Schedule 1 - Lot 2

Definitions

Version 5.1

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CHANGE HISTORY

Version No.	Date	Details of Changes included in Update	Author(s)	Document Number
	3/10/18	First draft of A&R version circulated for internal Authority Review in relation to 2.1/4.1/Kodiak Spec related drafting only		
	4/10/18	Second draft of A&R version circulated for internal Authority Review in relation to 2.1/4.1/Kodiak Spec related drafting only		
	17/10/18	Update to reflect B&B feedback on initial working draft and complete mark up as far as possible		
	12/12/18	Updated with additional definitions anticipated in pack issued on 30.11		
	11/01/19	Update to reflect consequential amendments required from negotiations since last draft		91954486.3
	05/03/19	Bird & Bird/ Moto Updates		
	15/04/19	Update to reflect conformance checks	DLA Piper	91954486.7
	29/04/19	Further draft to reflect conformance checks	DLA Piper	91954486.8
5.0	14/05/19	CAN 500 Execution Version	DLA Piper	96239068.1
5.1	08/06/2019	Conformed copy incorporating amendments agreed through Change Authorisation Notes CR155, CR334, CR325, CR518	Nerissa Hendricks	

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Font Colour	CR Changes
	Changes as a result of CR0155
	Changes as a result of CR0334
	Changes as a result of CR0325
	Changes as a result of CR0518

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

Defined Term	Definition
3GPP	Third Generation Partnership Project;
Abandoned Call	has the meaning given to it in SPI USS9 in Schedule 2.2 (Performance Levels);
Acceptance into Service Checklist	has the meaning described in Paragraph 13.6(c)(vii) of Schedule 6.1 (Implementation Plan);
AC Reconciliation Payment	means the payment determined as 'RP' in the formula in Paragraph 8.3 of Schedule 7.1 (Charges and Invoicing);
AC Reconciliation Period	means the period of 30 months immediately preceding the Expiry Date;
Accreditation	processes that provide assurance that an organisation can accept the balance between business opportunity, risk and cost for any given information system;
Accreditor	a designated individual(s) responsible (on behalf of the Management Board) for ensuring that accreditation processes comply with relevant HMG standards and procedures, and for agreeing any exceptions with their Departmental SIRO and IT Security Officer (ITSO) on a risk management basis;
Achieve	(a) in respect of a Test, to successfully pass a Test without any Test Issues; and (b) in respect of a Milestone, the issue of a Milestone Achievement Certificate in respect of that Milestone in accordance with the provisions of Schedule 6.2 (Testing and Assurance Procedures), and "**Achieved**" and "**Achievement**" shall be construed accordingly;
Achieved Supplier Cash Margin Percentage	the cumulative Supplier Cash Margin Percentage calculated over the Term;

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Acquired Rights Directive	the European Council Directive 2001/23/EC 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;
Active	A state in which a User can both transmit and receive traffic on a Communication Group
Active Communication Group	a Communications Group to which a User has Attached for both incoming and outgoing Communication Services;
Active Connection	a connection that: (a) has been activated on the MS Network pursuant to the terms of this Agreement; and (b) has the right or capability to establish calls or use data services; and (c) which the Authority has not requested be deactivated;
Actual Change Resource Utilisation	shall have the meaning given to that term in Paragraph 3.2(c)(i) of Schedule 8.2 (Change Control Procedure);
Actual Recovery Point	for any Service that is subject to recovery following a Disaster this is a measure of how far before the Disaster Occurrence Time the Service has lost data;
Actual Recovery Time	the time interval between the Disaster Occurrence Time and the Service Recovery Time;
Adjustment Date	Has the meaning given to that term in Paragraph 6.2 of Part B of Schedule 7.1 (Charging and invoicing);
Advertising Function (AF)	**The AF is an IP address table created and held by the UO in their IT infrastructure to allow UE to UE communication**
Admission Agreement	the agreement to be entered into by which the supplier agrees to participate in the Schemes as amended from time to time;
Affected Party	the Party seeking to claim relief in respect of a Force Majeure Event;
Affiliate	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
Air to Ground Supplier	the supplier or suppliers awarded the contract for Air to Ground Network Services or any replacement or successor supplier or

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	suppliers;
Allowable Assumptions	the assumptions set out in Annex 2 of Schedule 7.1 (Charges and Invoicing);
Allowable Costs for calculation of Supplier Cash Margin or **Allowable Costs**	the following costs (without double recovery) and with the cost breakdowns as defined in the Financial Model to the extent that they are reasonably and properly incurred by the Supplier in providing the Services: (a) the cost to the Supplier or the Key Sub-contractor (as the context requires), of engaging the Supplier Personnel (b) operational costs which are not included within (a) above, to the extent that such costs are necessary and properly incurred by the Supplier in the delivery of the Services; (c) any costs incurred in respect of Supplier's capital investments into assets for the purpose of creating the network and the Services that deliver the requirements as specified in Schedule 2.1 (Services Description); but excluding: (d) overhead; (e) Forecast Contingency Costs; (f) financing or similar costs; (g) contingencies for cost inflation; (h) maintenance and support costs to the extent that these relate to maintenance and/or support services provided beyond the Term, whether in relation to Assets or otherwise; (i) taxation; (j) fines and penalties; (k) amounts payable under Schedule 7.3 (Benchmarking); (l) Non-cash items (including depreciation, amortisation, impairments and movements in provisions); and (m) Profit;
Allowable Price	in relation to the Retained Deliverables relating to a CPP Milestone, if any, an amount determined in accordance with the

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	formula: A-B where (a) A is an amount equal to the Allowable Costs incurred by the Supplier in providing or developing the relevant Retained Deliverables as reflected in the Financial Model together with an amount equal to the Anticipated Contract Life Supplier Cash Margin Percentage thereon; and (b) B is an amount equal to the Allowable Price Adjustment relating to the relevant Retained Deliverables, if any, or if there is no such Allowable Price Adjustment, zero, provided that the Allowable Price for any Retained Deliverables shall in no circumstances exceed the aggregate amount of the Milestone Payments paid to the Supplier in respect of the Milestones (or in the case of Partial Termination, the Milestones for the parts of the Services terminated) relating to that CPP Milestone;
Allowable Price Adjustment	in respect of Retained Deliverables which do or will not perform in all material respects in accordance with the relevant specification, the amount agreed by the Parties by way of adjustment to reflect such fact or, in the absence of agreement between the Parties within ten (10) Working Days after issue of the relevant Milestone Adjustment Payment Notice, such amount as may be determined by Expert Determination;
Ambient Listening	Ambient Listening is the ability to listen through a microphone on a User Device to hear what is being said in the vicinity of the User Device. The traffic is one way only and there is no indication on the target User Device;
Ancillary Services	the Software and systems which provide specific functions or application which are standalone but support the overall deliver of the Services
Annual Financial Report	the annual report to be provided by the Supplier to the Authority pursuant to Paragraph 1 of Part B, Schedule 7.5 (Financial Reports and Audit Rights) at the end of each Financial Year;
Anticipated Contract Life Supplier Cash Margin Percentage	the anticipated Supplier Cash Margin Percentage over the Term as reflected in the Financial Model;
Applicable Supplier	any Supplier Personnel who:

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Personnel	(a) at the Termination Date: (i) are employees of the Supplier; and (ii) are Dedicated Supplier Personnel; and (iii) have not transferred (and are not in scope to transfer at a later date) to the Authority or the Replacement Supplier by virtue of the Employment Regulations; and (b) are dismissed or given notice of dismissal by the Supplier within: (i) Forty (40) Working Days of the Termination Date; or (ii) such longer period required by Law, their employment contract (as at the Termination Date) or an applicable collective agreement; and (c) have not resigned or given notice of resignation prior to the date of their dismissal by the Supplier; and (d) the Supplier can demonstrate to the satisfaction of the Authority: (i) are surplus to the Supplier's requirements after the Termination Date notwithstanding its obligation to provide services to its other customers; (ii) are genuinely being dismissed for reasons of redundancy; and (iii) have been selected for redundancy by the Supplier on objective grounds other than the fact that the Supplier is entitled to reimbursement under this provision in respect of such employees;
Application	ESN certified software, which can be loaded onto User Devices or Control Room Systems;
Application Programming Interface or **API**	an interface, or set of functions, that specifies how two different application software elements should interact with each other;
Application Store	The electronic repository of Applications that have been approved for use on the ESN, through Network Approval Testing and made available on the ESN Self-Service Interface.

