

Confidential

SCHEDULE 1 – DEFINITIONS

Confidential

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

Achieve	means: (a) in respect of a Test, to successfully pass a Test without any Test Issues; and (b) in respect of a Milestone, the issue of a Milestone Achievement Certificate in respect of that Milestone in accordance with the provisions of Schedule S2 (Testing Procedures) where used, and “ Achieved ” and “ Achievement ” shall be construed accordingly;
Achieved Service Level	means the Service Level Performance Measure has been achieved or exceeded;
Actual Charges	has the meaning given to it in paragraph 8.2.2 of Part A of Schedule 2 (Charges and Invoicing);
Actuary	has the meaning given in Paragraph 1.1 of Part D of Schedule S4 (Staff Transfer);
ADIMS	means this applications, development and infrastructure management services contract;
Administering Authority	has the meaning given in Paragraph 1.1 of Annex D3 of Schedule S4 (Staff Transfer);
Admission Agreement	has the meaning given in Paragraph 1.1 of Part D of Schedule S4 (Staff Transfer);
Affected Party	means the Party seeking to claim relief in respect of a Force Majeure Event;
Affiliates	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;
Agency Manager	means: (i) the third party (or third parties) appointed by the Buyer to perform the agency management services under an agency management services agreement; or (ii) the Buyer, as notified by the Buyer to the Supplier from time to time in writing;
Agreed Costs	has the meaning given in Paragraph 1 of Schedule 2 (Charges and Invoicing);
Approval	means the prior written consent of the Buyer and “Approve” and “Approved” shall be construed accordingly;

Confidential

Approved Sub-Licensee	means any of the following: (a) a Central Government Body; (b) any third party providing services to a Central Government Body; and/or (c) any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer;
Attachment	means an attachment to the Order Form;
Assets	means all assets and rights used by the Supplier to provide the Services in accordance with this Contract but excluding the Buyer Assets;
Auditor	means: (a) the Buyer's internal and external auditors; (b) the Buyer's statutory or regulatory auditors; (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; (d) HM Treasury or the Cabinet Office; (e) any party formally appointed by the Buyer to carry out audit or similar review functions; and (f) successors or assigns of any of the above;
Baseline Security Requirements	has the meaning given in Paragraph 1.1 of Part B of Schedule S3 (Security Requirements);
BCDR Plan	has the meaning given in Paragraph 2.1 of Schedule 6 (Business Continuity and Disaster Recovery);
Breach of Security	the occurrence of: (a) any unauthorised access to or use of the Services, the Sites, the IT Environment and/or any IT, information or data (including the Confidential Information and the Buyer Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or (b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Buyer Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract, in either case as more particularly set out in the Security Policy (if any);
Broadly Comparable	has the meaning given in Paragraph 1.1 of Part D of Schedule S4 (Staff Transfer);

Confidential

Business Continuity Plan	has the meaning given in Paragraph 1.1 of Schedule S6 (Business Continuity and Disaster Recovery);
Buyer	means the organisation eligible to use the Framework as specified in the Order Form;
Buyer Assets	means the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Services details of which shall be set out in the Order Form;
Buyer Change Group or "TCF"	means the Technology Change Forum (TCF) or replacement Buyer change group, as such replacement group is notified in writing to the Supplier from time to time;
Buyer Background IPRs	means (a) IPRs owned by the Buyer before the Commencement Date, including IPRs contained in any of the Buyer's Know-How, documentation, processes and procedures; (b) IPRs created by the Buyer independently of this Contract; and/or (c) Crown Copyright which is not available to the Supplier otherwise than under this Contract; but excluding IPRs owned by the Buyer subsisting in the Buyer Software;
Buyer Cause	any material breach by the Buyer of any of the Buyer Responsibilities, except to the extent that such breach is: (d) the result of any act or omission by the Buyer to which the Supplier has given its prior consent; or (e) caused by the Supplier, any Sub-Contractor or any Supplier Personnel;
Buyer Data	means: (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which: i) are supplied to the Supplier by or on behalf of the Buyer; or ii) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Buyer is the Controller;
Buyer Premises	means premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Sub-

Confidential

	Contractors for the provision of the Services and/or Deliverables (or any of them) as set out or referred to in the Order Form;
Buyer Representative	means the representative appointed by the Buyer (as may be changed from time to time in accordance with Clause 28.4, the details of which as at the Commencement Date are set out in the Order Form;
Buyer Responsibilities	means the responsibilities of the Buyer identified in the dependencies tab of the RAID log embedded in the Order Form as at the Commencement Date or agreed in writing between the Parties from time to time in connection with this Contract;
Buyer Software	software which is owned by or licensed to the Buyer (other than under or pursuant to this Contract) and which is or will be used by the Supplier for the purposes of providing the Services;
Buyer System	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by the Buyer or licensed to it by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Services;
Call Off Terms	means these terms and conditions entered by the Parties (excluding the Order Form) in respect of the provision of the Services, together with the Schedules hereto;
Capacity Management	has the meaning given to it in Paragraph 4.5 of Part A of Attachment 1 (Services Specification) or by ITIL, and if there is a conflict between the meaning given in the relevant table in Part A of Attachment 1 (Services Specification) and ITIL, then the meaning in the relevant table in Part A of Attachment 1 (Services Specification) shall apply and prevail;
CCS	means Crown Commercial Service, the authority to the Framework;
CEDR	has the meaning given in Paragraph 1 of Schedule 4 (Dispute Resolution Procedure);
Central Government Body	<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"> (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or

Confidential

	(d) Executive Agency;
Change	means any change to this Contract (including unless expressly stated otherwise Operational Change);
Change Authorisation Note	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 Schedule 5 (Change Control Procedure) expressly states that a change authorisation note 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 Schedule 5 (Change Control Procedure);
Change Communications	means any Change Request, Impact Assessment or Change Authorisation Note;
Change Control Procedure	means the procedures for dealing with Changes described in Paragraph 1.1 of Schedule 5 (Change Control Procedure);
Change in Law	means any change in Law which impacts on the performance of the Services which comes into force after the Commencement Date;
Change Order	shall have the same meaning as "Change Authorisation Note";
Change Request	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 Schedule 5 (Change Control Procedure);
Charges	means the charges (inclusive of any Milestone Payments and exclusive of any applicable VAT) for the provision of the Services set out in or otherwise calculated in accordance with Schedule 2 (Charges and Invoicing), including any Milestone Payment or Service Charge or charges incurred under Schedule 5 (Change Control Procedure), for the full and proper performance by the Supplier of its obligations under this Contract;
Commencement Date	has the meaning given in Section A of the Order Form;
Commercially Sensitive Information	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 Buyer that, if

