

**OFFICIAL**

**APPLICATIONS AND HOSTING SERVICES**

**CALL OFF SCHEDULE 1**

**DEFINITIONS**

**OFFICIAL**

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

<b>“Achieve”</b>	means in respect of a Test, to successfully pass such Test without any Test Issues in accordance with the Test Strategy Plan and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and <b>“Achieved”</b> , <b>“Achieving”</b> and <b>“Achievement”</b> shall be construed accordingly;
<b>“Achieved Service Level”</b>	means the Service Level Performance Measure has been achieved or exceeded;
<b>“Acquired Rights Directive”</b>	means the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
<b>“Additional Clauses”</b>	means any additional and/or alternative Clauses set out in the Order Form or elsewhere in this Call Off Contract;
<b>“Affected Party”</b>	means the party seeking to claim relief in respect of a Force Majeure;
<b>“Affiliates”</b>	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
<b>“Agency Manager”</b>	<ul style="list-style-type: none"> <li>the third party (or third parties) appointed by the Customer to perform the agency management services under an agency management services agreement; or</li> <li>the Customer,</li> </ul> as notified by the Customer to the Supplier from time to time in writing;
<b>“Applicable Laws”</b>	solely in relation to data protection, has the meaning given to it in Clause 35.7.7;
<b>“Applications”</b>	means a set of one or more programs designed to carry out operations for a specific application;
<b>“Approval”</b>	means the prior written consent of the Customer and “Approve” and “Approved” shall be construed accordingly;
<b>“Approval Procedure”</b>	means the procedure by which Document Deliverables are Approved during Implementation, as set out in Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel);
<b>“Approved Outage Window”</b>	means the period in which the Services (or any part) is not available as such period is Approved by the Customer;
<b>“Approved Sub-Licensee”</b>	means any of the following: <ul style="list-style-type: none"> <li>a Central Government Body;</li> <li>any third party providing services to a Central Government Body; and/or</li> <li>any body (including any private sector body) which performs or</li> </ul>

## OFFICIAL

	carries on any of the functions and/or activities that previously had been performed and/or carried on by the Customer;
<b>“Assets”</b>	means the Supplier Assets;
<b>“Availability”</b>	means the Supplier System, a Service and/or Service Line shall be “available” when Users are able to access and use all its functions at a level that enables them to carry out their normal duties. <b>“Available”</b> shall be construed accordingly;
<b>“Auditor”</b>	means: <ul style="list-style-type: none"> <li>• the Customer’s internal and external auditors;</li> <li>• the Customer’s statutory or regulatory auditors;</li> <li>• the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office</li> <li>• HM Treasury or the Cabinet Office</li> <li>• any party formally appointed by the Customer to carry out audit or similar review functions; and</li> <li>• successors or assigns of any of the above;</li> </ul>
<b>“Authority”</b>	means <b>THE MINISTER FOR THE CABINET OFFICE (“Cabinet Office”)</b> as represented by Crown Commercial Service, a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
<b>“Authority to Proceed” or “ATP”</b>	means the point at which the Supplier is authorised to provide the relevant Services to the Customer provided in the form of a Milestone Achievement Certificate relating to the Milestone which is identified as an ATP Milestone in the Implementation Plan, as more particularly described in Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel);
<b>“Base Case Financial Model”</b>	means the proforma base case financial model as referred to in Paragraph 12 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) and as set out in Annex 9 to Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing);
<b>“Baseline Security Requirements”</b>	means the security requirements set forth in Annex 1 to Call Off Schedule 8 (Security);
<b>“Baselined Document”</b>	means a document updated as the latest applicable version which applies in connection with the Call Off Contract and as Approved by the Customer;
<b>“BCDR Plan”</b>	means the plan prepared pursuant to the terms of Call Off Schedule 10 (Business Continuity and Disaster Recovery), as may be amended from time to time;
<b>“BCDR Services”</b>	means the services in Schedule 10 (Business Continuity and Disaster Recovery);
<b>“Breach of Security”</b>	means the occurrence of: <p>(a) any unauthorised access to or use of the Services, the</p>

## OFFICIAL

	<p>Customer Premises, the Sites, the Supplier System, the Customer System (to the extent that it is under the control of the Supplier) and/or any IT, information or data (including Sensitive Information and the Customer Data) used by the Customer and/or the Supplier in connection with this Call Off Contract; and/or</p> <p>(b) the loss and/or unauthorised disclosure of any information or data (including Sensitive Information as defined by the Government Security Classification Policy and the Data Protection Legislation and the Customer Data), including any copies of such information or data, used by the Customer and/or the Supplier in connection with this Call Off Contract,</p> <p>(c) any event that might compromise the security of onward connections to secure services and/or the Customer's connectivity to such services (e.g. PSN to the extent that it is under the control of the Supplier).</p>
<b>“Breakage Costs”</b>	has the meaning described in Paragraph 6.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing);
<b>“Business as Usual”</b>	means the day to day business of the Customer and/or the operational running of the live Customer Services, as applicable;
<b>“Business Continuity Plan”</b>	means the plan described in Paragraph 4 of Call Off Schedule 10 (Business Continuity and Disaster Recovery) and shall include elements requirement in accordance with Call Off Schedule 2 (Services);
<b>“Business Critical Data”</b>	means data relating to the Business Critical Systems;
<b>“Business Critical Systems”</b>	means those systems described as business critical as set out in Paragraph 2(A) of Category 2 of Part A of Call Off Schedule 2 (Services);
<b>“Business Service Catalogue”</b>	the catalogue organised and administered by the Agency Manager containing products and services made available to the Customer at the fixed prices contained therein;
<b>“Call Off Agreement”</b>	means a legally binding agreement (entered into pursuant to the provisions of the Framework Agreement) for the provision of the Services made between a Contracting Body and the Supplier pursuant to Framework Schedule 5 (Call Off Procedure);
<b>“Call Off Commencement Date”</b>	means the date of commencement of this Call Off Contract set out in Paragraph 1.1 of the Order Form;
<b>“Call Off Contract”</b>	means this contract between the Customer and the Supplier (entered into pursuant to the provisions of the Framework Agreement) consisting of the Order Form and the Call Off Terms;
<b>“Call Off Contract Charges”</b>	means the prices (inclusive of any Milestone Payments and exclusive of any applicable VAT), payable to the Supplier by the Customer under this Call Off Contract and as set out in Call Off Schedule 3 (Call Off Contract

## OFFICIAL

	Charges, Payment and Invoicing) and including charges incurred under Call Off Schedule 14 (Change Control Procedure), for the full and proper performance by the Supplier of its obligations under this Call Off Contract;
<b>“Call Off Contract Period”</b>	means the term of this Call Off Contract from the Call Off Commencement Date until the Call Off Expiry Date;
<b>“Call Off Contract Year” or “Contract Year”</b>	means a consecutive period of twelve (12) Months commencing on the Call Off Commencement Date or each anniversary thereof;
<b>“Call Off Expiry Date”</b>	means: <ul style="list-style-type: none"> <li>• the end date of the Call Off Initial Period or any Call Off Extension Period; or</li> <li>• if this Call Off Contract is terminated before the date specified in (a) above, the earlier date of termination of this Call Off Contract;</li> </ul>
<b>“Call Off Extension Period”</b>	means the extension term of this Call Off Contract from the end date of the Call Off Initial Period to the end date of the extension period stated in the Order Form or a further extension in accordance with Clause 5.2 of the Call Off Terms;
<b>“Call Off Form”</b>	means the form identified as such at the beginning of this Call Off Contract;
<b>“Call Off Guarantee”</b>	means a deed of guarantee that may be required under this Call Off Contract in favour of the Customer in the form set out in Framework Schedule 13 (Guarantee) granted pursuant to Clause 4.3 of the Call Off Terms;
<b>“Call Off Guarantor”</b>	means the person in the event that a Call Off Guarantee is required under this Call Off Contract acceptable to the Customer to give a Call Off Guarantee;
<b>“Call Off Initial Period”</b>	means the initial term of this Call Off Contract from the Call Off Commencement Date to the end date that is twenty four (24) months from the date the Final Operational Services Commencement Date is Achieved;
<b>“Call Off Schedule”</b>	means a schedule to this Call Off Contract;
<b>“Call Off Terms”</b>	means these terms and conditions entered by the Parties (excluding the Order Form) in respect of the provision of the Services, together with the Call Off Schedules hereto;
<b>“Carrenza”</b>	Carrenza Limited (Company number 04189775) whose registered office is at of Commodity Quay, St Katharine Docks, London, E1W 1AZ.
<b>“Catalogue Charges”</b>	means the Charges payable for Implementation Services as set out in Paragraph 2.1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing);
<b>“CEDR”</b>	means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;

## OFFICIAL

<b>“Central Government Body”</b>	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: <ul style="list-style-type: none"> <li>• Government Department;</li> <li>• Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li> <li>• Non-Ministerial Department; or</li> <li>• Executive Agency;</li> </ul>
<b>“Change”</b>	means any change to this Call Off Contract and any change in the way in which the Supplier provides the Services;
<b>“Change Advisory Board” or “CAB”</b>	means the Customer’s change board known as such;
<b>“Change Authorisation Note”</b>	means the document known as such in the Electronic Change System (or which may, for example, be known as a “Change Order” in the Electronic Change System), issued by the Agency Manager from time to time, and incorporated into the Managing CCRs Policy, except where Call Off Schedule 14 (Change Control Procedure) expressly states that a change authorisation note must be signed (Paragraphs 4.1.11 and 5.2) and in which case the document will be in the form set out at Part 3 of Annex 1 of Call Off Schedule 14 (Change Control Procedure);
<b>“Change Control Procedure”</b>	means the procedure for dealing with Changes set out in Call Off Schedule 14 (Change Control Procedure);
<b>“Change Communications”</b>	means any Change Request, Impact Assessment or Change Authorisation Note;
<b>“Change in Law”</b>	means any change in Law which impacts on the supply of the Services and performance of the Call Off Terms which comes into force after the Call Off Commencement Date;
<b>“Change of Control”</b>	means a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
<b>“Change Order”</b>	shall have the same meaning as “Change Authorisation Note”;
<b>“Change Request”</b>	means the document known as such (or similarly named but with the same purpose of use as the Change Request) in the Electronic Change System, issued by the Agency Manager from time to time, and incorporated into the Managing CCRs Policy, except where access to the Electronic Change System is unavailable and in which case the document will be in the form set forth in Part 1 of Annex 1 to Call Off Schedule 14 (Change Control Procedure);
<b>“Charges”</b>	means the Call Off Charges;
<b>“CJIU”</b>	Criminal Justice Integration Unit;
<b>“CJO”</b>	Government participants in Criminal Justice Integration Unit (CJIU);
<b>“CJS”</b>	Criminal Justice System;

