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**END USER COMPUTING**

**CALL OFF SCHEDULE 1**

**DEFINITIONS**

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In accordance with Clause 1 (Definitions and Interpretations) of this Call Off Contract including its recitals the following expressions shall have the following meanings:

| <b>Definition</b>                         | <b>Description</b>   |
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| <b>Access Management</b>                  | means those Services provided by the Supplier to meet the Service Requirements of the Customer described in Table 1.5 (Access Management) in Category 3 of Part A of Call Off Schedule 14 (Services);  |
| <b>Accreditation / Assurance Strategy</b> | means the Customer's strategy to ensure information systems meet documented security requirements and maintain the accredited security posture;  |
| <b>Achieve</b>                            | means in respect of a Test, to successfully pass such Test without any Test Issues in accordance with the Test Strategy Plan and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and <b>Achieved</b> , <b>Achieving</b> and <b>Achievement</b> shall be construed accordingly; |
| <b>Achieved Service Level</b>             | means the Service Level Performance Measure has been achieved or exceeded;   |
| <b>Acquired Rights Directive</b>          | means the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;                             |
| <b>Active Use</b>                         | means when the relevant EUD(s) is fully configured and provided or assigned to the relevant User(s) (or site for PCs);   |
| <b>Active Directory</b>                   | means the Microsoft directory service developed for use in Windows domain networks;  |
| <b>Additional Clauses</b>                 | means any of the additional Clauses from Annex 3 of Framework Schedule 4 (Alternative and Additional Clauses) selected by the Customer in the Order Form or any additional Clauses set out and described as such in the Order Form;  |
| <b>Admission Agreement</b>                | has the meaning set out in Call Off Schedule 12 (Staff Transfer);  |
| <b>Affected Party</b>                     | means the Party seeking to claim relief in respect of a Force Majeure;   |
| <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>Agency Manager</b>                     | means:<br>(i) the third party (or third parties) appointed by the Customer to perform the agency management services under an agency management services agreement; or<br>(ii) the Customer,<br>as notified by the Customer to the Supplier from time to time in writing;  |
| <b>Agent</b>                              | in the context of the Call Off Terms (excluding the Call Off Schedules), shall have the standard industry meaning;   |
| <b>Alternative</b>                        | means any of the additional Clauses from Annex 3 of Framework Schedule 4   |

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| <b>Clauses</b>  | (Alternative and Additional Clauses) selected by the Customer in the Order Form or any alternative Clauses expressly identified as such (if any) and set out in the Order Form;  |
| <b>Applicable Laws</b>  | solely in relation to data protection, has the meaning given to it in revised Clause 23.6.4 (a);   |
| <b>Application Decommissioning Methodology</b>                        | means the Supplier's process, which is agreed by the Customer, by which it removes any software from the Customer's network at minimum risk to continuation of the Customer's business or access to archived data;   |
| <b>Applications</b>   | means a set of one or more programs designed to carry out operations for a specific application;   |
| <b>Applications Support &amp; Hosting Supplier / A&amp;H Supplier</b> | means the relevant supplier providing applications support and maintenance services to the Customer under the relevant applications support & hosting services contract;   |
| <b>Approval</b>   | means the prior written consent of the Customer and <b>Approve</b> and <b>Approved</b> shall be construed accordingly;   |
| <b>Approval Procedure</b>   | means the procedure by which Document Deliverables are Approved during Implementation, as set out in Call Off Schedule 13 (Implementation Plan, Customer Responsibilities and Key Personnel);  |
| <b>Approved Sub-Licensee</b>  | means any of the following: <ul style="list-style-type: none"> <li>• a Central Government Body;</li> <li>• any third party providing services to a Central Government Body; and/or</li> <li>• any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Customer;</li> </ul>  |
| <b>Assets</b>   | means all assets and rights used by the Supplier to provide the Services in accordance with this Call Off Contract;  |
| <b>Auditor</b>  | means: <ul style="list-style-type: none"> <li>• the Customer's internal and external auditors;</li> <li>• the Customer's statutory or regulatory auditors;</li> <li>• the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office</li> <li>• HM Treasury or the Cabinet Office</li> <li>• any party formally appointed by the Customer to carry out audit or similar review functions; and</li> <li>• successors or assigns of any of the above;</li> </ul> |
| <b>Authority</b>  | means <b>THE MINISTER FOR THE CABINET OFFICE (Cabinet Office)</b> as represented by Crown Commercial Service, a trading fund of the Cabinet Office, whose offices are located at Rosebery Court, St Andrews Business Park, Norwich, NR7 0HS;   |
| <b>Authority to Proceed (ATP)</b>                                     | means the point at which the Supplier is authorised to provide the relevant Operational Services to the Customer provided in the form of a Satisfaction Certificate relating to the Milestone which is recorded as being linked to ATP in  |

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|                                       | the Implementation Plan;   |
| <b>Base Case Financial Model</b>      | means the pro forma base case financial model as referred to in Paragraph 10 of Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing) and as set out in Annex 8 to Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing);  |
| <b>Baseline Security Requirements</b> | means the security requirements set forth in Annex 1 to Call Off Schedule 8 (Security);  |
| <b>Baseline SMRD</b>                  | means the SMRD agreed by the Parties prior to the Final Operational Service Commencement Date. The Baseline SMRD is then maintained through the Call Off Contract Period and amended through the Change Control Procedure;   |
| <b>Baseline SOM</b>                   | means the SOM agreed by the Parties prior to the Final Operational Service Commencement Date. The Baseline SOM is then maintained through the Call Off Contract Period and amended through the Change Control Procedure;   |
| <b>Baselined Document</b>             | means a document updated as the latest applicable version which applies in connection with this Call Off Contract and as Approved by the Customer;   |
| <b>BCDR Plan</b>                      | means the plan prepared pursuant to Paragraph 2 of Call Off Schedule 10 (Business Continuity and Disaster Recovery), as may be amended from time to time;  |
| <b>BCDR Services</b>                  | means the services in Schedule 10 (Business Continuity and Disaster Recovery);   |
| <b>Breach of Security</b>             | <p>means the occurrence of:</p> <ul style="list-style-type: none"> <li>(a) any unauthorised access to or use of the Services, the Customer Premises, the Sites, the Supplier System, the Customer System (to the extent that it is under the control of the Supplier) and/or any IT, information or data (including Sensitive Information and the Customer Data) used by the Customer and/or the Supplier in connection with this Call Off Contract; and/or</li> <li>(b) the loss and/or unauthorised disclosure of any information or data (including Sensitive Information as defined by the Government Security Classification Policy and the Data Protection Legislation and the Customer Data), including any copies of such information or data, used by the Customer and/or the Supplier in connection with this Call Off Contract, and/or</li> <li>(c) any event that might compromise the security of onward connections to secure services and/or the Customer's connectivity to such services (e.g. PSN to the extent that it is under the control of the Supplier), each in connection with this Call Off Contract;</li> </ul> |
| <b>Build</b>                          | The combination of software and configuration and drivers on a specific piece of hardware or set of hardware, i.e. a standard build for a Lenovo 470 will be all the Office and apps installed on a device appropriately configured with the right drivers and plugins so it works effectively for the user with the Customer network 'out of the box'. Taking a copy of the finalised build creates an 'image' that can be used for deployment.   |
| <b>Bulk Device</b>                    | means a bulk grouping of devices to be replaced in accordance with this Call   |

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| <b>Replacement</b>                 | Off Contract;  |       |         |       |         |       |         |       |         |
| <b>Business as Usual (BAU)</b>     | means the day to day business of the Customer and/or the operational running of the live Customer Services, as applicable;   |       |         |       |         |       |         |       |         |
| <b>Business Continuity Plan</b>    | means the plan described in Paragraph 4 of Call Off Schedule 10 (Business Continuity and Disaster Recovery) and shall include elements requirement in accordance with Call Off Schedule 14 (Services);   |       |         |       |         |       |         |       |         |
| <b>Business Services Catalogue</b> | means the catalogue organised and administered by the Agency Manager containing products and services made available to the Customer at the fixed prices contained therein;  |       |         |       |         |       |         |       |         |
| <b>Call Off Agreement</b>          | means a legally binding agreement (entered into pursuant to the provisions of the Framework Agreement) for the provision of the Services made between a Contracting Body and the Supplier pursuant to Framework Schedule 5 (Call Off Procedure);   |       |         |       |         |       |         |       |         |
| <b>Call Off Commencement Date</b>  | means the date of commencement of this Call Off Contract set out in the Order Form;  |       |         |       |         |       |         |       |         |
| <b>Call Off Contract</b>           | means this contract between the Customer and the Supplier (entered into pursuant to the provisions of the Framework Agreement) consisting of the Order Form and the Call Off Terms;  |       |         |       |         |       |         |       |         |
| <b>Call Off Contract Charges</b>   | means the prices (inclusive of any Milestone Payments and exclusive of any applicable VAT), payable to the Supplier by the Customer under this Call Off Contract and as set out in Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing) and including charges incurred under Call Off Schedule 5 (Change Control Procedure), for the full and proper performance by the Supplier of its obligations under this Call Off Contract and such Charges shall be calculated in a manner which is consistent with the Charging Structure; |       |         |       |         |       |         |       |         |
| <b>Call Off Contract Period</b>    | means the term of this Call Off Contract from the Call Off Commencement Date until the Call Off Expiry Date, which shall in no event exceed the maximum durations specified below: <table border="1" data-bbox="438 1328 1208 1534"> <tr> <td>Lot 1</td><td>2 years</td></tr> <tr> <td>Lot 2</td><td>3 years</td></tr> <tr> <td>Lot 3</td><td>5 years</td></tr> <tr> <td>Lot 4</td><td>7 years</td></tr> </table>  | Lot 1 | 2 years | Lot 2 | 3 years | Lot 3 | 5 years | Lot 4 | 7 years |
| Lot 1                              | 2 years  |       |         |       |         |       |         |       |         |
| Lot 2                              | 3 years  |       |         |       |         |       |         |       |         |
| Lot 3                              | 5 years  |       |         |       |         |       |         |       |         |
| Lot 4                              | 7 years  |       |         |       |         |       |         |       |         |
| <b>Call Off Contract Year</b>      | means a period of twelve consecutive (12) Months commencing on the Call Off Commencement Date or each anniversary thereof;   |       |         |       |         |       |         |       |         |
| <b>Call Off Expiry Date</b>        | means: <ul style="list-style-type: none"> <li>the end date of the Call Off Initial Period or any Call Off Extension Period; or</li> <li>if this Call Off Contract is terminated before the date specified in (a) above, the earlier date of termination of this Call Off Contract;</li> </ul>  |       |         |       |         |       |         |       |         |
| <b>Call Off Extension Period</b>   | means the extension term of this Call Off Contract from the end date of the Call Off Initial Period to the end date of the extension period stated in the Order Form, which shall in no event exceed the maximum durations specified below: <table border="1" data-bbox="438 1960 1208 2011"> <tr> <td>Lot 1</td><td>N/A</td></tr> </table>  | Lot 1 | N/A     |       |         |       |         |       |         |
| Lot 1                              | N/A  |       |         |       |         |       |         |       |         |

