

SCHEDULE 1

Schedule 1 (Definitions)

The definitions in this Schedule 1 (Definitions and Interpretation) only apply to the extent required to interpret the Schedules and Scope incorporated in this contract. In the event of any ambiguity or inconsistency between these definitions and the definitions in the Call Off Contract Core Clause 11 (as amended) the definitions in the Call Off Contract Core Clause 11 (as amended) take precedence, unless the context otherwise requires.

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

<p>“Accelerated Further Competition”</p>	<p>the accelerated award of a Contract, using the Further Competition process described in Framework Schedule 7 – Call Off Award Procedure.</p>
<p>“Accessed Contracts”</p>	<p>Government Frameworks which are available to the Buyer and which the Buyer can grant access to the Supplier, as per Schedule 10 (Call-Off Schedule 27 - Accessed Contracts and Construction Contracts);</p>
<p>“Accounting Reference Date”</p>	<p>in each year the date to which the Supplier prepares its annual audited financial statements;</p>
<p>"Achieve"</p>	<p>in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and "Achieved", "Achieving" and "Achievement" shall be construed accordingly;</p>
<p>"Additional Insurances"</p>	<p>insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);</p>
<p>“Additional Service Or Additional Deliverable”</p>	<p>the Services as defined in Framework Schedule 1 – Specification that Suppliers may elect to provide under this Framework.</p>
<p>"Admin Fee”</p>	<p>the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published</p>

	by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;
"Affected Party"	the Party seeking to claim relief in respect of a Force Majeure Event;
"Affiliates"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Agent(s)"	means the individual (s) delivering the service
"AI"	Artificial Intelligence;
"Annex"	extra information which supports a Schedule;
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Asset"	any item or equipment owned by the Buyer which is maintained by the Supplier as part of the required Services.
"Asset Verification"	Is the process that the Supplier undertakes to verify the Assets as detailed in the Specification;
"Asset Verification Audit"	An audit on the due diligence data provided by the Buyer to ensure potential errors, inaccuracies or omissions in the Asset Data are identified and included in the Asset Verification Report;
"Asset Verification Report"	Is the report that the Supplier will produce to detail the findings and remedial action required to address any errors, inaccuracies or omissions identified in the "Asset Verification Audit" where revisions to the "Asset" information may, where agreed with the Buyer, necessitate revisions to the "Services" and/or "Charges" to ensure compliance with the Buyer's statutory and/or insurance obligations
"Asset Verification Rectification Plan"	A plan produced by the Supplier once the content of the Asset Verification Report has been agreed by the Buyer, that will include rectifications and the costs associated with the delivery of the PPM and reactive maintenance works;
"Asset Verification Non Compliance Report"	Asset Verification Non-Compliance Report is the report produced that shall include written evidence of findings, photographs, recommendations and associated costs to the Buyer to rectify the risks of non-compliance;
"Assistive Technologies"	describes products or systems that support and assist individuals with disabilities, restricted mobility or other impairments to perform functions that might otherwise be difficult or impossible;
"Audit"	the Relevant Authority's right to:

	<ul style="list-style-type: none"> a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract); b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party Suppliers) in connection with the provision of the Deliverables; c) verify the Open Book Data; d) verify the Supplier's and each Subcontractor's compliance with the Contract and applicable Law; e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Schedule 19 (Joint Schedule 5 - Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables; g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract; i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts; j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or k) verify the accuracy and completeness of any: <ul style="list-style-type: none"> i) Management Information delivered or required by the Framework Contract; or ii) Financial Report and compliance with Financial Transparency Objectives as specified by the Buyer in the Order Form;
"Auditor"	<ul style="list-style-type: none"> a) the Relevant Authority's internal and external auditors;

	<ul style="list-style-type: none"> b) the Relevant 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 Relevant Authority to carry out audit or similar review functions; and f) successors or assigns of any of the above;
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
"Back Office Processing"	administrative functions carried out either manually or automated not requiring front line contact;
"Back-pay"	is the amount of salary and other benefits that an employee claims that they are owed after a wrongful termination;
"BACS"	the Bankers’ Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under a Core Terms Contract;
"Beyond Economic Repair"	means when the cost of repairing and/or maintaining an Asset outweighs the cost of replacing it and is likely to increase the risk of unplanned downtime or pose potential health and safety risks
"Baseline Monthly Payment"	means the payment payable in respect of a Service Month as set by reference to the Pricing Matrix.
"Billable Works"	means Deliverables that are not included in the Baseline Monthly Payment and are raised in accordance with the Billable Works and Approvals Process.
"Billable Works and Approval Process"	means the process described as such in Framework Schedule 1 (Specification) - Appendix 3 – Billable Works and Approvals Process
"Billable Works Management Uplift Percentage"	The % applied to the cost of the Billable Works as set out in the Pricing Matrix, to cover overhead costs as detailed in Call Off schedule 25 - Billable Works paragraph 2.2
"Bronze Contract"	A Call-Off Contract categorised as a Bronze contract using the Cabinet Office Contract Tiering Tool

