

-

SCHEDULE 1

Definitions

- 1.1 In this Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In the Contract, unless the context otherwise requires:
- (a) the singular includes the plural and vice versa;
 - (b) reference to a gender includes the other gender and the neuter;
 - (c) references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - (d) a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - (e) the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
 - (f) references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - (g) references to "representations" shall be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Contract;
 - (h) references to "Clauses" and "Schedules" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - (i) references to "Paragraphs" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and
 - (j) references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified.

- (k) the headings in the Contract are for ease of reference only and shall not affect the interpretation or construction of this Contract;
- (l) where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole;
- (m) any reference in this Contract which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):
 - (i) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
 - (ii) any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred;

1.4 Where a standard, policy or document is referred to in this Contract by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Authority and the Parties shall update this Contract with a reference to the replacement hyperlink.

Accounting Reference Date means in each year the date to which the Supplier prepares its annual audited financial statements;

Achieve

- (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 14 (*Testing Procedures*),

and "**Achieved**" and "**Achievement**" shall be construed accordingly;

Affected Party the Party seeking to claim relief in respect of a Force Majeure Event;

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

Allowable Assumptions	the assumptions set out in annex 5 of schedule 15 (<i>Charges and Invoicing</i>);
Allowable Price	<p>in relation to the Retained Deliverables relating to a CPP Milestone, if any, an amount determined in accordance with the formula:</p> $A - B$ <p>where:</p> <p>(a) A is an amount equal to the Costs incurred by the Supplier in providing or developing the relevant Retained Deliverables as reflected in the Financial Model together with an amount equal to the Anticipated Contract Life Profit Margin thereon; and</p> <p>(b) B is an amount equal to the Allowable Price Adjustment relating to the relevant Retained Deliverables, if any, or if there is no such Allowable Price Adjustment, zero,</p> <p>provided that the Allowable Price for any Retained Deliverables shall in no circumstances exceed the aggregate amount of the Milestone Payments paid to the Supplier in respect of the Milestones (or in the case of Partial Termination, the Milestones for the parts of the Services terminated) relating to that CPP Milestone;</p>
Allowable Price Adjustment	has the meaning given in clause 42.13(c) (<i>Payments by the Supplier</i>);
Annual Contract Report	has the meaning given in schedule 19 (<i>Financial Reports and Audit Rights</i>);
Anticipated Contract Life Profit Margin	has the meaning given in schedule 15 (<i>Charges and Invoicing</i>);
Approved Sub-Licensee	<p>any of the following:</p> <p>(a) a Central Government Body;</p> <p>(b) any third party providing services to a Central Government Body; and/or</p> <p>(c) any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Authority;</p>

Articles	means all goods (excluding Services) which the Supplier is required under the Contract to supply;
Assets	all assets and rights used by the Supplier to provide the Services in accordance with this Contract but excluding the Authority Assets;
Associated Person	has the meaning given to it in Section 44(4) of the Criminal Finances Act 2017;
Associates	means in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;
Assurance	means written confirmation from a Relevant Authority to the Supplier that the CRP Information is approved by the Relevant Authority;
ATP Milestone	the Milestone linked to Authority to Proceed for the relevant Operational Services set out in the Implementation Plan;
Audit	any exercise by the Authority of its Audit Rights pursuant to clause 18 (<i>Records, Reports, Audit and Open Book Data</i>) and schedule 19 (<i>Financial Reports and Audit Rights</i>);
Audit Agents	<ul style="list-style-type: none"> (a) the Authority's internal and external auditors; (b) the Authority's statutory or regulatory auditors; (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; (d) HM Treasury or the Cabinet Office; (e) any party formally appointed by the Authority to carry out audit or similar review functions; and (f) successors or assigns of any of the above;
Audit Rights	the audit and access rights referred to in schedule 19 (<i>Financial Reports and Audit Rights</i>);
Authority Assets	the Authority Materials, the Authority infrastructure and any other data, software, assets, equipment or other property owned by and/or licensed or leased to the Authority and which

is or may be used in connection with the provision or receipt of the Services;

- Authority Background IPRs**
- (a) IPRs owned by the Authority before the Effective Date, including IPRs contained in any of the Authority's Know-How, documentation, processes and procedures;
 - (b) IPRs created by the Authority independently of this Contract; and/or
 - (c) Crown Copyright which is not available to the Supplier otherwise than under this Contract;

but excluding IPRs owned by the Authority subsisting in the Authority Software;

- Authority Cause**
- any material breach by the Authority of any of the Authority Responsibilities, except to the extent that such breach is:
- (a) the result of any act or omission by the Authority to which the Supplier has given its prior consent; or
 - (b) caused by the Supplier, any Sub-contractor or any Supplier Personnel;

- Authority Data**
- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:
 - (i) supplied to the Supplier by or on behalf of the Authority; and/or
 - (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Contract; or
 - (b) any Personal Data for which the Authority is the Controller;

Authority IT Strategy

the Authority's IT policy in force as at the Effective Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Change Control Procedure;

- Authority Materials**
- the Authority Data together with any materials, documentation, information, programs and codes supplied by the Authority to the Supplier, the IPRs in which:
- (a) are owned or used by or on behalf of the Authority; and

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

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

Authority Premises	premises owned, controlled or occupied by the Authority and/or any Central Government Body which are made available for use by the Supplier or its Sub-contractors for provision of the Services (or any of them);
Authority Requirements	the requirements of the Authority set out in schedules schedule 2 (<i>Services Description</i>), Schedule 3 (<i>Performance</i>), Schedule 4, Schedule 5 (<i>Security Management</i>), Schedule 6 (<i>Implementation Plan</i>), Schedule 13 (<i>Implementation Plan</i>), Schedule 24 (<i>Reports and Records Provisions</i>), Schedule 25 (<i>Exit Management</i>) and Schedule 26 (<i>Service Continuity Plan and Corporate Resolution Planning</i>);
Authority Responsibilities	the responsibilities of the Authority specified in schedule 7 (<i>Authority Responsibilities</i>);
Authority Software	software which is owned by or licensed to the Authority (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;
Authority System	the Authority's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Supplier in connection with this Contract which is owned by the Authority or licensed to it by a third party and which interfaces with the Supplier System or which is necessary for the Authority to receive the Services;
Authority to Proceed or ATP	the authorisation to the Supplier to commence the provision of the relevant Operational Services to the Authority, provided by the Authority in the form of a Milestone Achievement Certificate in respect of the ATP Milestone;
Balanced Scorecard Report	has the meaning given in paragraph 1.1(b) of part B of schedule 3 (<i>Performance Levels</i>);
Board	means the Supplier's board of directors;
Board Confirmation	means the written confirmation from the Board in accordance with Paragraph 8 of Schedule 18 (<i>Financial Distress</i>);

