

SCHEDULE 1

DEFINITIONS

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Definitions

Unless otherwise provided or the context otherwise requires the following expressions shall have the meanings set out below.

“Accounting Reference Date”	means the dates to which the Supplier prepares its audited financial statements;
“Acquired Rights Directive”	the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
“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;
“Agreement”	this contract between the Authority and the Supplier consisting of the Terms and Conditions, the Schedules and any Appendices or Annexes to the Terms and Conditions, the Tender, the Q&A, the Tender Clarification and any other document referred to in the contract in respect of which either Party has rights and/or obligations
“Annual Revenue”	<p>means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology:</p> <ul style="list-style-type: none">(a) figures for accounting periods of other than twelve (12) months should be scaled pro rata to produce a proforma figure for a twelve (12) month period; and(b) where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date;
“Anticipated Contract Life Profit Margin”	the anticipated Supplier Profit Margin over the Term;
“Anticipated Contract Value”	the sum set out at [paragraph 1.13 of the Specification] which relates to this Agreement;

“Approved Sub-Licensee”	any of the following: <ul style="list-style-type: none">(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 Authority;
“Approval”	the prior written consent of the Authority;
“Assets”	all assets and rights used by the Supplier to provide the Services in accordance with this Agreement 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 twenty percent (20%) and fifty percent (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;
“Audit”	any exercise by the Authority of its Audit Rights pursuant to Clause D2 (Records, Reports, Audit and Open Book Data) and Schedule 7.5 (Financial Transparency and Audit Rights);
“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) the European Commission;(f) the European Court of Auditors;(g) any party formally appointed by the Authority and/or by the Crown and/or by the European Commission and/or by the European Court of Auditors to carry out audit or similar review functions; and(h) successors or assigns of any of the above;
“Audit Rights”	the audit and access rights referred to in Schedule 7.5 (Financial Transparency and Audit Rights);
“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”	<p>(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;</p> <p>(b) IPRs created by the Authority independently of this Agreement; and/or</p> <p>(c) Crown Copyright which is not available to the Supplier otherwise than under this Agreement;</p> <p>but excluding IPRs owned by the Authority subsisting in the Authority Software;</p>
“Authority Cause”	<p>any material breach by the Authority of this Agreement, except to the extent that such breach is:</p> <p>(a) the result of any act or omission by the Authority to which the Supplier has given its prior consent; or</p> <p>(b) caused by the Supplier, any Sub-contractor or any Supplier Personnel;</p>
“Authority Data”	<p>(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:</p> <p>(i) supplied to the Supplier by or on behalf of the Authority; and/or</p> <p>(ii) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or</p> <p>(b) any Personal Data for which the Authority is the Data Controller;</p>
“Authority Materials”	<p>the Authority Data together with any materials, documentation, information, programs and codes supplied by the Authority to the Supplier, the IPRs in which:</p> <p>(a) are owned or used by or on behalf of the Authority; and</p> <p>(b) are or may be used in connection with the provision or receipt of the Services,</p> <p>but excluding any Project Specific IPRs, Specially Written Software, Supplier Software, Third Party Software and Documentation relating to Supplier Software or Third Party Software;</p>
“Authority Premises”	<p>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);</p>
“Authority Representative”	<p>the representative appointed by the Authority pursuant to Clause D1.4 (Representatives);</p>

“Authority Requirements”	the requirements of the Authority set out in Schedules 2.1 (Services Description), 2.2 (Performance Reviews), 2.3 (Standards), 2.4 (Security Requirements), 2.5 (Insurance Requirements), 6.1 (Implementation Plan), 8.4 (Reports and Records Provisions), 8.5 (Exit Management), 8.6 (Service Continuity Plan and Corporate Resolution Planning), 13 (Life Chances), and 16 (Welsh Language Scheme) ;
“Authority Software”	software which is owned by or licensed to the Authority (other than under or pursuant to this Agreement) 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 Agreement 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;
“Baseline Security Requirements”	the Authority's security requirements as set out in Schedule 2.4 (Security Requirements);
“Board”	means the Supplier’s board of directors;
“Board Confirmation”	means the written confirmation from the Board in accordance with paragraph 8 of Schedule 7.4 (Financial Distress);
“Breach of Security”	<p>the occurrence of:</p> <ul style="list-style-type: none">(a) any unauthorised access to or use of the Services, the Authority Premises, the Sites, the Supplier System, the Authority System and/or any information or data (including the Confidential Information and the Authority Data) used by the Authority, the Supplier or any Sub-contractor in connection with this Agreement; and/or(b) the loss (physical or otherwise) and/or unauthorised disclosure of any information or data (including the Confidential Information and the Authority Data), including copies of such information or data, used by the Authority, the Supplier or any Sub-contractor in connection with this Agreement; and/or(c) Not Used <p>in each case as more particularly set out in the security requirements in Schedule 2.1 (Services Description) and the Baseline Security Requirements;</p>
“Breakage Costs Payment”	has the meaning given in Schedule 7.2 (Payments on Termination);
“Bribery Act 2010”	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of

practice issued by the relevant Central Government Body concerning the legislation;