"Business Critical Events"	means any event: (i) described as such in the Order Form; (ii) which relates to the immediate security or health and safety of Buyer Premises; or (iii) which triggers the invocation of the Business Continuity and Disaster Recovery Plan;
"Buyer"	the relevant public sector purchaser identified as the <i>Client</i> in the Order Form;
"Buyer Assets"	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;
"Buyer Authorised Representative"	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
"Buyer Equipment"	any Buyer Assets at any Site on the <i>starting date</i> ;
"Buyer Premises"	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
"Buyer Third Parties"	any third party Supplier providing deliverables to the Buyer
"Call-Off Contract"	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
"Call-Off Contract Period"	the <i>service period</i> as set out in the Contact Data Part One.
"Call-Off Expiry Date"	the scheduled date of the end of the <i>service period</i> as set out in the Contract Data Part One;
"Call-Off Incorporated Terms"	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
"Call-Off Initial Period"	the 7 year period from the Full Service Commencement Date;
"Call-Off Optional Extension Period"	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Contract Data;
"Call-Off Procedure"	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
"Call-Off Special Terms"	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
"Call-Off Start Date"	the Contract Date;

"Call-Off Tender"	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
"Carbon Reduction Plan"	a plan which contains the details of emissions across a single year against a range of emissions sources and greenhouse gasses, as per PPN 06/21.
"CCS"	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
"CCS Authorised Representative"	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
"Change of Control"	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
"Claim"	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under a Core Terms Contract;
"Collaborative Working Principles"	<p>means the Supplier:</p> <p>(a) proactively leading on, mitigating and contributing to the resolution of problems or issues irrespective of its contractual obligations, acting in accordance with the principle of "fix first, settle later"</p> <p>(b) being open, transparent and responsive in sharing relevant and accurate information with Buyer Third Parties;</p> <p>(c) adopting common working practices, terminology, standards and technology and a collaborative approach to service development and resourcing with Buyer Third Parties;</p> <p>(d) providing cooperation, support, information and assistance to Buyer Third Parties in a proactive, transparent and open way and in a spirit of trust and mutual confidence; and</p>

	identifying, implementing and capitalising on opportunities to improve deliverables and deliver better solutions and performance throughout the relationship lifecycle"
“Commercial Off-the-shelf (COTS)”	products that are packaged solutions which are then adapted to satisfy the needs of the purchasing organization, rather than the commissioning of custom-made, or bespoke, solutions;
“Compliance Management Plan”	The process by which a Supplier shall plan, organise, control, and lead activities that ensure compliance with all legal requirements and any Buyer specified Services outlined within the Call-Off Contract.
“Compliance Management System”	An integrated system of documents, processes, tools, controls, and functions designed to ensure compliance with all legal requirements and any Buyer specified Services outlined within the Call-Off Contract.
“Compliance Report”	Compliance Report is the report produced to highlight whether the Buyer Premises in its current condition and in the way it is currently used is fully compliant with all legislation and statutory requirements.
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
“Condition Survey”	means a formal periodic survey carried out by the Supplier on the Buyer’s systems, Assets and building fabric, performed annually (or as otherwise specified by the Buyer);
"Conflict of Interest"	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
“Continuous Improvement”	is an ongoing effort to improve products, services or processes;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
“Contract Management”	is the process that ensures Suppliers adhere to their agreed contractual obligations along with negotiating any future changes that need to take place;
"Contract Period"	the Call-Off Contract Period;
"Contract Value"	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
"Contract Year"	at the start of the Call Off Initial Period, a consecutive period of twelve (12) Months commencing on the Full Service Commencement Date or each anniversary thereof;

"Control"	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
"Controller"	has the meaning given to it in the UK GDPR;
"Core Service or Core Deliverable"	the services as defined in Framework Schedule 1 – Specification that all Suppliers must be capable of providing on this Framework.
"Core Terms"	CCS' terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"Core Terms Contract"	Any Contract which is not an Call Off Contract entered into using Annex B or C of the applicable Order Form. For the avoidance of doubt a Core Terms Call Off Contract shall be a Core Terms Contract;
"Core Terms Call Off Contract"	A Call Off Contract entered into using Annex A to the applicable Order Form, and excludes Call Off Contracts entered into using Annex B or C of the applicable Order Form;
"Corporate Overhead"	<p>means those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and accordingly included within limb (a) of the definition of "Costs";</p> <p>Corporate Overhead is captured at Framework level in the form of a percentage uplift, and forms part of the price evaluation. At Further Competition the Framework rates are used as maximum rates, and bidders are invited to reduce the rates for each specific Further Competition.</p>
"COSO P"	Cabinet Office Statement of Practice;
"Costs"	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <ul style="list-style-type: none"> a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including: <ul style="list-style-type: none"> i) base salary paid to the Supplier Staff; ii) employer's National Insurance contributions;

	<ul style="list-style-type: none"> iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) work place accommodation; viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Buyer; <ul style="list-style-type: none"> b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets; c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables; and d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables; but excluding: <ul style="list-style-type: none"> e) Overhead; f) financing or similar costs; g) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise; h) taxation; i) fines and penalties; j) amounts payable under Schedule 9 (Call-Off Schedule 16 - Benchmarking); and k) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
<p>“Credit Rating Threshold”</p>	<p>has the meaning given to it in the Framework Award Form or Order Form, as the context requires;</p>