Confidential

	disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;
Comparable Supply	means the supply of services to another customer of the Supplier that are the same or similar to any of the Services;
Compensation for Critical Service Level Failure	has the meaning given to it in Clause 10.1.2;
Component	has the meaning given in Paragraph 1 of Schedule S2 (Testing Procedures);
Confidential Information	<p>means the Buyer's confidential information and/or the Supplier's confidential information, as the context requires, but not including any information which:</p> <ul style="list-style-type: none"> (a) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party; (b) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient; (c) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Contract or breach of a duty of confidentiality; or (d) was independently developed without access to the Confidential Information;
Conflict of Interest	a conflict between the financial or personal duties of the Supplier or the Supplier's staff and the duties owed to the Buyer under this Contract, in the reasonable opinion of the Buyer;
Continuous Improvement Plan	has the meaning given to it in Paragraph 1.3 of Schedule S7 (Continuous Improvement);
Contract	<p>means the contract between the Buyer and the Supplier (entered into pursuant to the terms of the Framework) consisting of:</p> <ul style="list-style-type: none"> (a) the Order Form; and (b) the Call Off Terms;
Contract Breakage Costs	has the meaning given in Paragraph 3.1.1.1 of Part B of Schedule 2 (Charges and invoicing);
Contract Finder	means the online government portal which allows suppliers to search for information about contracts worth over £10,000 (excluding VAT) as prescribed by Part 4 of the Public Contract Regulations 2015;

Confidential

Contract Period	means the period commencing on the date identified in Clause 6.1 and ending on the relevant date as described in Clauses 6.1.1 to 6.1.4 , which for the avoidance of doubt may not exceed the Maximum Contract Period;
Contract Value	means the higher of the actual or expected total Charges paid or payable under this Contract where all obligations are met by the Supplier;
Contract Year	means a consecutive period of twelve (12) Months commencing on the Commencement Date or each anniversary thereof and for the purposes of any references to the first Contract Year in the Contract, it shall mean the period commencing on the date of the signature of the LOI (23 August 2024) to the date that is twelve (12) Months from the Commencement Date;
Control	means control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and “Controlled” shall be construed accordingly;
Controller	has the meaning given to it in the Data Protection Legislation;
Counter Notice	has the meaning given in Paragraph 1 of Schedule 4 (Dispute Resolution Procedure);
CPS Direct	means the Buyer’s out of hours advice and charging service;
Credit Rating Threshold	the minimum credit rating level for the Monitored Company as set out in Part A of Attachment 7 (Financial Distress) of the Order Form;
Critical	<p>means vulnerabilities which are rated CRITICAL will be those that present a substantial or immediate threat to the security of the Buyer’s information and systems and:</p> <ul style="list-style-type: none"> (a) typically these vulnerabilities will have working exploit code available or in use; (b) the standard definition of these vulnerabilities will be those with a CVSS score of 8.0 and above which meet the 7.5; and (c) these vulnerabilities should be mitigated or removed as soon as possible. Recognising this the service level has been set at 24/48 hours but in practice it is expected that this occurs without delay;
Critical Service Level Failure	means any instance of critical service level failure specified in Attachment 4 of the Order Form;

Confidential

Crown Body	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
CRTPA	means the Contracts (Rights of Third Parties) Act 1999;
CSPS	has the meaning given in Paragraph 1.1 of Annex D1 of Schedule S4 (Staff Transfer);
CSPS Admission Agreement	has the meaning given in Paragraph 1.1 of Annex D1 of Schedule S4 (Staff Transfer);
CSPS Eligible Employee	has the meaning given in Paragraph 1.1 of Annex D1 of Schedule S4 (Staff Transfer);
Data Loss Event	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
Data Protection Impact Assessment	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
Data Protection Legislation	means (i) the EU GDPR, UK GDPR and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data; (iii) all applicable Law about the Processing of Personal Data and privacy including the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing;
Data Protection Officer	has the meaning given to it in the Data Protection Legislation;
Data Subject	has the meaning given to it in the Data Protection Legislation;
Data Subject Request	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation in relation to the Processing of their Personal Data;
Default	means any breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the Supplier or its personnel in connection with or in relation to

Confidential

	this Contract or the subject matter of this Contract and in respect of which the Supplier is liable to the Buyer;
Defect	<p>means:</p> <ul style="list-style-type: none">(a) any error, damage or defect in the manufacturing of a Deliverable; or(b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or(c) any failure of any Deliverable to provide the performance, features and functionality specified in the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria; or(d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria;
Delay	<p>means:</p> <ul style="list-style-type: none">(a) a delay in the Achievement of a Milestone by its Milestone Date; or(b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in an Implementation Plan, Change Authorisation Note, Exit Plan, or other related documentation/plans, as applicable;
Delay Deduction Period	the period of one hundred (100) days commencing on the relevant Milestone Date;
Delay Payments	means the amounts payable by the Supplier to the Buyer in respect of a Delay in Achieving a Milestone as specified in Schedule 2 (Charges and Invoicing);
Delay Payment Rates	has the meaning given in Paragraph 1 of Schedule 2 (Charges and Invoicing);
Deliverable	means an item or feature delivered or to be delivered by the Supplier at or before a Milestone Date or at any other stage during the performance of this Contract;
Designated Access Rights	means access rights to an application that allow Users to access specific parts of that application or system;

Confidential

Detailed Implementation Plan	means the plan developed and revised from time to time in accordance with Paragraphs 3 and 4 of Schedule S1 (Implementation Plan) where used;
Disclosing Party	has the meaning given in Clause 40.1;
Direct Other Costs	has the meaning given in Paragraph 1 of Schedule 2 (Charges and Invoicing);
Direct Other Overheads	has the meaning given in Paragraph 1 of Schedule 2 (Charges and Invoicing);
Direct Other Profit	has the meaning given in Paragraph 1 of Schedule 2 (Charges and Invoicing);
Direct People Costs	has the meaning given in Paragraph 1 of Schedule 2 (Charges and Invoicing);
Direct People Overheads	has the meaning given in Paragraph 1 of Schedule 2 (Charges and Invoicing);
Direct People Profit	has the meaning given in Paragraph 1 of Schedule 2 (Charges and Invoicing);
Direction Letter	has the meaning given in Paragraph 1.1 of Annex D2 of Schedule S4 (Staff Transfer);
Disaster Recovery Plan	has the meaning given in Paragraph 1.1 of Schedule S6 (Business Continuity and Disaster Recovery);
Dispute	means any dispute, difference or question of interpretation arising out of or in connection with this 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 Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
Dispute Notices	a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute, as such notice is further described in Paragraph 2 of Schedule 4 (Dispute Resolution Procedure);
Dispute Resolution Procedure	means the dispute resolution procedure set out in Schedule 4 (Dispute Resolution Procedure);
Documentation	means all documentation as: (a) is required to be supplied by the Supplier to the Buyer under this Contract; (b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run,