“Cabinet Office Markets and Suppliers Team”

means the UK government’s team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;

“Central Government Body”

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:

- (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;

“Change”

any change to this Agreement;

“Change Control Procedure”

the procedure for changing this Agreement set out in Schedule 8.2 (Change Control Procedure);

“Change in Law”

any change in Law which impacts on the performance of the Services which comes into force after the Effective Date;

“Change of Control”

means a change of control within the meaning of Section 1124 of the Corporation Tax Act 2010;

“Change Request”

a written request for a Contract Change substantially in the form of Annex 1 of Schedule 8.2 (Change Control Procedure);

“Claimant”

means a person in receipt of Universal Credit or other unemployment related benefit

“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”

the information listed in Schedule 4.2 (Commercially Sensitive Information) comprising the information of a commercially sensitive nature relating to –

- (a) the pricing of the Services;
- (b) details of the Supplier’s IPRs; and
- (c) the Supplier’s business and investment plans;

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;

“Comparable Supply”	the supply of services to another customer of the Supplier that are the same or similar to any of the Services;
“Compensation Payment”	has the meaning given in Schedule 7.2 (Payments on Termination);
“Completer”	a Participant who has reached their end date as set out in the Specification.
“Condition Precedent”	has the meaning given in Clause B1.2 (Condition Precedent);
“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 Agreement 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 Agreement 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 Agreement;(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 Agreement and all matters arising therefrom; and(d) Information derived from any of the above, but not including any Information which:<ul style="list-style-type: none">(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 Agreement or breach of a duty of confidentiality;(iv) was independently developed without access to the Confidential Information; or(v) relates to the Supplier's:<ul style="list-style-type: none">1. performance under this Agreement; or

2. failure to pay any Sub-contractor as required pursuant to Clause E2.15(a) (Supply Chain Protection);

“Contract Commencement Date”

means the date the Contract is signed by the Authority and the Supplier

“Contract Change”

any change, amendment, variation, restatement or supplement to this Agreement other than an Operational Change;

“Contract Finder”

the online government portal which allows suppliers to search for information about contracts worth over ten thousand pounds (£10,000) (excluding VAT) as prescribed by Part 4 of the Public Contract Regulations 2015;

“Contract Performance Review or “CPR”

has the meaning set out in Schedule 2.2 (Tender Minimum Performance Levels and Performance Reviews);

“Contract Year”

- (a) a period of twelve (12) months commencing on the Effective Date; or
- (b) thereafter a period of twelve (12) months commencing on each anniversary of the Effective Date;

provided that the final Contract Year shall end on the expiry or termination of the Term;

“Contracting Authority”

any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015, including the Authority;

“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 GDPR;

“Corporate Change Event”

means:

- (a) any Change of Control of the Supplier or a Parent Undertaking of the Supplier;
- (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;
- (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;

- (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;
- (e) an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in 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 twenty-five percent (25%) of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any twelve (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
Resolution Planning
Information”**

means, together, the:

- a) Group Structure Information and Resolution Commentary; and
- b) UK Public Sector and CNI Contract Information;

“Costs”

the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Services:

- (a) the cost to the Supplier or the Key Sub-contractor (as the context requires) of engaging the Supplier Personnel, including:
 - (i) base salary paid to the Supplier Personnel;
 - (ii) employer’s national insurance contributions;
 - (iii) employer pension contributions;
 - (iv) car allowances;
 - (v) any other contractual employment benefits;
 - (vi) staff training;
 - (vii) work place accommodation;
 - (viii) work place IT equipment and tools reasonably necessary to

perform the Services (but not including items included within limb (b) below); and

- (ix) reasonable recruitment costs, as agreed with the Authority;
- (b) costs incurred in respect of those Assets which are detailed on the Registers and which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Assets by the Supplier to the Authority or (to the extent that risk and title in any Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Assets;
- (c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the delivery of the Services;
- (d) Not Used;
- (e) Reimbursable Expenses to the extent these are incurred in delivering any Services where the Fees for those Services are to be calculated on a fixed price or firm price pricing mechanism;

but excluding:

- (i) Overhead;
- (ii) financing or similar costs;
- (iii) maintenance and support costs to the extent that these relate to maintenance and/or support services provided beyond the Term, whether in relation to Assets or otherwise;
- (iv) taxation;
- (v) fines and penalties;
- (vi) amounts payable under Schedule 7.3 (Benchmarking); and
- (vii) non-cash items (including depreciation, amortisation, impairments and movements in provisions);

“Critical National Infrastructure”

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:

- 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 national security, national defence, or the functioning of the UK;

“Critical Service Contract”

means the overall status of this Agreement as determined by the Authority and specified in paragraph 10.1 of Part 2 to Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning)