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	The Application Store interacts with the User Device Management element of the Supplier Solution in order to make Applications available on User Devices;
Approve	the Authority's prior written approval or consent, which may, at the Authority's sole and absolute discretion, be withheld or delayed and which shall in no way indicate, or be construed as indicating, the Authority's acceptance or endorsement of any plan, process, product, ESN Deliverables, goods or ESN Tested Services to which the particular approval may refer;
Approved Design Documentation	the documentation: (a) set out in Paragraph 1.1 of Part D of Schedule 4.1 (Supplier Solution) as at the CAN Effective Date; and (b) (once Approved in accordance with Paragraph 1.2 of Part D of Schedule 4.1 (Supplier Solution)) the documents set out in such Paragraph 1.2, in each case as any or all may be amended, updated or added to from time to time in accordance with the Assurance Procedures for Documentary Deliverables and Paragraph 13.6(c) of Schedule 6.1 (Implementation Plan);
Approved Sub-Licensee	any of the following: (a) a Central Government Body; (b) any third party providing services to a Central Government Body; and/or (c) any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Authority;
Architecture Design Documentation	a Documentary Deliverable that describes the Supplier Solution detailing the relevant design services as described in Paragraph 3.1.7 of Schedule 2.1 (Services Description);
ARP	Ambulance Radio Programme
ARP DNSP	Connections from the Ambulance User Organisations to the ARK Data Centre(s) via Vodafone provided physical links
Architecture Review Group	the Multi-Supplier Governance Board with Terms of Reference as set out in Paragraph 9.1 of Schedule 8.1 (Governance) and with the representation set out in Paragraph 11.1 of Annex 4 of Schedule 8.1 (Governance);

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ARP	Allocation and Retention Priority as defined by 3GPP;
Artefact	an Authority controlled document as set out in the Artefacts Schedule;
Artefacts Schedule	a schedule to be produced and maintained by the Authority setting out the correlation of relationships between Documentary Deliverables and Artefacts;
Asset	for the purposes of Part A of Schedule 2.1 (Services Description) this shall have the meaning as defined in ITIL;
Asset Register	Asset Register as defined by ITIL;
Assets	those functional components and other assets listed in Annex 2 of Schedule 8.5 (Exit Management) as amended by agreement of the Parties from time to time;
Assurance	the set of activities that determines whether the conduct of tests has been undertaken in accordance with the relevant contractual obligations, requirements, standards, and procedures including without limitation Test Policies, ESMCP Programme Test Strategy, ESN Product Test Strategies and Test Plans;
Assurance Criteria	criteria to determine whether a Documentary Deliverable meets the agreed specification for the Documentary Deliverable, developed by the Supplier and approved by the Authority in the Documentary Product Description against which the Documentary Deliverables will be reviewed, including the purpose and scope of the document, the quality criteria, format and structure;
Assurance Failure	where a review of a Documentary Deliverables is recorded as unsuccessful because the relevant Assurance Criteria have not been met or where a Test of a ESN Tested Service is recorded as unsuccessful because the relevant Test Success Criteria have not been met;
Assurance Procedures for Documentary Deliverables	the procedures, detailed in Part A of Schedule 6.2 (Testing and Assurance Procedure), that enable the Authority to review the Documentary Deliverables against the Assurance Criteria;
Assurance Success (Approved with notations)	where a Documentary Deliverable~~s~~ or ESN Tested Service is recorded as successful, subject to the Authority's notations because the relevant Assurance Criteria or Test Success Criteria have not been met (but the Authority has determined that it is likely that they will be met in accordance with a revised time-scale);
Assurance Success	where a Documentary Deliverable~~s~~ or ESN Tested Service is

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(Approved without notations)	recorded as successful because the relevant Assurance Criteria or Test Success Criteria have been met;
ATP Milestone	the Milestone linked to Authority to Proceed for the relevant Operational Services set out in the Implementation Plan;
Attached User	a User or Control Room User who has selected one or more Communications Groups (Active or Monitored). See also Group Member;
Audit	any exercise by the Authority of its Audit Rights pursuant to Clause 12 (Records, Reports, Audit and Open Book Data) and Schedule 7.5 (Financial Reports and Audit Rights);
Audit Agents	(a) the Authority's internal and external auditors; (b) the Authority's statutory or regulatory auditors; (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; (d) HM Treasury or the Cabinet Office; (e) any party formally appointed by the Authority to carry out audit or similar review functions; and (f) successors or assigns of any of the above;
Audit Rights	the audit and access rights referred to in Schedule 7.5 (Financial Reports and Audit Rights);
Authorised Application	applications that are authorised by the Authority to be hosted and managed by the Supplier;
Authority Assets	the Authority Materials, the Authority infrastructure and any other data, software, assets, equipment or other property owned by and/or licensed or leased to the Authority and which is or may be used in connection with the provision or receipt of the Services;
Authority Background IPRs	(a) IPRs owned by the Authority before the Effective Date, including IPRs contained in any of the Authority's Know-How, documentation, processes and procedures; (b) IPRs created by the Authority independently of this Agreement; and/or (c) Crown Copyright which is not available to the Supplier

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	otherwise than under this Agreement; but excluding IPRs owned by the Authority subsisting in the Authority Software;
Authority Cause	any breach by the Authority of any of the Authority Responsibilities, except to the extent that such breach is: (a) the result of any act or omission by the Authority to which the Supplier has given its prior consent; or (b) caused by the Supplier, any Sub-contractor or any Supplier Personnel;
Authority Change Manager	the person appointed to that position by the Authority from time to time and notified in writing to the Supplier or, if no person is notified, the Authority Representative;
Authority Charge For Commercial Access	the amount payable to the Authority for each MNO (including the Supplier) that is providing commercial mobile services to their customers using the MS Supplier Radio Equipment in the Extended Area;
Authority Data	(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Supplier by or on behalf of the Authority; and/or (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or (b) any Personal Data for which the Authority is the Data Controller;
Authority Document Control Procedures	the written policy and procedures of the Authority (as amended from time to time by the Authority in its sole discretion) for the management and control of all Documentary Deliverables to be provided to the Supplier by the Authority;
Authority IT Strategy	the Authority's IT policy in force as at the Effective Date (a copy of which has been supplied to the Supplier), as documented at https://www.gov.uk/government/publications/home-office-technology-strategy and updated from time to time in accordance with the Change Control Procedure;
Authority Materials	the Authority Data together with any materials, documentation, information, programs and codes supplied by the Authority to

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	the Supplier, the IPRs in which: (a) are owned or used by or on behalf of the Authority; and (b) are or may be used in connection with the provision or receipt of the Services, but excluding any Project Specific IPRs, Specially Written Software, Supplier Software, Third Party Software, and Documentation relating to Supplier Software or Third Party Software;
Authority Premises	premises owned, controlled or occupied by the Authority or any Central Government Body which are made available for use by the Supplier or its Sub-contractors for provision of the Services (or any of them);
Authority Representative	the representative appointed by the Authority pursuant to Clause 11.4 (Representatives);
Authority Requirements	the requirements of the Authority set out in Schedules 2.1 (Services Description), 2.2 (Performance Indicators), 2.3 (Standards), 2.4 (Security Management Plan), 2.5 (Insurance Requirements), 6.1 (Implementation Plan), 8.4 (Records Provisions), 8.5 (Exit Management) and 8.6 (Business Continuity and Disaster Recovery);
Authority Responsibilities	the responsibilities of the Authority specified in Schedule 3 (Authority Responsibilities);
Authority Service Management Framework	a document describing the Authority's management operations and processes as updated from time to time;
Authority Software	software which is owned by or licensed to the Authority (other than under or pursuant to this Agreement) and which is or will be used by the Supplier for the purposes of providing the Services;
Authority Sub-contractor	any sub-contractor engaged by the Authority including for the avoidance of doubt any Other ESN Supplier;
Authority System	the Authority's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Supplier in connection with this Agreement which is owned by the Authority or licensed to it by a third party and which interfaces with the Supplier System or which is necessary for the Authority to receive the Services;
Authority to Proceed or ATP	the authorisation to the Supplier to commence the provision of the relevant Operational Services to the Authority, provided by the Authority in the form of a Milestone Achievement Certificate in respect of the ATP Milestone;

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Available	has the meaning given in Paragraph 10 of Part C of Schedule 2.2 (Performance Levels) and "**Availability**" shall be construed accordingly;
Availability Plan	a documentary deliverable setting out how the Supplier shall manage availability of the Services, forming part of the Supplier's Service Management Framework and detailed in Paragraph 8.3.14 of Part A of Schedule 2.1 (Services Description);
Base	shall have the meaning given to that term in Paragraph 3.1 of Schedule 8.2 (Change Control Procedure);
Baseline Security Requirement	the Authority's baseline security requirements, the current copy of which is contained in Annex 1 of Schedule 2.4 (Security Management), as updated from time to time by the Authority and notified to the Supplier;
BCDR	Business Continuity and Disaster Recovery;
BCDR Plan	any plan prepared pursuant to Paragraph 2 of Schedule 8.6 (Business Continuity and Disaster Recovery), as may be amended from time to time;
BCDR Review Report	has the meaning given in Paragraph 6.2 of Schedule 8.6 (Business Continuity and Disaster Recovery);
BCDR Services	the business continuity and disaster recovery services set out in Schedule 8.6 (Business Continuity and Disaster Recovery);
Bearer	a communications path transporting Traffic between the User Device and the Mobile Network Gateway with associated QCI;
Bearer Type	High level description for ESN bearers including relative priority, use of guaranteed bitrate, delay, pre-emption over other users and intended use;
Benchmark Loss	means negative Supplier Cash Margin;
Benchmark Report	the report produced by the Benchmarker following the Benchmark Review as further described in Paragraph 5 of Schedule 7.3 (Benchmarking);
Benchmark Review	a review of one or more of the Services carried out in accordance with Paragraph 4 of Schedule 7.3 (Benchmarking) to determine whether those Services represent Good Value;
Benchmarked Service	a Service that the Authority elects to include in a Benchmark Review under Paragraph 2.3 of Schedule 7.3 (Benchmarking);