“CRM”	Customer Relationship Management;
"CRTPA"	the Contract Rights of Third Parties Act 1999;
“Data Analytics Capability”	the application of advanced analysis to discover deep insights, make predictions and generate recommendations;
“Data Protection Impact Assessment”	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
“Data Protection Liability Cap”	the amount specified in the Framework Award Form;
"Data Protection Officer"	has the meaning given to it in the UK GDPR;
“Data Services”	third-party services that help to manage data for clients;
"Data Subject"	has the meaning given to it in the UK GDPR;
"Data Subject Access Request"	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;
“Data Validation Audit”	an audit on the due diligence data provided by the Buyer to ensure that potential errors, inaccuracies or omissions in the Service data issued by the outgoing Supplier are identified.
“Data Validation Report”	is the report that the Supplier will produce to detail the findings and remedial action required to address any errors, inaccuracies or omissions identified in the “Data Validation Audit” where revisions to the Service data may, where agreed with the Buyer, necessitate revisions to the “Services” and/or “Charges” to ensure compliance with the Buyer’s statutory and/or insurance obligations;
“DBS”	Disclosure and Barring Service;
"Deductions"	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
"Default"	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);

"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Mobilisation Plan;
"Deliverables"	Goods and/or Services required under the Contract in order to Provide the Service;
"Delivery"	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Mobilisation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Direct Award"	means the award of a Contract directly to a Supplier without the need for a Further Competition as per the process detailed in Framework Schedule 7
"Direct Award Process"	the process as described in Framework Schedule 7 – Call Off Procedure and Award Criteria.
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
"Dispute"	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with a Core Terms Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Core Terms Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
"Documentation"	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <p>l) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables</p> <p>m) is required by the Supplier in order to provide the Deliverables; and/or</p>

	n) has been or shall be generated for the purpose of providing the Deliverables;
"DOTAS"	the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
"Earn Back Amount"	is the earn back amount as calculated in accordance with Schedule 7 (Call-Off Schedule 14 - Key Performance Indicators);
"Effective Date"	the Contract Date;
"EIR"	the Environmental Information Regulations 2004;
"Electronic Invoice"	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
"Electronic Reverse Auction"	an auction, where Suppliers compete in real time by bidding as the auction unfolds as described within Framework Schedule 7 - Call Off Award Procedure.
"Employer Pension Contribution Cap"	the 6% maximum rate of employer pension contribution used in the calculation of the TUPE Risk Premium;
"Employment Regulations"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
"End Date"	the earlier of: <ul style="list-style-type: none"> a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Core Term Clause 10.1.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Environmental Policy"	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
"Equality and Human Rights Commission"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"ERP"	Enterprise Resource Planning;

<p>“Estimated Year 1 Charges”</p>	<p>the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;</p>
<p>“Estimated Annual Contract Cost”</p>	<p>the estimated annual value of the Call Off Contract (including Billable Works) provided by the Buyer, used in order to determine the appropriate Lot group.</p>
<p>"Estimated Yearly Charges"</p>	<p>for the purposes of calculating each Party’s annual liability under clause 12.2 :</p> <ul style="list-style-type: none"> i) in the first Contract Year, the Estimated Year 1 Charges; or ii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; or iii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
<p>“Ethical Wall”</p>	<p>a method of preventing information from being shared or communicated to avoid conflicts of interests within the Supplier’s organisation in line with Core Terms 32.1 and as referenced within Call-Off Schedule 25 – Billable Works and Projects;</p>
<p>"Exclusive Assets"</p>	<p>Supplier Assets used exclusively by the Supplier or a Key Subcontractor in the provision of the Deliverables;</p>
<p>“Execution Document”</p>	<p>means for a Non-Core Terms Call Off Contract, the document used to execute the Call Off Contract as specified in the Order Form;</p>
<p>“Exempt Buyer”</p>	<p>a public sector purchaser that is: eligible to use the Framework Contract; and is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of:</p> <ul style="list-style-type: none"> a) the Regulations; b) the Concession Contracts Regulations 2016 (SI 2016/273); c) the Utilities Contracts Regulations 2016 (SI 2016/274); d) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848); e) the Remedies Directive (2007/66/EC); f) Directive 2014/23/EU of the European Parliament and Council;

	<p>g) Directive 2014/24/EU of the European Parliament and Council;</p> <p>h) Directive 2014/25/EU of the European Parliament and Council; or</p> <p>i) Directive 2009/81/EC of the European Parliament and Council;</p>
“Exempt Call-Off Contract”	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;
“Exempt Procurement Amendments”	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;
“Existing IPR”	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
“Existing Service”	a service that is already being provided either in-house or outsourced;
“Exit Day”	shall have the meaning in the European Union (Withdrawal) Act 2018;
“Expiry Date”	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
“Expression of Interest or EOI”	the notification given by the Supplier to the Buyer, expressing their interest in an upcoming opportunity;
“Extension Period”	the Call-Off Optional Extension Period.
“Financial Distress Event”	<p>a) the credit rating of the Supplier, any Guarantor or any Key Subcontractor drops below Credit Rating Threshold of the relevant Rating Agency;</p> <p>b) the Supplier, any Guarantor or any Key Subcontractor issues a profits warning to a stock exchange or makes any other public announcement, in each case about a material deterioration in its financial position or prospects;</p> <p>c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Supplier, any Guarantor or any Key Subcontractor;</p> <p>d) the Supplier, any Guarantor or any Key Subcontractor commits a material breach of covenant to its lenders;</p>