“Crown”	the government of the United Kingdom (including the Northern Ireland Executive, the Scottish Government and the Welsh Government), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf and “Crown Body” shall be construed accordingly.
“CRP Information”	means the Corporate Resolution Planning Information;
“CRTPA”	the Contracts (Rights of Third Parties) Act 1999;
“CSS Measurement Period”	the period in respect of which the Supplier’s achievement of the Customer Service Standards shall be measured by the Authority. Such period could be any month, three (3) month, twelve (12) month or other period at the absolute discretion of the Authority;
“CSS Measurement Point”	the point in time at which the Authority measures/reviews the Supplier’s achievement of the Customer Service Standards, which will be the last day of a month or such other point in time as the Authority selects in its absolute discretion;
“CSS Measurement Review”	the Authority’s review of the Supplier’s achievement of the Customer Service Standards;
“Customer Service Standards”	the service levels to which the Services are to be supplied by the Supplier as set out in Schedule 2.2 (Tender Minimum Performance Levels and Performance Reviews) and which shall include the Specification Customer Service Standards and the Tender Customer Service Standards;
“Data Loss Event”	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, 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”	<ul style="list-style-type: none"> a) the GDPR, the LED and any applicable national implementing Laws as amended from time to time 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;
“Data Protection Officer”	shall have the same meaning as given in the GDPR;
“Data Subject”	has the meaning given in the DPA;
“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”	any deduction which is paid or payable to the Authority under this Agreement;
“Default”	<p>any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement:</p> <p>(a) in the case of the Authority, of its employees, servants, agents; or</p> <p>(b) in the case of the Supplier, of its Sub-contractors or any Supplier Personnel,</p> <p>in connection with or in relation to the subject-matter of this Agreement and in respect of which such Party is liable to the other;</p>
“Delay”	<p>(a) Not Used;</p> <p>(b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;</p>
“Deliverable”	an item, feature or service associated with the provision of the Services or a change in the provision of the Services which is required to be delivered by the Supplier at any stage during the performance of this Agreement;
“Delivery Fee”	the amount set out in Schedule 7.1 (Fees and Payment);
“Delivery Model”	the structures and processes used by the Supplier to deliver the Services as described in Schedule 2.1 (Services Description);
“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 Agreement, including for the avoidance of doubt the provision of the Services in accordance with the terms of this Agreement;
“Disallowed Financial Contribution”	<p>a direct or indirect contribution which:</p> <p>(d) is valued by the Authority in its absolute discretion at more than £1,000, or</p> <p>(e) is deemed by the Authority in its absolute discretion to not be a contribution towards working capital or equipment, or to be an</p>

	inappropriate method of providing support to a self-employed Participant;
“Disclosing Party”	has the meaning given in Clause F6.1 (Confidentiality);
“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 Agreement;</p>
“Dispute”	any dispute, difference or question of interpretation arising out of or in connection with this Agreement, 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 Agreement 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 8.3 (Dispute Resolution Procedure);
“Documentation”	<p>descriptions of the Services, 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:</p> <p>(a) is required to be supplied by the Supplier to the Authority under this Agreement;</p> <p>(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;</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>
“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”	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;
“DWP” or “Department for Work and Pensions”	the Authority;
“Effective Date”	<p>the later of:</p> <ul style="list-style-type: none">(a) the date on which this Agreement is signed by both Parties; and(b) the date on which the Condition Precedent has been satisfied or waived in accordance with Clause B1.2 (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”	<p>ad hoc and unplanned maintenance provided by the Supplier where:</p> <ul style="list-style-type: none">(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”	<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 related to employment including in relation to the following:</p> <ul style="list-style-type: none">(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;

	<p>(f) employment claims whether in tort, contract or statute or otherwise;</p> <p>(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;</p>
“Employment Business”	any part of the Supplier, the Supplier Group, and any Sub-contractor which carries out the services described in the Specification.
“Employment Regulations”	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive;
“E-Procurement System”	the system used by the Authority for the procurement of this Agreement, or such replacement or successor system which the Authority may notify to the Supplier from time to time;
“Estimated Year 1 Fees”	the estimated Fees payable by the Authority during the first Contract Year, as set out in the Financial Model;
“Exit Day”	shall have the meaning in the European Union (Withdrawal) Act 2018;
“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 8.5 (Exit Management);
“Exit Plan”	the plan produced and updated by the Supplier during the Term in accordance with Paragraph 4 of Schedule 8.5 (Exit Management);
“Expedited Dispute Timetable”	the reduced timetable for the resolution of Disputes set out in Paragraph 3 of Schedule 8.3 (Dispute Resolution Procedure);
“Expert”	has the meaning given in Schedule 8.3 (Dispute Resolution Procedure);
“Expert Determination”	the process described in Paragraph 6 of Schedule 8.3 (Dispute Resolution Procedure);
“Expiry”	the expiry of this Agreement, however arising;
“Fees”	the amounts (exclusive of any applicable VAT) as set out in Schedule 7.1 (Fees and Payment), payable by the Authority under