**OFFICIAL**

<b>“CJX”</b>	Criminal Justice eXtranet;
<b>“Component”</b>	means any constituent parts of the Services, bespoke or COTS, hardware or software;
<b>“CCR’s”</b>	means change control requests;
<b>“COTS”</b>	means commercially available off the shelf software, being software that is commonly used and is provided in a standard form and on standard licence terms which are not typically negotiated by the licensor;
<b>“Collaboration Agreement”</b>	has the same meaning as “Cooperation Agreement”;
<b>“Cooperation Agreement”</b>	means an agreement between the Customer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Customer’s Services and to ensure that the Customer receives an efficient end-to-end Service; such agreement to be in the form set out in the Call Off Schedule 16 (Cooperation Agreement);
<b>“Cooperation Supplier”</b>	means a Framework Supplier or the Customer contractor, that has entered into a Collaboration Agreement as set out in the Call Off Schedule 16 (Cooperation Agreement);
<b>“Commercially Sensitive Information”</b>	means the Confidential Information expressly identified as commercial sensitive information in Annex 11 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing);_
<b>“Commodity Unit Charges”</b>	means the Call Off Contract Charges payable on a commodity unit basis as set out in Paragraph 3.2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing);
<b>“COMPASS”</b>	means the contract under which IT services are provided to the Customer by CGI, dated 31 December 2001, as amended from time to time;
<b>“Compensation for Critical Service Level Failure”</b>	has the meaning given to it in Clause 14.1.2 (Critical Service Level Failure);
<b>“Confidential Information”</b>	means the Customer’s Confidential Information and/or the Supplier’s Confidential Information, as the context specifies;
<b>“Continuous Improvement Plan”</b>	means a plan for improving the provision of the Services and/or reducing the Call Off Contract Charges produced by the Supplier pursuant to Framework Schedule 12 (Continuous Improvement and Benchmarking);
<b>“Contracting Body”</b>	means the Authority, the Customer and any other bodies listed in paragraph VI.3 of the OJEU Notice;
<b>“Control”</b>	means control as defined in section 1124 and 450 Corporation Tax Act 2010 and “Controls” and “Controlled” shall be interpreted accordingly;
<b>“Conviction”</b>	means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or

## OFFICIAL

	amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006;
<b>“Counter Notice”</b>	has the meaning given to it in Paragraph 6.2 of Call Off Schedule 13 (Dispute Resolution Procedure);
<b>“CPS Direct “</b>	means the Customer's out-of-hours advice and charging service;
<b>“CPS Direct Services”</b>	means: <ul style="list-style-type: none"> <li>a. access to Exchange and email data;</li> <li>b. access to CPS Direct Group and personal data;</li> <li>c. access to Solidus (CPS Direct application)</li> <li>d. access CPS Direct rota spread sheets;</li> <li>e. access to Business Critical Systems;</li> <li>f. access to Non Business Critical systems of High Importance;</li> <li>g. access to Non Business Critical systems of High Importance;</li> </ul>
<b>“Criminal Appeal Act 1995”</b>	means an Act to amend provisions relating to appeals and references to the Court of Appeal in criminal cases; to establish a Criminal Cases Review Commission and confer functions on, and make other provision in relation to, the Commission;
<b>“Criminal Justice Bill 2003”</b>	means an Act to make provision about criminal justice (including the powers and duties of the police) and about dealing with offenders and to amend the law relating to jury service;
<b>“Critical Service Level Failure”</b>	means any instance of critical service level failure specified in Annex 2 to Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
<b>“Critical”</b>	means the severity of threat vulnerabilities categorised as such in accordance with Call Off Schedule 8 (Security);
<b>“Crown”</b>	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>“Crown Body”</b>	means any department, office or executive agency of the Crown;
<b>“CRTPA”</b>	means the Contracts (Rights of Third Parties) Act 1999;
<b>“Customer”</b>	means the party identified as such in the Order Form;
<b>“Customer Accreditation / Assurance Strategy”</b>	means the Customer's strategy to ensure information systems meet documented security requirements and maintain the accredited security posture;
<b>“Customer Archiving Policy”</b>	means the Customer's policy on archiving and data retention;
<b>“Customer</b>	<b>means the Transferring In Assets as set out in Annex 1 of this Call Off</b>



**OFFICIAL**

<b>Assets”</b>	Schedule 9 (Software and Assets) and any hardware, computer and telecoms devices and equipment supplied by or on behalf of the Customer for the provision of the Services;
<b>“Customer Background IPR”</b>	means: <ul style="list-style-type: none"> <li>• IPRs owned by the Customer before the Call Off Commencement Date, including IPRs contained in any of the Customer's Know-How, documentation, processes and procedures;</li> <li>• IPRs created by the Customer independently of this Call Off Contract; and/or</li> <li>• Crown Copyright which is not available to the Supplier otherwise than under this Call Off Contract;</li> </ul> relating to the Services;
<b>“Customer Business Areas”</b>	means, the Customer's business, comprising of thirteen (13) geographical business areas across England and Wales which administer smaller operational units;
<b>“Customer Cause”</b>	any breach by the Customer of any of the Customer Responsibilities (unless caused or contributed to by the Supplier and/or any Sub Contractor, whether under this Call Off Contract or otherwise , or as the result of any act or omission by the Customer to which the Supplier has given its prior consent). Customer Cause shall not include any exercise by the Customer of its rights under this Call Off Contract or the consequences of such action;
<b>“Customer Change Group” or “TCF”</b>	means the Technology Change Forum (TCF) or replacement Customer change group, as such replacement group is notified in writing to the Supplier from time to time;
<b>“Customer's Confidential Information”</b>	means: <ul style="list-style-type: none"> <li>• all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Customer (including all Customer Background IPR and Project Specific IPR);</li> <li>• any other information clearly designated as being confidential (whether or not it is marked “confidential”) or which ought reasonably be considered confidential which comes (or has come) to the Customer's attention or into the Customer's possession in connection with this Call Off Contract; and</li> <li>• information derived from any of the above;</li> </ul>
<b>“Customer Data”</b>	means: <ul style="list-style-type: none"> <li>• the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any Customer's Confidential Information, and which:</li> <li>• are supplied to the Supplier by or on behalf of the Customer; or</li> <li>• the Supplier is required to generate, process, store or transmit</li> </ul>

## OFFICIAL

	<p>pursuant to this Call Off Contract; or</p> <ul style="list-style-type: none"> <li>any Personal Data for which the Customer is the Data Controller;</li> </ul>
<b>“Customer Expenses Policy”</b>	means the Customer’s expense policy, as amended from time to time, which may be made available on the website of the Customer;
<b>“Customer ICT Environment”</b>	means the Customer’s diverse set of technological tools and resources used to communicate, and to create, disseminate, store, and manage information;
<b>“Customer Information Assurance Lead”</b>	means the Customer’s lead individual responsible for information assurance;
<b>“Customer Performance Monitors”</b>	in the context used within Call Off Schedule 2 (Services), it means performance monitoring mechanisms built into the CMS system to monitor performance against key CMS metrics;
<b>“Customer Personnel”</b>	means all directors, officers, employees, agents, consultants and contractors of the Customer;
<b>“Customer Premises”</b>	means premises owned, controlled or occupied by the Customer which are made available for use by the Supplier or its Sub-Contractors for provision of the Services (or any of them) on the terms set out in this Call Off Contract or any separate agreement or licence;
<b>“Customer Property”</b>	means the property, other than real property and IPR, including the Customer System issued or made available to the Supplier by the Customer in connection with this Call Off Contract;
<b>“Customer Public Key Infrastructure”</b>	means a set of roles, policies, and procedures needed to create, manage, distribute, use, store, and revoke digital certificates and manage public-key encryption;
<b>“Customer Records Management Unit”</b>	means the Customer’s team responsible for managing records;
<b>“Customer Recovery Time Objectives (RTOs) ”</b>	means the recovery time objective (RTO) is the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity;
<b>“Customer Representative”</b>	means the representative appointed by the Customer from time to time in relation to this Call Off Contract;
<b>“Customer Responsibilities”</b>	means the responsibilities of the Customer set out in the Part C of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel), Implementation Plan, Order Form or as agreed in accordance with Call Off Schedule 14 (Change Control Procedure);
<b>“Customer Software”</b>	means the Transferring In Software as set out in Annex 4 of Call Off Schedule 9 (Software and Assets) together with all other software which is not identified as such in Call Off Schedule 9 (Software and Assets) but which is owned by or licensed to the Customer and which is or will be used by the Supplier for the purposes of providing the Services;