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|-------------------------------------|---|-------|-----|-------|---------|-------|---------|
|                                     | <table> <tr> <td>Lot 2</td><td>N/A</td></tr> <tr> <td>Lot 3</td><td>2 years</td></tr> <tr> <td>Lot 4</td><td>2 years</td></tr> </table>   | Lot 2 | N/A | Lot 3 | 2 years | Lot 4 | 2 years |
| Lot 2                               | N/A   |       |     |       |         |       |         |
| Lot 3                               | 2 years   |       |     |       |         |       |         |
| Lot 4                               | 2 years   |       |     |       |         |       |         |
| <b>Call Off Form</b>                | has the same meaning as the Order Form;   |       |     |       |         |       |         |
| <b>Call Off Guarantee</b>           | means a deed of guarantee that may be required under this Call Off Contract in favour of the Customer in the form set out in Framework Schedule 13 (Guarantee) granted pursuant to Clause 52 of this Call Off Contract (Call Off Guarantee) where used;   |       |     |       |         |       |         |
| <b>Call Off Guarantor</b>           | means the person in the event that a Call Off Guarantee is required under this Call Off Contract acceptable to the Customer to give a Call Off Guarantee;   |       |     |       |         |       |         |
| <b>Call Off Initial Period</b>      | means the initial term of this Call Off Contract, which starts on the Call Off Commencement Date and ends 36 Months from the Final Operational Service Commencement Date;   |       |     |       |         |       |         |
| <b>Call Off Schedule</b>            | means a schedule to this Call Off Contract;   |       |     |       |         |       |         |
| <b>Call Off Terms</b>               | means these terms and conditions entered by the Parties (excluding the Order Form) in respect of the provision of the Services, together with the Call Off Schedules hereto;  |       |     |       |         |       |         |
| <b>Capacity Management Service</b>  | means those Services provided by the Supplier to meet the Services of the Customer described in Table 2.2 (Capacity Management) in Category 3 of Part A of Call Off Schedule 14 (Services);   |       |     |       |         |       |         |
| <b>Catalogue Charges</b>            | means the Call Off Contract Charges payable by the Customer if it orders items from the Service Catalogue, as such Call Off Contract Charges are set out in Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing);   |       |     |       |         |       |         |
| <b>CCR's</b>                        | means change control requests;  |       |     |       |         |       |         |
| <b>CEDR</b>                         | means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;  |       |     |       |         |       |         |
| <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> <ul style="list-style-type: none"> <li>• Government Department;</li> <li>• Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li> <li>• Non-Ministerial Department; or</li> <li>• Executive Agency;</li> </ul> |       |     |       |         |       |         |
| <b>Change</b>                       | means any change to this Call Off Contract and any change in the way in which the Supplier provides the Services;   |       |     |       |         |       |         |
| <b>Change Advisory Board or CAB</b> | means the Customer's change board known as such;  |       |     |       |         |       |         |
| <b>Change Authorisation Note</b>    | means the document known as such in the Electronic Change System (or which may, for example, be known as a Change Order in the Electronic Change System), issued by the Agency Manager from time to time, and incorporated into the Managing CCRs Policy, except where Call Off Schedule 5 (Change Control Procedure) expressly states that a change authorisation note   |       |     |       |         |       |         |

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|   | must be signed (Paragraphs 4.1.11 and 5.2) and in which case the document will be in the form set out at Part 3 of Annex 1 of Call Off Schedule 5 (Change Control Procedure);   |
| <b>Change Communications</b>              | means any Change Request, Impact Assessment or Change Authorisation Note;   |
| <b>Change Control Procedure</b>           | means the procedure for dealing with Changes set out in Call Off Schedule 5 (Change Control Procedure);   |
| <b>Change Governance</b>                  | means the Customer board responsible for dealing with governance in relation to Call Off Schedule 17 (Governance);  |
| <b>Change in Law</b>                      | means any change in Law which impacts on the supply of the Services and performance of the Call Off Terms which comes into force after the Call Off Commencement Date;  |
| <b>Change of Control</b>                  | means a change of control within the meaning of section 450 of the Corporation Tax Act 2010;  |
| <b>Change Request</b>                     | means the document known as such (or similarly named but with the same purpose of use as the Change Request) in the Electronic Change System, issued by the Agency Manager from time to time, and incorporated into the Managing CCRs Policy, except where access to the Electronic Change System is unavailable and in which case the document will be in the form set forth in Part 1 of Annex 1 to Call Off Schedule 5 (Change Control Procedure); |
| <b>Charges</b>                            | means the Call Off Contract Charges;  |
| <b>Charging Structure</b>                 | means the structure to be used in the establishment of the charging model which is applicable to each Call Off Agreement, which structure is set out in Framework Schedule 3 (Framework Prices and Charging Structure);   |
| <b>CMDB</b>                               | means an application or tool that provides the Service Desk function with a centralised configuration system to manage the Assets utilised to operate and support services in the Customers ICT environment;  |
| <b>CMS</b>                                | means the Customer Case Management System;  |
| <b>Collaboration Agreement</b>            | has the same meaning as Cooperation Agreement;  |
| <b>Commercially Sensitive Information</b> | means the Confidential information listed in section D of the 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 Customer that, if disclosed by the Customer, would cause the Supplier significant commercial disadvantage or material financial loss;   |
| <b>Commodity Unit Charges</b>             | means the Call Off Contract Charges payable on a commodity unit basis as set out in Paragraph 3.2 of Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing);  |
| <b>Comparable Supply</b>                  | means the supply of Services to another customer of the Supplier that are the same or similar to the Services;  |
| <b>COMPASS</b>                            | means the contract under which IT services are provided to the Customer by CGI, dated 31 December 2001, as amended from time to time;   |
| <b>COMPASS Exit Delivery Group</b>        | means the final level of escalation established by the Customer under the Call Off Contract at which unresolved issues may be raised by the Supplier and Other Suppliers that provide IT services to the Customer's ICT environment;  |

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| <b>Compensation for Critical Service Level Failure</b>                   | has the meaning given to it in Clause 9.1.2 (Critical Service Level Failure);   |
| <b>Complaint Management Policies, Processes and Procedures (or PPPs)</b> | means the PPPs for complaint management under this Call Off Contract;   |
| <b>Component</b>   | means any constituent parts of the Services, bespoke or COTS, hardware or software;   |
| <b>Confidential Information</b>  | means the Customer's Confidential Information and/or the Supplier's Confidential Information, as the context specifies;   |
| <b>Configuration Items</b>   | means any Component or other service asset that needs to be managed in order to deliver an IT service. Information about each configuration item is recorded in a configuration record within the configuration management system and is maintained throughout its lifecycle by service asset and configuration management. Configuration items are under the control of change management. They typically include IT services, hardware, software, buildings, people and formal documentation such as process documentation and service level agreements.  |
| <b>Continuous Improvement Plan</b>                                       | means a plan for improving the provision of the Services and/or reducing the Charges produced by the Supplier pursuant to Framework Schedule 12 (Continuous Improvement and Benchmarking);  |
| <b>Contracting Body</b>  | means the Authority, the Customer and any other bodies listed in paragraph VI.3 of the OJEU Notice;   |
| <b>Control</b>   | means control as defined in section 1124 and 450 Corporation Tax Act 2010 and Controls and Controlled shall be interpreted accordingly;   |
| <b>Conviction</b>  | means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006; |
| <b>Cooperation Agreement</b>   | means an agreement between the Customer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Customer's Services and to ensure that the Customer receives an efficient end-to-end Service; such agreement to be in the form set out in the Call Off Schedule 16 (Cooperation Agreement);   |
| <b>Costs</b>   | means the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Services: <ul style="list-style-type: none"> <li>a. the cost to the Supplier or the Key Sub-Contractor (as the context requires), calculated per Man Day, of engaging the Supplier Personnel, including:</li> </ul>   |



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|                                  | <ul style="list-style-type: none"> <li>i. base salary paid to the Supplier Personnel;</li> <li>ii. employer's national insurance contributions;</li> <li>iii. pension contributions;</li> <li>iv. car allowances;</li> <li>v. any other contractual employment benefits;</li> <li>vi. staff training;</li> <li>vii. work place accommodation;</li> <li>viii. work place IT equipment and tools reasonably necessary to provide the Services (but not including items included within limb (b) below); and</li> <li>ix. reasonable recruitment costs, as agreed with the Customer;</li> </ul> <p>b. costs incurred in respect of those Supplier Assets which are detailed on the Registers and 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 Customer 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;</p> <p>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 Services;</p> <p>but excluding:</p> <ul style="list-style-type: none"> <li>a. Overhead;</li> <li>b. financing or similar costs;</li> <li>c. maintenance and support costs to the extent that these relate to maintenance and/or support services provided beyond the Call Off Contract Period whether in relation to Supplier Assets or otherwise;</li> <li>d. taxation;</li> <li>e. fines and penalties;</li> <li>f. amounts payable under Clause 61 (Benchmarking) where used; and</li> <li>g. non-cash items (including depreciation, amortisation, impairments and movements in provisions);</li> </ul> |
| <b>COTS</b>                      | means commercially available off the shelf software, being software that is commonly used and is provided in a standard form and on standard licence terms which are not typically negotiated by the licensor;   |
| <b>Counter Notice</b>            | has the meaning given to it in Paragraph 6.2 of Call Off Schedule 4 (Dispute Resolution Procedure);  |
| <b>CPS Direct</b>                | means the Customer's 24x7 advice and charging service;   |
| <b>CPS Technology Governance</b> | means the level of governance described in Call Off Schedule 17 (Governance);  |
| <b>Critical</b>                  | means the severity of threat vulnerabilities categorised as such in accordance with Call Off Schedule 8 (Security);  |

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| <b>Critical Service Level Failure</b> | means any instance of critical service level failure specified in Annex 2 to Part A of Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring);   |
| <b>Crown</b>                          | means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;   |
| <b>Crown Body</b>                     | means any department, office or executive agency of the Crown;   |
| <b>CRTPA</b>                          | means the Contracts (Rights of Third Parties) Act 1999;  |
| <b>Customer</b>                       | means the customer(s) identified in the Order Form;  |
| <b>Customer Assets</b>                | means the Customer Assets as set out in Annex 1 of Call Off Schedule 9 (Software and Assets) and any hardware, computer and telecoms devices and equipment supplied by or on behalf of the Customer for the provision of the Services;   |
| <b>Customer Background IPR</b>        | means: <ul style="list-style-type: none"> <li>• IPRs owned by the Customer before the Call Off Commencement Date, including IPRs contained in any of the Customer's Know-How, documentation, processes and procedures;</li> <li>• IPRs created by the Customer independently of this Call Off Contract; and/or</li> <li>• Crown Copyright which is not available to the Supplier otherwise than under this Call Off Contract;</li> </ul> relating to the Services;   |
| <b>Customer Business Areas</b>        | means, the Customer's business, comprising of thirteen (13) geographical business areas across England and Wales which administer smaller operational units;   |
| <b>Customer Cause</b>                 | any breach by the Customer of any of the Customer Responsibilities (unless caused or contributed to by the Supplier and/or any Sub Contractor, whether under this Call Off Contract or otherwise, or as the result of any act or omission by the Customer to which the Supplier has given its prior consent). Customer Cause shall not include any exercise by the Customer of its rights under this Call Off Contract or the consequences of such action;   |
| <b>Customer Change Group or TCF</b>   | means the Technology Change Forum (TCF) or replacement Customer change group, as such replacement group is notified in writing to the Supplier from time to time;  |
| <b>Customer Data</b>                  | means: <ul style="list-style-type: none"> <li>• 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 Customer's Confidential Information, and which:</li> <li>• are supplied to the Supplier by or on behalf of the Customer; or</li> <li>• the Supplier is required to generate, process, store or transmit pursuant to this Call Off Contract; or</li> </ul> |