Breakage Costs Payment	has the meaning given in Schedule 16 (<i>Payments on Termination</i>);
Central Government Body	<p>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 (d) Executive Agency;
Certificate of Costs	has the meaning given in schedule 15 (<i>Charges and Invoicing</i>);
Change	any change to this Contract;
Change Authorisation Note	a form setting out an agreed Contract Change which shall be substantially in the form of Annex 2: Charge Authorization Note in Schedule 22 (<i>Change Control Procedure</i>);
Change Control Procedure	the procedure for changing this Contract set out in Schedule 22 (<i>Change Control Procedure</i>);
Change in Law	any change in Law which impacts on the performance of the Services which comes into force after the Effective Date;
Change Request	a written request for a Contract Change substantially in the form of Annex 1 (<i>Change Request Form</i>) in Schedule 22 (<i>Change Control Procedure</i>);
Charges	the charges (exclusive of Value Added Tax) for the full and proper provision of the Services by the Supplier set out in or otherwise calculated in accordance with schedule 15 (<i>Charges and Invoicing</i>), including any Milestone Payment or Service Charge;
Child Labour Legislation	means those International Labour Law Conventions concerning economic exploitation of children through the performance of work which is likely to be hazardous or to interfere with a child's health or development, including but not limited to slavery, trafficking, debt bondage or forced labour, which are ratified and enacted into domestic law and directly

applicable to the Supplier in the jurisdiction(s) in which it performs this Contract;

Class 1 Transaction	has the meaning set out in the listing rules issued by the UK Listing Authority;
CNI	means Critical National Infrastructure;
Commercially Sensitive Information	<p>the information listed in schedule 9 (Commercially Sensitive Information) comprising the information of a commercially sensitive nature relating to:</p> <ul style="list-style-type: none"> (a) the pricing of the Services; (b) details of the Supplier's IPRs; and (c) the Supplier's business and investment plans; <p>which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;</p>
Comparable Supply	the supply of services to another customer of the Supplier that are the same or similar to any of the Services;
Compensation for Unacceptable KPI Failure	has the meaning given in clause 7.4(a) (<i>Unacceptable KPI Failure</i>);
Compensation Payment	has the meaning given in schedule 16 (<i>Payments on Termination</i>);
Condition Precedent	has the meaning given in clause 4.2 (<i>Condition Precedent</i>);
Confidential Information	<ul style="list-style-type: none"> (a) Information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Contract that relates to: <ul style="list-style-type: none"> (i) the Disclosing Party Group; or (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party Group; (b) other Information provided by the Disclosing Party pursuant to or in anticipation of this Contract that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has

-
- come) to the Recipient's attention or into the Recipient's possession in connection with this Contract ;
- (c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Contract and all matters arising therefrom; and
 - (d) Information derived from any of the above,
- but not including any Information which:
- (i) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;
 - (ii) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;
 - (iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Contract or breach of a duty of confidentiality
 - (iv) was independently developed without access to the Confidential Information; or
 - (v) relates to the Supplier's:
 - (1) performance under this Contract; or
 - (2) failure to pay any Sub-contractor as required pursuant to clause 22.17(a) (*Supply Chain Protection*);

Conflict of Interest

a conflict between the financial or personal duties of the Supplier or the Supplier Personnel and the duties owed to the Authority under the Contract, in the reasonable opinion of the Authority;

Contract Change

any change to this Contract other than an Operational Change;

Contract Inception Report	the initial financial model in a form agreed by the Supplier and the Authority in writing on or before the Effective Date;
Contract Management Plan	shall mean the plan set out at Annex 2 of Schedule 21 (Governance) (as amended from time to time);
Contract Year	<p>(a) a period of 12 months commencing on the Effective Date; or</p> <p>(b) thereafter a period of 12 months commencing on each anniversary of the Effective Date;</p> <p>provided that the final Contract Year shall end on the expiry or termination of the Term;</p>
Contracts Finder	the online government portal which allows suppliers to search for information about contracts as prescribed by Part 4 of the Public Contract Regulations 2015;
Control	the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and " Controls " and " Controlled " shall be interpreted accordingly;
Controller	has the meaning given in the UK GDPR or the EU GDPR as the context requires;
Corporate Change Event	<p>means:</p> <p>(a) any change of Control of the Supplier or a Parent Undertaking of the Supplier;</p> <p>(b) any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services;</p> <p>(c) any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services;</p> <p>(d) a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc;</p> <p>(e) an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in</p>

respect of the Supplier or any Parent Undertaking of the Supplier;

- (f) payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12 month period;
- (g) an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;
- (h) any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group;
- (i) the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or
- (j) any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;

**Corporate Change Event
Grace Period**

means a grace period agreed to by the Relevant Authority for providing CRP Information and/or updates to Service Continuity Plan after a Corporate Change Event;

**Corporate Resolvability
Assessment (Structural
Review)**

means part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 and Annex 2: Corporate Resolvability Assessment (Structural Review) of Schedule 26 (Service Continuity Plan and Corporate Resolution Planning);

Costs

has the meaning given in schedule 15 (*Charges and Invoicing*);

CPP Milestone

a contract performance point as set out in the Implementation Plan, being the Milestone at which the Supplier has demonstrated that the Supplier Solution or relevant Service is working satisfactorily in its operating environment in accordance with schedule 14 (Testing Procedures);