## OFFICIAL

<b>“Customer System”</b>	means the Customer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Customer or the Supplier in connection with this Call Off Contract which is owned by or licensed to the Customer by a third party and which interfaces with the Supplier System or which is necessary for the Customer to receive the Services;
<b>“Data Controller”</b>	has the meaning given to it in the Data Protection Legislation;
<b>“Data Processor”</b>	has the meaning given to it in the Data Protection Legislation;
<b>“Data Protection Legislation”</b>	means (i) the Data Protection Act 1998 (for so long as it remains applicable under UK law), (ii) once the General Data Protection Regulation ((EU) 2016/679) (“ <b>GDPR</b> ”) and the Law Enforcement Directive ( <i>Directive (EU) 2016/680</i> ) (“ <b>LED</b> ”) become directly applicable in the UK, the GDPR, the LED, and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and any other relevant UK legislation and other Applicable Law relating to processing of personal data and privacy; (iii) insofar as such legislation has not been repealed or superseded by implementing legislation in the UK, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (“ <b>PECR</b> ”) and all applicable laws and regulations about the processing of personal data and privacy, including if applicable legally binding guidance and codes of practice issued by the Information Commissioner; and (iv) any successor legislation to the GDPR, the LED or the PECR.
<b>“Data Protection Impact Assessment”</b>	means the specific requirement for an impact assessment for Data Protection activities under Annex 2 to Call Off Schedule 15 (Data Protection);
<b>“Data Protection Officer”</b>	has the meaning given to it in the Data Protection Legislation;
<b>“Data Subject”</b>	has the meaning given to it in the Data Protection Legislation;
<b>“Data Subject Access Request”</b>	means a request made by a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access his or her Personal Data;
<b>“Day Rates”</b>	means the day rates set out in Annex 6 (Rate Card) of Call Off Schedule 3 (Call Off Contract, Payment and Invoicing);
<b>“DDM”</b>	has the same meaning as Documentary Deliverables Matrix as set out in Annex 1 to Part B of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel);
<b>“Decommissioning Requirements”</b>	means the Customer's decommissioning service requirements relating to the planned shut-down or removal of a service as set out in the Application Decommissioning Requirements of Call Off Schedule 2

## OFFICIAL

	(Services);
<b>“Deductions”</b>	means all Service Credits, Delay Payments or any other deduction which the Customer is paid or is payable under this Call Off Contract;
<b>“Default”</b>	means any breach of the obligations of the Supplier (including but not limited to including abandonment of this Call Off Contract in breach of its terms) or any other default (including material Default), act, omission, negligence or statement of the Supplier, of its Sub-Contractors or any Supplier Personnel howsoever arising in connection with or in relation to the subject-matter of this Call Off Contract and in respect of which the Supplier is liable to the Customer;
<b>“Defect”</b>	means any of the following: <ul style="list-style-type: none"> <li>a. any error, damage or defect in the manufacturing of a Deliverable; or</li> <li>b. any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or</li> <li>c. any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Customer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or</li> <li>d. any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Customer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract;</li> </ul>
<b>“Delay Payments”</b>	means the amounts payable by the Supplier to the Customer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
<b>“Delay Period Limit”</b>	means fifteen (15) weeks from the Milestone Dates applicable to the Milestones identified in Paragraph 10.4 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoices);
<b>“Delay”</b>	means: <ul style="list-style-type: none"> <li>• a delay in the Achievement of a Milestone by its Milestone Date; or</li> <li>• a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;</li> </ul>
<b>“Deliverable”</b>	means an item, feature or service associated with the provision of the Services or a change in the provision of the Services which is required to be delivered by the Supplier at a Milestone Date or at any other stage during the performance of this Call Off Contract;
<b>“Delivery”</b>	means, in respect of the Services, the time at which the Services have been provided or performed by the Supplier as confirmed by the issue by the Customer of a Satisfaction Certificate in respect of the relevant

**OFFICIAL**

	Milestone thereof (if any) or otherwise in accordance with this Call Off Contract and accepted by the Customer and <b>“Deliver”</b> and <b>“Delivered”</b> shall be construed accordingly;
<b>“Dependency (*ies)”</b>	an action on the part of the Customer (or a third party supplier of the Customer but not a third party supplier of the Supplier) that is identified in Annex 8 (Risks / Dependencies) of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) and which prevents a Milestone or Service being completed by the Supplier;
<b>“Detailed Implementation Plan”</b>	means the Supplier’s plans for Implementation of the Services from the Former Supplier to the Supplier pursuant to the Detailed Implementation Plan;
<b>“Directions for Unit”</b>	means a screen within the Case Progression Functionality (CE) of CMS that holds details of an instruction given by the court in respect of the conduct of a case by an Operational Unit;
<b>“Disaster Recovery Plan”</b>	means the plan described in Paragraph 1.2.3 and Part C of Call Off Schedule 10 (Business Continuity and Disaster Recovery);
<b>“Disaster Recovery Services”</b>	means the services embodied in the processes and procedures for restoring the provision of Services following the occurrence of a Disaster, as detailed further in Call Off Schedule 10 (Business Continuity and Disaster Recovery);
<b>“Disaster Recovery System”</b>	means the Supplier’s system for restoring the provision of Services following the occurrence of a Disaster for Disaster as detailed further in Call Off Schedule 10 (Business Continuity and Disaster Recovery);
<b>“Disaster”</b>	means the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable for the period specified in the Order Form or elsewhere in the Call Off Contract);
<b>“Disclosing Party”</b>	has the meaning given to it in Clause 35.4.1 (Confidentiality);
<b>“Dispute Notice”</b>	means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
<b>“Dispute Resolution Procedure”</b>	means the dispute resolution procedure set out in Call Off Schedule 13 (Dispute Resolution Procedure);
<b>“Dispute”</b>	means any dispute, difference or question of interpretation arising out of or in connection with this Call Off Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Call Off Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
<b>“Document Approval Procedure”</b>	means the approval procedure to be adopted for the Documentary Deliverables in accordance with Annex 5 of Call Off Schedule 4.1 (Implementation Plan);
<b>“Documentary Deliverable”</b>	means the Implementation Deliverables to be delivered in document form;
<b>“Documentary</b>	means the list of documents that will be produced during the

## OFFICIAL

<b>Deliverables Matrix (DDM)”</b>	Implementation Period (also known as the product register) to be delivered by the Supplier to the Customer under Call Off Schedule 4 (Implementation Plan) and further details of which are set out in the applicable Product Description as set out in Annex 1 to Part B of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel);
<b>“Documentation”</b>	means all documentation as: <ul style="list-style-type: none"> <li>• is required to be supplied by the Supplier to the Customer under this Call Off Contract;</li> <li>• would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Customer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Services;</li> <li>• is required by the Supplier in order to provide the Services; and/or</li> <li>• has been or shall be generated for the purpose of providing the Services;</li> </ul>
<b>“DOTAS”</b>	means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
<b>“DPA”</b>	means the Data Protection Act 1998;
<b>“Due Diligence Information”</b>	means any information supplied to the Supplier by or on behalf of the Customer in the Virtual Data Room.
<b>“Elapsed Hours”</b>	means 24 hours 7 days a week inclusive;
<b>“Electronic Change System”</b>	means the electronic change management system of the Agency Manager;
<b>“EIRs”</b>	has the same meaning as Environmental Information Regulations below;
<b>“Eligible Employee”</b>	has the meaning set out in Call Off Schedule 12 (Staff Transfer);
<b>“Emergency Maintenance”</b>	means ad hoc and unplanned maintenance provided by the Supplier where: <ul style="list-style-type: none"> <li>• the Customer reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault, and notifies the Supplier of the same; or</li> <li>• the Supplier reasonably suspects that the ICT Environment or the Services, or any part the ICT Environment or the Services, has or may have developed a fault;</li> </ul>

## OFFICIAL

<b>“Employee Liabilities”</b>	<p>means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following:</p> <ul style="list-style-type: none"> <li>• redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</li> <li>• unfair, wrongful or constructive dismissal compensation;</li> <li>• compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;</li> <li>• compensation for less favourable treatment of part-time workers or fixed term employees;</li> <li>• outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Customer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-Contractor if such payment should have been made prior to the Service Transfer Date;</li> <li>• claims whether in tort, contract or statute or otherwise;</li> <li>• any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;</li> </ul>
<b>“Employment Regulations”</b>	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive;
<b>“Environmental Information Regulations” or “EIRs”</b>	means to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Customer;
<b>“Environmental Policy”</b>	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
<b>“Estimated Replacement Costs”</b>	means the estimated costs of replacing any of the Transferring In Assets pursuant to Paragraph 8 of Call Off Schedule 3 (Call Off Contract Charges, Invoicing and Payment);
<b>“EUC”</b>	means end user computing;
<b>“EUD”</b>	means end user devices;

**OFFICIAL**

<b>“Euro Compliant”</b>	<p>means that: (i) the introduction of the euro within any part(s) of the UK shall not affect the performance or functionality of any relevant items nor cause such items to malfunction, end abruptly, provide invalid results or adversely affect the Customer’s business; (ii) all currency-reliant and currency-related functions (including all calculations concerning financial data) of any relevant items enable the introduction and operation of the euro; and (iii) in particular each and every relevant item shall, to the extent it performs or relies upon currency-related functions (including all calculations concerning financial data):</p> <ul style="list-style-type: none"> <li>• be able to perform all such functions in any number of currencies and/or in Euros;</li> <li>• during any Implementation phase applicable to the relevant part(s) of the UK, be able to deal with multiple currencies and, in relation to the euro and the national currency of the relevant part(s) of the UK, dual denominations;</li> <li>• recognise accept, display and print all the euro currency symbols and alphanumeric codes which may be adopted by any government and other European Union body in relation to the euro;</li> <li>• incorporate protocols for dealing with rounding and currency conversion;</li> <li>• recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the national currency of the relevant part(s) of the UK and/or the euro; and</li> <li>• permit the input of data in euro and display an outcome in euro where such data, supporting the Customer’s normal business practices, operates in euro and/or the national currency of the relevant part(s) of the UK;</li> </ul>
<b>“Exit Assistance”</b>	means the activities to be performed by the Supplier pursuant to the Exit Plan, and any other assistance required by the Customer pursuant to the Exit Assistance Notice;
<b>“Exit Assistance Charges”</b>	means the Charges payable for Exit Assistance pursuant to Paragraph 6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing);
<b>“Exit Assistance Notice”</b>	has the meaning given to it in Paragraph 6.1 of Call Off Schedule 11 (Exit Management);
<b>“Exit Assistance Period”</b>	means in relation to an Exit Assistance Notice, the period specified in the Exit Assistance Notice for which the Supplier is required to provide the Exit Assistance as such period may be extended pursuant to Paragraph 6.2 of this Call Off Schedule (Exit Management);
<b>“Exit Information”</b>	has the meaning given to it in Paragraph 4.1 of Call Off Schedule 11 (Exit Management);
<b>“Exit Plan”</b>	means the exit plan to be developed by the Supplier pursuant to Call Off Schedule 11 (Exit Management)