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|  | <ul style="list-style-type: none"> <li>any Personal Data for which the Customer is the Data Controller;</li> </ul>   |
| <b>Customer Expenses Policy</b>            | means the Customer's expense policy, as amended from time to time, which may be made available on the website of the Customer;   |
| <b>Customer ICT Environment</b>            | means the Customer's diverse set of technological tools and resources used to communicate, and to create, disseminate, store, and manage information;  |
| <b>Customer Implementation Manager</b>     | means the member of the Customer's staff with responsibility for Implementation or transition activity and as more particularly defined in Paragraph 1.1.2 of Part D of Call Off Schedule 13 (Implementation Plan, Customer Responsibilities and Key Personnel);   |
| <b>Customer Locations</b>                  | means Customer Premises;   |
| <b>Customer Office</b>                     | means Customer Premises;   |
| <b>Customer Premises</b>                   | means premises owned, controlled or occupied by the Customer to which the Services will be provided under this Call Off Contract (including as listed in Annex 14-1 of Schedule 14 (Services) or any locations where Users are located and which the Services will be provided in accordance with Call Off Schedule 14 (Services);   |
| <b>Customer Property</b>                   | means the property, other than real property and IPR, including the Customer System issued or made available to the Supplier by the Customer in connection with this Call Off Contract;  |
| <b>Customer Representative</b>             | means the representative appointed by the Customer from time to time in relation to this Call Off Contract;  |
| <b>Customer Responsibilities</b>           | means the responsibilities described in Part C of Call Off Schedule 13 (Implementation Plan, Customer Responsibilities and Key Personnel);   |
| <b>Customer Service Design</b>             | means the member of the Customer's staff with responsibility for Implementation or transition activity;  |
| <b>Customer Software</b>                   | means the Customer Software as set out in Annex 4 of Call Off Schedule 9 (Software and Assets) together with all other software which is not identified as such in Call Off Schedule 9 (Software and Assets) but which is owned by or licensed to the Customer and which is or will be used by the Supplier for the purposes of providing the Services;  |
| <b>Customer Support Manager</b>            | means the person appointed to that position by the Customer, or as otherwise notified in writing to the Supplier in writing from time to time or, if no person is notified, the Customer's Representative;   |
| <b>Customer System</b>                     | means the Customer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Customer or the Supplier in connection with this Call Off Contract which is owned by or licensed to the Customer by a third party and which interfaces with the Supplier System or which is necessary for the Customer to receive the Services;                  |
| <b>Customer's Confidential Information</b> | <p>means:</p> <ul style="list-style-type: none"> <li>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 Customer (including all Customer Background IPR and Project Specific IPR);</li> <li>any other information clearly designated as being confidential (whether or</li> </ul> |

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|  | <p>not it is marked confidential) or which ought reasonably be considered confidential which comes (or has come) to the Customer's attention or into the Customer's possession in connection with this Call Off Contract; and</p> <ul style="list-style-type: none"> <li>information derived from any of the above;</li> </ul>   |
| <b>Customer's Vote Ambit</b>             | means in the UK annual public expenditure is agreed between the Crown and Parliament for each government department. The Crown provides estimates to the House of Commons each year. The estimates are divided into votes - one or two for each department. The votes are governed by an ambit;  |
| <b>Data Controller</b>                   | has the meaning given to it in the Data Protection Legislation;  |
| <b>Data Processor</b>                    | has the meaning given to it in the Data Protection Legislation;  |
| <b>Data Protection Impact Assessment</b> | means the specific requirement for an impact assessment for Data Protection activities under Annex 2 to Call Off Schedule 15 (Data Protection);  |
| <b>Data Protection Legislation</b>       | (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 (subject to Royal Assent) 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; and (iv) legally binding guidance and codes of practice issued by the Information Commissioner;   |
| <b>Data Protection Officer</b>           | has the meaning given to it in the Data Protection Legislation;  |
| <b>Data Subject</b>                      | has the meaning given to it in the Data Protection Legislation;  |
| <b>Data Subject Access Request</b>       | means a request made by a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access his or her Personal Data;   |
| <b>Day Rates</b>                         | means the day rates set out in Annex 6 (Rate Card) of Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing);  |
| <b>DDM</b>                               | means the same as Documentary Deliverables Matrix;   |
| <b>Decommission</b>                      | means the agreed process by which the Supplier removes a Device from Active Use leading to the Device's Destruction;   |
| <b>Decommissioning Requirements</b>      | means the Customer's decommissioning service requirements relating to the planned shut-down or removal of a service or Asset, as applicable;   |
| <b>Deductions</b>                        | means all Service Credits, Delay Payments or any other deduction which the Customer is paid or is payable under this Call Off Contract;  |
| <b>Default</b>                           | means any breach of the obligations of the Supplier (including but not limited to including abandonment of this Call Off Contract in breach of its terms) or any other default (including material Default), act, omission, negligence or statement of the Supplier, its Sub-Contractors or any Supplier Personnel howsoever arising in connection with or in relation to the subject-matter of this Call Off Contract and in respect of which the Supplier is liable to the Customer; |
| <b>Defect</b>                            | <p>means any of the following:</p> <ol style="list-style-type: none"> <li>any error, damage or defect in the manufacturing of a Deliverable; or</li> <li>any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or</li> </ol>   |

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|                                     | <p>c. any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Customer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or</p> <p>d. any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Customer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract;</p> |
| <b>Delay</b>                        | <p>means:</p> <ul style="list-style-type: none"> <li>• a delay in the Achievement of a Milestone by its Milestone Date; or</li> <li>• a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;</li> </ul>   |
| <b>Delay Payments</b>               | means the amounts payable by the Supplier to the Customer in respect of a delay in meeting the Final OSCD as specified in the Implementation Plan;   |
| <b>Delay Period Limit</b>           | shall be the number of days specified in section C of the Order Form, for the purposes of Clause 5.4.1(b)(ii);   |
| <b>Deliverable</b>                  | means an item, feature or service associated with the provision of the Services or a change in the provision of the Services which is required to be delivered by the Supplier at a Milestone Date or at any other stage during the performance of this Call Off Contract;   |
| <b>Delivery</b>                     | means, in respect of the Services, the time at which the Services have been provided or performed by the Supplier as confirmed by the issue by the Customer of a Satisfaction Certificate in respect of the relevant Milestone thereof (if any) or otherwise in accordance with this Call Off Contract and accepted by the Customer and <b>Deliver</b> and <b>Delivered</b> shall be construed accordingly;  |
| <b>Dependency (*ies)</b>            | an action on the part of the Customer (or a third party supplier of the Customer but not a third party supplier of the Supplier) that is identified in Annex 7 (Risks / Dependencies) of Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing) and which prevents a Milestone or Service being completed by the Supplier;   |
| <b>Detailed Implementation Plan</b> | means the Supplier's plans for Implementation of the Services from the Former Supplier to the Supplier pursuant to the Detailed Implementation Plan as described in Call Off Schedule 13 (Implementation Plan, Customer Responsibilities and Key Personnel);   |
| <b>Device</b>                       | has the same meaning as End User Device;   |
| <b>Disaster</b>                     | means the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable for the period specified in the Order Form or elsewhere in this Call Off Contract);  |
| <b>Disaster Recovery Plan</b>       | means the plan described in Part C of Call Off Schedule 10 (Business Continuity and Disaster Recovery);  |
| <b>Disaster</b>                     | means the services embodied in the processes and procedures for restoring  |

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| <b>Recovery Services</b>                     | the provision of Services following the occurrence of a Disaster, as detailed further in Call Off Schedule 10 (Business Continuity and Disaster Recovery);  |
| <b>Disaster Recovery System</b>              | means the Supplier's system for restoring the provision of Services following the occurrence of a Disaster for Disaster as detailed further in Call Off Schedule 10 (Business Continuity and Disaster Recovery);  |
| <b>Disclosing Party</b>                      | has the meaning given to it in Clause 23.3.1 (Confidentiality);   |
| <b>Discount Structure</b>                    | means the Supplier commitment to provide a detailed discount documented approach applicable to offering discounts under this Call Off Contract as included at Annex 2 to Framework Schedule 3;  |
| <b>Dispute</b>                               | means any dispute, difference or question of interpretation arising out of or in connection with this Call Off Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Call Off Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;  |
| <b>Dispute Notice</b>                        | means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;   |
| <b>Dispute Resolution Procedure</b>          | means the dispute resolution procedure set out in Call Off Schedule 4 (Dispute Resolution Procedure);   |
| <b>Document Approval Procedure</b>           | means the approval procedure to be adopted for the Documentary Deliverables in accordance with Annex 5 of Part B of Call Off Schedule 13 (Implementation Plan, Customer Responsibilities and Key Personnel);  |
| <b>Documentary Deliverable</b>               | means the Implementation Deliverables to be delivered in document form;   |
| <b>Documentary Deliverables Matrix (DDM)</b> | means the list of documents that will be produced during the Implementation Period (also known as the product register) to be delivered by the Supplier to the Customer under Call Off Schedule 13 (Implementation Plan, Customer Responsibilities and Key Personnel) and further details of which are set out in the applicable Product Description as set out in Annex 1 to Part B of Call Off Schedule 13 (Implementation Plan, Customer Responsibilities and Key Personnel);  |
| <b>Documentation (or Document)</b>           | means all documentation as: <ul style="list-style-type: none"> <li>• is required to be supplied by the Supplier to the Customer under this Call Off Contract;</li> <li>• would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Customer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Services;</li> <li>• is required by the Supplier in order to provide the Services; and/or</li> <li>• has been or shall be generated for the purpose of providing the Services;</li> </ul> |
| <b>DOTAS</b>                                 | means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the  |

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|                                  | Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;   |
| <b>DPA</b>                       | means the Data Protection Act 1998, as amended from time to time;  |
| <b>Dragon software</b>           | means a software product used for speech conversion into computer text;  |
| <b>Due Diligence Information</b> | means any information supplied to the Supplier by or on behalf of the Customer prior to the Call Off Commencement Date, including the information provided in the Virtual Data Room;   |
| <b>EIRs</b>                      | has the same meaning as Environmental Information Regulations below;   |
| <b>Elapsed Hours</b>             | means 24 hours 7 days a week inclusive;  |
| <b>Electronic Change System</b>  | means the electronic change management system of the Agency Manager;   |
| <b>Eligible Employee</b>         | has the meaning set out in Call Off Schedule 12 (Staff Transfer);  |
| <b>Emergency Maintenance</b>     | <p>means ad hoc and unplanned maintenance provided by the Supplier where:</p> <ul style="list-style-type: none"> <li>the Customer reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault, and notifies the Supplier of the same; or</li> <li>the Supplier reasonably suspects that the ICT Environment or the Services, or any part the ICT Environment or the Services, has or may have developed a fault;</li> </ul>  |
| <b>Employee Liabilities</b>      | <p>means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <ul style="list-style-type: none"> <li>redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</li> <li>unfair, wrongful or constructive dismissal compensation;</li> <li>compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;</li> <li>compensation for less favourable treatment of part-time workers or fixed term employees;</li> <li>outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Customer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-Contractor if such payment should have been made prior to the Service Transfer Date;</li> <li>claims whether in tort, contract or statute or otherwise;</li> <li>any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any</li> </ul> |

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|  | requirements which may arise from such investigation;  |
| <b>Employment Regulations</b>                | means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive;   |
| <b>End User</b>                              | means the person that is authorised by the Customer to use one of its EUDs and/or applications in the IT Environment;  |
| <b>End of Life or “EOL”</b>                  | is a term used with respect to a product supplied to customers, indicating that the product is in the end of its useful life, and a vendor stops marketing, selling, or rework sustaining it;  |
| <b>Environmental Information Regulations</b> | means 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 Customer;   |
| <b>Environmental Policy</b>                  | means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;   |
| <b>Equipment</b>                             | means the Customer Equipment and the Supplier Equipment;   |
| <b>EUC</b>                                   | means end user computing;  |
| <b>EUD</b>                                   | has the same meaning as End User Device;   |
| <b>End User Computing</b>                    | has the same meaning as EUC;   |
| <b>End User Device</b>                       | means the end user computing devices, including desktops (FAPs) and mobile devices (TAPs), to be managed by the Supplier in accordance with the Service Requirements;  |
| <b>Euro Compliant</b>                        | <p>means that: (i) the introduction of the euro within any part(s) of the UK shall not affect the performance or functionality of any relevant items nor cause such items to malfunction, end abruptly, provide invalid results or adversely affect the Customer's business; (ii) all currency-reliant and currency-related functions (including all calculations concerning financial data) of any relevant items enable the introduction and operation of the euro; and (iii) in particular each and every relevant item shall, to the extent it performs or relies upon currency-related functions (including all calculations concerning financial data):</p> <ul style="list-style-type: none"> <li>• be able to perform all such functions in any number of currencies and/or in Euros;</li> <li>• during any Implementation phase applicable to the relevant part(s) of the UK, be able to deal with multiple currencies and, in relation to the euro and the national currency of the relevant part(s) of the UK, dual denominations;</li> <li>• recognise accept, display and print all the euro currency symbols and alphanumeric codes which may be adopted by any government and other European Union body in relation to the euro;</li> <li>• incorporate protocols for dealing with rounding and currency conversion;</li> <li>• recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the national currency of</li> </ul> |



