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## SCHEDULE 1 DEFINITIONS

1. In accordance with Clause 1 (Definitions), in this Contract the following expressions shall have the meanings ascribed in the table below.

<b>Affected Party</b>	means the Party seeking to claim relief in respect of a Force Majeure Event
<b>Affiliates</b>	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 of that body corporate from time to time
<b>Attachment</b>	means an attachment to the Order Form
<b>BCDR Plan</b>	means the plan prepared pursuant to Paragraph 2.1 of Schedule S1 (Business Continuity and Disaster Recovery) where used as indicated in the Order Form, as may be amended from time to time
<b>Buyer</b>	means the organisation eligible to use the Framework as specified in the Order Form
<b>Buyer's Existing Entitlement</b>	means Buyer's funds held on account by the Supplier in respect of another transaction(s) outside of this Contract and to be used as part or whole payment of the Charges
<b>Buyer Premises</b>	means premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Sub-Contractors for the provision of the Services and/or Deliverables (or any of them) as set out or referred to in the Order Form
<b>Buyer Property</b>	means the property, other than real property and IPR, including the Buyer System issued or made available to the Supplier by the buyer in connection with this Contract as set out or referred to in the Order Form
<b>Buyer System</b>	means the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or in respect of which access may be granted to the Supplier to provide the Services
<b>Call-Off Terms</b>	means these terms and conditions
<b>CCS</b>	means Crown Commercial Service, the authority to the Framework



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<b>Central Government Body</b>	<p>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:</p> <p>a) Government Department;</p> <p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>c) Non-Ministerial Department; or</p> <p>d) Executive Agency</p>
<b>Charges</b>	means the charges payable to the Supplier by the Buyer under this Contract in respect of the Services, calculated in accordance with this Contract (including Framework Schedule 3 (Framework Prices and Charging Structure)) and as set out or referred to in the Order Form
<b>Commencement Date</b>	means the date specified as such in the Order Form
<b>Commercially Sensitive Information</b>	the Confidential Information listed in the Framework or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss
<b>Confidential Information</b>	<p>means the Buyer's confidential information and/or the Supplier's confidential information, as the context requires, but not including any information which:</p> <p>(a) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;</p> <p>(b) 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;</p> <p>(c) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Contract or breach of a duty of confidentiality; or</p> <p>(d) was independently developed without access to the Confidential Information</p>



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<b>Conflict of Interest</b>	a conflict between the financial or personal duties of the Supplier or the Supplier's staff and the duties owed to the Buyer under this Contract, in the reasonable opinion of the Buyer
<b>Contract</b>	means the contract between the Buyer and the Supplier (entered into pursuant to the terms of the Framework) consisting of: a) the Order Form; and b) the Call-Off Terms
<b>Contract Period</b>	means the duration of this Contract as specified in the Order Form
<b>Contract Value</b>	means the higher of the actual or expected total Charges paid or payable under this Contract where all obligations are met by the Supplier
<b>Contract Year</b>	means a consecutive period of twelve (12) Months commencing on the Commencement Date or each anniversary thereof
<b>Control</b>	means control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly
<b>Controller</b>	has the meaning given to it in the GDPR
<b>Crown Body</b>	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 particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf
<b>CRTPA</b>	means the Contracts (Rights of Third Parties) Act 1999
<b>Data Loss Event</b>	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach
<b>Data Protection Impact Assessment</b>	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data
<b>Data Protection Legislation</b>	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy
<b>Data Protection Officer</b>	has the meaning given to it in the GDPR
<b>Data Subject</b>	has the meaning given to it in the GDPR
<b>Data Subject Request</b>	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
<b>Default</b>	means any breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the Supplier or its personnel in connection with or in relation to this Contract or the subject matter of this Contract and in respect of which the Supplier is liable to the Buyer





