"	means the Plan for Growth policy paper published by HM Treasury on 20 March 2013 that can be accessed at https://www.gov.uk/government/publications/plan-for-growth--5
"Planned Successful Assurance Date"	means the date specified in an agreed Test Plan for a proposed date by which Assurance Success will have been achieved pursuant to Schedule 6.2 (Testing and Assurance Procedures);
"Policy"	a means course or principle of action directed the Authority;
"PRADO"	means the Public Register of Authentic travel and identity Documents Online;
"Preceding Services"	Not Used
"Primary Credit Ratings"	means Dun & Bradstreet credit ratings

"Processor"	has the meaning given to it under the GDPR;
"Process Authority Data"	means any operation which is performed on Authority Data, whether or not by automated means, including adapting, altering, collecting, combining, copying, destroying, erasing, organising, publishing retrieving, storing, structuring, transmitting or otherwise using Authority Data;
"Processor Personnel"	means all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement;
"Profit Already Paid"	means the Supplier Profit paid or payable to the Supplier under this Agreement for the period from the Effective Date up to (and including) the Termination Date;
"Profit Share Amount"	means total amount of Profit Share to be apportioned between the Parties in accordance with Part D (Excessive Supplier Profit Margin) of Schedule 7.1 (*Charges and Invoicing*);
"Profit Share Calculation"	has the meaning set out in Schedule 7.1 (*Charges and Invoicing*);
"Profit Share Period"	has the meaning set out in Schedule 7.1 (*Charges and Invoicing*);
"Profit Share Assessment Point"	has the meaning set out in Schedule 7.1 (*Charges and Invoicing*);
"Programme Board"	Not used;
"Prohibited Act"	means (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;

(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 (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017) ; or"

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

"Project Managers" Not used;

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

"Project Specific IPRs" means

(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;

"Public Sector Dependent Supplier"	means a supplier where that Supplier, or that Supplier's Group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;
"Public Sector and CNI Contract Information"	means the information requirements set out in accordance with Paragraphs 11 to 13 and Appendix II of Part 2 of Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning);
"Quality Plans"	has the meaning given in Clause 6.1 (*Quality Plans*);
"Quarter"	means the first three Service Periods and each subsequent three Service Periods (save that the final Quarter shall end on the date of termination or expiry of this Agreement);
"Rating Agencies"	means the rating agencies listed in Annex 1 of Schedule 7.4 (*Financial Distress*) or such other rating agencies as the Authority may decide to use;
"Receiving Party"	means the Party which receives a proposed Contract Change 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*);

"Recovery Point Objective" or "RPO"	is defined by business continuity planning. It is the maximum targeted period in which data transactions might be lost from an IT service due to a major incident;
"Recovery Time Objective" or "RTO"	is the targeted duration of time and a service level within which a business process must be restored after a disaster or disruption, in order to avoid unacceptable consequences associated with a break in business continuity;
"Rectification Plan"	means a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default;
"Rectification Plan Failure"	means (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 27.8 (*Agreement of the Rectification Plan*); (b) the Authority, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Supplier pursuant to Clause 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 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 KPI Failure occurred;

(e) Not Used

(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;

"Rectification Plan Process" means the process set out in Clauses 27.4 (Submission of the Rectification Plan) to 27.9 (Agreement of the Rectification Plan);

"Redundancy Costs" means the total sum of any of the following sums paid to Applicable Supplier Personnel, each amount apportioned between the Supplier and the Authority based on the time spent by such employee on the Services as a proportion of the total Service duration:

(a) any statutory redundancy payment; and

(b) in respect of an employee who was a Transferring Former Supplier Employee or a Transferring Authority Employee, any contractual redundancy payment (or where such a contractual benefit on redundancy is a benefit payable from a pension scheme, the increase in cost to the Supplier as a net present value compared to the benefit payable on termination of employment without redundancy), provided that such employee was entitled to such contractual redundancy payment immediately prior to his or her transfer to the Supplier under the Employment Regulations;

"Redundancy Payment" means the total sum of any of the following sums payable to a Redundant Transferring Former Supplier Employee:

(a) any statutory redundancy payment made in accordance with section 162 Employment Rights Act 1996; or