## OFFICIAL

<b>“Exit Manager”</b>	means the person appointed by each Party pursuant to Paragraph 3.4 of Call Off Schedule 11 (Exit Management) for managing the Parties' respective obligations under Call Off Schedule 11 (Exit Management);
<b>“Expert”</b>	an independent expert to be appointed by the Parties in accordance with Paragraph 5.2 of Call Off Schedule 13 (Dispute Resolution Procedure);
<b>“Expert Determination”</b>	means the expert determination procedure prescribed in Paragraph 5 of Call Off Schedule 13 (Dispute Resolution);
<b>“Expedited Dispute Timetable”</b>	means the timetable set out in Paragraph 2.6 of Call Off Schedule 13 (Dispute Resolution Procedure);
<b>“Fair Deal”</b>	has the meaning set out in the definition of “New Fair Deal” in Schedule 12 (Staff Transfer);
<b>“Fast-track Change”</b>	means any Change which the Parties agree to expedite in accordance with Paragraph 6 of Call Off Schedule 14 (Change Control Procedure);
<b>“Final Operational Service Commencement Date” or “Final OSCD” or “FOSCD”</b>	means the date when the last Milestone in the Implementation Plan must be Achieved;
<b>“Finance Report”</b>	means a monthly report that records financial management information as agreed with the Customer and set out within Call Off Schedule 3 (Contract Charges, Payment and Invoicing) and other reporting lines as defined under Call Off Schedule 2 (Services) and agreed with the Customer;
<b>“First Operational Services Commencement Date (“First OSCD”)</b>	means the date when the first Milestone in the Implementation Plan is Achieved;
<b>“Fixed Service Charges”</b>	means the fixed service charges set out in Annex 2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing);
<b>“FOIA”</b>	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
<b>“Force Majeure”</b>	means any event, occurrence, circumstance, matter or cause affecting the performance by either the Customer or the Supplier of its obligations arising from: <ul style="list-style-type: none"> <li>• acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under this Call Off Contract;</li> <li>• riots, civil commotion, war or armed conflict, acts of terrorism,</li> </ul>

**OFFICIAL**

	<p>nuclear, biological or chemical warfare;</p> <ul style="list-style-type: none"> <li>• acts of the Crown, local government or Regulatory Bodies;</li> <li>• fire, flood or any disaster; and</li> <li>• an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: <ul style="list-style-type: none"> <li>○ any industrial dispute relating to the Supplier, the Supplier Personnel (including any subsets of them) or any other failure in the Supplier or the Sub-Contractor's supply chain; and</li> <li>○ any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</li> <li>○ any failure of delay caused by a lack of funds;</li> </ul> </li> </ul>
<b>“Force Majeure Event”</b>	means an event of Force Majeure.
<b>“Force Majeure Notice”</b>	means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
<b>“Former Supplier”</b>	means a supplier supplying the Services to the Customer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);
<b>“Framework Agreement”</b>	means the framework agreement between the Authority and the Supplier referred to in the Order Form;
<b>“Framework Commencement Date”</b>	means the date of commencement of the Framework Agreement;
<b>“Framework Schedule”</b>	means a schedule to the Framework Agreement;
<b>“Fraud”</b>	means any offence under any Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts including acts of forgery;
<b>“Further Competition Procedure”</b>	means the award procedure described in Paragraph 2 of Framework Schedule 5 (Call Off Procedure);
<b>“General Anti-Abuse Rule”</b>	means (a) the legislation in Part 5 of the Finance Act 2013 and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
<b>“General Change in Law”</b>	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or

## OFFICIAL

	which affects or relates to a Comparable Supply;
<b>“General Data Protection Regulation” or “GDPR”</b>	means the General Data Protection Regulation ((EU) 2016/679);
<b>“General Principles”</b>	such general principles as are set out in any Call Off Schedule and described as such;
<b>“Good Industry Practice”</b>	means standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
<b>“Goods”</b>	means the goods to be supplied to the Customer under this Call Off Contract as set out in the Order Form;
<b>“Government”</b>	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>“Halifax Abuse Principle”</b>	means the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>“HMCTS Court Store ”</b>	has the meaning described in document referenced as “HMCTS Court Store ICD113.doc”;
<b>“HMRC”</b>	means Her Majesty’s Revenue and Customs;
<b>“Holding Company”</b>	has the meaning given to it in section 1159 of the Companies Act 2006;
<b>“ICT Environment”</b>	means the Customer System and the Supplier System;
<b>“ICT Policy”</b>	means the Customer's ICT policy in force as at the Call Off Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Change Control Procedure;
<b>“ICT Services”</b>	means information and communication and technology services;
<b>“Impact Assessment”</b>	means an impact assessment in the form set out at Part 2 of Annex 1 to Call Off Schedule 14 (Change Control Procedure) or, if access to the Electronic Change System is available to the Supplier, in the form set out in the Electronic Change System, as applicable;
<b>“Implementation”</b>	means the process of transferring the delivery of the Service from the Former Supplier(s) to the Supplier;
<b>“Implementation and Operational Risks Register”</b>	means the operational risk register that may be discussed in the governance meetings;
<b>“Implementation Deliverables”</b>	all Project Deliverables documented by the Supplier in any plan, PID or Test Success Criteria including all Documentary Deliverables detailed in

## OFFICIAL

	the DDM;
<b>“Implementation Governance”</b>	means the governance process for Implementation as set out in Part D of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel);
<b>“Implementation Governance Board”</b>	means the Implementation governance board operated in accordance with the principles, processes and procedures set out in Part D of Call Off Schedule 4 (Implementation);
<b>“Implementation Period”</b>	the period commencing from the Call Off Commencement Date to the Final Operational Services Commencement Date;
<b>“Implementation Plan”</b>	means the Supplier’s plans for Implementation of the Services from the Former Supplier to the Supplier pursuant to the Outline Implementation Plan or the Detailed Implementation Plan, as applicable;
<b>“Implementation Readiness Reviews”</b>	means the implementation service readiness reviews to be agreed between the parties pursuant to Paragraph 14.1 of Part B of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel);
<b>“Implementation Service Charges”</b>	means the Charges payable for Implementation Services as set out in Paragraph 3.1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing);
<b>“Implementation Service Readiness Approach”</b>	means the implementation service readiness approach to be agreed between the parties pursuant to Paragraph 14.1 of Part B of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel);
<b>“Implementation Log”</b>	means a log of all operational key risks that the Supplier has identified during Implementation;
<b>“Implementation Workstream”</b>	means a project workstream that is tasked with the Implementation of any part of the Services;
<b>“Implemented Service”</b>	means the period when the relevant implemented Services have been accepted into services in accordance with Schedule (Testing);;
<b>“Important”</b>	means the severity of threat vulnerabilities categorised as such in accordance with Call Off Schedule 8 (Security);
<b>“Incident”</b>	has the meaning ascribed to it in ITIL;
<b>“Incident Resolution Times”</b>	means the resolution times as are set out in Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
<b>“Information”</b>	has the meaning given to it under section 84 of the Freedom of Information Act 2000;
<b>“Insolvency Event”</b>	<p>means, in respect of the Supplier or Call Off Guarantor (as applicable):</p> <ul style="list-style-type: none"> <li>• a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</li> <li>• a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a</li> </ul>

**OFFICIAL**

	<p>bona fide reconstruction or amalgamation); or</p> <ul style="list-style-type: none"> <li>• a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</li> <li>• a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</li> <li>• an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</li> <li>• it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</li> <li>• being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</li> <li>• where the Supplier or Framework Guarantor or Call Off Guarantor is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</li> <li>• any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</li> </ul>
<b>"Intellectual Property Rights" or "IPR"</b>	<p>means:</p> <ul style="list-style-type: none"> <li>• copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, designs, Know-How, trade secrets and other rights in Confidential Information;</li> <li>• 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</li> <li>• all other rights having equivalent or similar effect in any country or jurisdiction;</li> </ul>
<b>"Incident Severity Levels"</b>	shall be as set out in Paragraph 1 to Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits And Performance Monitoring);
<b>"IPR Claim"</b>	means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Customer in the fulfilment of its obligations under this Call Off Contract;
<b>"ISMS"</b>	the Information Security Management System and processes developed by the Supplier in accordance with Paragraph 3 of Call Off Schedule 8