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Benchmarker	the independent third party appointed under Paragraph 3.1 of Schedule 7.3 (Benchmarking);
Beneficiary	shall have the meaning given to it in Paragraph 1.1 of Schedule 8.7 (Conduct of Claims);
Bespoke Contract Change	any Contract Change other than a Standard Contract Change;
Billing Management Application	An Application provided by the US Supplier which allows Users to view, analyse and manage the charges for ESN Services;
Billing Operations Manual	the documented processes for billing, payment and collections, to include management reporting, aged debt, billing and payment escalation processes;
Board Member	the initial persons appointed by the Authority and Supplier to the Boards as set out in Annex 3 and 4 of Schedule 8.1 (Governance) and any replacements from time to time agreed by the Parties in accordance with Paragraph 4.4 of Schedule 8.1 (Governance);
Boards	the Single Supplier Board and Multi-Supplier Boards as identified in Schedule 8.1 (Governance);
Breach of Security	the occurrence of: (a) any unauthorised access to or use of the Services, the Authority Premises, the Sites, the Supplier System, the Authority System (to the extent that it is under the control of the Supplier) and/or any IT, information or data (including the Confidential Information and the Authority Data) used by the Authority and/or the Supplier in connection with this Agreement; and/or (b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Authority Data), including any copies of such information or data, used by the Authority and/or the Supplier in connection with this Agreement, in either case as more particularly set out in the Security requirements in Part A of Schedule 2.1 (Services Description) and the Baseline Security Requirements;
Breakage Costs Payment	an amount equal to the Redundancy Costs and the Contract Breakage Costs as at the Termination Date as determined in accordance with Paragraph 3 of Schedule 7.2 (Payments on Termination);
Broadcast	the ability for a User to transmit a one-way voice or data communication to multiple Users of selected Communications

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	Groups;
BSS Uplift Capability	means the project to deliver the enhanced systems to support the Authority's Requirements in relation to the provision of ESIMs and Numbering, a Master Catalogue Service, an ESN Self-Service Interface and billing and payment services as more particularly described in Paragraphs 6.3, 6.4, 7.1 and 7.2 respectively of Schedule 2.1 (Services Description) to this Agreement;
Business Continuity Management System	shall have the meaning set out in shall have the meaning set out in BS ISO 22301;
Business Continuity Plan	has the meaning given in Paragraph 2.2(a)(ii) of Schedule 8.6 (Business Continuity and Disaster Recovery);
Business Continuity Services	has the meaning given in Paragraph 4.2(b) of Schedule 8.6 (Business Continuity and Disaster Recovery Plan);
Business Hours	in reference to Schedule 2.2 (Performance Levels) means the period 08:00 and 18:00 on any day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
Business Support Systems	the suite of systems and Software including but not limited to subscriber management, order management, master product catalogue, ESN self-service, billing, payment services, reporting and data analytics that are within the Supplier Solution;
C Interface	Interface defined by 3GPP between the Mobile Subscriber Server and the Short Message Service Centre (SMSC) in the MS Network;
CAD	Computer Aided Design, the output of which is a 2D or 2D design file that is editable in specialist CAD Software, in file formats widely used in the United Kingdom;
Call Back	a feature that enables a Calling Party to indicate to the Called Party that they require the Called Party to call them back using a One-to-One voice communication;
Call Maintenance	the phase of a call between set up and termination where traffic is sent to and from Users of the call;
Call Setup	the initial phase of a call where permissions are checked, resources (Users and system) are allocated and signalling sent to all affected Users;
Call Sign	a sequence of characters identifying a User or Communications Group. It can be split to two types, one type unique throughout the ESN and one type only unique within a User Organisation;

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Call Termination	the last phase of a call, where resources (Users and system) are de-allocated and signalling sent to all affected Users. The initiator of a call termination can be either one of the affected Users or the ESN itself (e.g. timer expiry or Pre-emption);
Called Party	the User(s) that are the target of a Call Setup request;
Calling Party	the User that originates a Call Setup request;
CAN Effective Date	the date defined as such in Change Authorisation Note 500;
Capacity	The provision of system resources by the Supplier of sufficient scale and flexibility required to handle the amount of activity on the network;
Capacity Plan	a documentary deliverable setting out how the Supplier shall manage capacity of the Services, forming part of the Supplier's Service Management Framework and detailed in Paragraph 8.3.13 of Part A Schedule 2.1 (Services Description);
Cash Margin Already Paid	the Supplier Cash Margin paid or payable to the Supplier under this Agreement for the period from the Effective Date up to (and including) the Termination Date;
CDR(s)	see Communication Data Records;
CEDR	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
Central Government Body	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; (d) Executive Agency; or (e) devolved government;
Certificate of Costs	has the meaning given in Schedule 7.7 (Financial Model);
CESG	the national technical authority for information assurance now superseded by the National Cyber Security Centre or NCSC. All references to CESG within this contract can now be understood

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	to refer to NCSC;
CESG IA Policy Portfolio	binding policy on information assurance in support of the mandatory requirements in the Security Policy Framework as updated from time to time;
Change	any change to this Agreement;
Change Advisory Board	Change Advisory Board as defined by ITIL;
Change Authorisation Note	has the meaning given to that term in Paragraph 9.2 of Schedule 8.2 (Change Control Procedure);
Change Board	the Authority only board which deals with Changes in accordance with the Change Control Procedure;
Change Communication	any Contract Change Request, Initial Impact Assessment, Technical Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to this Schedule;
Change Control	a procedure put in place to review suggested changes and implement any agreed changes, as described in Schedule 8.2 (Change Control Procedure);
Change Control Procedure	the procedure for changing this Agreement set out in Schedule 8.2 (Change Control Procedure);
Change Implementation Plan	the plan to be developed which sets out the Supplier's (and Other ESN Suppliers' as the case may be) process and schedule for implementing a Change Request;
Change in Law	any change in Law which impacts on the performance of the Services which comes into force after the Effective Date;
Change Lead	has the meaning given to that term in Paragraph 12 of Schedule 8.2 (Change Control Procedure);
Change Moratorium	has the meaning given to that term in Paragraph 14 of Schedule 8.2 (Change Control Procedure);
Change Moratorium Notice	has the meaning given to that term in Paragraph 14.1 of Schedule 8.2 (Change Control Procedure);
Change Request	a Contract Change Request or an Operational Change Request as the context requires;
Change Request Log	the register of all Change Requests made in connection with this Agreement, to be maintained by the Supplier on behalf of the Authority using the Authority's designated Change Request

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	management system in accordance with this Schedule;
Change Resource	the person(s) to be appointed by the Supplier pursuant to Paragraph 3 of Schedule 8.2 (Change Control Procedure);
Change Resource Over-Utilisation	shall have the meaning given to that term in Paragraph 3 of Schedule 8.2 (Change Control Procedure);
Change Resource Under-Utilisation	shall have the meaning given to that term in Paragraph 3 of Schedule 8.2 (Change Control Procedure);
Change Resource Utilisation Credit	shall have the meaning given to that term in Paragraph 3.2(c)(ii) of Schedule 8.2 (Change Control Procedure);
Change Resource Utilisation Report	has the meaning given to that term in Paragraph 3 of Schedule 8.2 (Change Control Procedure);
Charges	the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 7.1 (Charges and Invoicing), including any Milestone Payment or Service Charge;
Chief	personnel in User Organisations with a rank of at least Assistant Chief Constable (Police), Assistant Chief Fire Officer (Fire and Rescue Service), Commander (Metropolitan Police and City of London Police), Deputy Assistant Commissioner (London Fire Brigade), Director (Ambulance Service) or equivalent;
Claim	shall have the meaning given to it in Paragraph 1.2 of Schedule 8.7 (Conduct of Claims);
Code of Connection	a set of criteria one system must meet before being able to connect into another system;
Collective Performance Incentive Payment	means, in respect of a Key Milestone Group, the amount set out in column 2 of Table 6 of Annex 1 of Schedule 7.1 (Charges and Invoicing) for that Key Milestone Group;
Commercial Use Asset	those of the Assets (if any) listed in Annex 2 of Schedule 8.5 (Exit Management) as Commercial Use Assets and any Assets identified in the Exit Plan as Commercial Use Assets (including, for the avoidance of doubt, any cloud based services);
Commercially Sensitive Information	the information listed in Schedule 4.2 (Commercial Sensitive Information) comprising the information of a commercially sensitive nature relating to the Supplier, its IPRs or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
Common Services	the suite of services common to all ESN subscriptions including