Confidential

	<p>maintain, upgrade and test the individual systems that provide the Services;</p> <p>(c) is required by the Supplier in order to provide the Services; and/or</p> <p>(d) has been or shall be generated for the purpose of providing the Services;</p>
DPA 2018	means the Data Protection Act 2018;
Due Diligence Information	any information supplied to the Supplier by or on behalf of the Buyer prior to the Commencement Date;
EIR	the Environmental Information Regulations 2004;
Emergency Maintenance	<p>means ad hoc and unplanned maintenance provided by the Supplier where:</p> <p>(a) the Buyer reasonably suspects that the IT Environment or the Services, or any part of the IT Environment or the Services, has or may have developed a fault, and notifies the Supplier of the same; or</p> <p>(b) the Supplier reasonably suspects that the IT Environment or the Services, or any part the IT Environment or the Services, has or may have developed a fault;</p>
Employee Liability or Employee Liabilities	<p>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> <p>(a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</p> <p>(b) unfair, wrongful or constructive dismissal compensation;</p> <p>(c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;</p> <p>(d) compensation for less favourable treatment of part-time workers or fixed term employees;</p> <p>(e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer 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 and also including any payments arising in respect of pensions;</p>

Confidential

	(f) claims whether in tort, contract or statute or otherwise; any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
Employment Liabilities	all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following: (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; (b) unfair, wrongful or constructive dismissal compensation; (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; (d) compensation for less favourable treatment of part-time workers or fixed term employees; (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions; (f) employment claims whether in tort, contract or statute or otherwise; (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
Employment Regulations	has the meaning given in Paragraph 1.1 of Schedule S4 (Staff Transfer);
Entry Redundancy Costs	means the entry redundancy costs described in Paragraph 4 of Part B of Schedule 2 (Charges and Invoicing) and which are identified in the table in Part F of Attachment 2 (Charges and Invoicing);
Entry Redundant Staff	has the meaning given in Paragraph 4.1 of Part B of Schedule 2 (Charges and invoicing);
Elapsed Hours	means 24 hours 7 days a week inclusive;

Confidential

Electronic Change System	means the electronic change management system of the Agency Manager;
Electronic Invoice	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
Estimated Year 1 Charges	means the sum in pounds estimated by the Buyer to be payable by it to the Supplier as the total aggregate Charges from the Commencement Date until the end of the first Contract Year stipulated in the Order Form;
EU	means the European Union;
EU GDPR	the General Data Protection Regulation (Regulation (EU) 2016/679);
Euro Compliant	<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 Buyer'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"> (a) be able to perform all such functions in any number of currencies and/or in euros; (b) during any transition phase applicable to the relevant part(s) of the UK, be able to deal with multiple currencies and, in relation to the euro and the national currency of the relevant part(s) of the UK, dual denominations; (c) recognise accept, display and print all the euro currency symbols and alphanumeric codes which may be adopted by any government and other European Union body in relation to the euro; (d) incorporate protocols for dealing with rounding and currency conversion; (e) recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the national currency of the relevant part(s) of the UK and/or the euro; and (f) permit the input of data in euro and display an outcome in euro where such data, supporting the Buyer's normal business practices, operates in euro and/or the national currency of the relevant part(s) of the UK;

Confidential

Event Management	has the meaning given to it in Paragraph 4.4.7 in Part A of Attachment 1 (Services Specification) or by ITIL, and if there is a conflict between the meaning given in the relevant table in Part A of Attachment 1 (Services Specification) and ITIL, then the meaning in the relevant table in Part A of Attachment 1 (Services Specification) shall apply and prevail;
Exclusive Assets	has the meaning given in Paragraph 1.1 of Schedule 10 (Exit Management);
Exit Day	shall have the meaning in the European Union (Withdrawal) Act 2018;
Exit Information	has the meaning given in Paragraph 1.1 of Schedule 10 (Exit Management);
Exit Management	means services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to the Buyer and/or a Replacement Supplier, as set out or referred to in Schedule 10 (Exit Management);
Exit Manager	has the meaning given in Paragraph 1.1 of Schedule 10 (Exit Management);
Exit Plan	means the plan produced and updated by the Supplier during the Contract Period in accordance with Paragraph 4 of Schedule 10 (Exit Management) where used;
Expediated Dispute Timetable	the expedited dispute timetable set out in Paragraph 3 of Schedule 4 (Dispute Resolution Procedure);
Expert	in relation to a Dispute, a person appointed in accordance with Paragraph 6.2 of Schedule 4 (Dispute Resolution Procedure) to act as an expert in relation to that Dispute;
Expert Determination	has the meaning given in Paragraph 1 of Schedule 4 (Dispute Resolution Procedure);
Expedited Dispute Timetable	has the meaning given in Paragraph 1 of Schedule 4 (Dispute Resolution Procedure);
Extension Period	means (where applicable) a period as specified in the Order Form to take effect from the end of the Initial Term;
Fair Deal Employees	has the meaning given in Paragraph 1.1 of Part D of Schedule S4 (Staff Transfer);
Fair Deal Schemes	has the meaning given in Paragraph 1.1 of Part D of Schedule S4 (Staff Transfer);
Financial Assurance Auditor	has the meaning given in Paragraph 1 of Schedule 2 (Charges and Invoicing);

Confidential

Financial Assurance Mechanism	means the audit mechanism described in Paragraph 8.3 of Part A of Schedule 2 (Charges and Invoicing);
Financial Assurance Period	has the meaning given in Paragraph 8.3.1 of Part A of Schedule 2 (Charges and Invoicing);
Financial Distress Event	<p>means the occurrence or one or more of the following events:</p> <ul style="list-style-type: none"> a) the credit rating of the Monitored Company dropping below the applicable Credit Rating Threshold; b) the Monitored Company issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects; c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Monitored Party; d) Monitored Company committing a material breach of covenant to its lenders; e) a Key Sub-Contractor (where applicable) notifying the Buyer that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute; or f) any of the following: <ul style="list-style-type: none"> i) commencement of any litigation against the Monitored Company with respect to financial indebtedness or obligations under a contract; ii) non-payment by the Monitored Company of any financial indebtedness; iii) any financial indebtedness of the Monitored Company becoming due as a result of an event of default; or iv) the cancellation or suspension of any financial indebtedness in respect of the Monitored Company; <p>in each case which the Buyer reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance delivery of the Services in accordance with this Contract;</p>
Financial Distress Service Continuity Plan	has the meaning given in Paragraph 1 of Schedule 8 (Financial Distress);
Financial Response Template or “FRT”	The Supplier’s financial response template as at the Commencement Date set out in Appendix 1 of Attachment 2 (Charges and Invoicing);

Confidential

Financial Transparency Objectives	has the meaning given in Paragraph 7.1.4 of Part A of Schedule 2 (Charges and Invoicing);
First Operational Services Commencement Date (First OSCD)	has the same meaning as the OSCD, as there is only one single go-live date under this Contract;
Final Operational Services Commencement Date (Final OSCD)	has the same meaning as the OSCD, as there is only one single go-live date under this Contract;
FOIA	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;
Forecast	has the meaning given in Paragraph 8.1.1 of Part A of Schedule 2 (Charges and Invoicing);
Force Majeure Event	any event outside the reasonable control of either Party affecting its performance of its obligations under this Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or other natural disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel or any other failure in the Supplier's or a Sub-Contractor's supply chain;
Force Majeure Notice	means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
Former Supplier	has the meaning given in Paragraph 1.1 of Schedule S4 (Staff Transfer);
Framework	means the framework agreement reference RM6100 between the Supplier and CCS;
Framework Agreement	has the same meaning as "Framework";
Fund	has the meaning given in Paragraph 1.1 of Annex D3 of Schedule S4 (Staff Transfer);
Fund Actuary	has the meaning given in Paragraph 1.1 of Annex D3 of Schedule S4 (Staff Transfer);