Critical National Infrastructure	<p>means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:</p> <ul style="list-style-type: none"> (a) major detrimental impact on the availability, integrity or delivery of essential services — including those services whose integrity, if compromised, could result in significant loss of life or casualties — taking into account significant economic or social impacts; and/or (b) significant impact on the national security, national defence, or the functioning of the UK;
Critical Performance Failure	<ul style="list-style-type: none"> (a) the Supplier accruing in aggregate 40 (forty) or more Service Points across KPI numbers One (1), Two (2), Three (3), Five (5), and Six (6) (as set out in Schedule 3) but not including KPI number Four (4) ; and/or (b) where the Supplier has performed below the Service Threshold on all of the following KPIs numbered One (1), Two (2), Three (3), Five (5), and Six (6); <p>in any Performance Measurement Period of 6 (six) months;</p>
Critical Service Contract	<p>means the overall status of the Services provided under this Contract as determined by the Authority and specified in paragraph 1.1 of Part B to Schedule 26 (Service Continuity Plan and Corporate Resolution Planning);</p>
Crown Body	<p>means 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;</p>
Crown Copyright	<p>has the meaning given in the Copyright, Designs and Patents Act 1988;</p>
CRP Information	<p>means the Corporate Resolution Planning Information, together, the:</p> <ul style="list-style-type: none"> (a) Exposure Information (Contracts List); (b) Corporate Resolvability Assessment (Structural Review); and

(c) Financial Information and Commentary;

CRTPA

the Contracts (Rights of Third Parties) Act 1999;

Data Loss Event

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

an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

Data Protection Legislation

- (a) the UK GDPR;
- (b) the DPA 2018 to the extent that it relates to processing of personal data and privacy;
- (c) all applicable Law about the processing of personal data and privacy; and
- (d) (to the extent that it applies) the EU GDPR;

Data Subject

has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;

Data Subject Request

a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to their Personal Data;

Deductions

all Service Credits, Compensation for Unacceptable KPI Failure, Delay Payments or any other deduction which is paid or payable to the Authority under this Contract;

Default

any breach of the obligations of the relevant Party (including abandonment of this Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement:

- (a) in the case of the Authority, of its employees, servants, agents; or
- (b) in the case of the Supplier, of its Sub-contractors or any Supplier Personnel,

in connection with or in relation to the subject-matter of this Contract and in respect of which such Party is liable to the other;

Defect	<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 Authority Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria; or (d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the Authority Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria;
Defence Sourcing Portal	means the Defence Sourcing Portal accessible at https://www.contracts.mod.uk/ or any replacement thereof for the government procurement opportunities in the defence sector;
Delay	<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 the Implementation Plan;
Delay Deduction Period	the period of one hundred (100) days commencing on the relevant Milestone Date;
Delay Payments	the amounts payable by the Supplier to the Authority in respect of a Delay in Achieving a Key Milestone as specified in schedule 15 (Charges and Invoicing);
Deliverable	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;
Dependent Parent Undertaking	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier

	would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into this Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of this Contract;
Detailed Implementation Plan	the plan developed and revised from time to time in accordance with paragraphs 3 and 4 of schedule 13 (<i>Implementation Plan</i>);
Digital Delivery Strategy	shall have the meaning given in Paragraph 10.2.5 of Schedule 2 (Services Description);
Disclosing Party	has the meaning given in clause 26.1 (<i>Confidentiality</i>);
Disclosing Party Group	<p>(a) where the Disclosing Party is the Supplier, the Supplier and any Affiliates of the Supplier; and</p> <p>(b) where the Disclosing Party is the Authority, the Authority and any Central Government Body with which the Authority or the Supplier interacts in connection with this Contract;</p>
Dispute	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 Notice	a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
Dispute Resolution Procedure	the dispute resolution procedure set out in schedule 23 (Dispute Resolution Procedure);
Documentation	descriptions of the Services and Performance Indicators, details of the Supplier System (including (i) vendors and versions for off-the-shelf components and (ii) source code and build information for proprietary components), relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation as:

- (a) is required to be supplied by the Supplier to the Authority under this Contract;
- (b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide Services;
- (c) is required by the Supplier in order to provide the Services; and/or
- (d) has been or shall be generated for the purpose of providing the Services;

DOTAS

the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;

DPA 2018

the Data Protection Act 2018;

Due Diligence Information

any information supplied to the Supplier by or on behalf of the Authority prior to the Effective Date;

EEA

European Economic Area

Effective Date

the later of:

- (a) the date on which this Contract is signed by both Parties; and
- (b) the date on which the Condition Precedent has been satisfied or waived in accordance with clause 4.2 (*Condition Precedent*);

EIRs

the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Central Government Body in relation to such Regulations;

Emergency Maintenance

ad hoc and unplanned maintenance provided by the Supplier where:

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

Employee Liabilities

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;

Employee Liability Information	has the meaning given in Schedule 28 (<i>Staff Transfer</i>);
Employing Sub-Contractor	has the meaning given in Parts 1 and 2 of Schedule 28 (<i>Staff Transfer</i>);
Estimated Initial Service Charges	the estimated Service Charges payable by the Authority during the period of 12 months from the first Operational Service Commencement Date, as set out in the Financial Model;
Estimated Year 1 Charges	the estimated Charges payable by the Authority during the first Contract Year, as set out in the Financial Model;
EU	European Union;
EU GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
Exit Management	services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to the Authority and/or a Replacement Supplier, as set out or referred to in schedule 25 (<i>Exit Management</i>);
Exit Plan	the plan produced and updated by the Supplier during the Term in accordance with paragraph 3 of schedule 25 (<i>Exit Management</i>);
Expedited Dispute Timetable	the reduced timetable for the resolution of Disputes set out in paragraph 3 of schedule 23 (<i>Dispute Resolution Procedure</i>);
Expert	has the meaning given in schedule 23 (<i>Dispute Resolution Procedure</i>);
Expert Determination	the process described in paragraph 6 of schedule 23 (<i>Dispute Resolution Procedure</i>);
Exposure Information (Contracts List)	means part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 and Annex 1 of Part B of Schedule 26 (Service Continuity Plan and Corporate Resolution Planning);
First Extension Period	has the meaning given in Clause 4.2;
Second Extension Period	the period of up to two (2) Contract Years from the end of the First Extension Period;

Financial Distress Event	the occurrence of one or more of the events listed in paragraph 3.1 of schedule 18 (<i>Financial Distress</i>);
Financial Distress Remediation Plan	a plan setting out how the Supplier will ensure the continued performance and delivery of the Services in accordance with this Contract in the event that a Financial Distress Event occurs. This plan should include what the Authority would need to put in place to ensure performance and delivery of the Services in accordance with this Contract up to and including any Insolvency Event in respect of the relevant FDE Group entity and may refer to the Insolvency Continuity Plan in this regard;
Financial Information and Commentary	means part of the CRP Information requirements set out in accordance with Paragraphs 2 and Annex 3 of Part B of Schedule 26 (Service Continuity Plan and Corporate Resolution Planning);
Financial Model	has the meaning given in schedule 19 (<i>Financial Reports and Audit Rights</i>);
Financial Reports	has the meaning given in schedule 19 (<i>Financial Reports and Audit Rights</i>);
Financial Transparency Objectives	has the meaning given in schedule 19(<i>Financial Reports and Audit Rights</i>);
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 any relevant Central Government Body in relation to such Act;
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	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;