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	but not limited to User Device Management;
Communication Data Records	the recorded data produced by Traffic handling platforms that form the data used for billing and audit purposes, as detailed in Annex D – Data Capture and Reporting Specification;
Communication Group	a set of Users that can communicate with each other using a single Called Party Identity;
Communication Group Identifier	an identity, uniquely assigned to a Communications Group used within the Public Safety Communications Service, for purposes of routing communications to that Communications Group;
Communication Group Type Profile	A Profile which defines the characteristics of a set of Communication Groups;
Communication Services	services provided by the ESN that allow traffic (voice and data) to be sent among Users, Communication groups, PSTN or PBX. Communication Services are only allowed between users who have been authorised to use the ESN;
Comparable Service	in relation to a Benchmarked Service, a service that is identical or materially similar to the Benchmarked Service (including in terms of scope, specification, volume and quality of performance);
Comparable Supply	the supply of services to another customer of the Supplier that are the same or similar to any of the Services;
Comparison Group	in relation to a Comparable Service, a sample group of organisations providing the Comparable Service identified by the Benchmarker under Paragraph 4.8 of Schedule 7.3 (Benchmarking) which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be (in the Benchmarker's professional opinion) fair comparators with the Supplier or which, in the professional opinion of the Benchmarker, are best practice organisations and, where there are a reasonable number of such organisations, referencing only those organisations that are carrying on at least a significant part of their business within the United Kingdom which may include (and the Supplier shall not object to their inclusion on any grounds) but not limited to other Contracting Authorities that: (i) have within the previous 36 months prior to the appointment of the Benchmarker received; or (ii) are receiving services from the Supplier or from other third parties For the avoidance of doubt, when, in the professional opinion of the Benchmarker, there is not a reasonable number of organisations carrying on at least a significant part of their business within the United Kingdom, the sample group of

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	organisations may include those organisations which do not carry on at least a significant part of their business within the United Kingdom;
Compensation for Unacceptable KPI Failure	has the meaning given in Clause 7.4(a) (Unacceptable KPI Failure);
Compensation Payment	the payment calculated in accordance with Paragraph 6 of Schedule 7.2 (Payments on Termination);
Completion Date	has the meaning given in Schedule 6.2 (Testing Procedures), Part A (Assurance Procedures for Documentary Deliverables), Paragraph 5B.1(b)(ii); and has the meaning given in Schedule 6.2 (Testing Procedures), Part C&D (Testing and Assurance Process for ESN Tested Services), Paragraph 19;
Completion Plan	has the meaning given in Schedule 6.2 (Testing Procedures), Part A (Assurance Procedures for Documentary Deliverables), Paragraph 5B.1(iii); and has the meaning given in Schedule 6.2 (Testing Procedures), Part C&D (Testing and Assurance Process for ESN Tested Services), Paragraph 19.3(iii);
Completion Plan Process	the process whereby a Draft Completion Plan and Completion Plan are prepared, agreed and all requirements successfully implemented as detailed in Schedule 6.2 (Testing and Assurance Procedures);
Component Test	a Test of a ESN Service Component;
Conditions Precedent	has the meaning given in Clause 4.2 (Conditions Precedent);
Confidential Information	(a) Information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Agreement that relates to: (i) the Disclosing Party Group; or (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party Group; (b) other Information provided by the Disclosing Party pursuant to or in anticipation of this Agreement that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient's attention or into

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	the Recipient's possession in connection with this Agreement; (c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Agreement and all matters arising therefrom; and (d) Information derived from any of the above, but not including any Information which: (i) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party; (ii) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient; (iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; (iv) was independently developed without access to the Confidential Information; or (v) relates to the Supplier's: 1. performance under this Agreement; or 2. failure to pay any Sub-contractor as required pursuant to Clause 15.11(a) (Supply Chain Protection);
Configuration	the current approved parameter settings or specifications for one or more Configuration Items;
Configuration Baseline	the current approved baseline Service Configuration (including, in respect of any Assets, facilities, hardware, software, systems, processes and human resources) set out in the Agreement or as subsequently agreed by the Parties in writing from time to time in accordance with Schedule 8.2 (Change Control

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	Procedure);
Configuration Database	has the meaning given to that term in Paragraph 2.1(b) of Schedule 8.5 (Exit Management);
Configuration Item or CI	components of Services (including without limitation any Software, Assets, facilities, buildings, people or formal documentation to be provided or managed by the Supplier as part of Services);
Configuration Management Database or **CMDB**	a database that identifies, records and reports all relevant Configuration Items and supporting information about the components of the Supplier Solution, delivered by the Supplier as detailed in Paragraph 8.3.39 of Part A of Schedule 2.1 (Services Description);
Connection Limit	has the meaning given in Paragraph 8.1 of Part A of Schedule 7.1 (Charges and Invoicing);
Connection Type	has the meaning given in Paragraph 8.3 of Annex H of Schedule 2.1 (Services Description);
Continuous Improvement Plan	a Documentary Deliverable setting out how the Supplier shall manage continuous improvements throughout the Term as set out in Paragraph 8.3.19 of Part A of Schedule 2.1 (Services Description) and forming part of the Supplier's Service Management Framework;
Contract Amendment Report	the contract amendment report to be provided by the Supplier to the Authority pursuant to Paragraph 1 of Part B, Schedule 7.5 (Financial Reports and Audit Rights);
Contract Breakage Costs	the amounts payable by the Supplier to its Key Sub-contractors or other third parties (as applicable) for terminating all relevant Key Sub-contracts or Third Party Contracts as a direct result of the early termination of this Agreement;
Contract Change	a Change that materially impacts the Agreement and which may be categorised into either a Standard Contract Change or a Bespoke Contract Change;
Contract Change Request	a written request for a Contract Change which shall be substantially in the form of Annex A of Schedule 8.2 (Change Control Procedure);
Contract Efficiency Review	has the meaning given to that term in Clause 8.4;
Contract Improvement Report	has the meaning given to that term in Clause 8.6;

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Contract Inception Report	the contract inception report in the form agreed by the Supplier and the Authority in writing on or before the Effective Date;
Contract Review Date	has the meaning given to that term in Clause 8.4;
Contract Year	(a) a period of 12 months commencing on the Effective Date; or (b) thereafter a period of 12 months commencing on each anniversary of the Effective Date; provided that the final Contract Year shall end on the expiry or termination of the Term;
Control	the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "**Controls**" and "**Controlled**" shall be interpreted accordingly;
Control Room	a location used by a 3ES User Organisation for communications with Users, including for example despatching resource;
Control Room Interface	an interface to the Services through which Control Room Systems can access the Services using fixed network connections;
Control Room Systems	communications devices and systems operated by User Organisations that are used by Control Room Users to communicate with other Users. Examples of Control Room Systems include command and control systems, mapping systems, dispatch applications etc.;
Control Room User	user of the Services provided by the Supplier who operates from within the Control Room;
Core Features	has the meaning given to it in Paragraph 3 of Part B of Schedule 2.1 (Services Description);
COTS	Commercial Off The Shelf - Products or services readily available from commercial suppliers;
Counter Notice	has the meaning given in Paragraph 6.2 of Schedule 8.3 (Dispute Resolutions Procedure);
Coverage	the geographical area where a User Device, equivalent in performance to the appropriate User Device Reference Configuration specified in Annex G - User Device Reference Configurations of Schedule 2.1 (Services Description), can access the Mobile Communications Services in accordance with the Minimum Data Rates specified in Annex F - Minimum

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	Data Rates of Schedule 2.1 (Services Description);
Coverage Information Interface	the interface through which the MS Supplier and ES Supplier provide Coverage data to the US Supplier;
Coverage Visualisation Tool	A software based tool provided by the Authority, with data provided via the US Supplier, that is used to provide Users with map-based views of the Coverage overlaid with additional geographic information;
CPP	Contract Performance Point;
CPP Milestone	a contract performance point as set out in the Implementation Plan, being the Milestone at which the Supplier has demonstrated that the Supplier Solution or relevant Service is working satisfactorily in its operating environment;
Credit Rating	a credit rating as specified in Annex 2 of Schedule 7.4 (Financial Distress);
Credit Rating Distress Event	an event where the Credit Rating for the Supplier, Guarantor or a Key Sub-contractor is downgraded, or otherwise falls, so that it is below the applicable Credit Rating Threshold;
Credit Rating Threshold	the minimum Credit Rating for the Supplier, the Guarantor and for each Key Sub-contractor as set out in Annex 3 of Schedule 7.4 (Financial Distress);
Critical Data Services	services providing data communications between/among Users using One-to-One or Group Call functionality;
Critical Milestone	means the Key Milestones identified as Critical Milestones in Annex 1B of Schedule 6.1 (Implementation Plan);
Critical Performance Failure	(a) the Supplier accruing in any period of 3 months an aggregate number of Service Points which is equal to or greater than 225% of the number of Service Points that would need to be accrued by the Supplier in order for the Supplier to meet or exceed the Service Credit Cap for a month (the 225% amount representing 75% of the monthly amount x three months); or (b) the Supplier accruing Service Credits or Compensation for Unacceptable KPI Failure which meet or exceed the Service Credit Cap;
Cross ESN Services Affecting Change Requests	has the meaning given to that term in Paragraph 12.1 of Schedule 8.2 (Change Control Procedure);