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<b>Deliverables</b>	means any item or feature in the supply of Services delivered or to be delivered by the Supplier to the Buyer in accordance with this Contract as specified in the Order Form
<b>Dispute</b>	means any claim, dispute or difference arises out of or in connection with this Contract (whether contractual or non contractual) or in connection with the negotiation, existence, legal validity, enforceability or termination of this 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
<b>DPA 2018</b>	means the Data Protection Act 2018
<b>EIR</b>	the Environmental Information Regulations 2004
<b>Electronic Invoice</b>	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
<b>Exit Day</b>	shall have the meaning in the European Union (Withdrawal) Act 2018
<b>Existing IPR</b>	means 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 Commencement Date or otherwise)
<b>FOIA</b>	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
<b>Force Majeure Event</b>	<p>means any event, occurrence, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations (except those events, occurrences, circumstances, matters or causes which are attributable to any wilful act, neglect or failure to take reasonable preventative action by the relevant Party) arising from:</p> <ul style="list-style-type: none"> <li>a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under this Contract;</li> <li>b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</li> <li>c) acts of a Crown Body, local government or regulatory bodies;</li> <li>d) fire, flood or any disaster; or</li> <li>e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: <ul style="list-style-type: none"> <li>i) any industrial dispute relating to the Supplier, the Supplier Personnel (including any subsets of them) or any other failure in the Supplier or the Sub-Contractor's supply chain;</li> <li>ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</li> </ul> </li> </ul>



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	iii) any failure of delay caused by a lack of funds
<b>Force Majeure Notice</b>	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
<b>Framework</b>	means the framework agreement reference RM6100 between the Supplier and CCS
<b>GDPR</b>	the General Data Protection Regulation (Regulation (EU) 2016/679)
<b>Government</b>	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 particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf
<b>Insolvency Event</b>	means, in respect of the Supplier: <ul style="list-style-type: none"> <li>a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</li> <li>b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</li> <li>c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</li> <li>d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</li> <li>e) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</li> <li>f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</li> <li>g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</li> <li>h) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</li> <li>i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction</li> </ul>
<b>Intellectual Property Rights or IPR</b>	means: <ul style="list-style-type: none"> <li>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</li> </ul>





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	<p>names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>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</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction</p>
<b>IPR Claim</b>	means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, 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 Buyer in the fulfilment of its obligations under this Contract
<b>Key Sub-Contract</b>	means each Sub-Contract with a Key Sub-Contractor
<b>Key Sub-Contractor</b>	<p>means any Sub-Contractor:</p> <p>a) listed as such in the Order Form;</p> <p>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 Services and/or Deliverables; and/or</p> <p>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 this Contract.</p>
<b>Know-How</b>	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 the Commencement Date;
<b>Law</b>	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply
<b>LED</b>	means the Law Enforcement Directive (Directive (EU) 2016/680)
<b>Losses or Loss</b>	means all losses, liabilities, damages, costs, fines, 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
<b>Modern Slavery Helpline</b>	means the mechanism for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <a href="https://www.modernslaveryhelpline.org/report">https://www.modernslaveryhelpline.org/report</a> or by telephone on 08000 121 700
<b>New IPR</b>	means:



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	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Contract and updates and amendments of these items; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under the Contract and all updates and amendments to the same; but shall not include the Supplier's Existing IPR</p>
<b>Order</b>	means the order placed by the Buyer with the Supplier for the provision of the Services and/or Deliverables in accordance with the Framework and under the terms of this Contract
<b>Order Form</b>	means the form (based on the template included at Annex 1 to Framework Schedule 4 (Template Order Form and Template Call-Off Terms)) together with any Attachments, as completed and forming part of this Contract, which contains details of an Order together with other information in relation to such Order, including the description of the Services to be provided
<b>Party</b>	means a party to this Contract, namely either the Buyer or the Supplier (together the " <b>Parties</b> ")
<b>Personal Data</b>	has the meaning given to it in the GDPR
<b>Personal Data Breach</b>	has the meaning given to it in the GDPR
<b>Processing</b>	has the meaning given to it in the GDPR and "Process" and "Processed" shall be interpreted accordingly
<b>Processor</b>	has the meaning given to it in the GDPR
<b>Prohibited Acts</b>	<p>means:</p> <p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <p>i) induce that person to perform improperly a relevant function or activity; or</p> <p>ii) reward that person for improper performance of a relevant function or activity;</p> <p>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 Contract; or</p> <p>c) committing any offence:</p> <p>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</p> <p>ii) under legislation or common law concerning fraudulent acts; or</p> <p>d) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</p> <p>e) 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</p>