	the Agreement, to which the Supplier is entitled for the full and proper performance by the Supplier of its obligations under the Agreement;
“Financial Distress Event”	the occurrence of one or more of the events listed in Paragraph 3.1 or Paragraph 3.2 of Schedule 7.4 (Financial Distress);
“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 Agreement in the event that a Financial Distress Event occurs;
“Financial Model”	has the meaning given in Schedule 7.5 (Financial Transparency and Audit Rights);
“Financial Transparency Objectives”	has the meaning given in Schedule 7.5 (Financial Transparency and Audit Rights);
“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 Agreement 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 acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or 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;
“Former Supplier”	has the meaning given in Schedule 9.1 (Staff Transfer);
“Formal Warning Notice”	a notice issued by the Authority under Clause B15 in respect of a Non Service Failure Default;
“GDPR”	The General Data Protection Regulation (EU) 2016/679
“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;
“Goods”	has the meaning given in Clause B7.7 (Supply of Goods);
“Group Structure Information and Resolution Commentary”	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 11 to 13 and Appendix 1 of Part 2 of Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning);
“Guarantee”	the deed of guarantee in favour of the Authority entered into by the Guarantor on or about the date of this Agreement (which is in the form set out in Schedule 10 (Guarantee)), 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”	Her Majesty’s Revenue and Customs;
“HMRC PAYE Data”	the real time information held by HMRC in respect of Participants and used by the Authority to determine and to verify Outcomes;
“ICE”	the independent case examiner who reviews complaints from Participants about certain government organisations, including Jobcentre Plus, that deal with benefits and financial support, details of which are set out at (or such other place as the Authority notifies the Supplier from time to time): https://www.gov.uk/government/organisations/independent-case-examiner ;
“Impact Assessment”	has the meaning given in Schedule 8.2 (Change Control Procedure);

“Implementation Plan”	the Plan (which is set out at Schedule 6.1 (Implementation Plan)) prepared by the Supplier and agreed with the Authority detailing the arrangements and activities which the Supplier must implement and carry out in advance of commencement of supply of the Services, or such amended version as agreed with the Authority;
“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 Agreement;
“Independent Control”	<p>where either:</p> <ul style="list-style-type: none">(a) a Controller has provided Personal Data to another Party which is neither a Processor or 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, or(b) a Party processes Personal Data as Controller, and the other Party does not process the 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);
“Insolvency Event”	<p>with respect to any person, means:</p> <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 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”

- (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;
- (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
- (c) all other rights having equivalent or similar effect in any country or jurisdiction;

“Intervention Cause”

has the meaning given in Clause H3.1 (Remedial Adviser);

“Intervention Notice”

has the meaning given in Clause H3.1 (Remedial Adviser);

“Intervention Period”

has the meaning given in Clause H3.2(c) (Remedial Adviser);

“Intervention Trigger Event”	<ul style="list-style-type: none"> (a) any event falling within limb (a), (b), (c), (e), (f) or (g) of the definition of a Supplier Termination Event; and/or (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) Not Used; (d) Not Used; (e) Not Used;
“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 Agreement or for a purpose not reasonably to be inferred from the supply of the Services or the provisions of this Agreement;
“IT”	information and communications technology;
“IT Environment”	the Authority System and the Supplier System;
“ITT”	the suite of documents issued by the Authority through the E-Procurement System which formed the invitation to participate in the competition for the award of this [and other Programme] Agreement[s] for the provision of Services to the Authority
<u>“Job Finding Action Plan”</u>	means the action plan described in Annex 2 of Schedule 2.1
“Joint Controllers”	where two or more Controllers jointly determine the purposes and means of processing;
“Key Personnel”	those persons appointed by the Supplier to fulfil the Key Roles, being the persons listed in Schedule 9.2 (Key Personnel) against each Key Role as at the Effective Date or as amended from time to time in accordance with Clauses E1.5 and E1.6 (Key Personnel);
“Key Roles”	a role described as a Key Role in Schedule 9.2 (Key Personnel) and any additional roles added from time to time in accordance with Clause E1.4 (Key Personnel);
“Key Sub-contract”	each Sub-contract with a Key Sub-contractor;
“Key Sub-contractor”	<p>any Sub-contractor:</p> <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) ten

percent (10%) of the aggregate Fees forecast to be payable under this Agreement (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 Agreement;
“Landed Resources”	when the Supplier or its Sub-contractor causes foreign nationals to be brought to the United Kingdom to provide the Services;
“Law”	any law, statute, 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, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
“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 Agreement, including any Supplier Software, Third Party Software and/or any Specially Written Software;
“Losses”	losses, liabilities, damages, 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 B7.4 (Maintenance);
“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 Clause F10 and Schedule 8.8 (Management Information) to be provided by the Supplier to the Authority;
“MI Admin Fees”	the costs incurred by the Authority in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the Crown Commercial Service at the following link (or