(b) any contractual redundancy payment (which will be inclusive of any statutory redundancy payment made in accordance with section 162 Employment Rights Act 1996) (or where such a contractual benefit on redundancy is a benefit payable from a pension scheme, the increase in cost to the Supplier as a net present value compared to the benefit payable on termination of employment without redundancy), provided that such Redundant Transferring Former Supplier Employee was entitled to such contractual redundancy payment immediately prior to the Reference Date;

(c) where it is not reasonably practicable to require the Redundant Transferring Former Supplier Employee to work their notice period, in respect of each such employee, 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 at the Reference Date; or

ii) payment in lieu of any such notice entitlement, made pursuant to such terms and conditions of employment, 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);

(d) the cost of outplacement support;

(e) Employer's National Insurance on the above in accordance with the HMRC rules shown at https://www.gov.uk/guidance/rates-and-thresholds-for-employers-2020-to-2021.

"Redundant Transferring Former Supplier Employees" means

(i) any Transferring Former Supplier Employee, who transfers to a Notified Sub-contractor, and/or

(ii) an employee of a Supplier where the employee was immediately prior to the Operational Service Commencement Date employed by the Former Supplier where the Former Supplier becomes the Supplier and, who was wholly and mainly assigned and dedicated to the Services or any part of the Services and in either case who is made redundant in accordance with the provisions of this Annex 1 to Schedule 9.1

"Reference Date" means either:

(a) where the Supplier and Former Supplier are the same entity such that the Employment Regulations do not apply to transfer staff and there is no Relevant Transfer in respect of those employees that remain continuously employed by the Supplier , on the Operational Service Commencement Date; or

(b) the Relevant Transfer Date;

"Reference Material" means guidance provided by the Authority to the Document Handling Units, to define document categories, and the validation activity required for each category to allow relevant risk/vulnerability indicators to be identified and escalated. These activities will include, but are not limited to, visual checks against sources of information provided by the Public Protection Directorate (PPD), NDFU and PRADO;

"Registers" has the meaning given in Schedule 8.5 (*Exit Management*);

"Reimbursable Expenses"	has the meaning given in Schedule 7.1 (Charges and Invoicing);
"Related Service Provider"	means any person who provides services to the Authority in relation to this Agreement from time to time the details of which shall be provided on or after the Effective Date.
"Related Third Party"	means a party to: (a) another contract with the Authority or the Supplier which is relevant to this Agreement; or (b) Sub-contract;
"Relevant Authority"	means the Authority or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;
"Relevant IPRs"	means 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 Preceding Services"	has the meaning given in Clause 5.2(b) (*Standard of Services*);
"Relevant Requirements"	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;

"Relevant Tax Authority"	means HMRC, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;
"Relevant Transfer"	means a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	means in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
"Relief Notice"	has the meaning given in Clause 31.2 (Authority Cause);
"Remedial Action Plan" or "RAP"	has the meaning given in Paragraph 8.3.3(a) of Schedule 2.4 (Security Management);
"Remedial Adviser"	means the person appointed pursuant to Clause 29.2 (*Remedial Adviser*);
"Remedial Adviser Failure"	has the meaning given in Clause 29.6 (Remedial Adviser);
"Replacement Sub-contractor"	means a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
"Replacement Supplier"	means any third party 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);
"Repeat KPI Failure"	has the meaning given in Paragraph 3.1 of Part A of Schedule 2.2 (*Performance Levels*);
"Replacement Services"	means 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;
"Request for Estimate"	means a written request sent by the Authority to the Supplier, requiring that the Supplier provide it with an accurate estimate of the Termination Payment and Compensation Payment that would be payable if the Authority exercised its right under Clause 33.1(a) (*Termination by the Authority*) to terminate this Agreement for convenience on a specified Termination Date;
"Request For Information"	means a Request for Information under the FOIA or the EIRs;
"Request Recipient"	means a recipient as described in Clause 23.24 (*Protection of Personal Data*):
"Required Action"	has the meaning given in Clause 30.1(a) (*Step-In Rights*);
"Required Changes Register"	means is a register which forms part of the Risk Management Documentation which records each of the changes that the Supplier has agreed with the Authority shall be made to the Core Information System and/or the Risk Management Documentation as a consequence of the occurrence of any of the events set out in Paragraphs 6.13.1 to 6.13.8 of Schedule 2.4 (*Security Management*) together with the date on which each such change shall be implemented and the date on which each such change was implemented;
"Resolution Report"	means a formal statement, issued by the Supplier to the Authority, to define the steps taken to identify and resolve any Incident or failure to achieve Service Levels, and to detail the course of action to be taken to prevent reoccurrence;
"Retained Deliverables"	has the meaning given in Clause 34.8(b) (Payments by the Supplier);