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|                                    | <p>the relevant part(s) of the UK and/or the euro; and</p> <ul style="list-style-type: none"> <li>• permit the input of data in euro and display an outcome in euro where such data, supporting the Customer's normal business practices, operates in euro and/or the national currency of the relevant part(s) of the UK;</li> </ul> |
| <b>Exception</b>                   | means a deviation of project tolerances in accordance with PRINCE2 methodology in respect of this Call Off Contract or in the supply of the Services;   |
| <b>Exclusive Assets</b>            | means those Assets which are used exclusively in the provision of the Services including Exclusive Equipment and Exclusive Supplier Software;   |
| <b>Exclusive Supplier Software</b> | means the Software that the Supplier uses exclusively in the provision of the Services which is owned or licensed from third parties by the Supplier and is subject to the terms set out in Call Off Schedule 9 (Software and Assets), or as amended from time to time;   |
| <b>Exit Assistance</b>             | has the meaning given to it in Paragraph 6.1 of Call Off Schedule 11 (Exit Management);   |
| <b>Exit Assistance Charges</b>     | means the Charges payable for Exit Assistance pursuant to Paragraph 6 of Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing);  |
| <b>Exit Assistance Notice</b>      | has the meaning given to it in Paragraph 6.1 of Call Off Schedule 11 (Exit Management);   |
| <b>Exit Assistance Period</b>      | means in relation to an Exit Assistance Notice, the period specified in the Exit Assistance Notice for which the Supplier is required to provide the Exit Assistance as such period may be extended pursuant to Paragraph 6.2 of Call Off Schedule 11 (Exit Management);  |
| <b>Exit Information</b>            | has the meaning given to it in Paragraph 4.1 of Call Off Schedule 11 (Exit Management);   |
| <b>Exit Manager</b>                | means the person appointed by each Party pursuant to Paragraph 3.4 of Call Off Schedule 11 (Exit Management) for managing the Parties' respective obligations under Call Off Schedule 11 (Exit Management);   |
| <b>Exit Plan</b>                   | means the exit plan to be developed by the Supplier pursuant to Call Off Schedule 11 (Exit Management);   |
| <b>Expedited Dispute Timetable</b> | means the timetable set out in Paragraph 2.6 of Call Off Schedule 4 (Dispute Resolution Procedure);   |
| <b>Expert</b>                      | means an independent expert to be appointed by the Parties in accordance with Paragraph 5.2 of Call Off Schedule 4 (Dispute Resolution Procedure);  |
| <b>Expert Determination</b>        | means the expert determination procedure prescribed in Paragraph 5 of Call Off Schedule 4 (Dispute Resolution Procedure);   |
| <b>Fair Deal</b>                   | has the meaning set out in the definition of New Fair Deal in Schedule 12 (Staff Transfer);   |
| <b>Fair Deal Employees</b>         | has the meaning set out in Call Off Schedule 12 (Staff Transfer);   |
| <b>Fast-track Change</b>           | means any Change which the Parties agree to expedite in accordance with Paragraph 6 of Call Off Schedule 5 (Change Control Procedure);  |
| <b>Feature Update</b>              | means the Microsoft Windows Client OS Updates that will add new features to   |

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|   | Windows, delivered twice every year (as per <a href="https://docs.microsoft.com/en-us/windows/deployment/update/waas-overview#feature-updates">https://docs.microsoft.com/en-us/windows/deployment/update/waas-overview#feature-updates</a> )   |
| <b>Final Operational Service Commencement Date or Final OSCD or FOSCD</b> | means the date when the last Milestone in the Implementation Plan must be Achieved;   |
| <b>Finance Report</b>   | means a monthly report that records financial management information as agreed with the Customer and set out within Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing) and other reporting lines as defined under Call Off Schedule 14 (Services) and agreed with the Customer;   |
| <b>First Operational Services Commencement Date (First OSCD)</b>          | means the date when the first Milestone in the Implementation Plan is Achieved;   |
| <b>Fixed Service Charges</b>  | means the fixed service charges set out in Annex 2 of Schedule 2 (Call Off Contract Charges, Payment and Invoicing);  |
| <b>FOIA</b>   | means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;   |
| <b>Force Majeure</b>  | <p>means any event, occurrence, circumstance, matter or cause affecting the performance by either the Customer or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> <li>• 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 Call Off Contract;</li> <li>• riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</li> <li>• acts of the Crown, local government or Regulatory Bodies;</li> <li>• fire, flood or any disaster; and</li> <li>• 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>○ 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; and</li> <li>○ 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> <li>○ any failure of delay caused by a lack of funds;</li> </ul> </li> </ul> |
| <b>Force Majeure Event</b>  | means an event of Force Majeure;  |
| <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;  |

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| <b>Former Supplier</b>                            | has the meaning set out in Call Off Schedule 12 (Staff Transfer);  |
| <b>Framework Agreement</b>                        | means the framework agreement between the Authority and the Supplier referred to in the Order Form;  |
| <b>Framework Commencement Date</b>                | means the date of commencement of the Framework Agreement;   |
| <b>Framework Period</b>                           | means the period from the Framework Commencement Date until the expiry or earlier termination of the Framework Agreement;  |
| <b>Framework Schedule</b>                         | means a schedule to the Framework Agreement;   |
| <b>Fraud</b>                                      | means any offence under any Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts including acts of forgery;  |
| <b>Functional Specification</b>                   | means a formal document used to describe in detail the EUD intended functional capabilities, appearance, and interactions with Users;  |
| <b>Further Competition Procedure</b>              | means the award procedure described in Paragraph 2 of Framework Schedule 5 (Call Off Procedure);   |
| <b>General Anti-Abuse Rule</b>                    | means (a) the legislation in Part 5 of the Finance Act 2013 and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;  |
| <b>General Change in Law</b>                      | means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;  |
| <b>General Data Protection Regulation or GDPR</b> | means the General Data Protection Regulation ((EU) 2016/679);  |
| <b>General Principles</b>                         | such general principles as are set out in any Call Off Schedule and described as such;   |
| <b>Good Industry Practice</b>                     | means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;                          |
| <b>Goods</b>                                      | means the goods to be supplied to the Customer under this Call Off Contract as set out in the Order Form;  |
| <b>Governance</b>                                 | means the Customer governance process set out in Call Off Schedule 17 (Governance);  |
| <b>Government</b>                                 | means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive 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; |
| <b>Halifax Abuse</b>                              | means the principle explained in the CJEU Case C-255/02 Halifax and others;  |

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| <b>Principle</b>                        |  |
| <b>HMCTS Court Store</b>                | has the meaning described in document referenced as HMCTS Court Store ICD113.doc;  |
| <b>HMRC</b>                             | means Her Majesty's Revenue and Customs;   |
| <b>Holding Company</b>                  | has the meaning given to it in section 1159 of the Companies Act 2006;   |
| <b>ICT Environment</b>                  | means the Customer System and the Supplier System;   |
| <b>ICT Policy</b>                       | means the Customer's ICT policy in force as at the Call Off Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Change Control Procedure;   |
| <b>ICT Services</b>                     | means information and communication and technology services;   |
| <b>Image</b>                            | means a copy of a specific build available to engineers to write to a Device to install the appropriate build, for example, a new 470 Device should come installed with the standard 470 build which will have been installed from an image downloaded by the User or an engineer; |
| <b>Impact Assessment</b>                | means an impact assessment in the form set out at Part 2 of Annex 1 to Call Off Schedule 5 (Change Control Procedure) or, if access to the Electronic Change System is available to the Supplier, in the form set out in the Electronic Change System, as applicable;              |
| <b>Implementation</b>                   | means the phase in which the Supplier will deliver the Implementation services, identified as such in the Implementation Plan and commencing from the Call Off Commencement Date;  |
| <b>Implementation Deliverables</b>      | all Project Deliverables documented by the Supplier in any plan, PID or Test Success Criteria including all Documentary Deliverables detailed in the DDM;  |
| <b>Implementation Governance</b>        | means the governance process for Implementation as set out in Part D of Call Off Schedule 13 (Implementation Plan, Customer Responsibilities and Key Personnel);   |
| <b>Implementation Governance Board</b>  | means the Implementation governance board operated in accordance with the principles, processes and procedures set out in Part D of Call Off Schedule 13 (Implementation Plan, Customer Responsibilities and Key Personnel);   |
| <b>Implementation Log</b>               | means a log of all operational key risks that the Supplier has identified during Implementation;   |
| <b>Implementation Manager</b>           | means the Customer Implementation Manager and/or the Supplier Implementation Manager, as applicable;   |
| <b>Implementation Period</b>            | the period commencing from the Call Off Commencement Date to the Final Operational Services Commencement Date;   |
| <b>Implementation Plan</b>              | means the Supplier's plans for Implementation of the Services from the Former Supplier to the Supplier pursuant to the Outline Implementation Plan or the Detailed Implementation Plan, as applicable;   |
| <b>Implementation Readiness Reviews</b> | means the implementation service readiness reviews to be agreed between the parties pursuant to Paragraph 12.1 of Part B of Call Off Schedule 13 (Implementation Plan, Customer Responsibilities and Key Personnel);   |
| <b>Implementation Service Charges</b>   | means the Charges payable for Implementation Services as set out in Paragraph 2 of Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing);   |

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| <b>Implementation Service Readiness Approach</b> | means the implementation service readiness approach to be agreed between the parties pursuant to Paragraph 12.1 of Part B of Call Off Schedule 13 (Implementation Plan, Customer Responsibilities and Key Personnel);  |
| <b>Implementation Workstream</b>                 | means a project workstream that is tasked with the Implementation of any part of the Services;   |
| <b>Implemented Service</b>                       | means the period when the relevant implemented Services have been accepted into services in accordance with Schedule 7 (Testing);  |
| <b>Important</b>                                 | means the severity of threat vulnerabilities categorised as such in accordance with Call Off Schedule 8 (Security);  |
| <b>Incident</b>                                  | means an unplanned interruption to the Supplier System and/or a Service or a reduction in the quality of the Supplier System and/or a Service including Service Failures;  |
| <b>Incident Resolution Times</b>                 | means the resolution times as are set out in Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring);   |
| <b>Incident Severity Levels</b>                  | shall be as set out in Paragraph 1 to Annex 1 of Part A of Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring);   |
| <b>Information</b>                               | has the meaning given to it under section 84 of the Freedom of Information Act 2000;   |
| <b>Information Commissioner</b>                  | has the meaning under the Data Protection Legislation;   |
| <b>Insolvency Event</b>                          | <p>means, in respect of the Supplier or Call Off Guarantor (as applicable):</p> <ol style="list-style-type: none"> <li>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>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>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>a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</li> <li>an application order 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>it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</li> <li>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>where the Supplier or Framework Guarantor or Call Off Guarantor is an individual or partnership, any event analogous to those listed in limbs (a) to</li> </ol> |