	such other place as the Authority notifies the Supplier from time to time);
	https://www.gov.uk/guidance/current-crown-commercial-service-suppliers-what-you-need-to-know ;
“MI Failure”	when an MI Report: <ul style="list-style-type: none"> (a) contains any material errors or material omissions or a missing mandatory field; or (b) is not submitted by the Reporting Date (including where a Nil Return should have been filed);
“MI Report”	a report containing Management Information submitted to the Authority pursuant to Clause F10 and Schedule 8.8 (Management Information);
JFS Initial Response”	the Supplier’s answers to the ITT evaluation questions
“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 8.3 (Dispute Resolution Procedure);
“Multi-Party Procedure Initiation Notice”	has the meaning given in Paragraph 9.2 of Schedule 8.3 (Dispute Resolution Procedure);
“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;
“Nil Return”	has the meaning given in paragraph 3.3 of Schedule 8.8 (Management Information);
“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;
“Non-Qualifying Earnings”	any and all earnings paid to a Participant during a Non-Qualifying Period which for the avoidance of doubt shall include any earnings paid to the Participant during the Non-Qualifying Period by the Employment Business or by any other entity;
“Non-Qualifying Participant”	means: <ul style="list-style-type: none"> (a) any Participant or any Completer employed whether directly as an employee under a contract of service or on a self-employed basis in the Employment Business; or (b) any Participant in self-employment to whom the Supplier or any Sub-contractor or any member of the Supplier Group or

	any Sub-contractor's group has made a Disallowed Financial Contribution;
“Non-Qualifying Period”	any period of employment (whether directly as an employee or under a contract of services) of a Participant or any Completer in the Employment Business. For the avoidance of doubt the Non-Qualifying Period shall be deemed to commence on the date that the first payment of earnings is made by the Employment Business to the Participant and shall be deemed to end on the date that the final payment of earnings is made by the Employment Business to the Participant;
“Non Service Failure Default”	a Default by the Supplier other than a Service Failure;
“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 01 October 2012 is found on or after 01 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> (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; (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>(b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 01 October 2012 gives rise on or after 01 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 7.5 (Financial Transparency and Audit Rights)
“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:

- (a) will not affect the Fees 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 Agreement;

“Optional Services”

any services described as such in Schedule 2.1 (Services Description) and/or Schedule 4.1 (Supplier Solution) which are to be provided by the Supplier if required by the Authority in accordance with Clause B2.10 (Optional Services);

“Optional Services Implementation Plan”

the implementation plan to effect the Optional Services agreed between the Parties prior to the Effective Date and, if not agreed prior to the Effective Date, to be developed by the Supplier and approved by the Authority;

“Other Supplier”

any supplier to the Authority (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware;

“Outline Implementation Plan”

the outline plan set out at Annex 1 of Schedule 6.1 (Implementation Plan);

“Overhead”

those amounts which are intended to recover a proportion of the Supplier's or the Key Sub-contractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel;

“Parent Undertaking”

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

“Partial Termination”

the partial termination of this Agreement to the extent that it relates to the provision of any part of the Services as further provided for in

	Clause I1.2(b) (Termination by the Authority) or I1.3(b) (Termination by the Supplier) or otherwise by mutual agreement by the Parties;
“Participant”	an individual in respect of whom the Supplier provides Services who has been Referred to the Supplier by the Authority pursuant to the Agreement
“Participant Start”	in respect of each Participant, the date on which the Referral is made by the Authority
“Parties” and “Party”	have the meanings respectively given on page 1 of this Agreement;
“Payment Tail Period”	the period of [♦ days] starting immediately after the date of the last Participant Start;
“Performance Improvement Admin Fees”	means the sum of £2,500 , amounting to an estimate of the cost incurred by the Authority in initiating and managing the Performance Improvement Process.
“Performance Improvement End Date”	the date set out in the Performance Improvement Notice;
“Performance Improvement Notice”	a written notice given by the Authority to the Supplier pursuant to Clause B5;
“Performance Improvement Period”	the period from the date of issue of the Performance Improvement Notice until the Performance Improvement End Date;
“Performance Improvement Plan”	the plan agreed in accordance with Clause B5;
“Performance Improvement Plan Failure”	has the meaning set out in Clause B5.11;
“Performance Improvement Process”	the process set out in Clause B5;
“Permitted Maintenance”	has the meaning given in Clause B7.4 (Maintenance);
“Personal Data”	has the meaning given in the GDPR;
“Personal Data Breach”	has the meaning given in the GDPR;
“Plans”	any plan referred to in the Agreement which the Supplier is required to submit in connection with this Agreement;
“PRaP”	DWP’s prescribed provider referral and payments system, which DWP uses to refer Participants and pay providers, or such replacement or successor system which the Authority may notify to

the Supplier from time to time. For the avoidance of doubt, where PRaP is not available, a clerical system may be adopted by the Authority in its place;

“Preceding Services”

has the meaning given in Clause B2.2(b) (Standard of Services);

“Processor”

has the meaning given to it under the GDPR;

“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 Agreement;

“Programme Agreement”

any **Job Finding Support** Agreement entered into between the Authority and the Supplier;

“Prohibited Act”