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CRTPA	the Contracts (Rights of Third Parties) Act 1999;
Current Exit Plan	has the meaning given in Paragraph 5.6 of Schedule 8.5 (Exit Management);
D & B Failure Score	the Dun & Bradstreet Failure Score as determined and published by Dun & Bradstreet, Inc. and its Affiliates;
D Interface	interface defined by 3GPP between the Mobile Subscriber Server and the MS legacy circuit switch voice network;
Data Controller	means, where Personal Data is being processed for Law Enforcement Purposes, as it is defined in the LED; and in all other circumstances, as it is defined in Data Protection Legislation;
Data Loss Event	means any event which results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
Data Processing and Transfer Service Availability	has the meaning given in Paragraph 25.1.36 of Schedule 2.2 (Performance Levels);
Data Processor	means, where Personal Data is being processed for Law Enforcement Purposes, as it is defined in the LED; and in all other circumstances, as it is defined in Data Protection Legislation;
Data Protection Impact Assessment	means as assessment by the Authority of the impact envisaged Processing on the protection of Personal Data;
Data Protection Legislation	(a) the GDPR, the LED, and any applicable national implementing Laws as amended from time to time; (b) the DPA 2018 to the extent that it relates to the processing of Personal Data and privacy; and (c) all applicable Law about the Processing of Personal Data and privacy;
Data Protection Officer	has the meaning given in the Data Protection Legislation;
Data Services	services providing data communications between/among ESN Users using One-to-One or Group Call functionality;
Data Subject	has the meaning given in the Data Protection Legislation;
Data Subject Access	a request made by a Data Subject in accordance with rights

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Request	granted pursuant to the Data Protection Legislation to access his or her Personal Data;
Day Rate	means, in relation to a Staff Grade, the rate per Staff Day set out in Table 5 of Annex 1 of Schedule 7.1 (Charges and Invoicing); For the avoidance of doubt, the Supplier shall not be able to charge in addition for any or all of the following costs and expenses incurred in delivery for which Day Rates apply: (a) base salary paid to the Supplier Personnel; (b) employer's national insurance contributions; (c) pension contributions; (d) car allowances; (e) any other contractual employment benefits; (f) staff training; (g) work place accommodation; (h) work place IT equipment and tools reasonably necessary to perform the services; (i) recruitment costs; (j) reimbursable expenses; (k) sub-contractor costs; (l) risk including forecast contingency costs and including contingencies for non-utilised staff time; (m) overhead; (n) financing or similar costs; (o) forecast inflation; (p) taxes and rates but excluding VAT; (q) fines and penalties; (r) non-cash items (including depreciation, amortisation, impairments and movements in provisions); and (s) profit;

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Dedicated Bearer	a Bearer established between a User Device and Mobile Network Gateway, in addition to the Default Bearer;
Dedicated Supplier Personnel	all Supplier Personnel then assigned to the Services or any part of the Services. If the Supplier is unsure as to whether Supplier Personnel are or should be regarded as so assigned, it shall consult with the Authority whose view shall be determinative provided that the employee has been materially involved in the provision of the Services or any part of the Services;
Deductions	all Service Credits, Compensation for Unacceptable KPI Failure, Delay Payments or any other deduction which is paid or payable to the Authority under this Agreement;
Default	any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement: (a) in the case of the Authority, of its employees, servants, agents; or (b) in the case of the Supplier, of its Sub-contractors or any Supplier Personnel, in connection with or in relation to the subject-matter of this Agreement and in respect of which such Party is liable to the other;
Default Bearer	initial Bearer(s) established between a User Device and Mobile Network Gateway(s) when the User Device connects to ESN;
Defect	(a) any error, damage or defect in the manufacturing of a Deliverable; or (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or (c) any failure of any Deliverable to provide the performance, features and functionality specified in the Authority Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria; or (d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the Authority Requirements or the

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	Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria;
DEFRA Policy on Environmental Reporting	the guidance produced by the Department for the Environment, Food and Rural Affairs as part of its policy Encouraging Businesses to manage their impact on the environment as documented and documented in Environmental Key Performance Indicators: Reporting Guidelines for UK Business Ref: PB11321, published 25 March 2011. This is part of the UK's commitment to the EU Energy Efficiency Directive 2012 (Article 6);
Delay	a delay in Achieving a Key Milestone;
Delay Deduction Period	the period [….✂….] commencing on the relevant Milestone Date;
Delay Payment Rate	the amounts payable by the Supplier to the Authority in respect of a Delay in Achieving a Key Milestone as specified in Schedule 7.1 (Charges and Invoicing);
Delay Payments	the amounts payable by the Supplier to the Authority in respect of a Delay in Achieving a Key Milestone as specified in Schedule 7.1 (Charges and Invoicing);
Deliverable	an item or feature delivered or to be delivered by the Supplier at or before a Milestone Date or at any other stage during the performance of this Agreement;
Delivery Partner	the supplier awarded the Lot 1 contract under the OJEU reference number 2014/S 077-133654 or any successor or replacement supplier or suppliers or in the absence of any such successor or replacement supplier, the Authority;
Departmental SIRO	Departmental Senior Information Risk Owner;
Depreciation Policy	means the depreciation policy of the Supplier set out in Annex 5 of Schedule 8.5 (Exit Management);
Design Governance Process	a Documentary Deliverable produced by the Supplier to detail the processes which govern and maintain control of the designs and the design documentation for the Services, and constitutes the detail set out in Paragraph 3.1.1 of Part A of Schedule 2.1 (Services Description);
Detailed Architecture Design Documentation	the documentation which is defined in Paragraph 3.1.11 of Schedule 2.1 (Services Description);
Detailed Implementation	the plan of that name used for the purposes of implementation

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Plan	prior to the CAN Effective Date;
Direct Device to Device Communication	the ability of User Devices to communicate directly with other User Devices, without the communication flowing through the MS Supplier Solution;
Direct Network Service Provider	a supplier of PSN network services to customers;
Disaster	an event or series of events which, either separately or cumulatively, seriously disrupts the Services, the functioning of Emergency Services or society and causes human, material, and economic or environmental losses that exceed the Supplier's ability to cope using its own resources and means that the Services, or a material part of the Services will be unavailable for a period of three hours or which is reasonably anticipated will mean that the Services or material part of the Services will be unavailable for that period;
Disaster Occurrence Time	the point in time at which the Parties agree that a disaster has occurred and from which time the Supplier may commence any applicable failover of Services working as necessary with the Other ESN Suppliers;
Disaster Recover	the recovery of the Supplier's operations including the provision of the Services in the event of a Service Disruption or Disaster;
Disaster Recovery Plan	has the meaning given in Paragraph 2.2(a)(iii) of Schedule 8.6 (Business Continuity and Disaster Recovery);
Disaster Recovery Services	the services embodied in the processes and procedures for restoring the Services following the occurrence of a Disaster;
Disaster Recovery System	the system identified by the Supplier in the Supplier Solution which shall be used for the purpose of delivering the Disaster Recovery Services;
Disclosing Party	has the meaning given in Clause 21.1 (Confidentiality);
Disclosing Party Group	(a) where the Disclosing Party is the Supplier, the Supplier and any Affiliates of the Supplier; and (b) where the Disclosing Party is the Authority, the Authority and any Central Government Body with which the Authority or the Supplier interacts in connection with this Agreement;
Discreet Listening	an eavesdropping service used up by a User where the traffic is one way only, from an existing One-to-One Call, Group Call or private telephony call. There is no indication of Call Setup on the Called Parties;

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Dispute	any dispute, difference or question of interpretation arising out of or in connection with this Agreement, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
Dispute Notice	a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
Dispute Resolution Procedure	the dispute resolution procedure set out in Schedule 8.3 (Dispute Resolution Procedure);
Documentary Deliverable	all Deliverables submitted to the Authority for approval, in the form of a documentary file;
Documentary Deliverables Schedule	the schedule to be delivered by the Supplier to the Authority in accordance with Schedule 6.1 (Implementation Plan);
Documentary Product Description	means the template providing the criteria to be met and layout for each Documentary Deliverable, set out in Schedule 6.1 (Implementation Plan), Annex 3 (Implementation Plan), the format and composition of which shall be in accordance with the programme management methods specified in Schedule 2.3 (Standards);
Documentary Product Description Template	means the template providing the criteria to meet and layout for each Documentary Deliverable set out in Annex 3 of Schedule 6.1 (Implementation Plan);
Documentation	descriptions of the Services and Performance Indicators, details of the Supplier System (including (i) vendors and versions for off-the-shelf components and (ii) source code and build information for proprietary components), relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation as: (a) is required to be supplied by the Supplier to the Authority under this Agreement; (b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide Services; (c) is required by the Supplier in order to provide the