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|  | <p>(g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>i. any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>  |
| <b>Intellectual Property Rights or IPR</b> | <p>means:</p> <p>a. copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business 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 Customer in the fulfilment of its obligations under this Call Off Contract;   |
| <b>ISMS</b>                                | the Information Security Management System and processes developed by the Supplier in accordance with Paragraph 3 of Call Off Schedule 8 (Security) and as updated from time to time in accordance with Call Off Schedule 8 (Security). The scope of the ISMS will be as agreed by the Parties and will directly reflect the scope of Services delivered;  |
| <b>ISO</b>                                 | means International Standards Organisation;  |
| <b>IT Accessibility Services (ITA)</b>     | those Services provided by the Supplier to meet the Services of the Customer described in the "ITA Requirements" table in Category 2 of Part A of Call Off Schedule 14 (Services);   |
| <b>ITIL</b>                                | means the ITIL Guidelines;   |
| <b>ITIL Guidelines</b>                     | means the Office of Government Commerce's IT Infrastructure Library version 3 or above;  |
| <b>Key Performance Indicators or KPIs</b>  | means the performance measurements and targets in respect of the Supplier's performance of the Framework Agreement set out in Part B of Framework Schedule 2 (Services and Key Performance Indicators);  |
| <b>Key Personnel</b>                       | means the individuals (if any) identified as such in Part E of Call Off Schedule 13 (Implementation Plan, Customer Responsibilities and Key Personnel);  |
| <b>Key Role(s)</b>                         | has the meaning given to it in Clause 62 (Key Personnel);  |
| <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> <ul style="list-style-type: none"> <li>• listed in Framework Schedule 7 (Key Sub-Contractors);</li> <li>• identified in the Third Party Contracts in Annex 8 of Call Off Schedule 9 (Software and Assets) (if applicable);</li> <li>• which, in the opinion of the Authority and the Customer, performs (or would perform if appointed) a critical role in the provision of all or any part</li> </ul>  |

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|                                    | <p>of the Services; and/or</p> <ul style="list-style-type: none"> <li>with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Call Off Contract Charges forecast to be payable under this Call Off Contract;</li> </ul>   |
| <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 Call Off Commencement Date;  |
| <b>Knowledge Management System</b> | means those Services provided by the Supplier to meet the Services of the Customer described in Table 3.3 (Knowledge Management) in Category 3 of Part A of Call Off Schedule 14 (Services);   |
| <b>Known Error Log</b>             | means the log to record Known Errors and the documented root cause and associated workaround;  |
| <b>Known Errors</b>                | means a problem that has a documented root cause and a workaround. Known Errors are recorded in a knowledge management database providing ease of reference;   |
| <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>LCIA</b>                        | means the London Court of International Arbitration;   |
| <b>Licensed Software</b>           | means all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Customer for the purposes of or pursuant to this Call Off Contract, including any Supplier Software, Third Party Software and/or any Specially Written Software;   |
| <b>Live Test Environment</b>       | means the test environment for the live testing of the relevant Services and or relevant Deliverables;   |
| <b>Losses</b>                      | means 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 <b>Loss</b> shall be interpreted accordingly;   |
| <b>Major Incident Reports]</b>     | means a report to record the details of a major incident and actions taken to resolve the incident;  |
| <b>Major Incident Reviews</b>      | means reviews that takes place after a major incident to determine if the major incident resolutions was successful, and identifies opportunities for improvement;   |
| <b>Malicious Software</b>          | means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;                             |
| <b>Management Information</b>      | means the management information in respect of this Call Off Contract and which is required from time to time by the Customer, including the information   |

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|  | referred to in Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring);   |
| <b>Management Information Systems or MIS</b> | means Management Information System;   |
| <b>Managing CCR Policy</b>                   | means the then-current version of the Managing CCRs Policy document, as this may be amended or supplemented from time to time in accordance with Paragraph 1.2 of Call Off Schedule 5 (Change Control Procedure), including any new version or replacement policy implemented by the Customer from time to time;   |
| <b>Material Test Issue</b>                   | means a Test Issue of Severity Level 1 or Severity Level 2;  |
| <b>Maximum Incident Resolution Times</b>     | shall be as set out in Paragraph 2 to Annex 1 of Part A of Call Off Schedule 3 (Service Levels, Service Credits And Performance Monitoring);   |
| <b>Maximum Percentage Margin Rates</b>       | means the maximum percentage margin the Supplier may add to the Costs in relation to their Services;   |
| <b>Mediation Notice</b>                      | has the meaning given to it in Paragraph 3.2 of Call Off Schedule 4 (Dispute Resolution Procedure);  |
| <b>Mediator</b>                              | means the independent third party appointed in accordance with Paragraph 4.2 of Call Off Schedule 4 (Dispute Resolution Procedure);  |
| <b>Milestone</b>                             | means an event or task (including phased roll-outs and ready for service dates in relation to a Supplier System or Service) described in the Implementation Plan or as agreed by the Parties in accordance with the Change Control Procedure which, if applicable, must be completed by the relevant Milestone Date, including Deliverables, a Key Milestone and a milestone in respect of Authority to Proceed any CPP; |
| <b>Milestone Achievement Certificate</b>     | has the same meaning as Satisfaction Certificate;  |
| <b>Milestone Date</b>                        | means the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;   |
| <b>Milestone Payment</b>                     | means a total payment (including the retention) identified in the Implementation Service Charges to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;   |
| <b>Milestone Retention Release Payment</b>   | means the payment described in Paragraph 2 of Call Off Schedule 2 (Call Contract Charges, Payment and Invoicing);  |
| <b>Month</b>                                 | means a calendar month and <b>Monthly</b> shall be interpreted accordingly;  |
| <b>Month Period</b>                          | means a period of one Month;   |
| <b>Net Book Value</b>                        | means the net book value of the relevant Supplier Asset(s) calculated in accordance with the depreciation policy of the Supplier;  |
| <b>New Fair Deal</b>                         | has the meaning set out in Call Off Schedule 12 (Staff Transfer);  |



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| <b>New Release</b>                    | means an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;  |
| <b>Non Functional Test</b>            | means the tests carried out in accordance with Annex 4 of Call Off Schedule 7 (Testing);  |
| <b>Non Impacting Service Levels</b>   | means Service Levels that are not Service Impacting Service Levels;   |
| <b>Non-Exclusive Assets</b>           | means those Assets (if any) which are used by the Supplier in the provision of the Services but which are also used by the Supplier for other purposes;   |
| <b>Notified Sub-Contractor</b>        | has the meaning set out in Call Off Schedule 12 (Staff Transfer);   |
| <b>NWNJ</b>                           | means No Witness, No Justice. National CPS / Police Project to place victims and witnesses at the heart of the CJS and provide them with an enhanced service; WCUs are the main result;   |
| <b>Object Code</b>                    | means the binary programming language capable of being understood by a computer;  |
| <b>Occasion of Tax Non Compliance</b> | means: <ul style="list-style-type: none"> <li>any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> <li>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;</li> <li>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 DOTAS or any equivalent or similar regime in any jurisdiction; and/or</li> <li>any tax return of the Supplier's 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 Call Off Commencement Date or to a civil penalty for fraud or evasion;</li> </ul> </li> </ul> |
| <b>Official</b>                       | means most public-sector data, including a wide range of information on day-to-day government business. It is not subject to any special risks. Personal data would usually be OFFICIAL. The data should be protected by controls based on commercial best practice instead of expensive, difficult specialist technology and bureaucracy. There is no requirement to mark every document as OFFICIAL - it is understood that this is the default for government documents;   |
| <b>OFFICIAL-SENSITIVE</b>             | OFFICIAL-SENSITIVE is an additional caveat for OFFICIAL data where it is particularly important to enforce need to know rules. OFFICIAL-SENSITIVE documents should be marked, but they are not necessarily tracked;   |
| <b>OLA</b>                            | means an operational-level agreement ( <b>OLA</b> ) that defines the interdependent   |

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|                                    | relationships in support of a service-level agreement. The OLA describes the responsibilities of each internal support group toward other support groups, including the process and timeframe for delivery of their services;   |
| <b>Open Book Data</b>              | <p>means complete and accurate financial and non-financial information which is sufficient to enable the Customer to verify the Call Off Contract Charges already paid or payable and Call Off Contract Charges forecast to be paid during the remainder of this Call Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> <li>• 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 hardware and software;</li> <li>• operating expenditure relating to the provision of the Services including an analysis showing: <ul style="list-style-type: none"> <li>○ the unit costs and any other consumables and bought-in services;</li> <li>○ manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of agreed rates against each manpower grade;</li> <li>○ a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin;</li> </ul> </li> <li>• Overheads; <ul style="list-style-type: none"> <li>○ all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services;</li> <li>○ the Supplier Profit achieved over the Call Off Contract Period and on an annual basis;</li> <li>○ 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;</li> <li>○ an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency; and</li> <li>○ the actual Costs profile for each Service Period;</li> </ul> </li> </ul> |
| <b>Open Source Software</b>        | means computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;   |
| <b>Operating Environment</b>       | means the Customer System and the Sites;  |
| <b>Operational Assurance Level</b> | means the level of governance described in Paragraph 5 of Call Off Schedule 17 (Governance);  |
| <b>Operational Days</b>            | means Mon – Fri: 07:00 to 19:00 Sat: 07:00 to 17:00 including public holidays;  |
| <b>Operational Hours</b>           | means one or more hours in one or more Operational Days;  |
| <b>Operational Level</b>           | means the level of governance described in Paragraph 3 of Call Off Schedule   |

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|  | 17 (Governance);   |
| <b>Operational Management Level</b>                    | means the level of governance described in Paragraph 4 of Call Off Schedule 17 (Governance);   |
| <b>Operational Service Commencement Date or (OSCD)</b> | means the target date(s) set out against the relevant Operational Services in the Implementation Plan by which such Operational Services must Achieve their corresponding Milestone Date(s);   |
| <b>Operational Services</b>                            | means operational services involving operational running and maintaining functions or facilities of the Services following the Achievement of the relevant Operational Services Commencement Date and Operational Service shall be construed accordingly;  |
| <b>Operational Units</b>                               | means, the Customer's business, comprising of thirteen (13) geographical areas across England and Wales, and CPS Direct which provides a twenty four (24) hour service of advice on prosecution charges to the police and other investigators. There are also three (3) central casework divisions that handle the most serious, complex or sensitive prosecutions covering specialist fraud, special crime and counter terrorism and organised crime. Finally, the Customer has headquarters, corporate service and operations management business functions; |
| <b>Order</b>   | means the order for the provision of the Services placed by the Customer with the Supplier in accordance with the Framework Agreement and under the terms of this Call Off Contract;   |
| <b>Order Form</b>                                      | means the form, as completed and forming part of this Call Off Contract, which contains details of an Order, together with other information in relation to such Order, including without limitation the description of the Services to be supplied;   |
| <b>Organisational Readiness</b>                        | means the state or readiness for a particular event;   |
| <b>Original Termination Date</b>                       | has the meaning given to it in Paragraph 6.3.1 of Call Off Schedule 11 (Exit Management);  |
| <b>Other</b>   | means the severity of threat vulnerabilities categorised as such in accordance with Call Off Schedule 8 (Security);  |
| <b>Other Locations</b>                                 | means non-Customer's location, where the Customer's staff work from time to time, or where the non-Customer's staff utilise the Customer's EUD's;  |
| <b>Other Supplier</b>                                  | means any supplier to the Customer (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware;  |
| <b>Other Supplier</b>                                  | means any supplier to the Customer (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware. For the avoidance of doubt, unless otherwise stated in this Call Off Contract, references to Other Supplier in this Call Off Contract shall include Replacement Suppliers, Former Suppliers and Related Suppliers irrespective of whether the Customer has provided a notification to the Supplier;  |
| <b>Outline Implementation</b>                          | means the plan labelled as such and substantially in the form specified in Annex 1 of Part A of Call Off Schedule 13 (Implementation Plan, Customer  |