Full Operational Capability	shall have the meaning given in Paragraph 3.3.12 of Schedule 2;
General Anti-Abuse Rule	(a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
General Change in Law	a Change in Law where the change is of a general legislative nature (including 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 services similar to the Services to a customer like the Authority, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;
Government Assets (GFA)	Furnished is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
Government Furnished Equipment (GFE)	means materiel issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
Guarantee	the deed of guarantee in favour of the Authority entered into by the Guarantor on or about the date of this Contract (which is in the form set out in Schedule 29 (Key Personnel)), or any guarantee acceptable to the Authority that replaces it from time to time;
Guarantor	[insert name], a company registered in [insert country] with company number [insert company number] and whose registered office is at [insert registered address];
Halifax Abuse Principle	the principle explained in the CJEU Case C-255/02 Halifax and others;
Health and Safety Policy	the health and safety policy of the Authority and/or other relevant Central Government Body as provided to the Supplier on or before the Effective Date and as subsequently provided to the Supplier from time to time except any provision of any such subsequently provided policy that cannot be reasonably

	reconciled to ensuring compliance with applicable Law regarding health and safety;
HMRC	HM Revenue & Customs;
Impact Assessment	has the meaning given in schedule 22 (<i>Change Control Procedure</i>);
Implementation Plan	the Outline Implementation Plan or (if and when approved by the Authority pursuant to paragraph 3 of schedule 13 (<i>Implementation Plan</i>)) the Detailed Implementation Plan as updated in accordance with paragraph 4 of schedule 13 (<i>Implementation Plan</i>) from time to time;
Indemnified Person	the Authority and each and every person to whom the Authority (or any direct or indirect sub-licensee of the Authority) sub-licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with this Contract;
Independent Controller	a party which is Controller of the same Personal Data to as the other Party and there is no element of joint control with regards to that Personal Data;
Information	all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);
Initial Term	the period of 7 years from and including the Effective Date;
Insolvency Event	with respect to any person, means: <ul style="list-style-type: none"> (a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or: <ul style="list-style-type: none"> (i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986; (b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium

pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;

- (c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;
- (d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within fourteen (14) days;
- (e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (f) where that person is a company, a LLP or a partnership:
 - (i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
 - (ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;
 - (iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or
 - (iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or

	(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;
Intellectual Property Rights or IPRs	<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>
Intervention Cause	has the meaning given in Clause 36.1 (Remedial Adviser);
Intervention Notice	has the meaning given in clause 36.1 (<i>Remedial Adviser</i>);
Intervention Period	has the meaning given in clause 36.2(c) (<i>Remedial Adviser</i>);
Intervention Trigger Event	<p>(a) any event falling within limb (a), (b), (c), (e), (f) or (g) of the definition of a Supplier Termination Event;</p> <p>(b) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services;</p> <p>(c) the Supplier accruing in aggregate thirty (30) or more Service Points (in terms of the number of points allocated) in any period of Performance Measurement Period;</p> <p>(d) the Supplier accruing Service Credits which meet or exceed 75% of the Service Credit Cap; and/or</p> <p>(e) the Supplier not Achieving a Key Milestone within seventy-five (75) days of its relevant Milestone Date;</p>
IP Completion Day	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
IPRs Claim	any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPRs

save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of any Relevant IPRs, or the use of the Authority Software by or on behalf of the Supplier, in either case in combination with any item not supplied or recommended by the Supplier pursuant to this Contract or for a purpose not reasonably to be inferred from the Services Description or the provisions of this Contract;

Issued Property	means any item of Government Furnished Equipment (GFE), including any Articles in connection with which the Contractor is required under the Contract to carry out any Service, issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;
IT	information and communications technology;
IT Environment	the Authority System and the Supplier System;
Joint Controllers	where two or more Controllers jointly determine the purposes and means of processing;
Key Milestone	the Milestones identified in the Implementation Plan as key milestones and in respect of which Delay Payments may be payable in accordance with paragraph 1 of part C of schedule 15 (<i>Charges and Invoicing</i>) if the Supplier fails to Achieve the Milestone Date in respect of such Milestone;
Key Performance Indicator	the key performance indicators set out in Table 1 of part A of annex 1 of schedule 3 (<i>Performance Levels</i>);
Key Personnel	those persons appointed by the Parties to fulfil the Key Roles, being the persons listed in schedule 29 (<i>Key Personnel</i>) against each Key Role as at the Effective Date or as amended from time to time in accordance with the Contract;
Key Roles	a role described as a Key Role in Schedule 29 (Key Personnel) and any additional roles added from time to time in accordance with Clause 20.4 (Key Personnel);
Key Sub-contract	each Sub-contract with a Key Sub-contractor;
Key Sub-contractor	any Sub-contractor: <ul style="list-style-type: none"> (a) which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or

- (b) with a Sub-contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Contract (as set out in the Financial Model);

Know-How	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the Services but excluding know how already in the other Party's possession before this Contract;
KPI Failure	a failure to meet the Target Performance Level in respect of a Key Performance Indicator;
KPI Service Threshold	shall be as set out against the relevant Key Performance Indicator in Table 1 of part A of annex 1 of schedule 3 (<i>Performance Levels</i>);
Law	any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
LED	Law Enforcement Directive (<i>Directive (EU) 2016/680</i>);
Licensed Software	all and any Software licensed by or through the Supplier, its Sub-contractors or any third party to the Authority for the purposes of or pursuant to this Contract, including any Supplier Software, Third Party Software and/or any Specially Written Software;
Losses	losses, liabilities, damages, destruction, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
Maintenance Schedule	shall have the meaning set out in clause 10.4 (<i>Maintenance</i>);
Malicious Software	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;