**OFFICIAL**

	(Security) and as updated from time to time in accordance with Call Off Schedule 8 (Security). The scope of the ISMS will be as agreed by the Parties and will directly reflect the scope of Services delivered:
<b>“ISO”</b>	means International Standards Organisation;
<b>“ITIL”</b>	means the ITIL Guidelines;
<b>“ITIL Guidelines”</b>	means the Office of Government Commerce’s IT Infrastructure Library version 3 or above;
<b>“Key Performance Indicators” or “KPIs”</b>	means the performance measurements and targets in respect of the Supplier’s performance of the Framework Agreement set out in Part B of Framework Schedule 2 (Services and Key Performance Indicators);
<b>“Key Personnel”</b>	means the individuals (if any) identified as such in Part of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel);
<b>“Key Role(s)”</b>	has the meaning given to it in Clause 26.1 (Key Personnel);
<b>“Key Sub-Contract”</b>	means each Sub-Contract with a Key Sub-Contractor;
<b>“Key Sub-Contractor”</b>	means any Sub-Contractor: <ul style="list-style-type: none"> <li>• listed in Framework Schedule 7 (Key Sub-Contractors);</li> <li>• identified in Annex 8 of Schedule 9 (Software and Assets);</li> <li>• which, in the opinion of the Authority and the Customer, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or</li> <li>• with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Call Off Contract Charges forecast to be payable under this Call Off Contract;</li> </ul>
<b>“Know-How”</b>	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the other Party’s possession before the Call Off Commencement Date;
<b>“Law”</b>	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
<b>“LCIA”</b>	means the London Court of International Arbitration;
<b>“Licensed Software”</b>	means all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Customer for the purposes of or pursuant to this Call Off Contract, including any Supplier Software, Third Party Software and/or any Specially Written Software;
<b>“Live Test”</b>	means the test environment for the live testing of the relevant Services

## OFFICIAL

<b>Environment”</b>	and or relevant Deliverables;
<b>“Losses”</b>	means all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and “ <b>Loss</b> ” shall be interpreted accordingly;
<b>Maintenance Schedule”</b>	has the meaning given to it in Clause 32.1 (Maintenance of the ICT Environment);
<b>“Malicious Software”</b>	means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
<b>“Managing CCR Policy”</b>	means the then-current version of the Managing CCRs Policy document, as this may be amended or supplemented from time to time in accordance with Paragraph 1.2 of Call Off Schedule 14 (Change Control Procedure), including any new version or replacement policy implemented by the Customer from time to time;
<b>“Material Test Issue”</b>	means a Test Issue of Severity Level 1 or Severity Level 2;
<b>“Maximum Incident Times”</b>	shall be as set out in Paragraph 2 to Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits And Performance Monitoring);
<b>“Mediator”</b>	the independent third party appointed in accordance with Paragraph 4.2 of Call Off Schedule 13 (Dispute Resolution Procedure);
<b>“Mediation Notice”</b>	has the meaning given to it in Paragraph 3.2 of Call Off Schedule 13 (Dispute Resolution Procedure);
<b>“Milestone”</b>	means an event or task (including phased roll-outs and ready for service dates in relation to a Supplier System or Service) described in the Implementation Plan or as agreed by the Parties in accordance with the Change Control Procedure which, if applicable, must be completed by the relevant Milestone Date, including Deliverables, a Key Milestone and a milestone in respect of Authority to Proceed any CPP;
<b>“Milestone Achievement Certificate”</b>	has the same meaning as “Satisfaction Certificate”;
<b>“Milestone Date”</b>	means the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
<b>“Milestone Payment”</b>	means a total payment (including the retention) identified in the Implementation Service Charges to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone;
<b>“Ministry of Justice (MoJ) ”</b>	means the department of the UK government responsible (in England and Wales) for:

## OFFICIAL

	<ul style="list-style-type: none"> <li>• courts</li> <li>• prisons</li> <li>• probation services</li> <li>• attendance centres</li> </ul> <p>They also work in partnership with the other government departments and agencies to reform the criminal justice system, to serve the public and support the victims of crime. They are also responsible for making new laws, strengthening democracy, and safeguarding human rights;</p>
<b>“Month”</b>	means a calendar month and <b>“Monthly”</b> shall be interpreted accordingly;
<b>“Month Period”</b>	means a period of one Month;
<b>“Net Book Value”</b>	means the net book value of the relevant Supplier Asset(s) calculated in accordance with the depreciation policy of the Supplier;
<b>“New Release”</b>	means an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
<b>“Non Business Critical Systems of High Importance”</b>	means those systems described as non business critical of high importance as set out in Call Off Schedule 2 (Services), Category 2 (B);
<b>“Non Business Critical Systems of Medium Importance”</b>	means those systems described as non business critical of medium importance as set out in Call Off Schedule 2 (Services), Category 2 (C);
<b>“Non Exclusive Assets”</b>	means those Supplier Assets (if any) which are used by the Supplier or a Key Sub-Contractor in connection with the Services but which are also used by the Supplier or Key Sub-Contractor for other purposes;
<b>“Non Functional Test”</b>	means the tests carried out in accordance with Annex 4 of Call Off Schedule 5 (Testing);
<b>“Non Impacting Service Levels”</b>	means Service Levels that are not Service Impacting Service Levels;
<b>“NWNJ”</b>	means “No Witness, No Justice. National CPS / Police Project” to place victims and witnesses at the heart of the CJS and provide them with an enhanced service; WCUs are the main result;
<b>“Object Code”</b>	means the binary programming language capable of being understood by a computer;
<b>“Occasion of Tax Non Compliance”</b>	<p>means:</p> <ul style="list-style-type: none"> <li>• any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</li> </ul>



**OFFICIAL**

	<ul style="list-style-type: none"> <li>○ a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</li> <li>○ the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under DOTAS or any equivalent or similar regime in any jurisdiction; and/or</li> <li>○ any tax return of the Supplier's submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Call Off Commencement Date or to a civil penalty for fraud or evasion;</li> </ul>
<b>“Official“</b>	means most public-sector data, including a wide range of information on day-to-day government business. It is not subject to any special risks. Personal data would usually be OFFICIAL. The data should be protected by controls based on commercial best practice instead of expensive, difficult specialist technology and bureaucracy. There is no requirement to mark every document as "OFFICIAL" - it is understood that this is the default for government documents;
<b>“OFFICIAL-SENSITIVE”</b>	OFFICIAL-SENSITIVE is an additional caveat for OFFICIAL data where it is particularly important to enforce need to know rules. OFFICIAL-SENSITIVE documents should be marked, but they are not necessarily tracked;
<b>“Open Book Data”</b>	<p>means complete and accurate financial and non-financial information which is sufficient to enable the Customer to verify the Call Off Contract Charges already paid or payable and Call Off Contract Charges forecast to be paid during the remainder of this Call Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> <li>• the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware and software;</li> <li>• operating expenditure relating to the provision of the Services including an analysis showing: <ul style="list-style-type: none"> <li>○ the unit costs and any other consumables and bought-in services;</li> <li>○ manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of agreed rates against each manpower grade;</li> <li>○ a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier's Profit Margin;</li> </ul> </li> <li>• Overheads; <ul style="list-style-type: none"> <li>○ all interest, expenses and any other third party financing costs</li> </ul> </li> </ul>

## OFFICIAL

	<p>incurred in relation to the provision of the Services;</p> <ul style="list-style-type: none"> <li>○ the Supplier Profit achieved over the Call Off Contract Period and on an annual basis;</li> <li>○ confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</li> <li>○ an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency; and</li> <li>○ the actual Costs profile for each Service Period;</li> </ul>
<b>“Open Source Software”</b>	means computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
<b>“Operating Environment”</b>	means the Customer System and the Sites;
<b>“Operational Assurance Level”</b>	means the level of governance described in Paragraph 5 of Call Off Schedule 17 (Governance)”
<b>“Operational Days”</b>	means Mon – Fri: 07:00 to 19:00 Sat: 07:00 to 17:00 including public holidays;
<b>“Operational Hours”</b>	means one or more hours in one or more Operational Days;
<b>“Operational Level”</b>	means the level of governance described in Paragraph 3 of Call Off Schedule 17 (Governance);
<b>“Operational Management Level”</b>	means the level of governance described in Paragraph 4 of Call Off Schedule 17 (Governance);
<b>“Operational Services”</b>	means operational services involving operational running and maintaining functions or facilities of the Services following the Achievement of the relevant Operational Services Commencement Date and <b>“Operational Service”</b> shall be construed accordingly;
<b>“Operational Services Commencement Date” or (“OSCD”)</b>	means the target date set out against the relevant Operational Services in the Implementation Plan by which such Operational Services must Achieve their corresponding Milestone Date;
<b>“Operational Units”</b>	means, the Customer’s business, comprising of thirteen (13) geographical areas across England and Wales, and CPS Direct which provides a twenty four (24) hour service of advice on prosecution charges to the police and other investigators. There are also three (3) central casework divisions that handle the most serious, complex or sensitive prosecutions covering specialist fraud, special crime and counter

## OFFICIAL

	terrorism and organised crime. Finally, the Customer has headquarters, corporate service and operations management business functions;
<b>“Order”</b>	means the order for the provision of the Services placed by the Customer with the Supplier in accordance with the Framework Agreement and under the terms of this Call Off Contract;
<b>“Order Form”</b>	means the form, as completed and forming part of this Call Off Contract, which contains details of an Order, together with other information in relation to such Order, including without limitation the description of the Services to be supplied;
<b>“Organisational Readiness”</b>	means the state or readiness for a particular event;
<b>“Original Termination Date”</b>	has the meaning given to it in Paragraph 6.3.1 of Call Off Schedule 11 (Exit Management);
<b>“Other Supplier”</b>	means any supplier to the Customer (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware. For the avoidance of doubt, unless otherwise stated in this Call Off Contract, references to “Other Supplier” in the Call Off Contract shall include Replacement Suppliers, Former Suppliers and Related Suppliers irrespective of whether the Customer has provided a notification to the Supplier;
<b>“Other”</b>	means the severity of threat vulnerabilities categorised as such in accordance with Call Off Schedule 8 (Security);
<b>“Outline Implementation Plan”</b>	means the plan labelled as such and substantially in the form specified in Annex 1 of Part A of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel);
<b>“Overhead”</b>	means those amounts which are intended to recover a proportion of the Supplier’s or the Key Sub-Contractor’s (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and accordingly included within limb (a) of the definition of “Costs”;
<b>“Parent Company”</b>	means any company which is the ultimate Holding Company of the Supplier and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged by the same or similar business to the Supplier. The term “Holding or Parent Company” shall have the meaning ascribed by the Companies Act 2006 or any statutory re-enactment or amendment thereto;
<b>“Partial Termination”</b>	means the partial termination of this Call Off Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 45 (Partial termination, Suspension and Partial Suspension);
<b>“Party”</b>	means the Customer or the Supplier and <b>“Parties”</b> shall mean both of them;
<b>“Payment Milestones”</b>	means the relevant Milestones against which the Parties have agree a payment will be payable by the Customer and set out in the Implementation Plan, the relevant Change Control Procedure or