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
 - (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 Agreement;
- (c) 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 (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017); or
 - (iii) defrauding, attempting to defraud or conspiring to defraud the Authority;
- (d) 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
- (e) to:
 - (i) directly or indirectly;
 - (ii) submit a claim for, or agree to receive, or accept;
 - (iii) any Outcome Payment, or Delivery Fee, or financial or other advantage;
 - (iv) in connection with this Agreement, or any other Programme Agreement;
 - (v) which becomes the subject of an investigation by the Audit Agents;
 - (vi) which the Audit Agents find was more likely than not;

	(vii) deliberately or negligently;
	(viii) based on invalid, or erroneous, or false information, or documentation;
“Project Specific IPRs”	<p>(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 Agreement and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>(b) Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under this Agreement;</p> <p>but shall not include the Supplier Background IPRs or the Specially Written Software;</p>
“Property”	the property, other than real property, issued or made available to the Supplier by the Authority in connection with the Agreement;
“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;
“Provider Guidance”	the instructions and recommended practices, including any instructions of an operational nature, and/or relating to sustainable development and promotion of race equality and non-discrimination, copies of which have been provided by the Authority to the Supplier prior to the Effective Date, and any other instructions and recommended practices as updated by the Authority to the Supplier from time to time;
“Public Sector Dependent Supplier”	means a supplier where that Supplier, or that Supplier Group has Annual Revenue of fifty million pounds (£50m) or more of which over fifty percent (50%) is generated from UK Public Sector Business;
“Public Sector and CNI Contract Information”	means the information requirements set out in accordance with Paragraphs 11 to 13 and Appendix II of Part 2 of Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning);
“Purchase Order”	any purchase order issued by the Authority to the Supplier in relation to the Services, as referred to in Schedule 7.1 (Fees and Payment);
“Q&A”	the response to the Q&A Log (as defined in Schedule 2.1 (Services Description)) published prior to the Final Offer ;
“Quality Plans”	has the meaning given in Clause B3.1 (Quality Plans);

“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 Agreement);
“Recipient”	has the meaning given in Clause F6.1 (Confidentiality);
“Records”	has the meaning given in Schedule 8.4 (Reports and Records Provisions);
“Registers”	has the meaning given in Schedule 8.5 (Exit Management);
“Referral”	the referral of an individual by the Authority to the Supplier under the Agreement with the intention that the individual will become a Participant at the point of Participant Start, and “Referred” shall be construed accordingly;
“Referral Period”	the period from and including the Referral Period Start Date until the Referral Period End Date when the Authority may make Referrals;
“Referral Period Start Date”	Means 11 th January 2021
“Referral Period End Date”	means: <ul style="list-style-type: none">(a) 10th January 2022; or(b) such later date no more than 12 months later than (a) following any extension of the Referral Period End Date pursuant to Clause D3.7;
“Reimbursable Expenses”	<p>reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Authority's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none">(a) travel expenses incurred as a result of Supplier Personnel travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Authority otherwise agrees in advance in writing; and(b) subsistence expenses incurred by Supplier Personnel whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
“Reporting Date”	means the seventh (7 th) day of each month following the month to which the relevant Management Information relates, or such other date as may be agreed between the Authority and the Supplier from time to time;
“Requests for Information”	a request for information or an apparent request under the FOIA or the Environmental Information Regulations;

“Relevant Authority”	means the Authority 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 Agreement 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 B2.2(b) (Standard of Services);
“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 Tax Authority”	HMRC, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;
“Relevant Transfer”	a transfer of employment to which the Employment Regulations applies;
“Relief Notice”	has the meaning given in Clause H5.2 (Authority Cause);
“Remedial Adviser”	the person appointed pursuant to Clause H3.2 (Remedial Adviser);
“Remedial Adviser Failure”	has the meaning given in Clause H3.6 (Remedial Adviser);
“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 Agreement, 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 H4.1(a) (Step-In Rights);
“Schedule”	a schedule attached to, and forming part of, the Agreement;

“Security Policies”	the Authority’s security policies published by the Authority from time to time and shall include any successor, replacement or additional security policies. The security policies are set out in Annex A to Schedule 2.4 (Security Requirements);
“Security Policies and Standards”	the Security Policies and the Security Standards;
“Security Standards”	the Authority’s security standards published by the Authority from time to time and shall include any successor, replacement or additional security standards. The security standards are set out in Annex A and Annex B to Schedule 2.4 (Security Requirements);
“Service Continuity Plan”	any plan prepared pursuant to Paragraph 2 of Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning) as may be amended from time to time;
“Service Continuity Services”	the business continuity, disaster recovery and insolvency continuity services set out in Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning);
“Service Failure”	a failure by the Supplier to: <div style="margin-left: 40px;"> supply any part of the Services in accordance with any of the Customer Service Standards </div> (
“Service Period”	a calendar month, save that: <div style="margin-left: 20px;"> (a) the first service period shall start at the beginning of the Services Delivery Period and shall expire at the end of the calendar month in which the Services Delivery Period began; and </div> <div style="margin-left: 20px;"> (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; </div>
“Services”	any and all of the services to be provided by the Supplier under this Agreement, including those set out in Schedule 2.1 (Services Description) and Schedule 4.1 (Supplier Solution);
“Service Credit”	a deduction from the Delivery Fee set out in Schedule 2.1
“Services Cessation Date”	the date 1 month after the last [Participant Start] under the Agreement;
“Service Start Date”	means the date upon which the Supplier commences supplying the Services to The Authority
“Service Transfer Date”	has the meaning given in Schedule 9.1 (Staff Transfer);