Management Information	the management information specified in Schedule 3 (<i>Performance Levels</i>), Schedule 15 (<i>Charges and Invoicing</i>) and Schedule 21 (<i>Governance</i>) to be provided by the Supplier to the Authority;
Material KPI Failure	<ul style="list-style-type: none"> (a) a Serious KPI Failure; (b) a Severe KPI Failure; or (c) a failure by the Supplier to meet a KPI Service Threshold;
Material PI Failure	<ul style="list-style-type: none"> (a) a failure by the Supplier to meet the PI Service Threshold in respect of 25% or more of the Subsidiary Performance Indicators that are measured in that Service Period; and/or (b) a failure by the Supplier to meet the Target Performance Level in respect of 50% or more of the Subsidiary Performance Indicators that are measured in that Service Period;
Materiel	is a generic term meaning equipment (including fixed assets), stores, supplies and spares;
Measurement Period	in relation to a Key Performance Indicator or Subsidiary Performance Indicator, the period over which the Supplier's performance is measured (for example, a Service Period if measured monthly or a 12 month period if measured annually);
Milestone	an event or task described in the Implementation Plan which, if applicable, shall be completed by the relevant Milestone Date;
Milestone Achievement Certificate	the certificate to be granted by the Authority when the Supplier has Achieved a Milestone, which shall be in substantially the same form as that set out in annex 3 of schedule 14 (<i>Testing Procedures</i>);
Milestone Adjustment Payment Amount	in respect of each CPP Milestone the subject of a Milestone Adjustment Payment Notice, an amount determined in accordance with the formula:

$$A - B$$

where:

- (a) A is an amount equal to the aggregate sum of all Milestone Payments paid to the Supplier in respect of the Milestones (or in the case of Partial Termination, the

Milestones for the parts of the Services terminated) relating to that CPP Milestone; and

- (b) B is an amount equal to the aggregate Allowable Price for the Retained Deliverables relating to that CPP Milestone or, if there are no such Retained Deliverables, zero;

Milestone Adjustment Payment Notice	has the meaning given in clause 42.12 (<i>Payments by the Supplier</i>);
Milestone Date	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
Milestone Payment	a payment identified in Schedule 15 (Charges and Invoicing) to be made following the issue of a Milestone Achievement Certificate;
Milestone Retention	has the meaning given in schedule 15 (<i>Charges and Invoicing</i>);
Minor KPI Failure	shall be as set out against the relevant Key Performance Indicator in Table 1 of part A of annex 1 of schedule 3 (<i>Performance Levels</i>);
Modern Slavery Assessment Tool	means the modern slavery risk identification and management tool which can be found online at: https://supplierregistration.cabinetoffice.gov.uk/msat ;
month	a calendar month and "monthly" shall be interpreted accordingly;
Multi-Party Dispute Resolution Procedure	has the meaning given in paragraph 9.1 of schedule 23 (<i>Dispute Resolution Procedure</i>);
Multi-Party Procedure Initiation Notice	has the meaning given in paragraph 9.2 of schedule 23 (<i>Dispute Resolution Procedure</i>);
NCSC	the National Cyber Security Centre or any replacement or successor body carrying out the same function;
New Provider	has the meaning given in Schedule 28 (<i>Staff Transfer</i>);
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;

Non-retained Deliverables	in relation to a CPP Milestone Payment Notice and each CPP Milestone the subject of that CPP Milestone Payment Notice, Deliverables provided to the Authority which relate to the relevant CPP Milestone(s) and which are not Retained Deliverables;
Non-trivial Customer Base	a significant customer base with respect to the date of first release and the relevant market but excluding Affiliates and other entities related to the licensor;
Notifiable Default	shall have the meaning given in clause 34.1 (<i>Rectification Plan Process</i>);
Object Code	software and/or data in machine-readable, `compiled object code form;
Occasion of Tax Non-Compliance	<p>(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>(i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>(ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or</p> <p>(b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;</p>
Open Book Data	has the meaning given in schedule 19 (<i>Financial Reports and Audit Rights</i>);
Open Source	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;
Operating Environment	the Authority System and the Sites;

Operational Change	any change in the Supplier's operational procedures which in all respects, when implemented: <ul style="list-style-type: none"> (a) will not affect the Charges and will not result in any other costs to the Authority; (b) may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services; (c) will not adversely affect the interfaces or interoperability of the Services with any of the Authority's IT infrastructure; and (d) will not require a change to this Contract;
Operational Service Commencement Date	means the date on which the Supplier achieves Full Operational Capability which shall be 1 October 2024 unless agreed otherwise by the Authority (in its absolute discretion);
Operational Services	the operational services described as such in the Services Description;
Other Supplier	any supplier to the Authority (other than the Supplier) which is notified to the Supplier from time to time;
Outline Implementation Plan	the outline plan set out at annex 1 of schedule 13 (<i>Implementation Plan</i>);
Parent Undertaking	has the meaning set out in section 1162 of the Companies Act 2006;
Partial Termination	the partial termination of this Contract to the extent that it relates to the provision of any part of the Services as further provided for in clause 40.2(b) (<i>Termination by the Authority</i>) or 40.3(b) (<i>Termination by the Supplier</i>) or otherwise by mutual agreement by the Parties;
Parties and Party	have the meanings respectively given on page 1 of this Contract;
Performance Failure	a KPI Failure or a PI Failure;
Performance Indicators	the Key Performance Indicators and the Subsidiary Performance Indicators;
Performance Monitoring Report	has the meaning given in schedule 3 (<i>Performance Levels</i>);

Permitted Maintenance	has the meaning given in clause 10.4 (<i>Maintenance</i>);
Personal Data	has the meaning given in the UK GDPR or the EU GDPR as the context requires;
Personal Data Breach	has the meaning given in the UK GDPR or the EU GDPR as the context requires;
PI Failure	a failure to meet the Target Performance Level in respect of a Subsidiary Performance Indicator;
PI Service Threshold	shall be as set out against the relevant Subsidiary Performance Indicator in Table 2 in part A of annex 1 of schedule 3 (<i>Performance Levels</i>);
Preceding Services	has the meaning given in clause 5.2(b) (<i>Standard of Services</i>);
Prescribed Person	a legal adviser, an MP, or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies , as updated from time to time;
Previous Contractor	has the meaning given in Schedule 28 (<i>Staff Transfer</i>);
Previous Contractor Employee	has the meaning given in Schedule 28 (<i>Staff Transfer</i>);
Processor	has the meaning given to it under the UK GDPR or the EU GDPR as the context requires;
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;
Programme Board	the body described in paragraph 5 of schedule 21 (<i>Governance</i>);
Prohibited Act	<p>(a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority any gift or financial or other advantage to:</p> <p>(i) induce that person to perform improperly a relevant function or activity; or</p>