Confidential

Future Demand Forecast	means the expected future resource demand, forecast by the Supplier, for the Buyer's review, sent on a monthly basis, to enable effective financial management by the Buyer;
General Change in Law	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
Good Industry Practice	at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of goods and services similar to the goods and Services to a customer like the Buyer, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;
Goods	has the meaning given in Clause 14.7;
Government	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
Guarantee	means a deed of guarantee executed by the Guarantor in favour of the Buyer in the form set out in the Annex of Schedule S8 (Guarantee) where used;
Guarantor	means the entity (if any) set out in the Order Form who executes a Guarantee in favour of the Buyer;
ICT Policy	means the Buyer's ICT policy, referred to in the Order Form, in force as at the Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
ICT Services	means information and communication and technology services;
Important	<p>vulnerabilities which are rated IMPORTANT will be those that present a significant or immediate threat to the security of the Buyer's information and systems. Typically these vulnerabilities will not yet have working exploit code available or in use, but will be those which present at least a theoretical risk that they might enable unauthorised remote control or data exfiltration, whether authenticated with single factor authentication or without authentication.</p> <p>The standard definition of these vulnerabilities will be those with a CVSS score of 7.5 and above.</p>

Confidential

	The target resolution times of 15 and 20 days reflect the cycle of malware development where once vulnerabilities are announced or patches released, malware developers begin to reverse engineer the patches or configuration changes and after a time may develop working exploit code. The average time this takes varies over time but is generally over 25 days on average so a value of 15 days gives reasonable confidence that most vulnerabilities will be mitigated before practical exploits are available. The small proportion of vulnerabilities that might be operationalised before they are mitigated, will be reclassified as CRITICAL if exploit code becomes available;
Impact Assessment	means an impact assessment in the form set out at Part 2 of Annex 1 to 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;
Implementation Charges	the Charges relating to implementation as further described in Paragraph 1 of Part B of Schedule 2 (Charges and Invoicing);
Implementation Plan	means the Outline Implementation Plan or (if and when approved by the Buyer pursuant to Paragraph 3 of Schedule S1 (Implementation Plan)), where used, the Detailed Implementation Plan as updated in accordance with Paragraph 4 of Schedule S1 (Implementation Plan) where used, from time to time;
Implementation Period	the period commencing on the signature of the LOI (23 August 2024) and ending on the date on which the Supplier Achieves Milestone P3M1 (ADIMS Production Go Live) or, in relation to any future services or projects, the relevant implementation period identified for such future service or project;
Implementation Services	the Services to be provided by the Supplier to meet the Buyer's requirements relating to implementation set out in the Contract, including: Paragraphs 6 (Service Transition) and 7 (Implementation & Transition) of the Services Specification; Attachment 3 (Outline Implementation Plan); and Schedule S1 (Implementation);
Incident	has the meaning ascribed to it in ITIL;
Incident Resolution Time	means the resolution times set out in Attachment 4 (Service Levels and Service Credits) or as otherwise agreed by the Parties in writing from time-to-time;
Indemnified Person	means the Buyer and each and every person to whom the Buyer (or any direct or indirect sub-licensee of the Buyer) sub-licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with this Contract;

Confidential

Indexation and Index	has the meaning given in Paragraph 1 of Schedule 2 (Charges and Invoicing);
Information	has the meaning given to it under section 84 of the Freedom of Information Act 2000;
Independent Control	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and “Independent Controller” shall be construed accordingly;
Initial Term	has the meaning given on the Order Form;
Insolvency Event	<p>means, in respect of the Supplier or Guarantor (as applicable):</p> <ul style="list-style-type: none"> (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or (b) a shareholders’ meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or (c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors’ meeting is convened pursuant to section 98 of the Insolvency Act 1986; or (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or (e) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or (g) being a “small company” within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or (h) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or

Confidential

	(i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;
Intellectual Property Rights or IPR	<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 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>
IPRs Claim	means any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPRs save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of any Relevant IPRs, or the use of the Buyer Software by or on behalf of the Supplier, in either case in combination with any item not supplied or recommended by the Supplier pursuant to this Contract or for a purpose not reasonably to be inferred from the Services Specification or the provisions of this Contract;
ISMS	has the meaning given in Paragraph 1.1 of Part B of Schedule S3 (Security Requirements);
IT	means information and communications technology;
IT Environment	means the Buyer System and the Supplier System;
Joint Controllers	where two or more Controllers jointly determine the purposes and means of Processing;
Key Role	a role described as a Key Role in Attachment 5 (Key Supplier Personnel and Key Sub-Contracts) and any additional roles added from time to time in accordance with Clauses 11.3 to 11.7 (inclusive);
Key Sub-Contract	means each Sub-Contract with a Key Sub-Contractor;
Key Sub-Contractor	<p>means any Sub-Contractor:</p> <p>(a) listed as such in the Order Form;</p> <p>(b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the</p>

Confidential

	<p>provision of all or any part of the Services and/or Deliverables; and/or</p> <p>(c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Contract;</p>
Key Supplier Personnel	those persons appointed by the Supplier to fulfil the Key Roles, being the persons listed in Attachment 5 (Key Supplier Personnel and Key Sub-Contracts) against each Key Role as at the Commencement Date or as amended from time to time in accordance with Clauses 11.3 to 11.7 (inclusive);
Know-How	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the other Party's possession before the Commencement Date;
Law	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;
LGPS	has the meaning given in Paragraph 1.1 of Annex D3 of Schedule S4 (Staff Transfer);
LGPS Admission Agreement	has the meaning given in Paragraph 1.1 of Annex D3 of Schedule S4 (Staff Transfer);
LGPS Admission Body	has the meaning given in Paragraph 1.1 of Annex D3 of Schedule S4 (Staff Transfer);
LGPS Eligible Employees	has the meaning given in Paragraph 1.1 of Annex D3 of Schedule S4 (Staff Transfer);
LGPS Regulations	has the meaning given in Paragraph 1.1 of Annex D3 of Schedule S4 (Staff Transfer);
Licensed Software	means all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Contract, including any Supplier Software, Third Party Software specified in the Order Form and/or any Specially Written Software;
LOI	has the meaning given in Clause 6.4;
Losses or Loss	means all losses, liabilities, damages, costs, fines, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties