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| <b>Plan</b>                           | Responsibilities and Key Personnel);   |
| <b>Overhead</b>                       | means those amounts which are intended to recover a proportion of the Supplier's or the Key Sub-Contractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and accordingly included within limb (a) of the definition of Costs; |
| <b>Parent Company</b>                 | means any company which is the ultimate Holding Company of the Supplier and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged by the same or similar business to the Supplier. The term Holding or Parent Company shall have the meaning ascribed by the Companies Act 2006 or any statutory re-enactment or amendment thereto;   |
| <b>Partial Termination</b>            | means the partial termination of this Call Off Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 33 (Partial termination, Suspension and Partial Suspension);  |
| <b>Party</b>                          | means the Customer or the Supplier and <b>Parties</b> shall mean both of them;   |
| <b>Password</b>                       | means a string of characters that allows access to a computer, interface, or system;   |
| <b>Payment Milestones</b>             | means the relevant Milestones against which the Parties have agree a payment will be payable by the Customer and set out in the Implementation Plan, the relevant Change Control Procedure or expressly set out in this Call Off Contract, as applicable;  |
| <b>Performance Monitoring Reports</b> | has the meaning given to it in paragraph 3.1 of Part B of Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring);  |
| <b>Performance Monitoring System</b>  | has the meaning given to it in Paragraph 1.1.2 in Part B of Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring);  |
| <b>Performance Review Meetings</b>    | has the meaning set out in Paragraph 3.2 of Part B of Call Off Schedule 3 (Service Levels, Service Credits And Performance Monitoring);  |
| <b>Peripherals</b>                    | means an external device to be supplied to Users that provides input and output for the relevant EUD. For example, a keyboard and mouse are input <b>peripherals</b> , while a monitor and printer are output <b>peripherals</b> .   |
| <b>Personal Data</b>                  | has the meaning given to it in the Data Protection Legislation;  |
| <b>Personal Data Breach</b>           | has the meaning given to it in the Data Protection Legislation;  |
| <b>Pick Up, Drop Off (PUDO)</b>       | means the process whereby the Supplier places built Devices at designated points across the Customer's estate which, on release by the Service Desk, can be accessed by an authorised User to collect a Device for their Active Use in the Customer's ICT environment. Conversely, with the approval of the Service Desk, a User can place a damaged or surplus Device in the designated point for secure collection by the Supplier;  |
| <b>PID</b>                            | has the same meaning as Project Initiation Document;   |
| <b>Planned Approval</b>               |  |

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| <b>Date</b>                                      |  |
| <b>Planned Service Outage</b>                    | means a period of time that a system fails to provide or perform its primary function as a result of a planned event;  |
| <b>Policies, Processes and Procedures (PPPs)</b> | means the relevant Policies, Processes and Procedures (as each of such defined terms are defined under ITIL v3.0) that the Agency Manager is developing on behalf of the Customer during the Call Off Contract Period;   |
| <b>Print Supplier</b>                            | means the relevant supplier providing print services to the Customer under the relevant print services contract;   |
| <b>Problem Management Procedure</b>              | means those Services provided by the Supplier to meet the Services of the Customer described in Table 1.4 (Problem Management) in Category 3 of Part A of Call Off Schedule 14 (Services);   |
| <b>Problems</b>                                  | means a cause of one (1) or more Incidents;  |
| <b>Processing</b>                                | has the meaning given to it in the Data Protection Legislation but, for the purposes of this Call Off Contract, it shall include both manual and automatic processing and <b>Process</b> and <b>Processed</b> shall be interpreted accordingly;  |
| <b>Product</b>                                   | means a product to be developed in accordance with Annex 1 to Part B of Call Part B to Call Off Schedule 13 (Implementation Plan, Customer Responsibilities and Key Personnel)   |
| <b>Product Descriptions</b>                      | means the product descriptions for the Implementation Deliverables as set out in Part B to Call Off Schedule 13 (Implementation Plan, Customer Responsibilities and Key Personnel);  |
| <b>Production Environment</b>                    | means the real-time IT environment where software and other products are put into operation for their intended uses by Users to deliver the Customer's day-to-day operations;  |
| <b>Programme Board</b>                           | means the Customer board responsible for dealing with programmes in relation to Call Off Schedule 17 (Governance);   |
| <b>Prohibited Act</b>                            | <p>means any of the following:</p> <ul style="list-style-type: none"> <li>• to directly or indirectly offer, promise or give any person working for or engaged by the Customer and/or the Authority or other Contracting Body or any other public body a financial or other advantage to:</li> <li>• induce that person to perform improperly a relevant function or activity; or</li> <li>• reward that person for improper performance of a relevant function or activity;</li> <li>• 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 Call Off Contract ;</li> <li>• committing any offence:</li> <li>• under the Bribery Act 2010 (or any legislation repealed or revoked by such Act)</li> <li>• under legislation or common law concerning fraudulent acts; or</li> </ul> |

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|   | <ul style="list-style-type: none"> <li>defrauding, attempting to defraud or conspiring to defraud the Customer; or</li> <li>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;</li> </ul>  |
| <b>Project</b>                            | means the project that relates to the development and provision of the Services and/or Deliverables in accordance with the terms of this Call Off Contract and/or the relevant Change Control Procedure;  |
| <b>Project Board</b>                      | means the governance board that oversees and approves each deliverable stage of a Project and resolves issues that may occur during the Project lifecycle in relation to Call Off Schedule 17 (Governance);   |
| <b>Project Initiation Document or PID</b> | means the project initiation document to be developed and maintained by the Supplier pursuant to Call Off Schedule 13 (Implementation Plan, Customer Responsibilities and Key Personnel) and the relevant Product Description;  |
| <b>Project Milestones</b>                 | means the project deliverable stages set out in a Project Plan;   |
| <b>Project Plans</b>                      | means the plans agreed by the Customer and the Supplier for Projects that are to be implemented by the Supplier pursuant to this Call Off Contract;   |
| <b>Project Specific IPR</b>               | <p>means:</p> <ul style="list-style-type: none"> <li>Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call Off Contract and updates and amendments of these items including (but not limited to) database schema; and/or</li> <li>IPR in or arising as a result of the performance of the Supplier's obligations under this Call Off Contract and all updates and amendments to the same;</li> </ul> <p>but shall not include the Supplier Background IPR or the Specially Written Software;</p> |
| <b>Protected Internet</b>                 | means internet access provided over the network which is protected and filtered by the Customer's internet access controls;   |
| <b>PSN</b>                                | means Public Sector Network;  |
| <b>PSN Services Supplier</b>              | means the relevant supplier running the PSN-C and PSN-S contracts;  |
| <b>Quality Criteria</b>                   | the quality criteria to be applied to each Implementation Deliverable as set out in the PID;  |
| <b>Quality Plans</b>                      | shall have the meaning given in Clause 7.2 (Standards and Quality);   |
| <b>Quality Update</b>                     | means Microsoft Windows Client OS Updates that will add both security and non-security fixes and are released monthly. These are cumulative, so installing the latest quality update is sufficient to get all the available fixes. (As per <a href="https://docs.microsoft.com/en-us/windows/deployment/update/waas-overview#quality-updates">https://docs.microsoft.com/en-us/windows/deployment/update/waas-overview#quality-updates</a> );   |
| <b>RAD Log</b>                            | means the risks and dependencies set out in Annex 7 of Schedule 2 (Call Off Contract Charges, Payment and Invoicing);   |
| <b>RAG</b>                                | means the project status being red, amber or green commonly referred to as  |

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|                                   | RAG status;  |
| <b>Quarter</b>                    | means, from the Call Off Commencement Date for the duration of the Call Off Contract Period, the relevant period that is three (3) months from 1 April and each three (3) month period thereafter, as applicable;  |
| <b>Rate Card</b>                  | means the populated rate card set out in Annex 6 of Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing);  |
| <b>Recipient</b>                  | has the meaning given to it in Clause 23.3.1 (Confidentiality);  |
| <b>Readiness Reviews</b>          | means the readiness reviews to be undertaken pursuant to Call Off Schedule 13 (Implementation Plan, Customer Responsibilities and Key Personnel);  |
| <b>Rectification Plan</b>         | means the rectification plan pursuant to the Rectification Plan Process;   |
| <b>Rectification Plan Process</b> | means the process set out in Clause 27.2 (Rectification Plan Process);   |
| <b>Registers</b>                  | means the register and configuration database referred to in Paragraphs 3.1.1 and 3.1.2 of Call Off Schedule 11 (Exit Management);   |
| <b>Regulations</b>                | means the Public Contracts Regulations 2006 and/or the Public Contracts (Scotland) Regulations 2012 (as the context requires) as amended from time to time;  |
| <b>Regulatory Bodies</b>          | those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Call Off Contract or any other affairs of the Customer and Regulatory Body shall be construed accordingly;  |
| <b>Reimbursable Expenses</b>      | means any expenses which the Supplier is entitled to be reimbursed pursuant to Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing);   |
| <b>Related Supplier</b>           | means any person who provides Services to the Customer which are related to the Services from time to time;  |
| <b>Release</b>                    | has the meaning as set out in ITIL;  |
| <b>Release Plan</b>               | has the meaning as set out in ITIL;  |
| <b>Release Schedule</b>           | has the meaning as set out in ITIL;  |
| <b>Relevant Conviction</b>        | <p>means a Conviction that is relevant to the Services to be provided in so far as any convictions (current or spent) may reflect adversely on the Customer's public image or ability to perform its functions.</p> <p>This may include but not be limited to:</p> <ul style="list-style-type: none"> <li>a. the arrest, charge, summons, fixed penalty notices (excluding minor driving offences), reprimands or cautions being issued for activity that may lead to conviction of Supplier Personnel;</li> <li>b. police actions, court orders or injunctions which involve close family or anyone living as a member of the household of Supplier Personnel; and</li> <li>c. investigations into the personal affairs of Supplier Personnel, or affairs of their family, (or anyone living as part of their household) by other prosecution agencies or professional bodies e.g. the Law Society or Bar Council,</li> </ul> <p>and which must be notified to the Customer's Representative;</p> |

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| <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 for Justice pursuant to section 9 of the Bribery Act 2010;   |
| <b>Relevant Tax Authority</b>     | means HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;  |
| <b>Relevant Transfer</b>          | has the meaning set out in Call Off Schedule 12 (Staff Transfer);   |
| <b>Relevant Transfer Date</b>     | has the meaning set out in Call Off Schedule 12 (Staff Transfer);   |
| <b>Relief Notice</b>              | has the meaning given to it in Clause 28.2.2 (Supplier Relief Due to Customer Cause);   |
| <b>Remote Access</b>              | means a connection to a system from a remote location, for example, through a remote access service or virtual private network;   |
| <b>Remote Locations</b>           | means a Customer Location that is not part of the Customer Wide Area Network;   |
| <b>Repeat Failure</b>             | shall have the meaning set out in Paragraph 9.1 of Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring);  |
| <b>Repeat Failure Multiplier</b>  | shall have the meaning set out in Paragraph 9.4 of Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring);  |
| <b>Replacement Services</b>       | means any services which are substantially similar to any of the Services and which the Customer receives in substitution for any of the Services following the Call Off Expiry Date, whether those services are provided by the Customer internally and/or by any third party;   |
| <b>Replacement Sub-Contractor</b> | has the meaning set out in Call Off Schedule 12 (Staff Transfer);   |
| <b>Replacement Supplier</b>       | means any third party provider of Replacement Services appointed by or at the direction of the Customer from time to time or where the Customer is providing Replacement Services for its own account, shall also include the Customer;   |
| <b>Representative</b>             | means the Customer Representative or the Supplier Representative as applicable;   |
| <b>Request for Information</b>    | means a request for information or an apparent request relating to this Call Off Contract or the provision of the Services or an apparent request for such information under the FOIA or the EIRs;  |
| <b>Requirement</b>                | has the same meaning as Service Requirement;  |
| <b>Resolved</b>                   | means that the service operation action taken to repair the Root Cause of an Incident or to implement a Workaround (each as defined in ITIL);   |
| <b>Restoration of Service</b>     | means an action taken by or on behalf of the Supplier to return a Supplier System, Service and/or Service Line to the Customer and Users after repair and recovery from an Incident. This action must fully repair the Root Cause of an Incident and the Supplier System, Service and/or Service Line must be able to perform in accordance with its specifications and this Call Off Contract; |
| <b>Restricted Countries</b>       | has the meaning given to it in Clause 23.6.3 (Protection of Personal Data);   |
| <b>Review Report</b>              | means as described in Paragraph 6.3 of Call Off Schedule 10 (Business Continuity and Disaster Recovery);  |