	<p>e) a Key Subcontractor notifies the Relevant Authority that the Supplier has not paid any material sums properly due under a specified invoice and not subject to a genuine dispute; or</p> <p>f) any of the following in respect of the Supplier, any Guarantor or any Key Subcontractor: (i) commencement of any litigation with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m; ii) non-payment of any financial indebtedness; iii) any financial indebtedness becoming due as a result of an event of default; iv) the cancellation or suspension of any financial indebtedness or v) an external auditor expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that entity, in each case which the Relevant Authority reasonably believes (or would be likely reasonably to believe) could directly impact on the continued provision of the Deliverables in accordance with the Contract;</p>
<p>“Financial Reports”</p>	<p>a report by the Supplier to the Buyer that:</p> <p>a) provides a true and fair reflection of the Costs and Supplier Profit Margin forecast by the Supplier;</p> <p>b) provides a true and fair reflection of the costs and expenses to be incurred by Key Subcontractors (as requested by the Buyer);</p> <p>c) is in the same software package (Microsoft Excel or Microsoft Word), layout and format as the blank templates which have been issued by the Buyer to the Supplier on or before the Start Date for the purposes of the Contract; and</p> <p>d) is certified by the Supplier’s Chief Financial Officer or Director of Finance;</p>
<p>“Financial Representative”</p>	<p>a reasonably skilled and experienced member of the Supplier Staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the records and accounts of everything to do with the Contract (as referred to in Clause 6), Financial Reports and Open Book Data;</p>
<p>“Financial Transparency Objectives”</p>	<p>a) the Buyer having a clear analysis of the Costs, Overhead recoveries (where relevant), time spent by Supplier Staff in providing the Services and Supplier Profit Margin so that it can understand any payment sought by the Supplier;</p> <p>b) the Parties being able to understand Costs forecasts and to have confidence that these are based on justifiable numbers and appropriate forecasting techniques;</p> <p>c) the Parties being able to understand the quantitative impact of any Variations that affect ongoing Costs and identifying</p>

	<p>how these could be mitigated and/or reflected in the Charges;</p> <p>d) the Parties being able to review, address issues with and re-forecast progress in relation to the provision of the Services;</p> <p>e) the Parties challenging each other with ideas for efficiency and improvements; and</p> <p>f) enabling the Buyer to demonstrate that it is achieving value for money for the taxpayer relative to current market prices;</p>
"Fixed Fee Pricing Matrix"	the spreadsheet setting out details of the Fixed Fee prices which is set out in the Order Form and will be provided by the Buyer at Further Competition
"Fixed Fee TUPE Risk Premium"	<p>the amount payable on an annual basis based on the difference between:</p> <p>a) the costs to employ Transferring Former Supplier Employees or where the Former Supplier becomes the Supplier those Former Supplier employees providing the Services at the Commencement Date and/or Transferring Buyer Employees (as the case may be); and</p> <p>b) the equivalent costs to employ staff used by the Supplier at Further Competition, in respect of payments due under contracts of employment in respect of the following:</p> <p>i) annual salary;</p> <p>ii) annual national insurance cost;</p> <p>iii) Annual Pension Cost;</p> <p>iv) annual life insurance cost;</p> <p>v) annual sick pay entitlement;</p> <p>vi) maternity/paternity costs; and</p> <p>vii) any other cost arising directly from the contract of employment of the Transferring Former Supplier Employee and or Transferring Buyer Employee, as set out in paragraph 2 of Schedule 16 (Call Off Schedule 28 - TUPE Surcharge);</p>
"Flexible Working"	also known as flextime or flexitime, refers to non-traditional working arrangements that take into account an individual's personal needs
"Force Majeure Event"	any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful

	<p>act, neglect or failure to take reasonable preventative action by that Party, including:</p> <ul style="list-style-type: none"> a) riots, civil commotion, war or armed conflict; b) acts of terrorism; c) acts of government, local government or regulatory bodies; d) fire, flood, storm or earthquake or other natural disaster, <p>but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;</p>
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Former Supplier"	a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any Subcontractor of such Supplier (or any Subcontractor of any such Subcontractor);
"Forward Maintenance Register"	a schedule of equipment showing its life expectancy, repair and replacement costs based on location, environmental conditions, level of maintenance and operational hours to inform a phased replacement programme. It is sometimes known as a PPM survey and is a register identifying and prioritising short, medium and long term maintenance requirements and renewal works activities over the course of the maintenance contract, including any hand back obligations where necessary;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service;
"Framework Contract Period"	the period from the Framework Start Date until the End Date of the Framework Contract;
"Framework Expiry Date"	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Initial Period"	the initial term of the Framework Contract as specified in the Framework Award Form;

"Framework Price(s)"	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
"Framework Quarterly Performance Indicator Submission Form"	is the form Suppliers will complete on a quarterly basis reporting on social value activities as set out in Table B in Schedule 19 (Joint Schedule 5 - Corporate Social Responsibility);
"Framework Special Terms"	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
"Framework Start Date"	the date of start of the Framework Contract as stated in the Framework Award Form;
"Framework Tender Response"	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
"Further Competition Procedure"	the Further Competition Procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"Further Competition"	means a competition carried out in accordance with the Further Competition Procedure detailed within Framework Schedule 7(Call Off Award Procedure)
"Further Competition Award Criteria"	means the criteria as defined in Annex B of Framework Schedule 7 (Call Off Award Procedure)
"Further Competition Mobilisation Cost"	<p>Further Competition Mobilisation Cost is priced, competed and evaluated at Further Competition</p> <p>There is a Buyer option to select the payment term – milestone payments, single payment on completion of mobilisation, payment during first 12 months of contract, or payment through the entire contract including an amortisation percentage uplift.</p> <p>The standard Mobilisation term is 6 months but is defined at Further Competition stage.</p>
"Further Competition TUPE Risk Premium"	<p>means the amount payable on an annual basis based on the difference between:</p> <p>a) the costs to employ Transferring Former Supplier Employees or where the Former Supplier becomes the Supplier those Former Supplier employees providing the Services at the Commencement Date and/or Transferring Buyer Employees (as the case may be); and</p> <p>b) the equivalent costs to employ staff used by the Supplier at Further Competition, in respect of payments due under contracts of employment in respect of the following:</p> <ul style="list-style-type: none"> i) annual salary; ii) annual national insurance cost; iii) Annual Pension Cost; iv) annual life insurance cost;