Confidential

	whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise;
Maintenance Schedule	has the meaning given in Clause 14.4;
Major Incident	means an Severity Level 1 or Severity Level 2, as set out in Attachment 4 (Service Levels and Service Credits);
Malicious Software	means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
Managed Third Party Contracts	means a Buyer third party contract and/or a Supplier third party contract, as applicable, including such contracts identified as Managed Third Party Contracts in Part C of Attachment 5 (Key Supplier Personnel and Key Sub-Contractors);
Managing CCR Policy	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 Schedule 5 (Change Control), including any new version or replacement policy implemented by the Buyer from time to time;
Management Information System	has the meaning given to it in Paragraph 2.3 of Part A of Attachment 1 (Services Specification) or by ITIL, and if there is a conflict between the meaning given in the relevant table in Part A of Attachment 1 (Services Specification) and ITIL, then the meaning in the relevant table in Part A of Attachment 1 (Services Specification) shall apply and prevail;
Material Test Issue	has the meaning given in Paragraph 1 of Schedule S2 (Testing Procedures);
Maximum Contract Period	means the period from the Commencement Date set out in the Order Form in respect of the applicable lot;
Mediation Notice	has the meaning given in Paragraph 1 of Schedule 4 (Dispute Resolution Procedure);
Mediator	has the meaning given in Paragraph 1 of Schedule 4 (Dispute Resolution Procedure);
Milestone	means an event or task described in relation to: (i) the implementation activities under this Contract, including events or tasks set out in the Implementation Plan;

Confidential

	<p>(ii) a Change, including any events or tasks set out in a Change Authorisation Note, any change documentation/plans for Operational Changes; and/or</p> <p>(iii) the expiry or termination of the Contract, and/or removal of Services from time to time during the Contract Period, as applicable, including events or tasks set out in an Exit Plan or any other related documentation/plans,</p> <p>which shall be completed by the relevant Milestone Date;</p>
Milestone Date	means the target date set out against the relevant Milestone in the Implementation Plan, Change Authorisation Note, Exit Plan, or other related documentation/plans, as applicable, by which the Milestone must be Achieved;
Milestone Payment	means a payment identified as such in Schedule 2 (Charges and Invoicing), an Implementation Plan, a Change Authorisation Note, an Exit Plan, or any other related documentation/plans, as applicable, to be made following the issue of a Milestone Achievement Certificate;
Milestone Retention	has the meaning given in Paragraph 1.6.1 of Part B of Schedule 2 (Charges and Invoicing);
Milestone Achievement Certificate	means the certificate to be granted by the Buyer when the Supplier has Achieved a Milestone, which shall be in substantially the same form as that set out in Annex 3 of Schedule S2 (Testing Procedures);
Monitored Company	has the meaning given in Paragraph 1 of Schedule 8 (Financial Distress);
Month	a calendar Month and “Monthly” shall be interpreted accordingly;
Multi-Party Dispute	has the meaning given in Paragraph 1 of Schedule 4 (Dispute Resolution Procedure);
Multi-Party Dispute Representatives	has the meaning given in Paragraph 1 of Schedule 4 (Dispute Resolution Procedure);
Multi-Party Dispute Resolution Board	has the meaning given in Paragraph 1 of Schedule 4 (Dispute Resolution Procedure);
Multi-Party Dispute Resolution Procedure	has the meaning given in Paragraph 9.1 of Schedule 4 (Dispute Resolution Procedure)”
Multi-Party Procedure Initiation Notice	has the meaning given in Paragraph 9.2 of Schedule 4 (Dispute Resolution Procedure);
Net Book Value	has the meaning given in Paragraph 1.1 of Schedule 10 (Exit Management);

Confidential

New Fair Deal	has the meaning given in Paragraph 1.1 of Part D of Schedule S4 (Staff Transfer);
New Releases	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;
NGPS	has the meaning given in Paragraph 1.1 of Part D of Schedule S4 (Staff Transfer);
NHSPS	has the meaning given in Paragraph 1.1 of Annex D2 of Schedule S4 (Staff Transfer);
NHSPS Eligible Employees	has the meaning given in Paragraph 1.1 of Annex D2 of Schedule S4 (Staff Transfer);
NHS Body	has the meaning given in Paragraph 1.1 of Annex D2 of Schedule S4 (Staff Transfer);
NHS Pensions	has the meaning given in Paragraph 1.1 of Annex D2 of Schedule S4 (Staff Transfer);
NHS Pension Schedule Arrears	has the meaning given in Paragraph 1.1 of Annex D2 of Schedule S4 (Staff Transfer);
NHS Pension Scheme Regulations	has the meaning given in Paragraph 1.1 of Annex D2 of Schedule S4 (Staff Transfer);
NHS Premature Retirement Rights	has the meaning given in Paragraph 1.1 of Annex D2 of Schedule S4 (Staff Transfer);
Non-Exclusive Assets	has the meaning given in Paragraph 1.1 of Schedule 10 (Exit Management);
Non-Party IPRs	has the meaning given in Clause 24.2.4;
Non-trivial Customer Base	means a significant customer base with respect to the date of first release and the relevant market but excluding Affiliates and other entities related to the licensor;
Object Code	means software and/or data in machine-readable, compiled object code form;
Open Book Data	has the meaning given in Paragraph 1 of Schedule 2 (Charges and Invoicing);
Open Source	means computer software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source;

Confidential

Open Source Publication Material	has the meaning given in Clause 24.2.5;
Operational Change	any change to be implemented to any of the Services, or in relation to fulfilment of Service Catalogue requests, as more particularly described in the Services Operating Manual in accordance with Paragraph 1.1 of Schedule 5 (Change Control Procedure);
Operational Services Commencement Date (or “OSCD”)	means the date the Supplier Achieves Milestone P3M1;
Operating Environment	means the Buyer System and the Sites;
Order	means the order placed by the Buyer with the Supplier for the provision of the Services and/or Deliverables in accordance with the Framework and under the terms of this Contract;
Order Form	means the form (based on the template included at Annex 1 to Framework Schedule 4 (Template Order Form and Template Call Off Terms)) together with any Attachments, as completed and forming part of this Contract, which contains details of an Order together with other information in relation to such Order, including the description of the Services to be provided;
Other	<p>means vulnerabilities which are rated OTHER will be those that present a negligible or very remote threat to the security of the Buyer’s information and systems. These vulnerabilities will never have working exploit code available or in use and will represent a technical threat that does not, under any foreseeable circumstances, enable unauthorised remote control or data exfiltration. The purpose of applying remediation for these security vulnerabilities is to counter the modest aggregate risk posed by an otherwise large number of low-rated threats and to ensure a consistent configuration and code base which will align with original vendor recommendations and expectations, making the products more supportable.</p> <p>The standard definition of these vulnerabilities will be those with a CVSS score below 7.5.</p> <p>The target resolution times of 50/60 days reflect the very low level of threat from these vulnerabilities, and the need to focus time and resources on mitigating the more highly rated vulnerabilities. Should the CVSS rating be changed, or exploit code released, these vulnerabilities may in exceptional circumstances be reclassified as IMPORTANT or CRITICAL;</p>