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	Services; and/or (d) has been or shall be generated for the purpose of providing the Services;
DOTAS	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to inform HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
DPA 2018	the Data Protection Act 2018 including where applicable the guidance and codes of practice issued by the Information Commissioner or a relevant Central Government Body in relation to the Data Protection Act 2018, which for the purposes of this Agreement shall also include but not be limited to: (a) the Caldicott Report meaning the report prepared by Dame Fiona Caldicott and which was the subject of an NHS Executive Circular in May 1998 containing recommendations as to the preservation of confidential identifiable information in the National Health Service; (b) NHS Requirements meaning, in relation to the Services, Health Building Notes and Health Technical Memoranda, NHSE publication “Information for Health” published in September 1998, all Executive Letters, Health Service Guidelines, Health Circulars of the NHS, the Caldicott Report and any similar official requests, requirements and guidance having similar status in force at any time during the applicable Service Period, but only to the extent the same are published and publicly available or the existence and contents of them have been notified in writing to the Supplier by the Authority, any User Organisation; and (c) the Patients’ Charter meaning the publication entitled “Your Guide to the NHS” published by the Department of Health in January 2001 (as varied from time to time);
Draft Completion Plan	has the meaning given in Schedule 6.2 (Testing Procedures), Part A (Assurance Procedures for Documentary Deliverables), Paragraph 5B.1(ii); and (in respect of ESN Tested Services) has the meaning given in Schedule 6.2 (Testing Procedures), Part C&D (Testing and Assurance Process for ESN Tested

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	Services), Paragraph 19.3(ii);
Draft Delivery Date	the date by which the Supplier will submit the relevant draft Documentary Deliverable to the Authority as set out in the Documentary Deliverables Schedule;
Draft Exit Plan	has the meaning given to that term in Paragraph 5.1 of Schedule 8.5 (Exit Management);
DRX	Discontinuous Reception;
DSCP	Differentiated-Services Code Point;
DTMF	coding using Dual Tone Multi Frequency;
Due Diligence Information	any information supplied to the Supplier by or on behalf of the Authority, whether: (a) prior to the Effective Date; or (b) in relation to this Agreement as amended and restated by Change Authorisation Note 500 prior to the CAN Effective Date;
Duration	means the number of Working Days specified in the column entitled "Duration" in Annex 1A to Schedule 6.1 (Implementation Plan);
Effective Date	the later of: (a) the date on which this Agreement is signed by both Parties; and (b) the date on which the Conditions Precedent has been satisfied or waived in accordance with Clause 4.2 (Condition Precedent);
EIRs	the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issues by the Information Commissioner or any Central Government Body in relation to such Regulations;
Electrical Standards	the electrical standards referenced at www.hse.gov.uk/electricity/standards.htm;
Electronic Document Management System or **EDMS**	the system provided by the Authority, at the start of Mobilisation, to be used by ESN Suppliers to submit their contractual Documentary Deliverables and ensure version control of such documentation;

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Elaborated MCD or EMCD	has the meaning given to it in Paragraph 13.6(b)(v) of Schedule 6.1 (Implementation Plan);
Eligible Employee	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Admission Agreement;
Email	the method of exchanging digital messages from an author to one or more recipients;
Emergency Change Advisory Board	the subset of the Change Board more particularly described in Paragraph 13 of Schedule 8.2 (Change Control Procedure);
Emergency Distress Communication	a One-to-One or Group Communication between Users, with the highest Pre-emptive priority for conveying voice and data traffic to support a User who requires urgent assistance;
Emergency Distress State	a state of a User Device in which all call requests are made as Emergency Distress Communications. The state is set and cleared by User action or by a User with delegated permissions;
Emergency Exit	any termination of this Agreement which is a: (a) termination of the whole or part of this Agreement in accordance with Clause 33 (Termination Rights), except where the period of notice given under that Clause is greater than or equal to 6 months; (b) termination of the provision of the Services for any reason prior to the expiry of any period of notice of termination served pursuant to Clause 33 (Termination Rights); or (c) wrongful termination or repudiation of this Agreement by either Party;
Emergency Maintenance	ad hoc and unplanned maintenance provided by the Supplier where: (a) the Authority reasonably suspects that the IT Environment or the Services, or any part of the IT Environment or the Services, has or may have developed a fault, and notifies the Supplier of the same; or (b) the Supplier reasonably suspects that the IT Environment or the Services, or any part the IT Environment or the Services, has or may have developed a fault;

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Emergency Operational Change	a type of Unplanned Operational Change as categorised and defined in Paragraph 8.5.1(g) of Schedule 8.2 (Change Control Procedure);
Emergency Services or ES or 3ES	groups of User Organisations of Scotland, England and Wales and their successor or replacement organisations who may be categorised into one of three categories being, (i) Police Authorities and Services, (ii) Fire and Rescue Authorities and Services, and (iii) Ambulance Trusts and as identified in Paragraph 1.2 of Annex A of Schedule 2.1 (Services Description). The term "Emergency Services" means collectively all of them. As the context requires: - an "Emergency Services" organisation means any one of them; and - the terms, Police, Fire and Rescue, or Ambulance means all of the User Organisations within such category;
Employee Liabilities	all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation including in relation to the following: (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; (b) unfair, wrongful or constructive dismissal compensation; (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; (d) compensation for less favourable treatment of part-time workers or fixed term employees; (e) outstanding debts and unlawful deduction of wages including any PAYE and national insurance contributions; (f) claims whether in tort, contract or statute or otherwise; (g) any investigation by the Equality and Human Rights

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	Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
Employment Regulations	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive;
End Time	time at which a particular action or incident ends, recorded as Coordinated Universal Time (UTC);
Enterprise Release Assurance Group	the Multi-Supplier Governance Board with Terms of Reference as set out in Paragraph 9.6 of Schedule 8.1 (Governance) and with the representation set out in Paragraph 11.6 of Annex 4 of Schedule 8.1 (Governance);
Entry Criteria	the criteria that must be satisfied before a Test Event can begin as defined in the Test Plan;
Environment Management Plan	has the same meaning as Environment Strategy;
Environment Strategy	a document setting out the approach and plan to manage environments, which should contain as a minimum, content addressing the following: (a) Objectives for the ESN environments and systems; (b) High level environment architecture; (c) Approach to capacity management; (d) Approach to manage forecast load and schedule conflicts; (e) Outline process for booking the facilities;
Equipment Identity Register	Equipment Identity Register as defined by 3GPP;
Equivalent Services Data	in relation to a Comparable Service, data derived from an analysis of the Comparable Service provided by the Comparison Group as adjusted in accordance with Paragraphs 4.8(b) and 4.9 of Schedule 7.3 (Benchmarking) provided that the Benchmarker shall not use any such data that relates to a period which ended more than 36 months prior to the date of appointment of the Benchmarker;
Escrow Agent	means NCC Group Escrow Limited with company number 03081952 whose registered office is Xyz Building 2 Hardman Boulevard, Spinningfields, Manchester M3 3AQ;
ES Supplier	the supplier or suppliers contracted by the Authority from time to time to provide the ES Services;
ESIM	ESN Subscriber Identity Module;

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ESMCP	Emergency Services Mobile Communications Programme;
ESMCP Programme Test Strategy	a document produced by the Authority with input from the Supplier and Other Suppliers which sets out the high level strategy for the conduct of testing of the ESN Services at an ESN Product agnostic level;
ESN	means the integrated mobile communications network made up of the solutions provided by the ESN Suppliers and the Other Suppliers;
ESN Deliverables	an item or feature delivered or to be delivered by an Other ESN Supplier at or before a Milestone Date or at any other stage during the performance of this Agreement;
ESN Device and Application Verification Overview	a document that sets out the overall framework for the Network Approval Testing process, drafted by the Authority with input from the Supplier;
ESN DNSP	Connections from User Organisations to the ESN Data Centres via Vodafone provided physical links. This will also include connectivity from the ARK Data Centre(s).
ESN Production System	means those elements of the Supplier System through which Operational Services are delivered to User Organisations;
ESN Products	those ESN products (including all versions thereof) to be made available to User Organisations from time to time and which, as at the CAN Effective Date, include the following: (a) ESN Assure 1.0; (b) ESN Assure 2.0; (c) Sky Assure; (d) Connect POC; (e) Direct Alpha; (f) ESN Connect; (g) ESN Connect+; (h) ESN Direct 1.0; (i) ESN Direct 2.0; (j) ESN Direct 3.0; (k) ESN Prime; (l) ESN Innovate;

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	(m) ESN Prime+; and (n) ESN Air;
ESN Products and Services Master Catalogue or PSMC	an Authority-authored document that sets out the scope and configuration detail of ESN Products. A baseline version is set out in Annex 4 of Schedule 6.1 (Implementation Plan);
ESN Product Test Strategy	in respect of each ESN Product, a document produced by the Authority, together with the Supplier and the Other Suppliers (as necessary) which addresses how the ESN Product is tested including as a minimum the items set out at Paragraph 11.3 of Schedule 6.2 (Testing and Assurance Procedures);
ESN Reference System	the system described as such in Paragraphs 3.3.11 to 3.3.28 inclusive of Schedule 2.1 (Services Description);
ESN Self Service Interface	the portal provided to the Authority and User Organisations by the US Supplier to enable interaction with the ESN, as referred to in Paragraph 7.1.1 of Schedule 2.1;
ESN Service Component	any constituent parts of a ESN Tested Service, be-spoke or COTS hardware or Software;
ESN Service Management Operating Model	shall have the meaning set out in Paragraph 8.3.36 of Part A of Schedule 2.1 (Services Description);
ESN Service Management System	the service management system provided by the US Supplier for use by the US Supplier, the MS Supplier, the ES Supplier and the Air to Ground Supplier to support the provision of service to User Organisations;
ESN Service Management System Interface	the interface to the ESN Service Management System provided by the US Supplier;
ESN Services	the services provided to User Organisations by the ESN Suppliers and the Other Suppliers;
ESN Sub-contract	any Sub-contract for which the majority of the contract value is connected with the provision of the Services;
ESN Suppliers	(a) the Supplier; (b) the Delivery Partner; (c) the MS Supplier; (d) the ES Supplier; (e) the Air to Ground Supplier;
ESN Tested Services	the testing of the wider ESN Services across the ecosystem;