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<b>Protective Measures</b>	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 including those set out or referred to in the Security Policy
<b>Regulations</b>	means the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires)
<b>Relevant Requirements</b>	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010
<b>Reminder Notice</b>	means a notice sent in accordance with Clause The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate this Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the annual Contract Value within 30 days of the date of the Reminder Notice. given by the Supplier to the Buyer providing notification that payment has not been received on time
<b>Request for Information</b>	means a request for information or an apparent request relating to this Contract or an apparent request for such information under the FOIA or the EIRs
<b>Restricted Country</b>	means any country which is not:  a) a member of the European Economic Area; b) the United Kingdom; or c) deemed adequate by the European Commission pursuant to article 25(6) of Directive 95/46/EC or article 45(3) of the GDPR
<b>Schedule of Processing, Personal Data and Data Subjects</b>	means the schedule of processing, personal data and data subjects set out in Attachment 2 of the Order Form (to be completed by the Buyer) which sets out various details concerning the processing of Personal Data including: a) identity of the Controller and Processor; b) subject matter of processing; c) duration of the processing; d) nature and purposes of the processing; e) type of Personal Data being Processed; f) categories of Data Subject; and





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	g) plan for return of the data once the processing is complete unless requirement under Data Protection Legislation to preserve that type of data
<b>Services</b>	means the services which the Supplier shall make available to the Buyer under this Contract as set out or referred to in the Order Form
<b>Security Policy</b>	means the security policy, referred to in the Order Form, in force as at the Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier
<b>Services Specification</b>	means the specification of the Services as set out or referred to in Attachment 1 to the Order Form
<b>Sites</b>	means any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> <li>a) the Services and/or Deliverables are (or are to be) provided; or</li> <li>b) the Supplier manages, organises or otherwise directs the provision or the use of the Services and/or Deliverables,</li> </ul> and which are set out in or referred to in the Order Form
<b>Standards</b>	means any standards set out or referred to in these Call-Off Terms, the Order Form and the Framework
<b>Standard Contractual Clauses</b>	means the standard contractual clauses for the transfer of Personal Data to processors established in third countries which do not ensure an adequate level of protection as set out in Commission Decision C (2010) 593 and reference to the standard contractual clauses shall be to the clauses as updated, amended, replaced or superseded from time to time by the European Commission
<b>Sub-Contract</b>	means any contract or agreement or proposed agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier the Services (or any part thereof) or to provide facilities or services necessary for the provision of the Services (or any part thereof) or necessary for the management, direction or control of the provision of the Services or any part thereof
<b>Sub-Contractor</b>	means any third party other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person
<b>Sub-processor</b>	means any third party appointed to process Personal Data on behalf of the Supplier related to this Contract



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<b>Supplier</b>	means the entity identified as such in the Order Form
<b>Supplier Equipment</b>	means the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Contract
<b>Supplier Personnel</b>	means all persons employed or engaged by the Supplier together with the Supplier's servants, agents, suppliers, consultants and Sub-Contractors (and all persons employed by any Sub-Contractor together with the Sub-Contractor's servants, consultants, agents, suppliers and sub-contractors) used in the performance of its obligations under this Contract
<b>Transparency Information</b>	<p>means the Transparency Reports (including information relating to the Services and performance of this Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements specified in the Framework) and the content of this Contract, including any changes to this Contract agreed from time to time, except for:</p> <ul style="list-style-type: none"> <li>a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and</li> <li>b) Commercially Sensitive Information</li> </ul>
<b>Transparency Reports</b>	means the information relating to the Services and/or Deliverables and performance of this Contract which the Supplier is required to provide to the Buyer
<b>Worker</b>	any one of the Supplier Personnel which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Services and/or Deliverables
<b>Working Day</b>	means any day other than a Saturday, Sunday or public holiday in England and Wales
<b>VAT</b>	means value added tax in accordance with the provisions of the Value Added Tax Act 1994