Confidential

Other Supplier	any supplier to the Buyer (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware;
Outage Window	means the period in which the Services (or any part) is not available as such period is Approved by the Buyer;
Outline Implementation Plan	the outline plan set out at Attachment 3 (Outline Implementation Plan) of the Order Form (where used);
Party	means a party to this Contract, namely either the Buyer or the Supplier (together the “ Parties ”);
Payment Milestone	a Milestone that attracts a Milestone Payment as identified in the table in Part A of Attachment 2 (Charges and Invoicing);
Pension Benefits	has the meaning given in Paragraph 1.1 of Annex D2 of Schedule S4 (Staff Transfer);
Performance Monitoring Reports	has the meaning given in Paragraph 1.2 Part B (Performance Monitoring) of Schedule 3 (Service Levels, Service Credits and Performance Monitoring);
Permitted Schedule	has the meaning given in Clause 14.4;
Permitted Maintenance	has the meaning given in Clause 14.4;
Personal Data	has the meaning given to it in the Data Protection Legislation;
Personal Data Breach	has the meaning given to it in the Data Protection Legislation;
Planned Service Outage	means a period of time that a system fails to provide or perform its primary function as a result of a planned event;
Processing	has the meaning given to it in the Data Protection Legislation and “Process” and “Processed” shall be interpreted accordingly;
Processor	has the meaning given to it in the Data Protection Legislation;
Processor Personnel	means all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub-processor engaged in the performance of its obligations under this Contract;
Problem Management	has the meaning given to it by the description in the relevant table in Part A of Attachment 1 (Services Specification) or by ITIL, and if there is a conflict between the meaning given in the relevant table in Part A of Attachment 1 (Services Specification) and ITIL, then the meaning in the relevant table in Part A of Attachment 1 (Services Specification) shall apply and prevail;

Confidential

Prohibited Acts	<p>means:</p> <ul style="list-style-type: none"> (a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to: <ul style="list-style-type: none"> i) induce that person to perform improperly a relevant function or activity; or ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract; or (c) committing any offence: <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or (d) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or (e) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
Project Specific IPRs	<ul style="list-style-type: none"> (a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract and updates and amendments of these items including (but not limited to) database schema; and/or (b) Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under this Contract; <p>but shall not include the Supplier Background IPRs or the Specially Written Software;</p>
Protective Measures	<p>means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;</p>
Quality Plans	<p>has the meaning given in Clause 7.1;</p>

Confidential

Quarterly Strategic Relationship Board	the body described in Paragraph 3.1 of Attachment 8 (Governance);
Rating Agency(ies)	the rating agencies set out in the Annex of Schedule 8 (Financial Distress) (and “Rating Agency” shall mean any one of such rating agencies).
Redeployment Employees	has the meaning given in Paragraph 4.7 of Part B of Schedule 2 (Charges and invoicing);
Recipient	has the meaning given in Clause 40.1;
Rectification Plan	means the rectification plan pursuant to the Rectification Plan Process;
Rectification Plan Process	means the process set out in Clauses 31.3 to 31.8;
Registers	has the meaning given in Paragraph 1.1 of Schedule 10 (Exit Management);
Regulations	means the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
Regulatory Auditor	has the meaning given in Paragraph 1 of Schedule 2 (Charges and Invoicing);
Reimbursable Expenses	has the meaning given in Paragraph 1 of Schedule 2 (Charges and Invoicing);
Related Supplier	any person who provides services to the Buyer which are related to the Services from time to time;
Related Third Party(ies)	has the meaning given in Paragraph 1 of Schedule 4 (Dispute Resolution Procedure);
Relevant IPRs	means IPRs used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Buyer or a third party in the fulfilment of the Supplier’s obligations under this Contract including IPRs in the Specially Written Software, the Supplier Non-COTS Software, the Supplier Non-COTS Background IPRs, the Third Party Non-COTS Software and the Third Party Non-COTS IPRs but excluding any IPRs in the Buyer Software, the Buyer Background IPRs, the Supplier COTS Software, the Supplier COTS Background IPRs, the Third Party COTS Software and/or the Third Party COTS IPRs;
Relevant Requirements	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;

Confidential

Relevant Transfers	has the meaning given in Paragraph 1.1 of Schedule S4 (Staff Transfer);
Relevant Transfer Date	has the meaning given in Paragraph 1.1 of Schedule S4 (Staff Transfer);
Relief Notice	has the meaning given in Clause 32.2;
Reminder Notice	means a notice sent in accordance with Clause 35.2.1 given by the Supplier to the Buyer providing notification that payment has not been received on time;
Repeat Failure	shall have the meaning set out in Paragraph 5.1 of Attachment 4 (Service Levels and Service Credits);
Repeat Failure Multiplier	shall have the meaning set out in Paragraph 5.4 of Attachment 4 (Service Levels and Service Credits);
Replacement Goods	has the meaning given in Paragraph 1.1 of Schedule 10 (Exit Management);
Replacement Services	means any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the expiry or termination (in whole or in part) of this Contract, whether those services are provided by the Buyer internally and/or by any third party;
Replacement Supplier	means any third party service provider of Replacement Services appointed by the Buyer from time to time (or where the Buyer is providing replacement Services for its own account, the Buyer);
Replacement Sub-Contractor	has the meaning given in Paragraph 1.1 of Schedule S4 (Staff Transfer);
Request for Information	means a request for information or an apparent request relating to this Contract or an apparent request for such information under the FOIA or the EIRs;
Request Recipient	has the meaning given in Clause 34.24;
Resolved or Resolve or Resolution	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);
Retirement Benefits Scheme	has the meaning given in Paragraph 1.1 of Annex D2 of Schedule S4 (Staff Transfer);
Restoration of Service	means an action taken by or on behalf of the Supplier to return a Supplier System and/or Service to the Buyer and Users after repair and recovery from an Incident. This action must fully repair the Root Cause of an Incident and the Buyer

Confidential

	System and/or Service must be able to perform in accordance with its specifications and this Contract;
Resolver Group	means the relevant team or functional group made up of the Supplier and Buyer as required who will be responsible for the Resolution of Events, Incidents or Problems;
Restricted Country	means any country which is not: (a) a member of the European Economic Area; (b) the United Kingdom; or (c) deemed adequate by the UK Secretary of State pursuant to Article 45 of the UK GDPR and section 17A of the Data Protection Act 2018;
Review Report	has the meaning given in Paragraph 1.1 of Schedule S6 (Business Continuity and Disaster Recovery);
Revocation Notice	has the meaning given in Clause 6.3;
Risk Register	means the register of risk and contingencies that have been identified by the Parties, a copy of which is set out in Part D of Attachment 2 of the Order Form;
Rolling Quarterly True-Up Mechanism	the quarterly true-up mechanism as further described in Paragraph 8.2 of Part A of Schedule 2 (Charges and Invoicing);
Root Cause	has the meaning ascribed to it in ITIL;
Schedule of Processing, Personal Data and Data Subjects	means the schedule of processing, personal data and data subjects set out in Attachment 9 of the Order Form (to be completed by the Buyer) which sets out various details concerning the processing of Personal Data including: (a) identity of the Controller and Processor; (b) subject matter of Processing; (c) duration of the Processing; (d) nature and purposes of the Processing; (e) type of Personal Data being Processed; (f) categories of Data Subject; and (g) plan for return of the data once the Processing is complete unless requirement under Data Protection Legislation to preserve that type of Personal Data;
Security Management Plan	means the Supplier's security management plan prepared pursuant to Part B of Schedule S3 (Security Requirements), a draft of which has been provided by the Supplier to the Buyer and is set out in the Order Form and as updated from time to time.