"Retirement Benefits Scheme"	means a pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004;
"Retirement Rights"	Not Used
"Returned Queries" or "RQ"	means responses sent in by customers following a query letter sent from either the Authority or the Supplier;
"Review Plan"	means a plan for undertaking the review and approval of a Documentary Deliverable, as described in Schedule 6.2 (*Testing and Assurance Procedures*);
"Review Report"	has the meaning given in of Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning*)
"Risk Management Approval Statement"	means a notice issued by the Authority which sets out the information risks associated with using the Core Information Management System and confirms that the Authority is satisfied that the identified risks have been adequately and appropriately addressed and that the residual risks are understood and accepted by the Authority;
"Risk Management Board"	Not Used
"Risk Management Documentation"	has the meaning given in Paragraph 6.3 of Schedule 2.4 (*Security Management*);
"Risk Management Reject Notice"	has the meaning given in Paragraph 6.7.2 of Schedule 2.4 (*Security Management*);
"Risk Register"	means the register of risks and contingencies that have been factored into any Costs due under this Agreement, described in Schedule 7.1 (*Charges and Invoicing*);
"Satisfaction Survey"	has the meaning given in Schedule 2.2 (*Performance Levels*);

"Scanner"	means a device that captures images and includes; (a) Bulk Scanner, a scanner capable of scanning multiple documents and/or pages at any one time; (b) Flatbed Scanner, a scanner that provides a flat, glass surface to hold a sheet of paper, book or other object for scanning:
"Scanning Validation Storage Delivery Steering Group" or "SG"	has the meaning given in Schedule 6.1 (Implementation Plan);
"Security Assurance"	means the assessment of the Core Information Management System in accordance with Schedule 2.4 (*Security Management*) by the Authority or an independent information risk manager/professional appointed by the Authority, which results in a Security Assurance Decision;
"Security Assurance Decision"	is the decision of the Authority, taken in accordance with the process set out in Schedule 2.4 (*Security Management*), to issue the Supplier with a Risk Management Approval Statement or a Risk Management Rejection Notice in respect of the Core Information Management System;
"Security Assurance Plan"	means the Supplier's plan to attain a Security Assurance Approval Statement from the Authority, which is prepared by the Supplier and approved by the Authority in accordance with Paragraph 6.4 of Schedule 2.4 (*Security Management*);
"Security Management Plan"	Not Used
"Security Policy Framework"	means the standards, best-practice guidelines and approaches that are required to protect UK government assets (people, information and

	infrastructure);
"Security Test"	has the meaning given in Schedule 2.4 (Security Management);
"Serious KPI Failure"	Not Used;
"Service Availability"	Not Used
"Service Charge Trigger Event"	has the meaning given in Schedule 7.1 (*Charges and Invoicing*)
"Service Charges"	means the periodic payments made in accordance with Schedule 7.1 (*Charges and Invoicing*) in respect of the supply of the Operational Services;
"Service Continuity Plan"	means any plan prepared pursuant to Paragraph 2 of Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning)* as may be amended from time to time;
"Service Continuity Services"	means the business continuity, disaster recovery and insolvency continuity services set out in Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning)*;
"Service Credit Cap"	[redacted]
"Service Credits"	means credits payable by the Supplier due to the occurrence of 1 or more KPI Failures, calculated in accordance with Schedule 7.1 (*Charges and Invoicing*);
"Service Downtime"	Not Used

"Service Incident"	means a reported occurrence of a failure to deliver any part of the Services in accordance with the Authority Requirements or the Performance Indicators;
"Service Levels"	means 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 table in Annex 1 of Schedule 2.2 (*Performance Levels*);
"Service Management Board"	means the body described in Schedule 8.1 (*Governance*);
"Service Period"	means a calendar month, save that: (a) the first service period shall begin on the first Operational Service Commencement Date and shall expire at the end of the calendar month in which the first Operational Service Commencement Date falls; and (b) the final service period shall commence on the first day of the calendar month in which the Term expires or terminates and shall end on the expiry or termination of the Term;
"Service Points"	NOT USED
"Services"	means any and all of the services to be provided by the Supplier under this Agreement, including those set out in Schedule 2.1 (*Services Description*);
"Service Transfer"	means any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor;
"Service Transfer Date"	means the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;
"Services Description"	means the services description set out in Schedule 2.1 (*Services Description*);