	<ul style="list-style-type: none"> v) annual sick pay entitlement; vi) maternity/paternity costs; and vii) any other cost arising directly from the contract of employment of the Transferring Former Supplier Employee and or Transferring Buyer Employee, as set out in paragraph 1 of Schedule 16 (Call Off Schedule 28 - TUPE Surcharge);
"UK GDPR"	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	<ul style="list-style-type: none"> a) the legislation in Part 5 of the Finance Act 2013 and; b) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
"General Change in Law"	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"General Ledger"	the main accounting record of a company or organization
"Geographical Boundary"	<p>means the geographical boundary coverage areas provided as part of the Framework Tender Response (as amended by paragraph 9 of Framework Schedule 4 (Framework Management)), using the relevant boundary codes as stated on https://www.ons.gov.uk/methodology/geography/ukgeographies/eurostat</p>  <p>Geographical Boundaries V1 (1).xls</p>
"Global Design Principles"	a set of common processes and procedures, which are used by core government departments and their arms' length bodies, (ALBs), to ensure consistency across government and facilitate greater sharing of expertise;
"Gold Contract"	A Call-Off Contract categorised as a Gold contract using the Cabinet Office Contract Tiering Tool.
"Goods"	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract the goods made available by the Supplier as required by the Scope;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other

	bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
“Government Buying Standards”	means product specifications in line with the European Commission’s Green Public Procurement initiative. The current Government Buying Standards are owned by DEFRA;
"Government Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority’s Confidential Information, and which: <ul style="list-style-type: none"> i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;
“Greening Government Commitments”	means the UK policy commitments to greening operations and procurement set by the Department for the Environment, Food and Rural Affairs (DEFRA)
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Schedule 11 (Parent Company Guarantee) in relation to this Call-Off Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
“Historic Volumes”	the level of activity that has previously been delivered
“HM Government”	His Majesty's Government;
"HMRC"	His Majesty’s Revenue and Customs;
“ICT Environment”	Has the meaning given in Schedule 6 (Call-Off Schedule 6 - ICT Services)
"ICT Policy"	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
"Impact Assessment"	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including: <ul style="list-style-type: none"> a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract; b) details of the cost of implementing the proposed Variation; c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or

	<p>expenditure required by either Party and any alteration to the working practices of either Party;</p> <p>d) a timetable for the implementation;</p> <p>e) together with any proposals for the testing of the Variation; and</p> <p>f) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
"Incumbent Supplier"	is the Supplier already engaged by the customer to provide the Services which are to be provided by the Supplier on the commencement of the contract for Services
"Inclusive Repair Threshold"	means the financial threshold (excluding Overhead and Profit) as specified in the Order Form, under which the costs of individual Reactive Maintenance Works are included in the Baseline Monthly Payment and which it shall apply per event and not, for example, per trade;
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices), the relevant Order Form and Clause X1 of the Call-Off Contract;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Call-Off Contract Initial Period, as the context requires;
"Insolvency Event"	Any event listed in clause 91.1 or 91.1A of the Call Off Contract;
"Invoicing Address"	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided

	access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"ISO"	International Organization for Standardization;
"ITIL Framework"	ITIL is a set of detailed practices for IT service management that focuses on aligning IT services with the needs of business;
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;
"Joint Schedule(s)"	means the CCS joint schedule(s) which are common to each Core Terms Contract;
"Key Personnel"	individuals (if any) identified as such in the Order Form;
"Key Staff"	the individuals (if any) identified as such in the Order Form;
"Key Sub-Contract"	each Sub-Contract with a Key Subcontractor;
"Key Subcontractor"	<p>any Subcontractor:</p> <ul style="list-style-type: none"> a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, <p>and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and/or in the Key Subcontractor Section in the Order Form such list as may be amended from time to time pursuant to Clause 24.4 of the Call-Off Contract;</p>

"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date;
"KPI Credits"	any KPI credits specified in Schedule 7 (Call-Off Schedule 14 - Key Performance Indicators) as being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more KPIs;
"KPIs"	any key performance indicator applicable to the provision of the Deliverables under the Call-Off Contract (which, where Schedule 7 (Call-Off Schedule 14 - Key Performance Indicators) is used in this Contract, are referred to in such Schedule);
"Labour Count"	means the total number of Transferring Former Supplier Employees and/or Transferring Employer Employees identified in the Supplier's solution;
"LBAC"	Label-based access control (LBAC) greatly increases the control you have over who can access your data. LBAC lets you decide exactly who has write access and who has read access to individual rows and individual columns;
"Losses"	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and " Loss " shall be interpreted accordingly;
"Lots"	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
"Management Charge"	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
"Management Information" or "MI"	the management information specified in Framework Schedule 5 (Management Charges and Information);
"Management Overhead"	<p>Management Overhead includes, but is not limited to, activities relating to supervisory/management and administration activities of the service delivery. All the requirements within Work Package A must also be accounted for within Management Overhead.</p> <p>Management Overhead is captured at Framework level in the form of a percentage uplift, and forms part of the price evaluation.</p>