Confidential

Security Tests	has the meaning given in Paragraph 1.1 of Part B of Schedule S3 (Security Management);
Security Policy	means the security policy, referred to in the Order Form, in force as at the Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
Service Catalogue	the service catalogue organised and administered by the Supplier and provided to the Agency Manager for incorporation into the Agency Manager's Business Service Catalogue for access to the User;
Service Charges	means the periodic payments made in accordance with Schedule 2 (Charges and Invoicing) in respect of the supply of the Services;
Service Credit Cap	means the service credit cap specified in Paragraph 4 of Attachment 4 of the Order Form;
Service Credits	means any service credits specified in Attachment 4 of the Order Form being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
Service Desk	means the service desk of the Agency Manager;
Service Levels	Means any service levels applicable to the provision of the Services under this Contract specified in Attachment 4 of the Order Form;
Service Level Failure	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
Service Level Performance Criterion	shall be as set out in Annex 1 of Attachment 4 (Service Levels and Service Credits);
Service Level Performance Measure	shall be as set out against the relevant Service Level in Attachment 4 of the Order Form;
Service Level Threshold	shall be as set out against the relevant Service Level in Attachment 4 of the Order Form;
Service Period	means a service period which, for the purposes of this Contract and unless otherwise agreed, shall be a recurrent period of one (1) month during the Contract Period;
Service Operation Manual (SOM)	means 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 Change Requests, together with all hand-over and hand-back points and dependencies between: (i) the Supplier and the Buyer,

Confidential

	(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 Contract;
Service Requirements	means the requirements of the Services set out in Part A of Attachment 1 (Services Specification);
Service Transfer	has the meaning given in Paragraph 1.1 of Schedule S4 (Staff Transfer);
Service Transfer Date	has the meaning given in Paragraph 1.1 of Schedule S4 (Staff Transfer);
Service Transition	has the meaning given to it in Paragraph 6 of Part A of Attachment 1 (Services Specification) or by ITIL, and if there is a conflict between the meaning given in the relevant table in Part A of Attachment 1 (Services Specification) and ITIL, then the meaning in the relevant table in Part A of Attachment 1 (Services Specification) shall apply and prevail;
Services	has the meaning given in Paragraph 1.1.3 of Part A of Attachment 1 (Services Specification);
Services Specification	means the specification of the Services as set out or referred to in Attachment 1 to the Order Form;
Severity Level	<p>(a) in the context of Service Levels, means the levels of severity from 1 to 4 for Incidents as set out in rows 2 to 5 of the table in Paragraph 2 of Annex 1 - Service Levels and Service Credits of Attachment 4 (Service Levels and Service Credits); or</p> <p>(b) the level of severity of a Test Issue, the criteria for which are described in Annex 1;</p>
SFIA	means the SFIA Foundation's "Skills Framework for the Information Age";
Specification and Mobilisation Plan	means the specification and mobilisation plan described in Paragraph 9.4 of Part B of Schedule S3 (Security Requirements);
Sites	<p>means any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:</p> <p>(a) the Services and/or Deliverables are (or are to be) provided; or</p> <p>(b) the Supplier manages, organises or otherwise directs the provision or the use of the Services and/or Deliverables,</p> <p>and which are set out in or referred to in the Order Form;</p>

Confidential

Software	means the Specially Written Software, Supplier Software and Third Party Software;
Software Supporting Materials	has the meaning given in Clause 21.1.2;
Source Code	means computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
Specially Written Software	means any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Contract;
Specific Change in Law	means a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply;
Standards	means any standards set out or referred to in these Call Off Terms (if any), the Order Form and the Framework, including the standards expressly set out in Attachment 1 (Services Specification);
Staffing Information	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format:</p> <ul style="list-style-type: none"> (a) their ages, dates of commencement of employment or engagement, gender and place of work; (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise; (c) the identity of the employer or relevant contracting Party; (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; (e) their wages, salaries, bonuses and profit sharing arrangements as applicable; (f) details of other employment-related benefits, including (without limitation) medical insurance, life

Confidential

	<p>assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;</p> <p>(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);</p> <p>(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;</p> <p>(i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and</p> <p>(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;</p>
Standard Contractual Clauses	<p>means one or both of the following as the context requires (i) where the EU GDPR applies, the contractual clauses annexed to the European Commission's Implementing Decision 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council ("EU SCCs") a link to which can be found here: https://commission.europa.eu/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en; and (ii) where the UK GDPR applies, (a) the International Data Transfer Addendum to the EU SCCs issued by the Information Commissioner's Office under section 119A(1) of the Data Protection Act 2018 which came into force on 21 March 2022; or alternatively (b) the International Data Transfer Agreement issued by the Information Commissioner's Office under section 119A(1) of the Data Protection Act which came into force on 21 March 2022 (together the "UK SCCs"), a link to which can be found here: https://ico.org.uk/for-organisations/uk-gdpr-guidance-and-resources/international-transfers/international-data-transfer-agreement-and-guidance/ as the case may be;</p>
Statutory Schemes	<p>has the meaning given in Paragraph 1.1 of Part D of Schedule S4 (Staff Transfer);</p>
Strategic Level	<p>means the level of governance described in Paragraph 4 of Exhibit 1 of Attachment 8 (Governance);</p>
Sub-Contract	<p>means any contract or agreement or proposed agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier the Services (or any part thereof) or to provide facilities or services necessary for the provision of the Services (or any part thereof) or</p>

Confidential

	necessary for the management, direction or control of the provision of the Services or any part thereof;
Sub-Contractor	means any third party other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
Sub-processor	means any third party appointed to process Personal Data on behalf of the Supplier related to this Contract;
Supplier	means the entity identified as such in the Order Form;
Supplier Background IPRs	<p>means</p> <p>(a) Intellectual Property Rights owned by the Supplier before the 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</p> <p>(b) Intellectual Property Rights created by the Supplier independently of this Contract,</p> <p>which in each case is or will be used before or during the Contract Period for designing, testing implementing or providing the Services but excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software;</p>
Supplier COTS Background IPRs	<p>means any embodiments of Supplier Background IPRs that:</p> <p>(a) the Supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and</p> <p>(b) has a Non-trivial Customer Base;</p>
Supplier Software COTS	<p>means Supplier Software (including open source software) that:</p> <p>(a) the Supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and</p> <p>(b) has a Non-trivial Customer Base;</p>
Supplier Equipment	means the hardware, computer and telecoms devices and equipment used by the Supplier or its Sub-Contractors (but not hired, leased or loaned from the Buyer) for the provision of the Services;
Supplier Non-COTS Background IPRs	means any embodiments of Supplier Background IPRs that have been delivered by the Supplier to the Buyer and that are not Supplier COTS Background IPRs;