"Severe KPI Failure"	Not used;
"Severity 1 Service Incident"	Not used
"Severity 2 Service Incident"	Not used
"Severity 3 Service Incident"	Not used
"Severity 4 Service Incident"	Not used
"Severity 5 Service Incident"	Not used
"Severity Level"	means the level of severity of a Test Issue, the criteria for which are described in Schedule 6.1 (*Testing and Assurance Procedures*);
"Shortfall Period"	has the meaning given in Paragraph 6.2 of Schedule 7.2 (*Payments on Termination*)
"SIAM"	means Service Integration and Management (model). Relates to an IT service being provided by more than one capability;
"Sites"	means 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; and/or

(ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; and/or

(b) where:

(i) any part of the Supplier System is situated; and/or

(ii) any physical interface with the Authority System takes place;

"SME"	means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises;
"SME Management Information Reports"	As described in Schedule 2.6 (*Social Value*)
"Social Value Plan"	As described in Schedule 2.6 (*Social Value*)
"Social Value Policy"	As described in Schedule 2.6 (*Social Value*)
"Social Value Report"	As described in Schedule 2.6 (*Social Value*)
"Software"	means Specially Written Software, Supplier Software and Third Party Software;
"Software Supporting Materials"	has the meaning given in Clause 17.1(b) (Specially Written Software and Project Specific IPRs);
"Source Code"	means computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use,

	reproduction, maintenance, modification and enhancement of such software;
"Specially Written Software"	means any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-contractor or other third party on behalf of the Supplier) specifically for the purposes of this Agreement, including any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Agreement;
"Specific Change in Law"	means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;
"SPI Failure"	NOT USED
"SPI Service Threshold"	NOT USED

"Staffing Information"

means in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Authority may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format:

(a) their ages, dates of commencement of employment or engagement, gender and place of work;

(b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise;

(c) consultants, agency workers or otherwise;

(d) the identity of the employer or relevant contracting Party;

(e) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;

(f) their wages, salaries, bonuses and profit sharing arrangements as applicable;

(g) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;

(h) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);

(i) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;

(j) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and

(k) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;

"Standards"	means the standards, polices and/or procedures identified in Schedule 2.3 (*Standards*);
"Standards Hub"	means the Government's open and transparent standards adoption process as documented at http://standards.data.gov.uk/;
"Statement of Information Risk Appetite"	has the meaning given in Schedule 2.4 (*Security Management*);
"Statutory Schemes"	means the CSPS, NHSPS or LGPS as defined in the Annexes in Schedule 9.1 (*Staff Transfer*);
"Step-In Notice"	has the meaning given in Clause 30.1 *(Step-In Rights)*;
"Step-In Trigger Event"	means (a) any event falling within the definition of a Supplier Termination Event;

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

(c) the Authority considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this Agreement;

(d) 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;

(e) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; and/or

(f) a need by the Authority to take action to discharge a statutory duty;

"Step-Out Date" has the meaning given in Clause 30.5(b) (*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*);

"Strategic Supplier" means those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers;

"Sub-contract" means any contract or agreement (or proposed contract or agreement) between the Supplier (or a Sub-contractor) and any third party whereby that third party agrees to provide to the Supplier (or the Sub-contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management,

	direction or control of the Services or any part thereof;
"Sub-contractor"	means any third party with whom: (a) the Supplier enters into a Sub-contract; or (b) a third party under (a) above enters into a Sub-contract, or the servants or agents of that third party;
"Sub-processor"	means any third party appointed to process Personal Data on behalf of the Supplier related to this Agreement;
"Subsidiary Performance Indicator"	NOT USED
"Subsidiary Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Successor Body"	has the meaning given in Clause 36.4 (Assignment and Novation);
"Suggested Challenge"	means a submission to suggest the adoption of new or emergent standards in the format specified on Standards Hub.
"Supplier Background IPRs"	means (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 Change Manager"	means the person appointed to that position by the Supplier from time to time and notified in writing to the Authority or, if no person is notified, the Supplier Representative.
"Supplier COTS Background IPRs"	means any embodiments of 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"	means 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"	means 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's Final Supplier Personnel List"	means a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Service Transfer Date;