	At Further Competition the Framework rates are used as maximum rates, and bidders are invited to reduce the rates for each specific Further Competition.
“Mandatory Wage”	Means either: a) the statutory minimum hourly rate of pay including the National Living Wage and National Minimum Wage as set by the Crown; or b) in the case of a Call-off Contract the introduction of a requirement by the Buyer that the Supplier pay Supplier Personnel a non-statutory minimum hourly rate of pay.
“MI Default”	means when two (2) MI Reports are not provided in any rolling six (6) month period
"MI Failure"	means when an MI report: a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or c) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
"MI Reporting Template"	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
"Milestone"	an event or task described in the Mobilisation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Mobilisation Plan by which the Milestone must be Achieved;
“Mobilisation Period”	The period from the Contract Date to the Full Service Commencement Date;
“Modern Slavery Assessment Tool”	has the meaning set out in Schedule 19 (Joint Schedule 5 (Sustainability))
"Month"	a calendar month and "Monthly" shall be interpreted accordingly;
"Monthly TUPE Risk Premium"	is the monthly TUPE risk premium payable for the Previous Service Month calculated in accordance with Schedule 16 (Call Off Schedule 28 - TUPE Surcharge);
"National Insurance"	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);

"NCSC"	National Cyber Security Centre
"New IPR"	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
"New Service"	a service that prior to engagement does not exist in its required form;
"Non-Core Terms Call Off Contract"	any Call Off Contract which is not a Core Terms Call Off Contract;
"Occasion of Tax Non-Compliance"	<p>where:</p> <p>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:</p> <p style="padding-left: 20px;">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 in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p style="padding-left: 20px;">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 in any jurisdiction; and/or</p> <p>b) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for Tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
"Off-Shore"	Services delivered from outside the United Kingdom
"OLA"	an operational-level agreement (OLA) defines the interdependent relationships in support of a service-level agreement (SLA);
"On-Shore"	Services delivered from within the United Kingdom

<p>"Open Book Data "</p>	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables; b) operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables; ii) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade; iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Order Form; c) Overheads; d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables; e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis; f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier; g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and h) the actual Costs profile for each Service Period;
<p>"Order"</p>	<p>means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;</p>
<p>"Order Form Template"</p>	<p>the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);</p>

"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract;
"Overhead"	<p>Overhead includes the following elements.</p> <p>Management Overhead</p> <p>Management Overhead includes, but is not limited to, activities relating to supervisory/management and administration activities of the service delivery. All the requirements within Work Package A must also be accounted for within Management Overhead.</p> <p>Management Overhead is captured at Framework level in the form of a percentage uplift, and forms part of the price evaluation.</p> <p>At Further Competition the Framework rates are used as maximum rates, and bidders are invited to reduce the rates for each specific Further Competition.</p> <p>Corporate Overhead</p> <p>means those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and accordingly included within limb (a) of the definition of "Costs";</p> <p>Corporate Overhead is captured at Framework level in the form of a percentage uplift, and forms part of the price evaluation. At Further Competition the Framework rates are used as maximum rates, and bidders are invited to reduce the rates for each specific Further Competition.</p>
"Overpayments"	payment in excess of what is due;
"Parliament"	takes its natural meaning as interpreted by Law;
"Party"	in the context of the Framework Contract, CCS or the Supplier, and in the context of a Call-Off Contract the Buyer or the Supplier. " Parties " shall mean both of them where the context permits;
"Payment Processing"	The transactions in regards to taking/making payments both by an agent and the front end/back end systems required.
"Pass Through Costs"	third party costs incurred by the Supplier in connection with the provision of the Deliverables that are passed through to the Buyer with no additional mark-ups and to which the Management Charge does not apply.
"Payment Index"	is the index identified as such in the Order Form;

"Performance Indicators" or "PIs"	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
"Permit to Work"	means a system that is in place where strict controls are required due to the proposed work being identified as having a high risk. The work shall be carried out against previously agreed safety procedures, a 'permit-to-work' system;
"Personal Data"	has the meaning given to it in the UK GDPR;
"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Personnel"	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
"Planned Preventative Maintenance"	a maintenance strategy where maintenance tasks are scheduled ahead of time, to take place on a regular basis (e.g. in accordance with SFG20) irrespective of whether an asset is functioning normally or not.
"Prescribed Person"	a legal adviser, an MP or an appropriate body which a whistleblower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
"Previous Service Month"	is the Service Month (referred to as "n-1") immediately prior to the Service Month "n" as outlined in Schedule 5 (Call-Off Schedule 5 - Pricing Details);
"Pricing Matrix"	means the Pricing Matrix used as part of the Call Off Procedure (as in Schedule 5 (Call-Off Schedule 5 - Pricing Details));
"Processing"	has the meaning given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Progress Meeting"	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
"Progress Meeting Frequency"	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
"Progress Report"	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;