- (ii) reward that person for improper performance of a relevant function or activity,

where improper performance shall include (but is not limited to) doing or not doing any act in relation to the obtaining or execution of this or any other Contract with the Crown and/or for showing or not showing favour or disfavour to any person in relation to this or any other Contract with the Crown;

- (b) to enter into this or any other Contract with the Crown in connection with which commission has been paid or has been agreed to be paid by them or on their behalf, or to their knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Authority;
- (c) 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;
- (d) an offence:
 - (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);
 - (ii) under legislation or common law concerning fraudulent acts; or
 - (iii) defrauding, attempting to defraud or conspiring to defraud the Authority (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017); 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

- (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;

but shall not include the Supplier Background IPRs or the Specially Written Software;

Protective Measures	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
Publishable Performance Information	means any of the information in the Performance Monitoring Report as it relates to a Performance Indicator where it is expressed as publishable in the table in annex 1 which shall not constitute Commercially Sensitive Information;
Quality Management Plans	has the meaning given in clause 6.1 (<i>Quality Plans</i>);
Quarter	the first three Service Periods and each subsequent three Service Periods (save that the final Quarter shall end on the date of termination or expiry of this Contract);
Recipient	has the meaning given in clause 26.1 (<i>Confidentiality</i>);
Records	has the meaning given in schedule 24 (<i>Reports and Records Provisions</i>);
Rectification Plan	a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default;
Rectification Plan Failure	<ul style="list-style-type: none"> (a) the Supplier failing to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in clauses 34.4 (<i>Submission of the draft Rectification Plan</i>) or 34.8 (<i>Agreement of the Rectification Plan</i>); (b) the Authority, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Supplier pursuant to clause 34.7 (<i>Agreement of the Rectification Plan</i>); (c) the Supplier failing to rectify a material Default within the later of:

- (i) 30 Working Days of a notification made pursuant to clause 34.2 (*Notification*); and
- (ii) where the Parties have agreed a Rectification Plan in respect of that material Default and the Supplier can demonstrate that it is implementing the Rectification Plan in good faith, the date specified in the Rectification Plan by which the Supplier must rectify the material Default;
- (d) a Material KPI Failure re-occurring in respect of the same Key Performance Indicator for the same (or substantially the same) root cause in any of the 3 Measurement Periods subsequent to the Measurement Period in which the initial Material KPI Failure occurred;
- (e) the Supplier not Achieving a Key Milestone by the expiry of the Delay Deduction Period; and/or
- (f) following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of 6 months for the same (or substantially the same) root cause as that of the original Notifiable Default;

Rectification Plan Process	the process set out in clauses 34.4 (Submission of the draft Rectification Plan) to 34.9 (Agreement of the Rectification Plan);
Registers	has the meaning given in schedule 25 (<i>Exit Management</i>);
Regulations	means the Defence and Security Public Contracts Regulations (SI 2011/1848) as amended, extended, re-enacted or replaced from time to time and 'Regulation' means any one of them or (as the case may be) any specified provision of the Regulations;
Reimbursable Expenses	has the meaning given in schedule 15 (<i>Charges and Invoicing</i>);
Relevant Authority or Relevant Authorities	means the Authority and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;
Relevant IPRs	IPRs used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority or a third party in the fulfilment of the Supplier's obligations under this 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 Authority

Software, the Authority Background IPRs, the Supplier COTS Software, the Supplier COTS Background IPRS, the Third Party COTS Software and/or the Third Party COTS IPRs;

Relevant Preceding Services	has the meaning given in clause 5.2(b) (<i>Standard of Services</i>);
Relevant Requirements	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
Relevant Statutory Scheme	has the meaning given in Schedule 28 (<i>Staff Transfer</i>);
Relevant Tax Authority	HMRC, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;
Relevant Transfer	a transfer to the Supplier or an Employing Sub-Contractor of a Previous Contractor Employee pursuant to this Contract and the Employment Regulations;
Relevant Transfer Date	means the date on which a Relevant Transfer is effected for Previous Contractor Employees;
Relief Notice	has the meaning given in clause 38.2 (<i>Authority Cause</i>);
Remedial Adviser	the person appointed pursuant to clause 36.2 (<i>Remedial Adviser</i>);
Remedial Adviser Failure	has the meaning given in clause 36.6 (<i>Remedial Adviser</i>);
Replacement Services	any services which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination or Partial Termination of this Contract, whether those services are provided by the Authority internally and/or by any third party;
Replacement Supplier	any third party service provider of Replacement Services appointed by the Authority from time to time (or where the Authority is providing replacement Services for its own account, the Authority);
Request For Information	a Request for Information under the FOIA or the EIRs;
Required Action	has the meaning given in clause 37.1(a) (<i>Step-In Rights</i>);
Retained Deliverables	has the meaning given in clause 42.13(b) (<i>Payments by the Supplier</i>);

Risk Register	the register of risks and contingencies that have been factored into any Costs due under this Contract, a copy of which is set out in annex 4 of schedule 15 (<i>Charges and Invoicing</i>);
Security Management Plan	the Supplier's security plan as developed and revised in accordance with Schedule 5 (Security);
Serious KPI Failure	shall be as set out against the relevant Key Performance Indicator in Table 1 of part A of annex 1 of schedule 3 (<i>Performance Levels</i>);
Service Charges	the periodic payments made in accordance with schedule 15 (<i>Charges and Invoicing</i>) in respect of the supply of the Operational Services;
Service Continuity Services	the business continuity, disaster recovery and insolvency continuity services set out in schedule 26 (<i>Service Continuity Plan and Corporate Resolution Planning</i>);
Service Continuity Plan	any plan prepared pursuant to paragraph 2 of schedule 26 (<i>Service Continuity Plan and Corporate Resolution Planning</i>) as may be amended from time to time;
Service Credits	credits payable by the Supplier due to the occurrence of 1 or more KPI Failures, calculated in accordance with paragraph 3 of part C of schedule 15 (<i>Charges and Invoicing</i>);
Service Period	<p>a calendar month, save that:</p> <ul style="list-style-type: none"> (a) the first service period shall begin on the first Operational Service Commencement Date and shall expire at the end of the calendar month in which the first Operational Service Commencement Date falls; and (b) the final service period shall commence on the first day of the calendar month in which the Term expires or terminates and shall end on the expiry or termination of the Term;
Service Points	in relation to a KPI Failure, the points that are set out against the relevant Key Performance Indicator in the fifth column of the table in annex 1 of schedule 3 (<i>Performance Levels</i>);
Services	any and all of the services to be provided by the Supplier under this Contract, including those set out in schedule 2 (<i>Services Description</i>);
Services Description	the services description set out in schedule 2 (<i>Services Description</i>);