"Supplier Group"	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
"Supplier Guidance"	means the written instructions that set out the details of how the Authority's policies and procedures are to be applied by the Supplier in the delivery of the Services;
"Supplier Non-COTS Background IPRs"	means any embodiments of Supplier Background IPRs that have been delivered by the Supplier to the Authority and that are not Supplier COTS Background IPRs;
"Supplier Non-COTS Software"	means Supplier Software that is not Supplier COTS Software;
"Supplier Non-Performance"	has the meaning given in Clause 31.1 (*Authority Cause*);
"Supplier Personnel"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance of the Supplier's obligations under this Agreement;
"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's Proposals"	has the meaning given in Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning*);
"Supplier's Provisional Supplier Personnel List"	means a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged

	as at the date of such list will no longer be provided by the Supplier;
"Supplier Representative"	means the representative appointed by the Supplier pursuant to Clause 11.3 (Representatives);
"Supplier Request"	means a notice served by the Supplier requesting that the Dispute be treated as a Multi-Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute.
"Supplier Responsibility"	means every item, pack and process within the Document Handling Unit. Also, any Supplier-provided equipment, service or support provided to the Authority at any other site;
"Supplier Software"	means 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 Solution"	means the Supplier's solution for the Services set out in Schedule 4.1 (*Supplier Solution*) including any Annexes of that Schedule;
"Supplier System"	means the information and communications technology system used by the Supplier in implementing and performing the Services including the Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Authority System);

"Supplier Termination Event" means

(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(a) (*Financial 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 39.6(b) (*Prevention of Fraud and Bribery*); and/or

(iii) Paragraph 6 of Schedule 7.4 (*Financial Distress*);

(iv) Paragraph 12 of Part 2 to Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning);

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

(h) the Supplier committing a material Default under Clause 10.10 and 10.11 (*Promoting Tax Compliance*) or failing to provide details of steps being taken and mitigating factors pursuant to Clause 10.10 (*Promoting Tax Compliance*) which in the reasonable opinion of the Authority are acceptable;

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

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

(ii) Clause 23 (*Protection of Personal Data);*

(iii) Clause 22 (Transparency and *Freedom of Information*);

(iv) Clause 21 (*Confidentiality*); and

(v) Clause 35 (*Compliance*); and/or

in respect of any security requirements set out in Schedule 2.1 (*Services Description*), 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;

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

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

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

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

(n) a change of Control of a Key Sub-contractor unless, within 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 15.0 (*Appointment of Key Sub-contractors*);

(o) any failure by the Supplier to enter into or to comply with an Admission Agreement under the Annex to either Part A or Part B of Schedule 9.1 (*Staff Transfer*);

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

(q) a failure by the Supplier to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law.

"Supporting Documentation" means sufficient information in writing to enable the Authority reasonably to assess whether the Charges, Reimbursable Expenses and other sums due from the Authority detailed in the information are properly payable, including copies of any applicable Milestone Achievement Certificates or receipts;

"Supporting Documents" means documentary evidence submitted in support of a passport application, including but not limited to passports and ID cards, Birth or Marriage Certificates letters, education certificates or bank statement;

"Sustainability Policy" has the meaning given to it in Schedule 2.6 (Social Value);

"System Response Time"	Not Used
"Target Cost"	has the meaning given in Paragraph 3.1 of Part A in Schedule 7.1 (*Charges and Invoicing*);
"Target Price"	has the meaning given in Paragraph 3.1 of Part A in Schedule 7.1 (*Charges and Invoicing*);
"Target Performance Level"	Not Used
"Time and Materials"	has the meaning set out in Part A of Schedule 7.1 (*Charges and Invoicing*);
"Technical Board"	Not Used:
"Term"	means the period commencing on the Effective Date and ending on the expiry of the Initial Term or any Extension Period or on earlier termination of this Agreement;
"Termination Assistance Notice"	has the meaning given in Paragraph 5.10 of Schedule 8.5 (*Exit Management*);
"Termination Assistance Period"	in relation to a Termination Assistance Notice, means 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"	means 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 Paragraph 11.2 of Schedule 7.2 (*Payments on Termination*);
"Termination Notice"	means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party