“Progress Report Frequency”	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
“Prohibited Items”	has the meaning set out in Schedule 19 (Joint Schedule 5 (Sustainability))
"Project Stage Uplift"	the maximum permitted rate of uplift as set out in the Pricing Matrix for a Project;
“Protective Measures”	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Schedule 18 (Call Off Schedule 9 - Security), if applicable, in the case of a Call-Off Contract;
"Reactive Maintenance Works"	works arising as a result of a failure of an Asset or a service which is in the scope of the Call-Off Contract (and for the avoidance of doubt are not Small Works or Projects);
“Rating Agency”	as defined in the Framework Award Form or the Order Form, as the context requires;
“RBAC”	Role-based access control (RBAC) restricts network access based on a person's role within an organization
“Recall”	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
"Recipient Party"	the Party which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	<p>the Supplier's plan (or revised plan) to rectify it's breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</p> <ul style="list-style-type: none"> a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default; and c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);

"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
"Reimbursable Expenses"	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <p>a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and</p> <p>b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;</p>
"Relevant Authority"	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
"Relevant Authority's Confidential Information"	<p>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>information derived from any of the above;</p>
"Relevant Tax Authority"	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
"Replacement Deliverables or Replacement Services"	any deliverables/Services which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those Services are provided by the Buyer internally and/or by any third party;
"Replacement Equipment"	plant, assets, spare parts, equipment, replacement parts, materials and other items (whether or not reused or reconditioned) supplied by the Supplier in order to deliver the required Services and as outlined in the Specification;;

"Replacement Subcontractor"	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
"Replacement Supplier"	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
"Resource Rates"	means those rates provided by the Supplier and as set out in the Pricing Matrix;
"RTI"	Real Time Information
"Satisfaction Certificate"	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Mobilisation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;
"Schedules"	can mean a Framework, Call-Off or Joint Schedule that contain the terms and conditions;
"Schedule of Rates"	<p>Labour rates are captured in Framework Schedule 3 – (Framework Pricing) and detail the hourly rates for the different trades the Supplier will use to fulfil all Core Services, and Additional Services indicated. Labour rates should be proportionally linked to the Standard Service rates.</p> <p>Labour rates should take into account all costs involved in supplying that trade, other than Management and Corporate Overhead, and Profit, which will be added when the rates are used.</p> <p>Costs should include but not be limited to: salary, on-costs, employers NI, employers’ pension and life insurance, holiday & sickness cover. Materials are not included. Labour rates (£ per hour) will be detailed to show the First Hour (including cost to travel to site) and Subsequent hourly rates for</p> <ul style="list-style-type: none"> · Operational Working Hours · Out of hours Monday to Friday and Saturday am · Out of hours Saturday pm, Sunday and Bank Holidays <p>Labour rates will be used, where appropriate, to price Billable Works, Projects, Small Works, and where Work Orders exceed the Inclusive Repairs Threshold, where the works is to be completed by the labour resources allocated to the Call Off Contract.</p>

"Security Management Plan"	the Supplier's security management plan prepared pursuant to Schedule 18 (Call Off Schedule 9 - Security);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
"Serious Fraud Office"	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
"Service Delivery Plan"	means the plan to be provided by the Supplier which details how the Supplier will deliver all elements of the Services required under the Contract
"Service Credits"	the sums payable in respect of the failure by the Contractor to meet one or more Key Performance Indicator;
"Service Delivery"	the act of delivering a service to customers;
"Service Level Agreement"	An agreement between the Supplier of a Service and its customer, which quantifies the minimum Service Levels which meets business needs
"Service Month"	each monthly period (or part of a Month at the start and end of the Contract Period where applicable) during which Deliverables are provided by the Supplier;
"Service Period"	has the meaning given to it in the Contract Data Part One.
"Services"	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Scope;
"Service Requirement Filter"	means the filters that include: Service, Estimated Contract Cost, and Geographical Boundaries that the Buyer will use to create a Supplier shortlist;
"Service Transfer"	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
"Service Transfer Date"	the date of a Service Transfer;
"Shared Services Strategy"	a delivery model for the effective and efficient delivery of non-core services to the business. It employs a specialist team, geographically unconstrained, and focuses on the requirements of the customer
"Sites"	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided;

	<p>b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or</p> <p>c) those premises at which any of the Supplier's equipment or any part of the Supplier's systems used in the performance of the Contract</p> <p>d) is located (where any part of the Deliverables provided falls within Schedule 6 (Call-Off Schedule 6 - ICT Services));</p>
"Small Works"	means elective works which are not Projects;
"Special Terms"	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
"Specific Change in Law"	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
"Specification"	the specification set out in Framework Schedule 1 (Specification), as may, in relation to the Call-Off Contract, be supplemented by the Scope;
"Standard Service Levels"	all Service Levels other than those designated as Key Performance Indicators
"Standards"	<p>any:</p> <p>a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;</p> <p>b) standards detailed in the specification in Schedule 1 (Specification);</p> <p>c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</p> <p>d) relevant Government codes of practice and guidance applicable from time to time;</p>
"Standard Service"	means delivery of the service to the defined standard as per Framework Schedule 1 – Specification.
"Start Date"	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the Contract Date;