“Services Delivery Period”	the period from and including the Effective Date until the Services Cessation Date during which the Supplier shall supply the Services;
“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> <ul style="list-style-type: none"> (i) the Services are (or are to be) provided; or (ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or <p>(b) where:</p> <ul style="list-style-type: none"> (i) any part of the Supplier System is situated; or (ii) any physical interface with the Authority System takes place;
“SME”	an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 06 May 2003 concerning the definition of micro, small and medium-sized enterprises;
“Software”	Specially Written Software, Supplier Software and Third Party Software;
“Software Supporting Materials”	has the meaning given in Clause F2.1(b) (Specially Written Software and Project Specific IPRs);
“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 Agreement, including any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Agreement.
“Special Categories of Personal Data”	Personal Data which falls into the categories described in Article 9(1) of the GDPR;
“Special Customer Record Participant”	a Participant whom the Authority designates is subject to Special Customer Record Procedures. Personal Data of Special Customer Record Participants must not be held in the IT Environment. The Authority will notify the Supplier of any Participants who are Special Customer Record Participants
“Special Customer Record Procedures”	the paper-based processes, as set out by the Authority in the Specification, which must be used by the Supplier when the Supplier submits any claim for an Outcome Payment, notifies the

	Authority, or carries out any other process in respect of any Special Customer Record Participant
“Specification”	the Authority’s specification for the Services as set out in Annex A to Schedule 2.1 (Services Description) (including all amendments to, variations of, or supplements to such specification);
“Specification Customer Service Standards”	any Customer Service Standards set out by the Authority in the Specification;
“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;
“Staffing Information”	has the meaning given in Schedule 9.1 (Staff Transfer);
“Standards”	the standards, policies and/or procedures identified in Schedule 2.3 (Standards);
“Start Cohort”	the Participant Starts recorded on the PRaP system in each Cohort Period;
“Step-In Notice”	has the meaning given in Clause H4.1 (Step-In Rights);
“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 Agreement; (d) the Authority being advised by a regulatory body that the exercise by the Authority of its rights under Clause H4 (Step-In Rights) 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 H4.5(b) (Step-In Rights);
“Step-Out Notice”	has the meaning given in Clause H4.5 (Step-In Rights);
“Step-Out Plan”	has the meaning given in Clause H4.6 (Step-In Rights);
“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 Agreement;
“Subsidiary Undertaking”	has the meaning set out in section 1162 of the Companies Act 2006;
“Successor Body”	has the meaning given in Clause J2.4 (Assignment and Novation);
“Supplier Background IPRs”	<p>(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</p> <p>(b) Intellectual Property Rights created by the Supplier independently of this Agreement,</p> <p>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;</p>
“Supplier Code of Conduct” or “Code”	the code of conduct as set-out at Schedule 14 (DWP Supplier Code of Conduct);
“Supplier COTS Background IPRs”	<p>Any embodiments of Supplier Background IPRs that:</p> <p>(a) the Supplier makes generally available commercially prior to the date of this Agreement (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 COTS Software”	<p>Supplier Software (including open source software) that:</p> <p>(a) the Supplier makes generally available commercially prior to the date of this Agreement (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”	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;
“Supplier Group”	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
“Supplier Non-COTS Background IPRs”	Any embodiments of Supplier Background IPRs that have been delivered by the Supplier to the Authority and that are not Supplier COTS Background IPRs;
“Supplier Non-COTS Software”	Supplier Software that is not Supplier COTS Software;
“Supplier Non-Performance”	has the meaning given in Clause H5.1 (Authority Cause);
“Supplier Personnel”	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 Agreement;
“Supplier Profit”	the difference between the total Fees (in nominal cash flow terms but excluding any deductions paid or payable to the Authority under this Agreement) and total Costs (in nominal cash flow terms) paid or payable to the Supplier under this Agreement;
“Supplier Profit Margin”	in relation to a period, the Supplier Profit for the relevant period divided by the total Fees over the same period and expressed as a percentage;
“Supplier Representative”	the representative appointed by the Supplier pursuant to Clause D1.3 (Representatives);
“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;
“Supplier Solution”	the Supplier's solution for the Services set out in Schedule 4.1 (Supplier Solution) 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”	<ul style="list-style-type: none"> (a) the occurrence of three (3) Defaults in any six (6) month period; (b) the Supplier committing a material Default which is irremediable; (c) as a result of the Supplier’s Default, the Authority incurring Losses in any Contract Year which exceed 80% of the value of