## OFFICIAL

	expressly set out in this Call Off Contract, as applicable;
<b>“Performance Monitoring Reports”</b>	has the meaning given to it in Paragraph 3.1 of Part B of Call Off Schedule 6 (Service Level, Service Credit and Performance Monitoring);
<b>“Performance Monitoring System”</b>	has the meaning given to it in Paragraph 1.1.2 in Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
<b>“Performance Review Meetings”</b>	has the meaning set out in Paragraph 3.2 of Part B of Call Off Schedule 6 (Service Levels, Service Credits And Performance Monitoring);
<b>“Permitted Maintenance”</b>	has the meaning given to it in Clause 33.3 (Maintenance of the ICT Environment);
<b>“Personal Data”</b>	has the meaning set out in the Data Protection Legislation and relates only to personal data, or any part of such personal data, in respect of which the Customer is the Data Controller as detailed in Schedule Annex 1 of Schedule 15 (Data Protection) and in relation to which the Supplier is providing services under the Call Off Contract;
<b>“PID”</b>	has the same meaning as “Project Initiation Document”;
<b>“Planned Service Outage”</b>	means a period of time that a system fails to provide or perform its primary function as a result of a planned event;
<b>“PPPs”</b>	means the relevant policies, processes and procedures put in place in connection with the provision of the Services under the Call Off Contract;
<b>“Processing”</b>	has the meaning given to it in the Data Protection Legislation but, for the purposes of this Call Off Contract, it shall include both manual and automatic processing and <b>“Process”</b> and <b>“Processed”</b> shall be interpreted accordingly;
<b>“Product Descriptions”</b>	means the product descriptions for the Implementation Deliverables as set out in Part B to Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel);
<b>“Production Environment”</b>	means the real-time IT environment where software and other products are put into operation for their intended uses by Users to deliver the Customer’s day-to-day operations.;
<b>“Programme Board”</b>	means the programme board described as such in Call Off Schedule 17 (Governance);
<b>“Prohibited Act”</b>	<p>means any of the following:</p> <ul style="list-style-type: none"> <li>• to directly or indirectly offer, promise or give any person working for or engaged by the Customer and/or the Authority or other Contracting Body or any other public body a financial or other advantage to: <ul style="list-style-type: none"> <li>○ induce that person to perform improperly a relevant function or activity; or</li> <li>○ reward that person for improper performance of a relevant function or activity;</li> </ul> </li> <li>• to directly or indirectly request, agree to receive or accept any</li> </ul>

## OFFICIAL

	<p>financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;</p> <ul style="list-style-type: none"> <li>committing any offence: <ul style="list-style-type: none"> <li>under the Bribery Act 2010 (or any legislation repealed or revoked by such Act)</li> <li>under legislation or common law concerning fraudulent acts; or</li> <li>defrauding, attempting to defraud or conspiring to defraud the Customer; or</li> <li>any activity, practice or conduct which would constitute one of the offences listed under the three previous sub-bullets above if such activity, practice or conduct had been carried out in the UK;</li> </ul> </li> </ul>
<b>“Project”</b>	means the project that relates to the development and provision of the Services and/or Deliverables in accordance with the terms of the Call Off Contract and/or the relevant Change Control Procedure;
<b>“Project Board”</b>	means the governance board that oversees and approves each deliverable stage of a project and resolves issues that may occur during the project lifecycle as described as such in Call Off Schedule 17 (Governance);
<b>“Project Initiation Document” or “PID”</b>	means the project initiation document to be developed and maintained by the Supplier pursuant to Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel) and the relevant Product Description;
<b>“Project Milestones”</b>	means the project deliverable stages set out in a Project Plan;
<b>“Project Plans”</b>	means the plans agreed by the Customer and the Supplier for projects that are to be implemented by the Supplier pursuant to this Call Off Contract;
<b>“Project Specific IPR”</b>	<p>means:</p> <ul style="list-style-type: none"> <li>Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call Off Contract and updates and amendments of these items including (but not limited to) database schema; and/or</li> <li>IPR in or arising as a result of the performance of the Supplier's obligations under this Call Off Contract and all updates and amendments to the same;</li> </ul> <p>but shall not include the Supplier Background IPR or the Specially Written Software;</p>
<b>“Protected Internet”</b>	means internet access provided over the network which is protected and filtered by the Customer's internet access controls;
<b>“Quality Criteria”</b>	the quality criteria to be applied to each Implementation Deliverable as set out in the PID;
<b>“Quality Plans”</b>	shall have the meaning given in Clause 11.2 (Standards and Quality) of

**OFFICIAL**

	the Call Off Terms and as identified in Paragraph 2.6 of the Order Form;
<b>“RAG”</b>	means the project status being red, amber or green commonly referred to as “RAG” status;
<b>“Rate Card”</b>	means the Day Rate rate card set out in Annex 6 of Call Off Schedule 3 (Call Off Contract, Payment and Invoicing);
<b>“Recipient”</b>	has the meaning given to it in Clause 35.4.1 (Confidentiality);
<b>“Recovery Point Objective” or “RPO”</b>	means the maximum targeted period in which data might be lost from an information technology service due to a major incident;
<b>“Rectification Plan”</b>	means the rectification plan pursuant to the Rectification Plan Process;
<b>“Rectification Plan Process”</b>	means the process set out in Clause 39.2 (Rectification Plan Process);
<b>“Registers”</b>	means the register and configuration database referred to in Paragraphs 3.1.1 and 3.1.2 of Call Off Schedule 11 (Exit Management);
<b>“Regulations”</b>	means the Public Contracts Regulations 2006 and/or the Public Contracts (Scotland) Regulations 2012 (as the context requires) as amended from time to time;
<b>“Regulatory Bodies”</b>	those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Customer Authority and <b>“Regulatory Body”</b> shall be construed accordingly;
<b>“Related Supplier”</b>	means any person who provides Services to the Customer which are related to the Services from time to time;
<b>“Release Schedule”</b>	has the meaning as set out in ITIL;
<b>“Relevant Conviction”</b>	means a Conviction that is relevant to the nature of the Services to be provided or as specified by the Customer in the Order Form or elsewhere in this Call Off Contract;
<b>“Relevant Requirements”</b>	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
<b>“Relevant Tax Authority”</b>	means HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
<b>“Relevant Transfer Date”</b>	means, in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
<b>“Relevant Transfer”</b>	means a transfer of employment to which the Employment Regulations applies;
<b>“Relief Notice”</b>	has the meaning given to it in Clause 40.2.2 (Supplier Relief Due to Customer Cause);

## OFFICIAL

<b>“Repeat Failure”</b>	shall have the meaning set out in Paragraph 9.1 of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
<b>“Repeat Failure Multiplier”</b>	shall have the meaning set out in Paragraph 9.4 of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
<b>“Replacement Goods”</b>	means any goods which are substantially similar to any of the Goods and which the Customer receives in substitution for any of the Goods following the Call Off Expiry Date, whether those goods are provided by the Customer internally and/or by any third party;
<b>“Replacement Services”</b>	means any services which are substantially similar to any of the Services and which the Customer receives in substitution for any of the Services following the Call Off Expiry Date, whether those services are provided by the Customer internally and/or by any third party;
<b>“Replacement Sub-Contractor”</b>	means a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
<b>“Replacement Supplier”</b>	means any third party provider of Replacement Services appointed by or at the direction of the Customer from time to time or where the Customer is providing Replacement Services for its own account, shall also include the Customer;
<b>“Representative”</b>	means the Customer Representative or the Supplier Representative as applicable;
<b>“Request for Information”</b>	means a request for information or an apparent request relating to this Call Off Contract or the provision of the Services or an apparent request for such information under the FOIA or the EIRs;
<b>“Requirement”</b>	has the same meaning as “Service Requirement”;
<b>“Resolved”</b>	means that the service operation action taken to repair the Root Cause of an Incident or to implement a Workaround (each as defined in ITIL);
<b>“Restricted Countries”</b>	has the meaning given to it in Clause 35.7.3 (Protection of Personal Data);
<b>“Restoration of Service”</b>	means an action taken by or on behalf of the Supplier to return a Supplier System, Service and/or Service Line to the Customer and Users after repair and recovery from an Incident. This action must fully repair the Root Cause of an Incident and the Supplier System, Service and/or Service Line must be able to perform in accordance with its specifications and this Call Off Contract;
<b>“Review Report”</b>	means as described in Paragraph 6.3 of Call Off Schedule 10 (Business Continuity and Disaster Recovery);
<b>“RFP”</b>	means the request for particulars issued by the Customer in relation to the procurement process relating to this Call Off Contract;
<b>“Risks”</b>	means those risks set out in Annex 8 to Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing) that could arise during the Call Off Contract Period as referred to in Paragraphs 9.1 and 9.2 of Call