	giving the notice to terminate this Agreement (or any part thereof) on a specified date and setting out the grounds for termination;
"Termination Payment"	means the payment determined in accordance with Schedule 7.2 (*Payments on Termination*);
"Termination Services"	means the services and activities to be performed by the Supplier pursuant to the Exit Plan, 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 Assurance Strategy"	Means a strategy that provides assurance to verify the test approach of a testing organisation and adherence to any specialist requirements, including testing standards, testing processes and outputs including testing products or reports;
"Test Certificate"	means a certificate materially in the form of the document contained in Schedule 6.2 (*Testing and Assurance Procedures*) issued by the Authority when a Deliverable has satisfied its relevant Test Success Criteria;
"Test Issues"	has the meaning given in Schedule 6.2 (*Testing and Assurance Procedures*);
"Test Issue Management Log"	means a log for the recording of Test Issues as described further in Schedule 6.2 (*Testing and Assurance Procedure*);
"Test Issue Threshold"	has the meaning given in Schedule 6.2 (Testing and Assurance Procedures);
"Test Plan"	means a plan: (a) for the Testing of Deliverables; and

(b) setting out other agreed criteria related to the achievement of Milestones,

as described further in Paragraph 6; of Schedule 6.2 (*Testing and Assurance Procedure*);

"Testing Quality Audit" means quality audits as described further in Paragraph 12 of Schedule 6.2 (*Testing and Assurance Procedure*);

"Test Reports" means the reports to be produced by the Supplier setting out the results of Tests;

"Test Specification" means the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Schedule 6.2 (*Testing and Assurance Procedure*);

"Test Strategy" means a strategy for the conduct of Testing as described further in Schedule 6.2 (*Testing and Assurance Procedure*);

"Test Success Criteria" has the meaning given in Schedule 6.2 (*Testing and Assurance Procedures*);

"Test Witness" means any person appointed by the Authority pursuant to Paragraph 11 of Schedule 6.2 (Testing and Assurance Procedure);

"Testing Procedures" means the applicable testing procedures and Test Success Criteria set out in Schedule 6.2 (*Testing and Assurance Procedures*);

"Tests" and "Testing" means any tests required to be carried out under this Agreement, as further described in Schedule 6.2 (*Testing and Assurance Procedure*) and "**Tested"** shall be construed accordingly;

"Third Party Auditor" means an independent third party auditor as appointed by the Authority from time to time to confirm the completeness and accuracy of information uploaded to the Virtual Library in accordance with the requirements outlined in Schedule 8.4 (Reports and Records Provisions);

"Third Party Beneficiary"	has the meaning given in Clause 43.1 (*Third Party Rights*);
"Third Party Contracts"	means a contract with a third party entered into by the Supplier exclusively for the purpose of delivering the Services, as listed in Schedule 4.4 (*Third Party Contracts*);
"Third Party COTS IPRs"	means 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"	means 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"	means Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software;
"Third Party Non-COTS IPRs"	means Third Party IPRs that are not Third Party COTS IPRs;
"Third Party Non-COTS Software"	means Third Party Software that is not Third Party COTS Software;
"Third Party Provisions"	has the meaning given in Clause 43.1 (*Third Party Rights*);

"Third Party Software"	means 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*);
"Threat Checking"	means a process that provides assurance that no harmful substances are present in items received by the Authority. Threat checking may include, but is not restricted to, X-raying. Also known as 'mail screening' and 'threat screening';
"Total Costs Incurred"	means the Costs incurred by the Supplier up to the Termination Date in the performance of this Agreement and detailed in the Financial Model (but excluding Contract Breakage Costs, Redundancy Costs and any costs the Supplier would not otherwise be able to recover through the Charges) less any Deductions up to (and including) the Termination Date;
"Traceability"	means mechanisms and processes that enable the Supplier and the Authority to know the location and status of Items at all stages between mail receipt and delivery;
"Tracked Mail"	means mail sent or received using a non-standard delivery service, for example Royal Mail Signed For, tracked or special delivery, or similar service provided by another courier company;
"Transferable Assets"	means those of the Exclusive Assets which are capable of legal transfer to the Authority;
"Transferable Contracts"	means the Sub-contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Authority or any Replacement Supplier to perform the Services or the Replacement Services, including in relation to licences all relevant Documentation;