- the aggregate annual liability cap for that Contract Year as set out in Clause G1.6(a) (Financial Limits);
- (d) a Remedial Adviser Failure;
 - (e) a Performance Improvement Plan Failure;
 - (f) where a right of termination is expressly reserved in this Agreement, including pursuant to:
 - (i) Clause F4 (IPRs Indemnity);
 - (ii) Clause J5.6(b) (Prevention of Fraud and Bribery); and/or
 - (iii) Paragraph 6 of Schedule 7.4 (Financial Distress);
 - (iv) Paragraph 12 of Part 2 to Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning);
 - (g) the representation and warranty given by the Supplier pursuant to Clause A3.2(i) (Warranties) being materially untrue or misleading;
 - (h) the Supplier committing a material Default under Clause C10 (Promoting Tax Compliance) or failing to provide details of steps being taken and mitigating factors pursuant to Clause C10 (Promoting Tax Compliance) which in the reasonable opinion of the Authority are acceptable;
 - (i) the Supplier committing a material Default under any of the following Clauses:
 - (i) Clause B2.5(j) (Services);
 - (ii) Clause F8 (Protection of Personal Data);
 - (iii) Clause F7 (Transparency and Freedom of Information);
 - (iv) Clause F6 (Confidentiality); and
 - (v) Clause J1 (Compliance); and/orin respect of any security requirements set out in Schedule 2.1 (Services Description) or the Baseline Security Requirements; and/or
in respect of any requirements set out in Schedule 9.1 (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 7.3 (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) a Change of Control of the Supplier or a Guarantor unless:

- (i) the Authority has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or
- (ii) the Authority has not served its notice of objection within six (6) months of the later of the date on which the Change of Control took place or the date on which the Authority was given notice of the Change of Control;
- (n) a Change of Control of a Key Sub-contractor unless, within six (6) months of being notified by the Authority that it objects to such Change of Control, the Supplier terminates the relevant Key Sub-contract and replaces it with a comparable Key Sub-contract which is approved by the Authority pursuant to Clause E2.10 (Appointment of Key Sub-contractors);
- (o) any failure by the Supplier to enter into or to comply with an Admission Agreement under the Annex to either Part A or Part B of Schedule 9.1 (Staff Transfer);
- (p) 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 Agreement; or
- (q) 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 Transparency Report”

means the report provided by the Supplier to the Authority in the form set out in Annex 4 of Schedule 8.4 (Reports and Records Provisions);

“Tender”

the Supplier’s response to the ITT including but not limited to the Initial Stage Response and the Final Offer and which, for the avoidance of doubt, includes any post-tender clarifications made by the Supplier to the Authority prior to the Effective Date (“Tender Clarification”)

“Tender Customer Service Standards”

any Customer Service Standards proposed by the Supplier in the Tender which must be equal to or greater than the Specification Customer Service Standards;

“Term”

the period described in Clause B1.1.

“Termination Assistance Notice”

has the meaning given in Paragraph 5.1 of Schedule 8.5 (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 8.5 (Exit Management);

“Termination Date”

the date set out in a Termination Notice on which this Agreement (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 Agreement (or any part thereof) on a specified date and setting out the grounds for termination;
“Termination Payment”	the payment determined in accordance with Schedule 7.2 (Payments on Termination);
“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 (Exit Management), and any other services required pursuant to the Termination Assistance Notice;
“Terms and Conditions”	these terms and conditions of contract and its accompanying schedules and any appendices or annexes to the terms and conditions and schedules which form part of the Agreement;
“Third Party Beneficiary”	has the meaning given in Clause J9.1 (Third Party Rights);
“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 Agreement (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 Agreement (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;
“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 J9.1 (Third Party Rights);
“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;

“Transferring Assets”	has the meaning given in Paragraph 6.2(a) of Schedule 8.5 (Exit Management);
“Transferring Authority Employees”	has the meaning given in Schedule 9.1 (Staff Transfer);
“Transferring Former Supplier Employees”	has the meaning given in Schedule 9.1 (Staff Transfer);
“Transferring Supplier Employees”	has the meaning given in Schedule 9.1 (Staff Transfer);
“Transparency Information”	has the meaning given in Clause F7.1 (Transparency and Freedom of Information);
“Transparency Reports”	has the meaning given in Schedule 8.4 (Reports and Records Provisions);
“UK”	the United Kingdom;
“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;
“UK Public Sector / CNI Contract Information”	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 11 to 13 and Appendix II of Part 2 of Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning);
“Universal Credit”	the Government initiative of that name;
“Unrecovered Payment”	has the meaning given in Schedule 7.2 (Payments on Termination);
“Unsupported Services”	shall have the meaning set out in Clause C9.2;
“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;
“Valid”	in respect of an Assurance, has the meaning given to it in Paragraph 11.7 of Part 2 to Schedule 8.6 (Service Continuity Plan and Corporate Resolution Planning);
“Universal Credit”	the government initiative of that name;
“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;

“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;

“Working Day”

any day other than a Saturday, Sunday or public holiday in England and Wales.