"Statement of Requirements"	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: <ul style="list-style-type: none"> a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
"Subject Access Request"	a written request to a company or organisation asking for access to the personal information it holds on you;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the Framework Award Form;
"Supplier Assets"	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
"Supplier Authorised Representative"	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
"Supplier Brief"	a document that the Buyers will provide to Suppliers that outline's their requirements in order for Suppliers to confirm their intentions to bid (as outlined in Framework Schedule 7 – Call Off Award Procedure) which includes but is not limited to: <ul style="list-style-type: none"> a) Deliverables required b) Estimated Contract Cost c) Geographical Boundary(s) for provision of the Deliverables; d) Buyer information; e) organisation type; f) building type; g) special requirements;

	<ul style="list-style-type: none"> h) Terms and conditions (Public Sector Contract or NEC); i) Contract period; j) Estimated award date; k) Mobilisation Period; l) Price/Quality split; m) Inclusive Repair Threshold level; n) TUPE option; o) KPIs; p) Details of any intended use of eAuctions
"Supplier's Confidential Information"	<ul style="list-style-type: none"> a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract; b) Information derived from any of (a) and (b) above;
"Supplier's Contract Manager"	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
"Supplier Equipment"	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
"Supplier Marketing Contact"	shall be the person identified in the Framework Award Form;
"Supplier Non-Performance"	<p>where the Supplier has failed to:</p> <ul style="list-style-type: none"> a) Achieve a Milestone by its Milestone Date;

	<p>b) provide the Goods and/or Services in accordance with the Service Levels ; and/or</p> <p>c) comply with an obligation under a Contract;</p>
"Supplier Profit"	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
"Supplier Profit Margin"	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
"Supply Chain Management"	is the handling of the entire production flow of a good or service to maximize quality, delivery, customer experience and cost-effectiveness;
"Supporting Documentation"	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
"Target Cost Pricing Matrix"	the spreadsheet setting out details of the Target Cost Charges which is set out in the Order Form and will be provided by the Buyer at Further Competition;
"Target Costs"	those costs which are recoverable in accordance with this Call-Off Contract where the target cost pricing option is selected in the Order Form;
"Target Price"	the price which is payable where the target cost pricing option is selected in the Order Form;
"Tax"	<p>a) all forms of taxation whether direct or indirect;</p> <p>b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</p> <p>c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</p> <p>d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,</p>

	in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;
"Termination Notice"	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
"Test Issue"	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
"Test Plan"	a plan: a) for the Testing of the Deliverables; and b) setting out other agreed criteria related to the achievement of Milestones;
"Tests "	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and "Tested" and "Testing" shall be construed accordingly;
"Third Party IPR"	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
"Tier One Billable Works"	means Billable Works within the associated total estimated value range as set out in the Order Form;
"Tier Two Billable Works"	means Billable Works within the associated total estimated value range as set out in the Order Form;
"Tier Three Billable Works"	means Billable Works within the associated total estimated value range as set out in the Order Form;
"Tier Four Billable Works"	means Billable Works within the associated total estimated value range as set out in the Order Form;
"Total Contract Value"	Has the same meaning as "Charges"
"Transferring Buyer Employees"	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Former Supplier Employees"	In relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date.
"Transferring Supplier Employees"	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;

"Transparency Information"	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
"Transparency Reports"	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
"TUPE"	Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other regulations or UK legislation implementing the Acquired Rights Directive
"TUPE Count"	means the total number of Transferring Former Supplier Employees and/or Transferring Employer Employees identified in the TUPE Information;
"TUPE Risk Premium"	means either the: a) Direct Award TUPE Risk Premium b) Further Competition TUPE Risk Premium; or c) Fixed Fee TUPE Risk Premium, as the context requires;
"TUPE Risk Premium Adjustment"	means an adjustment to the Further Competition TUPE Risk Premium;
"TUPE Risk Premium Average"	means the average calculated by dividing the Further Competition TUPE Risk Premium by the lower of either: a) Labour Count; or b) the TUPE Count.
"United Kingdom"	the country that consists of England, Scotland, Wales, and Northern Ireland
"UOM"	the applicable unit of measure as defined in Framework Schedule (Framework Prices)
"Value Added Services"	are features that can be added to a core product to enhance the user experience or a service that could function as a standalone product or feature
"Variation"	any change to a core Terms Contract;
"Variation Form"	the form set out in Joint Schedule 2 (Variation Form);

"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
"WCAG Principles"	the Web Content Accessibility Guidelines (WCAG) are organized by four main principles, which state that content must be POUR: Perceivable, Operable, Understandable, and Robust. WCAG is the most-referenced set of standards in website accessibility lawsuits and is widely considered the best way to achieve accessibility;
"Waste Hierarchy"	has the meaning given to it in Schedule 19 (Joint Schedule 5 (Sustainability));
"Works Arising from Planned Maintenance"	means Reactive Maintenance Works identified by either the Supplier or Buyer which are required to be completed. These works may be identified during Planned Maintenance activities, building fabric inspections, audits or other non-reactive activities.
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Call-Off Contract;
"Working Hours"	standard hours of business of the Buyer at each Buyer Premises as defined by the Buyer at Further Competition. "Operational Working Hours" shall be construed accordingly.
"Work Order"	means a written instruction by the Buyer to carry out Billable Works.
"Written Proposal"	means the proposal submitted by the Supplier to the Buyer in accordance with the Further Competition Procedure with Dialogue outlined in Framework Schedule 7 - Call Off Award Procedure.