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ESN Technology Roadmap	has the meaning given to it in Paragraph 3.1.18 of Schedule 2.1 (Services Description);
ESN Individual Identifier	an identity, assigned to an individual User of the Public Safety Communications Service and which is unique to each User, used by Supplier's Solution for the purposes for routing individual communications to and from that User and which is also used with Communication Groups to uniquely identify that User;
Estimated Initial Service Charges	the estimated Service Charges payable by the Authority during the period of 12 months from the first Operational Service Commencement Date, as set out in the Financial Model;
Estimated Year 1 Charges	the estimated Charges payable by the Authority during the first Contract Year, as set out in the Financial Model;
Euro Compliant	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 Authority'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): (a) be able to perform all such functions in any number of currencies and/or in euros; (b) during any transition phase applicable to the relevant part(s) of the UK, be able to deal with multiple currencies and, in relation to the euro and the national currency of the relevant part(s) of the UK, dual denominations; (c) recognise accept, display and print all the euro currency symbols and alphanumeric codes which may be adopted by any government and other European Union body in relation to the euro; (d) incorporate protocols for dealing with rounding and currency conversion; (e) recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the national currency of the relevant part(s) of the UK and/or the euro; and (f) permit the input of data in euro and display an outcome

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	in euro where such data, supporting the Authority's normal business practices, operates in euro and/or the national currency of the relevant part(s) of the UK;
Event	Detectable or disenable occurrence that has a significance for the infrastructure or delivery of service. Automatically generated notification that warns of a current or imminent incident.
Exception Reports	means the exception process which will govern delivery of the Programme. This will describe actual or anticipated deviations from the agreed scope and value of the ESN Services, Implementation Plan and/or Level 4 Plan and appropriate mitigating actions. The report will allow the appropriate governance body to recommend a path forward for the product or workstream team to enact but such reports shall not in any way amend, override or prejudice the Parties' respective rights, remedies and obligations otherwise set out in this Agreement, in particular Notifiable Defaults, the Rectification Plan Process and/or the Change Control Procedure, which shall be unaffected by such reports;
Excess Connections	has the meaning given in Paragraph 8.2(d) of Part A of Schedule 7.1 (Charges and Invoices);
Exclusive Assets	those Assets used by the Supplier or a Key Sub-contractor which are used exclusively in the provision of the Services as defined in Annex 2 of Schedule 8.5 (Exit Management);
Exit Charges Cap	means the maximum Charges payable by the Authority to the Supplier for the performance of the Termination Services in accordance with the Current Exit Plan;
Exit Criteria	the criteria that must be satisfied before a Test Event can complete as defined in the Test Plan;
Exit Information	has the meaning given in Paragraph 4.1 of Schedule 8.5 (Exit Management);
Exit Management	services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to the Authority and/or a Replacement Supplier, as set out or referred to in Schedule 8.5 (Exit Management);
Exit Manager	the person appointed by each Party pursuant to Paragraph 3.1 of Schedule 8.5 (Exit Management);
Exit Plan	the plan produced and updated by the Supplier during the Term in accordance with Paragraph 5 of Schedule 8.5 (Exit Management);
Expedited Dispute	the reduced timetable for the resolution of Disputes set out in

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Timetable	Paragraph 2 of Schedule 8.3 (Dispute Resolution Procedure);
Expert	in relation to a Dispute, the person appointed by the Parties in accordance with Paragraph 5.2 of Schedule 8.3 (Dispute Resolution Procedure) to act as an expert in relation to that Dispute;
Expert Determination	the process described in Paragraph 5 of Schedule 8.3 (Dispute Resolution Procedure);
Expiry Date	means the date of the expiry of the Term;
Extension Period	a period of 6 months from the end of the Term;
External Competency Assessment	has the meaning given in Part B Paragraph 9.5 of Schedule 2.2 (Performance Levels);
External Equipment Interface	an interface between the User Client and an externally hosted 3rd party application, connected to a User Device via a local communications interface supported by the User Device, that enables the externally hosted 3rd party application to control and use the Public Safety Communications Services via the User Client;
Fair Deal Employees	those Transferring Authority Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal and any Transferring Former Supplier Employees who originally transferred pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), from employment with a public sector employer and who were once eligible to participate in the Schemes and who at the Relevant Transfer Date become entitled to the protection of New Fair Deal;
Final Reconciliation Report	the final reconciliation report to be provided by the Supplier to the Authority pursuant to Paragraph 1 of Part B, Schedule 7.5 (Financial Reports and Audit Rights);
Final Service Point Calculation	has the meaning given to that term in Paragraph 4.3 of Part A of Schedule 2.2 (Performance Levels);
Financial Distress Event	the occurrence of one or more of the events listed in Paragraph 3.1 of Schedule 7.4 (Financial Distress);
Financial Distress Service Continuity Plan	a plan showing how the Supplier can continue to provide the Services in accordance with the Performance Indicators and the other terms of this Agreement during a Financial Distress Event;
Financial Model	has the meaning given in Schedule 7.7 (Financial Model);

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Financial Reports	the Contract Inception Report and the reports listed in the table in Paragraph 1.1 of Part B, Schedule 7.5 (Financial Reports and Audit Rights);
Financial/ Commercial Representative	a reasonably skilled and experienced member of the Supplier's staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the Open Book Data and Financial Reports;
Financial Transparency Objectives	has the meaning given in Paragraph 1 of Part A, Schedule 7.5 (Financial Reports and Audit Rights);
Financial Year	the period from 1 April in one calendar year and ending on 31 March the following calendar year;
First Office Application or FOA	means the first deployment of equipment or technology into an actual customer environment after internal test and acceptance phase is completed;
Fix Time	the time described in Part C Paragraph 14.2 of Schedule 2.2 (Performance Levels) being the time taken to close a Service Incident to the satisfaction of the Authority or the User Organisation as the context requires;
Floor Control	Floor Control controls the Half Duplex transmission in One-to-One or Group Calls. Only one User is allowed to transmit at a given time with other User(s) in the call receiving traffic from that User;
FOIA	the Freedom of Information Act 2000 and the Freedom of Information Act (Scotland) 2002 (where applicable) and any subordinate legislation made under those Acts from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant Central Government Body in relation to such Act;
Force Majeure Event	means the occurrence after the Effective Date of: (a) war, civil war, armed conflict or terrorism; or (b) nuclear, chemical or biological contamination unless the source or the cause of the contamination is the result of the actions of or breach by the Supplier or its Sub-contractors; or (c) pressure waves caused by devices travelling at supersonic speeds, which directly causes either party to be unable to comply with all or a material part of its obligations under this Agreement;

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Force Majeure Notice	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
Forecast Contingency Costs	the costs set out in the column headed "Forecast Contingency Costs" in the Risk Register (as such costs are updated from time to time);
Former Supplier	a supplier supplying services to the Authority 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);
Forward Schedule of Change	has the meaning given to that term in Paragraph 15.1 of Schedule 8.2 (Change Control Procedure);
FTE	means the full time equivalent hours of 2,080 hours per annum;
Full Duplex	a call in which both Called and Calling Parties can transmit simultaneously;
Gate	has the meaning given to it in Paragraph 13.4 of Schedule 6.1 (Implementation Plan);
Gateway Device	a device that can be fitted into a vehicle and operate as an eNodeB to extend communications in one of two modes: (i) when connected to the Gateway Solution in order to extend Coverage and to provide access to the US Supplier Services; or (ii) when isolated from the Gateway Solution to provide a standalone Public Safety Communications Service capability;
GDPR	means the General Data Protection Regulation (Regulation (EU) 2016/679);
General Anti Abuse Rule	(a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
General Change in Law	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
Gn	interface defined by 3GPP between the US Mobile Network Gateway and the MS legacy network;
Good Industry Practice	at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert