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| <b>RFP</b>                             | means the request for particulars issued by the Customer in relation to the procurement process relating to this Call Off Contract;  |
| <b>Risks</b>                           | means those risks set out in Annex 7 to Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing) that could arise during the Call Off Contract Period as referred to in Paragraphs 7.1 and 7.2 of Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing);  |
| <b>RMADS</b>                           | means Risk Management and Accreditation. For public bodies, a key part of the government accreditation process is preparation of a Risk Management Accreditation Document Set (RMADS), a formal analysis that demonstrates that a system delivers appropriate levels of information assurance;   |
| <b>Root Cause</b>                      | has the meaning ascribed to it in ITIL;  |
| <b>Root Cause Analysis</b>             | has the meaning as set out in ITIL;  |
| <b>Satisfaction Certificate</b>        | means the certificate materially in the form of the document contained in Annex 3 to Call Off Schedule 7 (Testing) granted by the Customer when the Supplier has Achieved a Milestone or a Test;   |
| <b>SCCM</b>                            | means Systems Centre Configuration Manager;  |
| <b>Schemes</b>                         | has the meaning set out in Call Off Schedule 12 (Staff Transfer);  |
| <b>Security Management Plan or SMP</b> | means the Supplier's security management plan prepared pursuant to Paragraph 4 of Call Off Schedule 8 (Security) (based on the initial Security Management Plan that will have been provided as part of the original tender response) and as updated from time to time;  |
| <b>Security Policy</b>                 | means the Customer's security policy in force as at the Call Off Commencement Date (a copy of which has been supplied to the Supplier and set out in Annex 8-3 of Call Off Schedule 8 (Security)), as updated from time to time and notified to the Supplier and <b>Security Policies</b> shall be construed accordingly;                              |
| <b>Security Policy Framework</b>       | the Cabinet Office Security Policy Framework (available from the Cabinet Office Security Policy Division) and any derivatives or complementary documentation thereof, such as guidance produced by the National Cyber Security Centre (NCSC), formerly CESG);  |
| <b>Security Testing Scope</b>          | means the pre-determined and agreed scope of a security test pursuant to Paragraph 6.1 of Call Off Schedule 8 (Security);  |
| <b>Security Tests</b>                  | means the Tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations in relation to any Breach of Security;   |
| <b>Sensitive Information</b>           | means information which would be considered sensitive pursuant to the Government Security Classification Policy and/or which would be considered sensitive personal data pursuant to the Data Protection Act 1998 and/or which would be considered to fall within the special categories of personal data pursuant to the Data Protection Legislation; |
| <b>Service Acceptance Criteria</b>     | means the acceptance criteria for Readiness Reviews developed pursuant to the provisions of Call Off Schedule 13 (Implementation Plan, Customer Responsibilities and Key Personnel);   |
| <b>Service Asset and Configuration</b> | means those Services provided by the Supplier to meet the Services of the Customer described in Table 3.2 (Asset and Configuration Management) in  |

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| <b>Management (SACM)</b>                               | Category 3 of Part A of Call Off Schedule 14 (Services);   |
| <b>Service Catalogue</b>                               | means the service catalogue organised and administered by the Supplier and provided to the Agency Manager for incorporation into the Business Service Catalogue for access to the End User;  |
| <b>Service Credit Cap</b>                              | has the meaning given to it in Paragraph 7 of Part A of Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring);  |
| <b>Service Credits</b>                                 | means any service credits specified in Part A of Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring) being payable by the Supplier to the Customer in respect of any failure by the Supplier to meet one or more Service Levels;      |
| <b>Service Desk</b>                                    | means the service desk of the Agency Manager;  |
| <b>Service Desk Policies, Processes and Procedures</b> | means the Policies, Processes and Procedures relevant to the set up and on-going operation of the Service Desk;  |
| <b>Service Failure</b>                                 | means an unplanned failure and interruption to the provision of the Services, reduction in the quality of the provision of the Services or event which could affect the provision of the Services in the future;   |
| <b>Service Level Failure</b>                           | means a failure to meet the Service Level Performance Measure in respect of a Service Level Performance Criterion;   |
| <b>Service Level Performance Criterion</b>             | has the meaning given to it in Paragraph 4.2 of Part A of Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring);  |
| <b>Service Level Performance Measure</b>               | shall be as set out against the relevant Service Level Performance Criterion in Annex 1 of Part A of Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring);   |
| <b>Service Level Threshold</b>                         | shall be as set out against the relevant Service Level Performance Criterion in Annex 1 of Part A of Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring);   |
| <b>Service Levels</b>                                  | means any service levels applicable to the provision of the Services under this Call Off Contract specified in Annex 1 to Part A of Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring);  |
| <b>Service Management Reports</b>                      | means any Service management reports required to be submitted by the Supplier pursuant to this Call Off Contract;  |
| <b>Service Measure</b>                                 | means a specific requirement of a level of performance to be achieved for the Supplier System and/or Service in relation to a Service Criteria, as set out in the Order Form and Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring); |
| <b>Service Operations Manual or SOM</b>                | has the same meaning as Services Operating Manual;   |
| <b>Service Period</b>                                  | has the meaning given to in Paragraph 5.1 of Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring);   |

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| <b>Service Readiness Reviews</b>                       | means the reviews to determine if the Services or Deliverables, as applicable, are ready for operational use, including in accordance with any applicable Acceptance Criteria;  |
| <b>Service Readiness Review Criteria</b>               | means the Acceptance Criteria that Test whether relevant Services or Deliverable(s), as applicable, are ready for operational use;  |
| <b>Service Requests</b>                                | means a formal request from a User for something to be provided;  |
| <b>Service Requirements</b>                            | means the requirements of the Services set out in Part A of Call Off Schedule 14 (Services);  |
| <b>Service Transfer</b>                                | has the meaning set out in Call Off Schedule 12 (Staff Transfer);   |
| <b>Service Transfer Date</b>                           | has the meaning set out in Call Off Schedule 12 (Staff Transfer);   |
| <b>Services</b>  | means the services to be provided by the Supplier to the Customer as more particularly described in Paragraph 1.3 of Part A of Call Off Schedule 14 (Services) and those services which are deliverable by the Supplier under the Cooperation Agreement;  |
| <b>Services Operating Manual</b>                       | the online manual which sets out detailed technical and operational aspects, processes and procedures (including network diagrams, escalation levels and working instructions) relating to the support and operation of the Services including the processes and procedures for Service Requests, together with all hand-over and hand-back points and Dependencies between: (i) the Supplier and the Customer, (ii) the Supplier and the Agency Manager; (iii) the Supplier and Other Suppliers. This manual must not set out any technical or operational aspects, processes or procedures which are already set out in this Call Off Contract; |
| <b>Severity Level</b>                                  | means the level of severity of a Test Issue, the criteria for which are described in Annex 1 of Call Off Schedule 7 (Testing);  |
| <b>Sites</b>   | means any premises (including the Customer Premises, the Supplier's premises or third party premises) from, to or at which: <ul style="list-style-type: none"> <li>• the Services are (or are to be) provided; or</li> <li>• the Supplier manages, organises or otherwise directs the provision or the use of the Services; or</li> <li>• where: any part of the Supplier System is situated; or</li> <li>• any physical interface with the Customer System takes place.</li> </ul>   |
| <b>SME('s)</b>   | means small and medium sized enterprise;  |
| <b>Software</b>  | means Customer Software, Supplier Software, supplier Procured Software, Supplier Exclusive Software, Third Party Software, Open Source Software and Specially Written Software;   |
| <b>Software Asset Configuration Management or SACM</b> | has the meaning ascribed to it in ITIL;   |
| <b>Software Supporting</b>                             | means all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and  |

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| <b>Materials</b>                           | supporting the Specially Written Software;  |
| <b>Solution Baseline Documentation Set</b> | means the set of documents listed within Call Off Schedule 13 (Implementation Plan, Customer Responsibilities and Key Personnel) Part B Paragraph 2 titled Implementation Solution Baseline Document Set;   |
| <b>Solution High Level Design</b>          | means the Supplier's overall system design covering the infrastructure and system architecture, including the relation between the various components that make up the Supplier's Solution;   |
| <b>Source Code</b>                         | means computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;   |
| <b>Specially Written Software</b>          | means any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Call Off Contract, including any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Call Off Contract;   |
| <b>Specific Change in Law</b>              | means a Change in Law that relates specifically to the business of the Customer and which would not affect a Comparable Supply;   |
| <b>Staffing Information</b>                | has the meaning give to it in Call Off Schedule 12 (Staff Transfer);  |
| <b>Standards</b>                           | <p>means any:</p> <ul style="list-style-type: none"> <li>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;</li> <li>standards detailed in the specification in Framework Schedule 2 (Services and Key Performance Indicators);</li> <li>standards detailed by the Customer in section B of the Order Form or agreed between the Parties from time to time;</li> <li>any relevant Government codes of practice and guidance applicable from time to time as the Supplier would reasonably and ordinarily be expected to comply with;</li> </ul> |
| <b>Sterling</b>                            | shall mean GBP Pounds;  |
| <b>Strategic Level</b>                     | means the level of governance described in Paragraph 6 of Call Off Schedule 17 (Governance);  |
| <b>Sub-Contract</b>                        | <p>means any contract or agreement or proposed contract or agreement between the Supplier and any third party whereby that third party agrees to provide:</p> <p>(a) the Services or any part thereof; or</p> <p>(b) facilities and/or, services necessary for the provision of the Services or any part thereof; or</p> <p>(c) is responsible for the management, direction or control of the provision of</p>   |

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|  | the Services or any part thereof;   |
| <b>Sub-Contractor</b>                  | means any third party engaged by the Supplier, including any Key Sub-Contractor, from time to time under a Sub-Contract permitted pursuant to the Framework Agreement and this Call Off Contract or its servants or agents and any third party with whom that third party enters into a Sub-Contract or its servants or agents;   |
| <b>Supplier</b>                        | means the person, firm or company with whom the Customer enters into this Call Off Contract as identified in the Order Form;  |
| <b>Supplier Assets</b>                 | means the Supplier's hardware, computer and telecoms devices, equipment, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Customer), including (i) the Supplier Procured Assets; and (ii) Supplier Exclusive Assets; in the performance of its obligations under this Call Off Contract, excluding the Customer Assets;   |
| <b>Supplier Background IPR</b>         | means: <ul style="list-style-type: none"> <li>• Intellectual Property Rights owned by the Supplier before the Call Off Commencement Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or</li> <li>• Intellectual Property Rights created by the Supplier independently of this Call Off relating to the Services;</li> </ul> relating to the Services; |
| <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 Customer) in the performance of its obligations under this Call Off Contract;  |
| <b>Supplier Exclusive Assets</b>       | means the Supplier Assets that are used by the Supplier or a Key Sub-Contractor exclusively in the provision of the Services to the Customer and which are set out in Annex 3 of Call Off Schedule 9 (Software and Assets);   |
| <b>Supplier Exclusive Software</b>     | means the Supplier Software that is used by the Supplier or a Key Sub-Contractor exclusively in the provision of the Services to the Customer, as set out in Annex 6 of Call Off Schedule 9 (Software and Assets);  |
| <b>Supplier Implementation Manager</b> | means the member of the Supplier's staff with responsibility for Implementation or transition activity and as more particularly defined in Paragraph 1.1.1 of Part D of Call Off Schedule 13 (Implementation Plan, Customer Responsibilities and Key Personnel);  |
| <b>Supplier Non-Performance</b>        | has the meaning given to it in Clause 28.1 (Supplier Relief Due to Customer Cause);   |
| <b>Supplier Non-Exclusive Assets</b>   | means Supplier Assets that are not use by the Supplier or a Key Sub-Contractor exclusively in the provision of the Services to the Customer;  |
| <b>Supplier Personnel</b>              | means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-Contractor engaged in the performance of the Supplier's obligations under this Call Off Contract;   |
| <b>Supplier Procured Assets</b>        | means the hardware, computer and telecoms devices and equipment, plant, materials and such other items procured by the Supplier in accordance with Call Off Schedule 9 (Software and Assets) as set out in Annex 2 of Call Off  |