Severe KPI Failure	shall be as set out against the relevant Key Performance Indicator in Table 1 of part A of annex 1 of schedule 3 (<i>Performance Levels</i>);
Sites	<p>any premises (including the Authority Premises, the Supplier's premises or third party premises):</p> <p>(a) from, to or at which:</p> <p>(i) the Services are (or are to be) provided; or</p> <p>(ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or</p> <p>(b) where:</p> <p>(i) any part of the Supplier System is situated; or</p> <p>(ii) any physical interface with the Authority System takes place;</p>
SME	an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises;
Social Value	the additional social benefits that can be achieved in the delivery of the Contract, set out in the Authority's Requirements;
Social Value KPI	the Social Value key performance indicators set out in Table 1 of Part A of Annex 1 of Schedule 3 (Performance Levels);
Social Value PI	the Social Value performance indicators set out in Table 2 of Part A of Annex 1 of Schedule 3 (Performance Levels);
Software	Specially Written Software, Supplier Software and Third Party Software;
Software Supporting Materials	has the meaning given in Paragraph 2.1(b) of Schedule 32 (Intellectual Property Rights) (<i>Specially Written Software and Project Specific IPRs</i>);
Source Code	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	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	a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;
Standards	the standards, policies and/or procedures identified in schedule 4 (<i>Standards</i>);
Step-In Notice	has the meaning given in clause 37.1 (<i>Step-In Rights</i>);
Step-In Trigger Event	<ul style="list-style-type: none"> (a) any event falling within the definition of a Supplier Termination Event; (b) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services; (c) the Authority considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this Contract; (d) the Authority being advised by a regulatory body that the exercise by the Authority of its rights under clause 37 (<i>Step-In Rights</i>) is necessary; (e) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; and/or (f) a need by the Authority to take action to discharge a statutory duty;
Step-Out Date	has the meaning given in clause 37.5(b) (<i>Step-In Rights</i>);
Step-Out Notice	has the meaning given in clause 37.5 (<i>Step-In Rights</i>);
Step-Out Plan	has the meaning given in clause 37.6 (<i>Step-In Rights</i>);
Strategic Supplier	means those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers ;
Sub-contract	any contract or agreement (or proposed contract or agreement) between the Supplier (or a Sub-contractor) and

any third party whereby that third party agrees to provide to the Supplier (or the Sub-contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof;

Sub-contractor

any third party with whom:

- (a) the Supplier enters into a Sub-contract; or
- (b) a third party under (a) above enters into a Sub-contract, or the servants or agents of that third party;

Sub-processor

any third party appointed to process Personal Data on behalf of the Supplier related to this Contract;

Subsequent Relevant Transfer

has the meaning given in Schedule 28 (Staff Transfer);

Subsequent Transfer Date

has the meaning given in Schedule 28 (Staff Transfer);

Subsequent Transferring Employee

has the meaning given in Schedule 28 (Staff Transfer);

Subsidiary Performance Indicator

the performance indicators set out in Table 3 of part A of annex 1 of schedule 3 (*Performance Levels*);

Subsidiary Undertaking

has the meaning set out in section 1162 of the Companies Act 2006;

Successor Body

has the meaning given in clause 46.4 (*Assignment and Novation*);

Supplier Background IPRs

- (a) Intellectual Property Rights owned by the Supplier before the Effective Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or
- (b) Intellectual Property Rights created by the Supplier independently of this Contract,

which in each case is or will be used before or during the Term for designing, testing implementing or providing the Services

but excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software;

Supplier COTS Background IPRs	<p>any embodiments of Supplier Background IPRs that:</p> <ul style="list-style-type: none"> (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;
Supplier COTS Software	<p>Supplier Software (including open source software) that:</p> <ul style="list-style-type: none"> (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;
Contractor Deliverables	<p>means the works, goods and / or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;</p>
Supplier Equipment	<p>the hardware, computer and telecoms devices and equipment used by the Supplier or its Sub-contractors (but not hired, leased or loaned from the Authority) for the provision of the Services;</p>
Supplier Group	<p>means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;</p>
Supplier Non-COTS Background IPRs	<p>any embodiments of Supplier Background IPRs that have been delivered by the Supplier to the Authority and that are not Supplier COTS Background IPRs;</p>
Supplier Non-COTS Software	<p>Supplier Software that is not Supplier COTS Software;</p>
Supplier Non-Performance	<p>has the meaning given in clause 38.1 (<i>Authority Cause</i>);</p>
Supplier Personnel	<p>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 Contract;</p>

Supplier Profit	has the meaning given in schedule 15 (<i>Charges and Invoicing</i>);
Supplier Profit Margin	has the meaning given in schedule 15 (<i>Charges and Invoicing</i>);
Supplier Representative	the representative appointed by the Supplier pursuant to clause 17.4 (<i>Representatives</i>);
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 schedule 12 (<i>Software</i>);
Supplier Solution	the Supplier's solution for the Services set out in schedule 4 (<i>Supplier Solution</i>) including any annexes of that schedule;
Supplier System	the information and communications technology system used by the Supplier in implementing and performing the Services including the Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Authority System);
Supplier Termination Event	<p>(a) the Supplier's level of performance constituting a Critical Performance Failure;</p> <p>(b) the Supplier committing a material Default which is irremediable;</p> <p>(c) a Remedial Adviser Failure;</p> <p>(d) a Rectification Plan Failure;</p> <p>(e) where a right of termination is expressly reserved in this Contract, including pursuant to:</p> <p>(i) clause 24 (<i>IPRs Indemnity</i>);</p> <p>(ii) Clause 43 (Compliance)</p> <p>(iii) Clause 46 (<i>Change of Control of Supplier</i>);</p> <p>(iv) clause 49.6(b) (<i>Prevention of Fraud and Bribery</i>);</p> <p>(v) paragraph 3 of schedule 5 (Security);</p> <p>(vi) paragraph 6 of schedule 18 (<i>Financial Distress</i>);</p>