Confidential

Supplier Non-COTS Software	means Supplier Software that is not Supplier COTS Software;
Supplier Non-Performance	has the meaning given in Clause 32.1;
Supplier Personnel	means all persons employed or engaged by the Supplier together with the Supplier's servants, agents, suppliers, consultants and Sub-Contractors (and all persons employed by any Sub-Contractor together with the Sub-Contractor's servants, consultants, agents, suppliers and sub-contractors) used in the performance of its obligations under this Contract;
Supplier Representative	means the representative appointed by the Supplier (as may be changed from time to time in accordance with Clause 28.3, the details of which as at the Commencement Date are set out in the Order Form;
Supplier Request	has the meaning given in Paragraph 1 of Schedule 4 (Dispute Resolution Procedure);
Supplier Software	software which is proprietary to the Supplier (or an Affiliate of the Supplier) and which is or will be used by the Supplier for the purposes of providing the Services, including the software specified as such in the Order Form;
Supplier System	means the information and communications technology system used by the Supplier in implementing and performing the Services including the Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);
Supplier's Final Supplier Personnel List	has the meaning given in Paragraph 1.1 of Schedule S4 (Staff Transfer);
Supplier's Proposals	has the meaning given in Paragraph 1.1 of Schedule S6 (Business Continuity and Disaster Recovery);
Supplier's Provisional Supplier Personnel List	has the meaning given in Paragraph 1.1 of Schedule S4 (Staff Transfer);
Supporting Documentation	has the meaning given in Paragraph 1 of Schedule 2 (Charges and Invoicing);
Tender	means the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 18;
Termination Assistance	has the meaning given in Paragraph 1.1 of Schedule 10 (Exit Management);
Termination Assistance Notice	has the meaning given in Paragraph 1.1 of Schedule 10 (Exit Management);

Confidential

Termination Assistance Period	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 5.3 of this Schedule 10;
Termination Costs	has the meaning given in Paragraph 3.1.1.2 of Part B of Schedule 2 (Charges and invoicing);
Termination Notice	means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract (or any part thereof) on a specified date and setting out the grounds for termination;
Test and Testing	means any tests required to be carried out under this Contract, as further described in Schedule S2 (Testing Procedure) where used and “ Tested ” shall be construed accordingly;
Test Certificate	has the meaning given in Paragraph 1 of Schedule S2 (Testing Procedures);
Test Issue	any variance or non-conformity of a Deliverable from its requirements (such requirements being set out in the relevant Test Success Criteria);
Test Issue Threshold	has the meaning given in Paragraph 1 of Schedule S2 (Testing Procedures);
Test Issue Management Log	has the meaning given in Paragraph 1 of Schedule S2 (Testing Procedures);
Test Plan	has the meaning given in Paragraph 1 of Schedule S2 (Testing Procedures);
Test Reports	has the meaning given in Paragraph 1 of Schedule S2 (Testing Procedures);
Test Success Criteria	in relation to a Test, the test success criteria for that Test as referred to in Paragraph 6 of Schedule S2 (Testing Procedures);
Test Specification	has the meaning given in Paragraph 1 of Schedule S2 (Testing Procedures);
Test Strategy	has the meaning given in Paragraph 1 of Schedule S2 (Testing Procedures);
Test Success Criteria	has the meaning given in Paragraph 1 of Schedule S2 (Testing Procedures);
Test Witness	has the meaning given in Paragraph 1 of Schedule S2 (Testing Procedures);

Confidential

Testing Procedures	has the meaning given in Paragraph 1 of Schedule S2 (Testing Procedures);
Testing Quality Audit	has the meaning given in Paragraph 11.1 of Schedule S2 (Testing Procedure);
Time and Materials	means the pricing mechanism for work completed on a time and materials basis as further described in Paragraph 2 of Part A of Schedule 2 (Charges and Invoicing);
Third Party Beneficiary	has the meaning given in Clause 52.1;
Third Party COTS IPRs	means Third Party IPRs that: (a) the supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price; and (b) has a Non-trivial Customer Base;
Third Party COTS Software	means Third Party Software (including open source software) that: (a) the supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price; and (b) has a Non-trivial Customer base;
Third Party IPRs	means Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software;
Third Party Non-COTS IPRs	means Third Party IPRs that are not Third Party COTS IPRs;
Third Party Non-COTS Software	means Third Party Software that is not Third Party COTS Software;
Third Party Provisions	has the meaning given in Clause 52.1;
Third Party Premises	means a premises identified as such (if any) under the heading "Third Party Premises" in Part B of the Order Form;
Third Party Software	means software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services, including the software specified as such in the Order Form;

Confidential

Transferable Assets	has the meaning given in Paragraph 1.1 of Schedule 10 (Exit Management);
Transferable Contracts	has the meaning given in Paragraph 1.1 of Schedule 10 (Exit Management);
Transferring Assets	has the meaning given in Paragraph 1.1 of Schedule 10 (Exit Management);
Transferring Buyer Employees	has the meaning given in Paragraph 1.1 of Schedule S4 (Staff Transfer);
Transferring Contracts	has the meaning given in Paragraph 1.1 of Schedule 10 (Exit Management);
Transferring Former Supplier Employees	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date;
Transparency Information	has the meaning given in Clause 41.1;
Transparency Reports	means the information relating to the Services and performance of this Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Schedule 6 (Transparency Reports);
TUPE Register	means a register which shall contain the Staffing Information;
UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018;
Updates	in relation to any Software and/or any Deliverable means a version of such item which has been produced primarily to overcome Defects in, or to improve the operation of, that item;
Upgrades	any patch, New Release or upgrade of Software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications, but excluding any Update which the Supplier or a third party software supplier (or any Affiliate of the Supplier or any third party) releases during the Contract Period;
Users	means, a person who uses one or several IT services on a day-to-day basis. Service Users are distinct from customers, as some customers do not use IT services directly;
VAT	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;

Confidential

Virtual Data Room	means the temporary online data room set up by the Buyer during the tender procurement, which contains due diligence information relating to this Contract;
Workaround	means a temporary measure to restore service failures to a usable level, provided such temporary measures are approved by the Buyer;
Worker	any one of the Supplier Personnel which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Services and/or Deliverables;
Workforce Plan	has the meaning given in Paragraph 4.1 of Part B of Schedule 2 (Charges and invoicing);
Working Day	means any day other than a Saturday, Sunday or public holiday in England and Wales;