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|  | Schedule 9 (Software and Assets);   |
| <b>Supplier Procured Software</b>          | means the Software procured by and licensed to the Supplier in accordance with Call Off Schedule 9 (Software and Assets) (including any such licences provided as part of a subscription service) as set out in Annex 5 of Call Off Schedule 9 (Software and Assets);   |
| <b>Supplier Profit</b>                     | means, in relation to a period or a Milestone (as the context requires), the difference between the total Call Off Charges (in nominal cash flow terms but excluding any Deductions) and total Costs (in nominal cash flow terms) for the relevant period or in relation to the relevant Milestone;   |
| <b>Supplier Profit Margin</b>              | means, 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 Call Off Contract Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;   |
| <b>Supplier Representative</b>             | means the representative appointed by the Supplier named in the Order Form;   |
| <b>Supplier Service Descriptions</b>       | means the descriptions of the Services set out in Part B of Call Off Schedule 14 (Services), including the Supplier Solution;   |
| <b>Supplier Software</b>                   | means any software which is or will be used by the Supplier or any Sub-Contractor for the purposes of providing the Services including any embedded software as required to be licensed in order for the Customer to receive the benefit of and/or make use of the Services, including the Supplier Exclusive Software and, from the date of procurement in accordance with Call Off Schedule 9 (Software and Assets), the Supplier Procured Software, but not including the Customer Software;   |
| <b>Supplier Solution</b>                   | means that part of the Supplier's solution set out in Part B of Call Off Schedule 14 (Services);  |
| <b>Supplier System</b>                     | means the information and communications technology system used by the Supplier in supplying the Services, including the Supplier Software, the Supplier Assets, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Customer System);   |
| <b>Supplier Test and Build Center</b>      | means the Supplier secured facility where the Supplier will build and configure the EUD devices and maintain the test facility for maintaining the Customer EUD build;  |
| <b>Supplier's Confidential Information</b> | means <ul style="list-style-type: none"> <li>any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Background IPR) trade secrets, Know-How, and/or personnel of the Supplier;</li> <li>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 this Call Off Contract;</li> <li>information derived from any of the above;</li> </ul> |
| <b>Supplier's Final</b>                    | has the meaning set out in Call Off Schedule 12 (Staff Transfer);   |

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| <b>Supplier Personnel List</b>                             |   |
| <b>Supplier's Proposals</b>                                | means as described in Paragraph 6.3.3 of Call Off Schedule 10 (Business Continuity and Disaster Recovery);  |
| <b>Supplier's Provisional Supplier Personnel List</b>      | has the meaning set out in Call Off Schedule 12 (Staff Transfer);   |
| <b>Systems of Measurement Reference Document (or SMRD)</b> | means the detailed description of the sources of data, and calculations to be used in creating the monthly Performance Monitoring Report;   |
| <b>Technology Change Forum or TCF</b>                      | means the forum referred to in Paragraph 4.1 of Call Off Schedule 17 (Governance);  |
| <b>Tender</b>  | means the tender submitted by the Supplier to the Authority and annexed to or referred to in Framework Schedule 20;   |
| <b>Term</b>  | has the same meaning as Call Off Contract Period;   |
| <b>Terminal</b>  | means a hardware device for inputting and outputting data from a computer;  |
| <b>Termination Notice</b>                                  | means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Call Off Contract on a specified date and setting out the grounds for termination;  |
| <b>Test / Testing</b>                                      | means any tests required to be carried out pursuant to this Call Off Contract as set out in the Test Strategy Plan or elsewhere in this Call Off Contract and Tested shall be construed accordingly;  |
| <b>Test Certificate</b>                                    | means a certificate substantially in the form of the document contained in Annex 2 of Call Off Schedule 7 (Testing) issued by the Customer when a Deliverable has satisfied its relevant Test Success Criteria;   |
| <b>Test Environment</b>                                    | has the meaning ascribed to it in ITIL;   |
| <b>Test Issue</b>  | means any variance or non-conformity of the Services or Deliverables from their requirements as set out in this Call Off Contract;  |
| <b>Test Issue Management Log</b>                           | means a log for the recording of Test Issues as described further in Paragraph 9 of Call Off Schedule 7 (Testing);  |
| <b>Test Issue Threshold</b>                                | means, in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the Test Strategy or Test Plan;  |
| <b>Test Plan</b>   | means a plan: <ul style="list-style-type: none"> <li>• for the Testing of Deliverables; and</li> <li>• setting out other agreed criteria related to the achievement of Milestones, as described further in Paragraph 5.1 of Call Off Schedule 7 (Testing);</li> </ul> |
| <b>Test Report</b>   | means the reports to be produced by the Supplier setting out the results of   |

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|  | Tests;   |
| <b>Test Strategy</b>                   | has the meaning given in Paragraph 4.1 of Call Off Schedule 7 (Testing);   |
| <b>Test Success Criteria</b>           | means, in relation to a Test, the test success criteria for a Test in accordance with this Call Off Schedule 7 (Testing), and, where applicable, Call Off Schedule 13 (Implementation Plan, Customer Responsibilities and Key Personnel); or as otherwise agreed between the Parties in respect of any Deliverable or Milestone;   |
| <b>Test Witness</b>                    | means any person appointed by the Customer to carry out activities on its behalf pursuant to Paragraph 10 of Call Off Schedule 7 (Testing);  |
| <b>Testing Environment</b>             | means a standalone IT environment in which products or systems are used theoretically to search for bugs, design flaws etc. or to check processes in order to minimise the risk of a detrimental impact on the Customer's operations once the new product is loaded to the live Production Environment;  |
| <b>Testing Quality Audit</b>           | has the meaning given in Paragraph 11 of Call Off Schedule 7 (Testing);  |
| <b>Third Party Beneficiary</b>         | has the meaning set out in Clause 43.1 of the Call Off Terms;  |
| <b>Third Party Charges</b>             | means any charges payable to a third party pursuant to Paragraph 3.3 of Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing);  |
| <b>Third Party Contracts</b>           | means the third party contracts set out in Annex 8 of Call Off Schedule 9 (Software and Assets);   |
| <b>Third Party IPR</b>                 | means Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software;  |
| <b>Third Party Materials</b>           | means the Third Party Software together with the Documentation relating to the Third Party Software;   |
| <b>Third Party Processors</b>          | shall have the meaning as set out in Clause 23.6.7;  |
| <b>Third Party Software</b>            | means any software identified as such in Annex 7 to Call Off Schedule 9 (Software and Assets) together with all other software which is not listed in Annex 7 to Call Off Schedule 9 (Software and Assets) which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source Software which is or will be used by the Supplier for the purposes of providing the Services); |
| <b>Transferee</b>                      | has the meaning ascribed to it in Clause 22.5.1 (d) of the Call Off Terms;   |
| <b>Transferring Assets</b>             | has the meaning given to it in Paragraph 12.2 of Call Off Schedule 9 (Software and Assets);  |
| <b>Transferring Contracts</b>          | has the meaning given to it in Paragraph 12.4 of Call Off Schedule 9 (Software and Assets);  |
| <b>Transferring Customer Employees</b> | has the meaning set out in Call Off Schedule 12 (Staff Transfer);  |
| <b>Transferring Former Supplier</b>    | has the meaning set out in Call Off Schedule 12 (Staff Transfer);  |



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| <b>Employees</b>                       |  |
| <b>Transferring In Assets</b>          | Not applicable.  |
| <b>Transferring Software</b>           | has the meaning given to it in Paragraph 12.8 of Call Off Schedule 9 (Software and Assets);  |
| <b>Transferring Supplier Employees</b> | has the meaning set out in Call Off Schedule 12 (Staff Transfer);  |
| <b>Transparency Reports</b>            | means the information relating to the Services and performance of this Call Off Contract which the Supplier is required to provide to the Customer in accordance with the reporting requirements in Call Off Schedule 6 (Transparency Reports);  |
| <b>Trend Analysis</b>                  | means analysis of data to identify time-related patterns. Trend analysis is used in problem management to identify common failures or fragile configuration items, and in capacity management as a modelling tool to predict future behaviour. It is also used as a management tool for identifying deficiencies in IT service management processes; |
| <b>Trojans</b>                         | means a form of malicious software designed to be inadvertently executed by a user, which may impair security, privacy or functionality of, or gain control of, an information technology system or operate for other malicious purposes;  |
| <b>Undelivered Services</b>            | has the meaning given to it in Clause 6.4.1 (Supply of Services);  |
| <b>Undisputed Sums Time Period</b>     | has the meaning given to it Clause 31.1.1 (Termination of Customer Cause for Failure to Pay);  |
| <b>Update</b>                          | means in relation to any Software and/or any Deliverable means a version of such item which has been produced primarily to overcome Defects in, or to improve the operation of, that item;   |
| <b>Upgrade</b>                         | means any patch, New Release or upgrade of Software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications;  |
| <b>Urgent Change</b>                   | means a Change which a Party reasonably deems to be urgent and requires immediate implementation, as more particularly described in Paragraph 10 of Call Off Schedule 5 (Change Control Procedure);  |
| <b>URL</b>                             | means the same as the industry standard term;  |
| <b>User Installs</b>                   | means a Service Catalogue item under which the Supplier delivers a Device with peripherals to a new User of the Customer ICT environment;  |
| <b>Users</b>                           | has the same meaning as End User;  |
| <b>Valid Invoice or valid invoice</b>  | means an invoice issued by the Supplier to the Customer that complies with the invoicing procedure in Paragraph 13 (Invoicing Procedure) of Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing);  |
| <b>Variation</b>                       | has the same meaning as Change;  |
| <b>Variation Form</b>                  | means the form set out across the three Annexes in Call Off Schedule 5 (Change Control Procedure);   |
| <b>Variation Procedure</b>             | has the same meaning as Change Control Procedure;  |

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| <b>VAT</b>                      | means value added tax in accordance with the provisions of the Value Added Tax Act 1994;  |
| <b>Virtual Data Room or VDR</b> | means, the temporary online data room set up by the Customer during the tender procurement, which contains due diligence information relating to this Call Off Contract;  |
| <b>Vulnerability</b>            | means weakness which allows an attacker to reduce a system's information assurance;   |
| <b>Work In Progress</b>         | means the Customer on-going, imminent or forecasted project, activity or initiative that is on-going at the Call Off Commencement Date and which the Supplier may be required to input into, take over and/or implement at any time during the Call Off Contract Period and identified as such in the Virtual Data Room or identified at any time from time to time by the Supplier;  |
| <b>Workaround</b>               | means a temporary measure to restore service failures to a usable level, provided such temporary measures are approved by the Customer;   |
| <b>Worker</b>                   | means any one of the Supplier Personnel which the Customer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 0712 – Tax Arrangements of Public Appointees <a href="https://www.gov.uk/government/publications/procurement-policy-note-07-12-tax-arrangements-of-public-appointees">https://www.gov.uk/government/publications/procurement-policy-note-07-12-tax-arrangements-of-public-appointees</a> applies in respect of the Services; |
| <b>Working Day</b>              | means any Day other than a Saturday or Sunday or public holiday in England and Wales;   |
| <b>Working Hours</b>            | means Mon – Fri 07:00 to 19:00 on any Working Day; and  |
| <b>Year</b>                     | has the same meaning as Call Off Contract Year.   |