**OFFICIAL**

	Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing);
<b>“RMADS”</b>	means Risk Management and Accreditation. For public bodies, a key part of the government accreditation process is preparation of a Risk Management Accreditation Document Set (RMADS), a formal analysis that demonstrates that a system delivers appropriate levels of information assurance;
<b>“Root Cause”</b>	has the meaning ascribed to it in ITIL;
<b>“Software Asset Configuration Management” or “SACM”</b>	has the meaning ascribed to it in ITIL;
<b>“Satisfaction Certificate”</b>	means the certificate materially in the form of the document contained in Annex 3 to Call Off Schedule 5 (Testing) granted by the Customer when the Supplier has Achieved a Milestone or a Test;
<b>“Security Management Plan” or “SMP”</b>	means the Supplier's security management plan prepared pursuant to Paragraphs 4 of Call Off Schedule 8 (Security) a draft of which has been provided by the Supplier to the Customer in accordance with Paragraph 4.1 of Call Off Schedule 8 (Security) and as updated from time to time;
<b>“Security Policy”</b>	means the Customer's security policy in force as at the Call Off Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
<b>“Security Policy Framework”</b>	means the Cabinet Office Security Policy Framework (available from the Cabinet Office Security Policy Division) and any derivatives or complementary documentation thereof, such as guidance produced by the National Cyber Security Centre (NCSC), formerly CESG);
<b>“Security Tests”</b>	means the Tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations in relation to Breaches of Security
<b>“Security Testing Scope”</b>	means the pre-determined and agreed scope of a security test pursuant to Paragraph 6.1 of Schedule 8 (Security);
<b>“Sensitive Information”</b>	means information which would be considered sensitive pursuant to the Government Security Classification Policy and/or which would be considered sensitive personal data pursuant to the Data Protection Legislation;.
<b>“Service Catalogue”</b>	the service catalogue organised and administered by the Supplier and provided to the Agency Manager for incorporation into the Agency Manager's Business Service Catalogue for access to the User;
<b>“Service Credit Cap”</b>	has the meaning given to it in Paragraph 7.1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
<b>“Service Credits”</b>	means any service credits specified in Annex 1 to Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring) being payable by the Supplier to the Customer in respect of any failure by the Supplier to meet one or more Service Levels;



**OFFICIAL**

<b>“Service Desk”</b>	means the service desk of the Agency Manager;
<b>“Service Failure”</b>	means an unplanned failure and interruption to the provision of the Services, reduction in the quality of the provision of the Services or event which could affect the provision of the Services in the future;
<b>“Service Impacting Service Levels”</b>	means the following Service Levels: <ul style="list-style-type: none"> <li>• SL2 Incident Resolution,</li> <li>• SL3 (Availability of Business Critical Systems),</li> <li>• SL4 (Availability of Non-Business Critical Systems of High Importance); and</li> <li>• SL5 (Availability of Non-Business Critical Systems of Medium Importance)</li> <li>• SL8 (Breaches of Security),</li> <li>• SL18 (Approved outages),</li> <li>• SL19 (Adherence to outage window);</li> </ul>
<b>“Service Level Failure”</b>	means a failure to meet the Service Level Performance Measure in respect of a Service Level Performance Criterion;
<b>“Service Level Performance Criterion”</b>	shall be as set out in Annex 1 of Part A of Call Off Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
<b>“Service Level Performance Measure”</b>	shall be as set out against the relevant Service Level Performance Criterion in Annex 1 of Part A of Call Off Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
<b>“Service Level Threshold”</b>	shall be asset out against the relevant Service Level Performance Criterion in Annex 1 of Part A of Call Off Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
<b>“Service Levels”</b>	means any service levels applicable to the provision of the Services under this Call Off Contract specified in Annex 1 to Part A of Call Off Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
<b>“Service Line”</b>	means (any distinguishable or measurable element of the Services which will be individually priced;
<b>“Service Operations Manual” or “SOM”</b>	has the same meaning as “Services Operating Manual”
<b>“Service Period”</b>	has the meaning given to in Paragraph 5.1of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring);
<b>“Service Transfer”</b>	means any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-Contractor to a

**OFFICIAL**

	Replacement Supplier or a Replacement Sub-Contractor;
<b>“Service Transfer Date”</b>	means the date of a Service Transfer;
<b>“Services”</b>	means the services to be provided by the Supplier to the Customer as more particularly described in Paragraph 1.3 of Part A of Call Off Schedule 2 (Services) and those services which are deliverable by the Supplier under the Cooperation Agreement;
<b>“Services Operating Manual”</b>	the online manual which sets out detailed technical and operational aspects, processes and procedures (including network diagrams, escalation levels and working instructions) relating to the support and operation of the Services including the processes and procedures for Service Requests, together with all hand-over and hand-back points and Dependencies between: (i) the Supplier and the Customer, (ii) the Supplier and the Agency Manager; (iii) the Supplier and Other Suppliers. This manual must not set out any technical or operational aspects, processes or procedures which are already set out in this Call Off Contract;
<b>“Service Requirements”</b>	means the requirements of the Services set out in Part A of Call Off Schedule 2 (Services);
<b>“Severity Level”</b>	means the level of severity of a Test Issue, the criteria for which are described in Annex 1 of Call Off Schedule 5 (Testing);
<b>“Sites”</b>	means: <ul style="list-style-type: none"> <li>• any premises (including the Customer Premises, the Supplier's premises or third party premises): <ul style="list-style-type: none"> <li>○ from, to or at which: <ul style="list-style-type: none"> <li>○ the Services are (or are to be) provided; or</li> <li>○ the Supplier manages, organises or otherwise directs the provision or the use of the Services; or</li> </ul> </li> <li>○ where: any part of the Supplier System is situated; or</li> <li>○ any physical interface with the Customer System takes place;</li> </ul> </li> </ul>
<b>“Software”</b>	means Customer Software, Transferring In Software, Specially Written Software, Supplier Software, Supplier Procured Software, Supplier Exclusive Software and Third Party Software;
<b>“Software Supporting Materials”</b>	has the meaning given to it in Clause 34.2.1 (b) (Licences granted by the Supplier: Specially Written Software and Project Specific IPR);
<b>“Solution Baseline Documentation Set”</b>	means the set of documents listed within Call Off Schedule 4 Implementation Plan under Part B Paragraph 4 titled “Implementation Solution Baseline Document Set”;
<b>“Solution High Level Design”</b>	means the Supplier's overall system design covering the infrastructure and system architecture, including the relation between the various components that make up the Supplier's Solution;
<b>“Source Code”</b>	means computer programs and/or data in eye-readable form and in such

## OFFICIAL

	form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
<b>“Specially Written Software”</b>	means any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Call Off Contract, including any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Call Off Contract;
<b>“Specific Change in Law”</b>	means a Change in Law that relates specifically to the business of the Customer and which would not affect a Comparable Supply;
<b>“Staffing Information”</b>	has the meaning give to it in Call Off Call Off Schedule 12 (Staff Transfer);
<b>“Standards”</b>	means any: <ul style="list-style-type: none"> <li>standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;</li> <li>standards detailed in the specification in Framework Schedule 2 (Services and Key Performance Indicators);</li> <li>standards detailed by the Customer in Call Off Schedule 7 (Standards) or as expressly identified or referenced in any other Call Off Schedule or agreed between the Parties from time to time;</li> <li>any relevant Government codes of practice and guidance applicable from time to time as the Supplier would reasonably and ordinarily be expected to comply with;</li> </ul>
<b>“Strategic Level”</b>	means the level of governance described in Paragraph 6 of Call Off Schedule 17 (Governance);
<b>“Sub-Contract”</b>	means any contract or agreement or proposed contract or agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier the Services or any part thereof or facilities, services necessary for the provision of the Services or any part thereof or necessary for the management, direction or control of the provision of the Services or any part thereof;
<b>“Sub-Contractor”</b>	means any third party engaged by the Supplier, including any Key Sub-Contractor, from time to time under a Sub-Contract permitted pursuant to the Framework Agreement and this Call Off Contract or its servants or agents and any third party with whom that third party enters into a Sub-Contract or its servants or agents;
<b>“Supplier”</b>	means the person, firm or company with whom the Customer enters into this Call Off Contract as identified in the Order Form;
<b>“Supplier Assets”</b>	means the Supplier's hardware, computer and telecoms devices,

**OFFICIAL**

	equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Customer), including (i) the Supplier Procured Assets; (ii) Supplier Exclusive Assets; (iii) the Transferring In Assets when transferred to the Supplier in accordance with Call Off Schedule 9 (Software and Assets) in the performance of its obligations under this Call Off Contract;
<b>“Supplier Background IPR”</b>	means <ul style="list-style-type: none"> <li>• Intellectual Property Rights owned by the Supplier before the Call Off Commencement Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or</li> <li>• Intellectual Property Rights created by the Supplier independently of this Call Off relating to the Services;</li> </ul> relating to the Services;
<b>“Supplier Exclusive Assets”</b>	means the Supplier Assets that are used by the Supplier or a Key Sub-Contractor exclusively in the provision of the Services to the Customer and which are set out in Annex 3 of Call Off Schedule 9 (Software and Assets);
<b>“Supplier Exclusive Software”</b>	means the Supplier Software that is used by the Supplier or a Key Sub-Contractor exclusively in the provision of the Services to the Customer, as set out in Annex 6 of Call Off Schedule 9 (Software and Assets);
<b>“Supplier Procured Assets”</b>	means the hardware, computer and telecoms devices and equipment, plant, materials and such other items procured by the Supplier in accordance with Call Off Schedule 9 (Software and Assets) as set out in Annex 2 of Call Off Schedule 9 (Software and Assets);
<b>“Supplier Equipment”</b>	means the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Customer) in the performance of its obligations under this Call Off Contract;
<b>“Supplier Non-Performance”</b>	has the meaning given to it in Clause 40.1 (Supplier Relief Due to Customer Cause);
<b>“Supplier Personnel”</b>	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-Contractor engaged in the performance of the Supplier's obligations under this Call Off Contract;
<b>“Supplier Procured Software”</b>	means the Software procured by and licensed to the Supplier in accordance with Call Off Schedule 9 (Software and Assets) (including any such licences provided as part of a subscription service) as set out in Annex 5 of Call Off Schedule 9 (Software and Assets);
<b>“Supplier's Proposals”</b>	means as described in Paragraph 6.3.3 of Call Off Schedule 10 (Business Continuity and Disaster Recovery);
<b>“Supplier Representative”</b>	means the representative appointed by the Supplier named in the Order Form;
<b>“Supplier Service”</b>	means the descriptions of the Services set out in Part B of the Call-Off