- (vii) paragraph 3 of part B to Schedule 26 (*Service Continuity Plan and Corporate Resolution Planning*);
- (f) the representation and warranty given by the Supplier pursuant to clause 3.2(i) (*Warranties*) being materially untrue or misleading;
- (g) the Supplier committing a material Default under clause 11.19 (*Promoting Tax Compliance*) or failing to provide details of steps being taken and mitigating factors pursuant to clause 11.19 (*Promoting Tax Compliance*) which in the reasonable opinion of the Authority are acceptable;
- (h) the Supplier committing a material Default under any of the following clauses:
 - (i) clause 5.5(j) (*Services*);
 - (ii) clause 28 (*Protection of Personal Data*);
 - (iii) clause 27 (*Transparency and Freedom of Information*);
 - (iv) clause 26 (*Confidentiality*); and
 - (v) clause 43 (*Compliance*); and/or
 - (vi) in respect of any security requirements set out in schedule 2 (*Services Description*) or schedule 5 (*Security Management*); and/or
 - (vii) in respect of any requirements set out in schedule 28 (*Staff Transfer*);
- (j) any failure by the Supplier to implement the changes set out in a Benchmark Report as referred to in paragraph 5.9 of schedule 17 (*Benchmarking*);
- (k) an Insolvency Event occurring in respect of the Supplier or the Guarantor;
- (l) the Guarantee ceasing to be valid or enforceable for any reason (without the Guarantee being replaced with a comparable guarantee to the satisfaction of the Authority with the Guarantor or with another guarantor which is acceptable to the Authority);
- (m) the Authority has become aware that the Supplier should have been excluded under Regulation 57(1) or (2) of the

Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Contract;

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

Supply Chain Map

means details of (i) the Supplier, (ii) all Subcontractors and (iii) any other entity that the Supplier is aware is in its supply chain that is not a Subcontractor, setting out at least:

- (a) the name, registered office and company registration number of each entity in the supply chain;
- (b) the function of each entity in the supply chain; and
- (c) the location of any premises at which an entity in the supply chain carries out a function in the supply chain;

Supply Chain Transparency Report

means the report provided by the Supplier to the Authority in the form set out in annex 4 of schedule 24 (*Reports and Records Provisions*);

Target Performance Level

the minimum level of performance for a Performance Indicator which is required by the Authority, as set out against the relevant Performance Indicator in the tables in annex 1 of schedule 3 (*Performance Levels*);

Term

the period commencing on the Effective Date and ending on the expiry of the Initial Term or any Extension Period or on earlier termination of this Contract;

Termination Assistance Notice

has the meaning given in paragraph 5 of schedule 25 (*Exit Management*);

Termination Assistance Period

in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Services as such period may be extended pursuant to paragraph 5.2 of schedule 25 (*Exit Management*);

Termination Date

the date set out in a Termination Notice on which this Contract (or a part of it as the case may be) is to terminate;

Termination Notice

a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract (or any part thereof) on a specified date and setting out the grounds for termination;

Termination Payment	the payment determined in accordance with schedule 16 (<i>Payments on Termination</i>);
Termination Services	the services and activities to be performed by the Supplier pursuant to the Exit Plan, including those activities listed in annex 1 of schedule 8.5 (<i>Exit Management</i>), and any other services required pursuant to the Termination Assistance Notice;
Test Issues	has the meaning given in schedule 14 (<i>Testing Procedures</i>);
Test Success Criteria	has the meaning given in schedule 14 (<i>Testing Procedures</i>);
Tests and Testing	any tests required to be carried out under this Contract, as further described in schedule 14 (<i>Testing Procedures</i>) and " Tested " shall be construed accordingly;
Third Party Auditor	an independent third party auditor as appointed by the Authority from time to time to confirm the completeness and accuracy of information provided to the Authority in writing in accordance with the requirements outlined in schedule 24 (<i>Reports and Records Provisions</i>);
Third Party Beneficiary	has the meaning given in clause 53.1 (<i>Third Party Rights</i>);
Third Party COTS IPRs	<p>Third Party IPRs that:</p> <ul style="list-style-type: none"> (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	<p>Third Party Software (including open source software) that:</p> <ul style="list-style-type: none"> (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	Intellectual Property Rights owned by a third party, but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software, which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services;

Third Party Non-COTS IPRs	Third Party IPRs that are not Third Party COTS IPRs;
Third Party Non-COTS Software	Third Party Software that is not Third Party COTS Software;
Third Party Provisions	has the meaning given in clause 53.1 (<i>Third Party Rights</i>);
Third Party Software	software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source Software which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services, including the software specified as such in schedule 12 (<i>Software</i>);
Transferring Assets	has the meaning given in paragraph 6.2(a) of schedule 25 (<i>Exit Management</i>);
Transparency Information	has the meaning given in clause 27.1 (Transparency and Freedom of Information);
Transparency Reports	has the meaning given in schedule 24 (<i>Reports and Records Provisions</i>);
UK	the United Kingdom;
UK GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, together with the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019;
UK Public Sector Business	means any goods, service or works provision to UK public sector bodies, including Central Government Departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations;
Unacceptable KPI Failure	the Supplier failing to achieve the KPI Service Threshold in respect of more than 50% of the Key Performance Indicators that are measured in that Service Period;
Unconnected Sub-contract	any contract or agreement which is not a Sub-contract and is between the Supplier and a third party (which is not an Affiliate of the Supplier) and is a qualifying contract under regulation 6

of The Reporting on Payment Practices and Performance Regulations 2017;

Unconnected Sub-contractor	any third party with whom the Supplier enters into an Unconnected Sub-contract;
Unrecovered Payment	has the meaning given in schedule 16 (<i>Payments on Termination</i>);
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 Term;
Valid	in respect of an Assurance, has the meaning given to it in paragraph 2.7 of Part B to Schedule 26 (<i>Service Continuity Plan and Corporate Resolution Planning</i>);
VAT	value added tax as provided for in the Value Added Tax Act 1994;
VCSE	means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives; and
Working Day	any day other than a Saturday, Sunday or public holiday in England and Wales.