"Transferring Assets"	has the meaning given in Paragraph 6.2(a) of Schedule 8.5 (*Exit Management*);
"Transferring Authority Employees"	means those employees of the Authority to whom the Employment Regulations will apply on the Relevant Transfer Date;
"**Transferring Contracts"**	has the meaning given in Paragraph 6.2(c) of Schedule 8.5 (*Exit Management*);
"Transferring Former Supplier Employees"	in relation to a Former Supplier, means those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Supplier Employees"	means those employees of the Supplier and/or the Supplier's Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date.
"Transition Plan"	has the meaning given in Schedule 6.1 (*Implementation Plan*);
"Transparency Information"	has the meaning given in Clause 22.1 (*Transparency and Freedom of Information*);
"Transparency Reports"	has the meaning given in Schedule 8.4 (*Reports and Records Provisions*);
"TUPE Redundancy Surcharge"	means a surcharge on the Charges equal in amount to each relevant Redundancy Payment actually paid by the Supplier and/or the Sub-contractor to a Transferring Former Supplier Employee or a Redundant Transferring Former Supplier Employee provided they have been made redundant in accordance with the terms of Schedule 9.1.
"UK"	means the United Kingdom;
"UK Public Sector Business"	means any goods, service or works provision to UK public sector bodies, including Central Government Departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health

	bodies, police, fire and rescue, education bodies and devolved administrations;
"UK Public Sector / CNI Contract Information"	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 11 to 13 and Appendix II of Part 2 of Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning);
"Ultimate Parent"	means the entity (or if there is more than one parent, the ultimate parent entity) that, directly or indirectly, has the power to exercise, or actually exercises, dominant influence or control over the undertaking;
"Ultra Violet" or "UV"	means a type of light used to check for luminescence when validating documents;
"Unacceptable KPI Failure"	Not Used;
"Unrecovered Costs"	means the Costs incurred by the Supplier in the performance of this Agreement (as summarised in the Financial Model) to the extent that the same remain at the Termination Date to be recovered through Charges that but for the termination of this Agreement would have been payable by the Authority after the Termination Date in accordance with Schedule 7.1 (*Charges and Invoicing*) as such Costs and Charges are forecast in the Financial Model;
"Unrecovered Payment"	has the meaning given in Schedule 7.2 (Payments on Termination);
"Unrecovered Profit	means (Total Costs Incurred x Anticipated Contract Life Profit Margin) - Profit Already Paid + Milestone Retentions remaining unpaid at the Termination Date.

"Update Requirement"	means the occurrence of an event detailed in Schedule 8.4 (Reports and Records Provisions) Annex 3 (Virtual Library) which requires the Supplier to update the relevant information hosted on the Virtual Library;
"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"	means any patch, New Release or upgrade of Software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications, but excluding any Update which the Supplier or a third party software supplier (or any Affiliate of the Supplier or any third party) releases during the Term;
"Upper Quartile"	means the top 25% of instances of provision of a Comparable Service by members of the Comparison Group ranked by best value for money to the recipients of that Comparable Service.
"VAT"	means value added tax as provided for in the Value Added Tax Act 1994; and
"Valid"	in respect of an Assurance, has the meaning given to it in Paragraph 11.7 of Part 2 to Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning);
"Validation"	means a basic check of documents for evidence of falsification in order to confirm the physical integrity of supporting documentation. Validation does not include contacting the originator of the document to establish whether they issued it;
"VCSE"	means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"Verification Period"	in relation to an Allowable Assumption, means the period from (and including) the Effective Date to (and including) the date at which the relevant Allowable Assumption expires, as set out against

	the relevant Allowable Assumption in Schedule 7.1 (*Charges and Invoicing*);
"Virtual Library"	means the data repository hosted by the Supplier containing the information about this Agreement and the Services provided under it in accordance with Schedule 8.4 (Reports and Records Provisions);
"Volume Based"	has the meaning set out in Part A of Schedule 7.1 (*Charges and Invoicing*);
"Volume Based Service Charge"	has the meaning set out in Part A of Schedule 7.1 (*Charges and Invoicing*);
"Vulnerability Correction Plan"	Not Used
"Wet Signature"	means a signature that is created when a person physically marks a document, the word "wet" implies that the signature requires time to dry, as it was made with ink;
"Wider Information Management System"	means those information assets, ICT systems and/or Sites which will be used by the Supplier and/or its Sub-contractors to Process Authority Data which have not been determined by the Authority to form part of the Core Information Management System together with the associated information management system (including organisational structure, controls, policies, practices, procedures, processes and resources.
"Wider Sustainability Aims"	means the wider sustainability aims that the Supplier is encouraged to support where possible as set out in Schedule 2.6 (*Social Value*);
"Working Day"	means any day other than a Saturday, Sunday or public holiday in England and Wales.