**OFFICIAL**

<b>Descriptions”</b>	Form (which are taken from Part B of Call Off Schedule 2 (Services) of the Call Off Terms including the Supplier Solution;
<b>“Supplier Software”</b>	means any software which is or will be used by the Supplier or any Sub-Contractor for the purposes of providing the Services including any embedded software as required to be licensed in order for the Customer to receive the benefit of and/or make use of the Services, including the Supplier Exclusive Software and, from the date of transfer or procurement in accordance with Call Off Schedule 9, as applicable, the Transferring In Software and the Supplier Procured Software;
<b>“Supplier Solution”</b>	means that part of the Supplier’s solution set out in Part B of Call Off Schedule 2 (Services);
<b>“Supplier System”</b>	means the information and communications technology system used by the Supplier in supplying the Services, including the Supplier Software, the Supplier Assets, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Customer System);
<b>“Supplier's Confidential Information”</b>	means <ul style="list-style-type: none"> <li>• any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Background IPR) trade secrets, Know-How, and/or personnel of the Supplier;</li> <li>• any other information clearly designated as being confidential (whether or not it is marked as “confidential”) or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier’s attention or into the Supplier’s possession in connection with this Call Off Contract;</li> <li>• information derived from any of the above;</li> </ul>
<b>“Systems of Measurement Reference Document”</b>	means the detailed description of the sources of data, and calculations to be used in creating the monthly Performance Monitoring Report;
<b>“Technology Change Forum” or “TCF”</b>	means the forum referred to in Paragraph 4.1 of Call Off Schedule 17 (Governance);
<b>“Tender”</b>	means the tender submitted by the Supplier to the Authority and annexed to or referred to in Framework Schedule 20;
<b>“Termination Notice”</b>	means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Call Off Contract on a specified date and setting out the grounds for termination;
<b>“Test” and “Testing”</b>	means any tests required to be carried out pursuant to this Call Off Contract as set out in the Test Strategy Plan or elsewhere in this Call Off Contract and <b>“Tested”</b> shall be construed accordingly;
<b>“Test Certificate”</b>	means a certificate substantially in the form of the document contained in Annex 2 of Call Off Schedule 5 (Testing) issued by the Customer when a

## OFFICIAL

	Deliverable has satisfied its relevant Test Success Criteria;
<b>“Test Issue”</b>	means any variance or non-conformity of the Services or Deliverables from their requirements as set out in this Call Off Contract;
<b>“Test Issue Management Log”</b>	means a log for the recording of Test Issues as described further in Paragraph 9 of Call Off Schedule 5 (Testing);
<b>“Test Issue Threshold”</b>	means, in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the Test Strategy or Test Plan;
<b>“Test Strategy”</b>	has the meaning given in Paragraph 4.1 of Call Off Schedule 5 (Testing);
<b>“Test Plan”</b>	means a plan: <ul style="list-style-type: none"> <li>• for the Testing of Deliverables; and</li> <li>• setting out other agreed criteria related to the achievement of Milestones,</li> </ul> as described further in Paragraph 5 of Call Off Schedule 5 (Testing);
<b>“Testing Quality Audit”</b>	has the meaning given in Paragraph 11 of Call Off Schedule 5 (Testing);
<b>“Test Report”</b>	means the reports to be produced by the Supplier setting out the results of Tests;
<b>“Test Success Criteria”</b>	means, in relation to a Test, the test success criteria for a Test in accordance with this Call Off Schedule 5 (Testing), and, where applicable, Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel); or as otherwise agreed between the Parties in respect of any Deliverable or Milestone;
<b>“Test Witness”</b>	means any person appointed by the Customer to carry out activities on its behalf pursuant to Paragraph 10 of Call Off Schedule 5 (Testing) ;
<b>“Testing Environment”</b>	means a standalone IT environment in which products or systems are used theoretically to search for bugs, design flaws etc. or to check processes in order to minimise the risk of a detrimental impact on the Customer’s operations once the new product is loaded to the live Production Environment;
<b>“Third Party Beneficiary”</b>	has the meaning set out in Clause 55.1 of the Call Off Terms;
<b>“Third Party Charges”</b>	means any charges payable to a third party pursuant to Paragraph 3.3 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing);
<b>“Third Party Contracts”</b>	means the third party contracts set out in Annex 8 of Call Off Schedule 9 (Software and Assets);
<b>“Third Party IPR”</b>	means Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software;
<b>“Third Party Processors”</b>	shall have the meaning as set out in Clause 35.7.9;
<b>“Third Party”</b>	means any software identified as such in Annex 7 of Call Off Schedule 9

## OFFICIAL

<b>Software”</b>	(Software and Assets);
<b>“Transferee”</b>	has the meaning ascribed to it in Clause 34.5.1 (d) of the Call Off Terms;
<b>“Transferring Former Supplier Employees”</b>	means in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date;
<b>“Transferring Assets”</b>	has the meaning given to it in Paragraph 12.2 of Call Off Schedule 9 (Software and Assets);
<b>“Transferring Contracts”</b>	has the meaning given to it in Paragraph 12.4 of Call Off Schedule 9 (Software and Assets);
<b>“Transferring Software”</b>	has the meaning given to it in Paragraph 12.8 of Call Off Schedule 9 (Software and Assets);
<b>“Transferring In Assets”</b>	means the hardware, computer and telecoms devices and equipment, plant, materials and such other items that the Supplier requested from the Customer to use to enable it to supply the Services, as such hardware, computer and telecoms devices and equipment is transferred to the Supplier in accordance with Paragraph 1.2 of Schedule 9 (Software and Assets)_ as listed in Annex 1 of Call Off Schedule 9 (Software and Assets), as amended from time to time;
<b>“Transferring in Software”</b>	means the software that the Supplier requested from the Customer to use to enable it to supply the Services, as such software is listed in Annex 4 of Call Off Schedule 9 (Software and Assets);
<b>“Transferring Customer Employees”</b>	means those employees of the Customer to whom the Employment Regulations will apply on the Relevant Transfer Date;
<b>“Transferring Supplier Employees”</b>	means those employees of the Supplier and/or the Supplier's Sub-Contractors to whom the Employment Regulations will apply on the Service Transfer Date;
<b>“Trojans”</b>	means a form of malicious software designed to be inadvertently executed by a user, which may impair security, privacy or functionality of, or gain control of, an information technology system or operate for other malicious purposes;
<b>“Undelivered Services”</b>	has the meaning given to it in Clause 8.3.1;
<b>“Undisputed Sums Time Period”</b>	has the meaning given to it Clause 43.1.1 (Termination of Customer Cause for Failure to Pay);
<b>“Update”</b>	means in relation to any Software and/or any Deliverable means a version of such item which has been produced primarily to overcome Defects in, or to improve the operation of, that item;
<b>“Upgrade”</b>	means any patch, New Release or upgrade of Software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications, 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 Call Off Contract Period;

**OFFICIAL**

<b>“Urgent Change”</b>	means a Change which a Party reasonably deems to be urgent and requires immediate implementation, as more particularly described in Paragraph 10 of Call Off Schedule 14 (Change Control Procedure);
<b>“Users”</b>	means, a person who uses one or several IT services on a day-to-day basis. Service Users are distinct from customers, as some customers do not use IT services directly;
<b>“Valid Invoice” or “valid invoice”</b>	means an invoice issued by the Supplier to the Customer that complies with the invoicing procedure in Paragraph 15 (Invoicing Procedure) of Call Off Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing);
<b>“Variation”</b>	has the same meaning as “Change”;
<b>“Variation Procedure”</b>	has the same meaning as “Change Control Procedure”;
<b>“VAT”</b>	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
<b>“Virtual Data Room” or “VDR”</b>	means, the temporary online data room set up by the Customer during the tender procurement, which contains due diligence information relating to this Call Off Contract;
<b>“Vulnerability”</b>	means weakness which allows an attacker to reduce a system's information assurance;
<b>“WCO”</b>	means Witness Care Officer;
<b>“WCU”</b>	means Witness Care Unit. Staffed by Police and CPS. Responsible for enhanced levels of information provision to victims and witnesses, provided through a single point of contact;
<b>“Workaround”</b>	means a temporary measure to restore service failures to a usable level, provided such temporary measures are approved by the Customer;
<b>“Work In Progress”</b>	means the Customer on-going, imminent or forecasted project, activity or initiative that is on-going at the Call Off Commencement Date and which the Supplier may be required to input into, take over and/or implement at any time during the Call Off Contract Period and identified as such in the data room or identified at any time from time to time by the Supplier;
<b>“Worker”</b>	means any one of the Supplier Personnel which the Customer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 0712 – Tax Arrangements of Public Appointees <a href="https://www.gov.uk/government/publications/procurement-policy-note-07-12-tax-arrangements-of-public-appointees">https://www.gov.uk/government/publications/procurement-policy-note-07-12-tax-arrangements-of-public-appointees</a> applies in respect of the Services; and
<b>“Working Days”</b>	means Mon – Fri 07:00 to 19:00 excluding weekends and public holidays;
<b>“Working Hours”</b>	one or more hours in one or more Working Days as applicable;