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	supplier of services similar to the Services to a customer like the Authority, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;
Good Value	in relation to a Benchmarked Service is where having taken into account, the: (a) Charges attributable; and (b) the Performance Indicators and Minimum Service Thresholds applicable, to the Benchmarked service, the value for money respectively of the Charges, Performance Indicators and Minimum Service Thresholds is equal to or better than the value for money of the Upper Quartile's charges and service levels for the Comparable Service using Equivalent Services Data;
Goods	has the meaning given in Clause 9.7 (Supply of Goods);
Governance Framework	the contract governance framework structure as developed by the Authority encompassing Schedule 8.1 (Governance) and the Authority only governance forums related to the management of this Agreement;
Governance Parties	the Authority, the Supplier, and the Other ESN Suppliers;
Gp	Roaming based interface defined by 3GPP between the US Mobile Network Gateway and the MS legacy network;
Gr	interface defined by 3GPP between the Mobile Subscriber Server and the MS legacy network;
Group Assignment	the action of allocating, Over the Air, a Communications Group to one or more User Devices so the Communications User can attach to the Group, active or monitor mode;
Group Boundary	the outline of a group's geographical restriction area;
Group Call	a Half Duplex voice or data call between members of a Communications Group which involves one or more transmissions controlled with a mechanism to arbitrate who is allowed to transmit at any one time (i.e. Floor Control);
Group Call Setup Priority	a priority level assigned to a Communications Group. This is used by the Call Set Up Service to determine which Group Calls shall take priority in a resource queue when no Communications Resources are immediately available;
Group Call Setup Time	has the meaning given to that term in KPI USP2, in Schedule

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	2.2 (Performance Levels);
Group Member	a radio or control room User who has selected a Communications Group (Active or Monitored). See also Attached User;
Group or Related Party Supply	any transactions, including supply of good or services and financing arrangements, between the Supplier and another party within the same corporate group – including parents, other group subsidiary companies and joint ventures;
Group Owner	a radio or control room User who has permissions to clear a group call. Normally this is the call originator but an Authorised User can give ownership to another active group member. The ESN itself can also clear a group call (e.g. timer expiry or pre-emption);
Group Transition Commencement Criteria	means the criteria set out in Paragraph 14.2 of Schedule 6.1 (Implementation Plan);
Guarantee	the deed of guarantee in favour of the Authority entered into by the Guarantor on or about the date of this Agreement (which is in the form set out in Schedule 10 (Guarantee), or any guarantee acceptable to the Authority that replaces it from time to time;
Guarantor	Motorola Solutions Inc, a company registered in the United States of America with company number 36-1115800 and whose principal office is at 500 W Monroe Street, Ste 4400 Chicago, IL 60661-3781 USA;
HADRIAN	Home Office Supplier Information Assurance process including a self-assessment questionnaire against the ISO standards, and/or a site audit;
Half Duplex	a call in which only one party can transmit at any given time;
Halifax Abuse Principle	the principle explained in the CJEU Case C-255/02 Halifax and others;
Hang Time	a timer for Half Duplex call types which measures the period for which necessary resources remain allocated after the PTT function is released by a User, and during which it is possible to resume transmission without experiencing further Call Set up delay. Expiry of the timer can be used to clear down the Communications Group call;
Heads of Terms	the heads of terms relating to ESMCP Lot 2 entered into by the Parties on the HoT Effective Date;

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High Risk	the risk category calculated according to the Risk Matrix;
HMG Accreditation	shall have the meaning set out in the Security Policy Framework;
HMG Personnel Security Controls	describes the government's personnel security and national security vetting policies and how the processes work as set out in Cabinet Office publication titled 'HMG Personnel Security Controls';
HMRC	HM Revenue & Customs;
Hook Signalling	signalling type used in Call Setup where an alerting message (ring tone) is sent to the called User and the calling User waits for a positive response (off hook) before the call is setup;
Hot Mic	a function that enables a User Device (normally the Calling Party) to have transmit permission without the User activation of the PTT function. The transmit item can be Pre-empted as part of the Floor Control priority regime;
Hot-Key	allocation of a key/icon on a User Device that will be pre-programmed to carry out a particular function when the key/icon is pressed and held;
HoT Effective Date	21 September 2018;
Hypercare Service	the Hypercare service delivered pursuant to CR329 dated 21 September 2018;
IDD	International Direct Dial;
Identity	a set of characteristics by which a User can be identified, including Role, User Organisation, Call Sign or name and numbers and "**Identifier**" shall be interpreted accordingly;
Impact Assessment	an Initial Impact Assessment or a Technical Impact Assessment as the context requires;
Implementation	means the period commencing on the Effective Date and concluding on the date of Achievement of the Milestone L2.69.1 - Transition fully complete;
Implementation Plan	the Level 1 Plan, Level 2 Plan and Level 3 Plan and, once it is agreed in accordance with Paragraph 9 of Schedule 6.1 (Implementation Plan), the Transition Plan, as each are updated in accordance with Schedule 6.1 (Implementation Plan) from time to time;
Implementation Services	means the Services to be carried out by the Supplier during

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	Implementation;
Incident	An unplanned interruption to service An incident is also referred to as a "service disruption".
Implemented	means the date of issue by the Authority of the Milestone Achievement Certificate for Milestone L2.69.1 - Transition fully complete;
Incident Identification Time	the time at which an Incident is raised by / with the Supplier as described in Part C Paragraph 13.5 of Schedule 2.2 (Performance Levels);
Incident Log	the Supplier's solution for recording, reporting and managing Incidents with the Services as further described in Part C: Paragraph 13.1 of Schedule 2.2 (Performance Levels);
Incidental Coverage	any geographical area where Mobile Communication Services are accessible beyond the required Coverage;
Incidental Marine Coverage	includes any Incidental Coverage within Territorial Waters;
Indemnified Person	the Authority and each and every person to whom the Authority (or any direct or indirect sub licensee of the Authority) sub licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with this Agreement;
Indemnifier	has the meaning given to it in Paragraph 1.1 of Schedule 8.7 (Conduct of Claims);
Indexation and **Index**	the adjustment of an amount or sum in accordance with Paragraph 6 of Part B of Schedule 7.1 (Charges and Invoicing);
Information	all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);
Initial Impact Assessment	has the meaning given in Paragraph 8.3.1 of Schedule 8.2 (Change Control Procedure);
Initial Incident Investigation Conclusion	the initial response to the Authority by the Supplier setting out the details of any Service Incident, results of the Supplier's preliminary investigations as to the cause of the Service Incident and action and time frames proposed by the Supplier to achieve Resolution of the Service Incident in accordance with Part C Paragraph 13.7 of Schedule 2.2 (Performance Levels);
Initial Incident	the time taken by the Supplier to complete its initial investigation

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Investigation Conclusion Time	of a potential Incident as further described in Part C Paragraph 13.8 of Schedule 2.2 (Performance Levels);
Interim Service desk	means any and all services described in Paragraph 7.5.b of Schedule 2.1 (Services Description) excluding provision of the full ESN Service Management Desk and the Self Service Portal.
Initial Service Period	has the meaning given to that term in Paragraph 3 of Part A of Schedule 2.2;
Initial Review	has the meaning given to that term in Paragraph 4.2 or 5.2 of Schedule 8.2 (Change Control Procedure), as applicable;
Insolvency Event	(a) the other Party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or: (i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986; (b) the other Party commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party; (c) a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party; (d) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within fourteen (14) days; (e) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part

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	of its business; (f) where the other Party is a company, a LLP or a partnership: (i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party; (ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over the other Party; (iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver; or (iv) (being a partnership) the holder of an agricultural floating charge over the assets of that other Party has become entitled to appoint or has appointed an agricultural receiver; or (g) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;
Insurances	has the meaning given to that term in Paragraph 1.1 of Schedule 2.5 (Insurance Requirements);
Insured	has the meaning as given in Paragraph 1 of Part A and B of Annex 1 of Schedule 2.5 (Insurance Requirements);
Integration Test	a Test Event to ensure that the interfaces between each ESN Supplier Solution and between the ESN Tested Services, User Organisations and non-ESN Suppliers operate in accordance with the specified Interface Control Documents;
Intellectual Property Rights or **IPRs**	(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website

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	addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information; (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and (c) all other rights having equivalent or similar effect in any country or jurisdiction;
Interconnect Framework Vendors	the vendors on Crown Commercial Services framework RM 1045;
Interface Control Document or ICD	the document that describes the interface or interfaces between systems, including the documents described in Paragraph 3.2 of Part A of Schedule 2.1 (Services Description);
Intervention Cause	has the meaning given in Clause 29.1(b) (Remedial Adviser);
Intervention Notice	has the meaning given in Clause 29.1 (Remedial Adviser);
Intervention Period	has the meaning given in Clause 29.2(c) (Remedial Adviser);
Intervention Trigger Event	(a) any event falling within limb (a), (b), (c), (e), (f) or (g) of the definition of a Supplier Termination Event; (b) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services; (c) the Supplier accruing in any period of 3 months an aggregate number of Service Points which is 75% of the Service Points required to constitute a “Critical Performance Failure”; (d) the Supplier accruing Service Credits which meet or exceed 75% of the Service Credit Cap; and/or (e) the Supplier not Achieving a Key Milestone within seventy five (75) days of its relevant Milestone Date;
IPRs Claim	any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPRs save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of any Relevant IPRs, or the use of the Authority Software by or on behalf of the Supplier, in either case in combination with any item not supplied or recommended by the Supplier pursuant to this Agreement or for

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	a purpose not reasonably to be inferred from the Services Description or the provisions of this Agreement;
ISMS or Information Security Management System	the information security management system and processes developed by the Supplier in accordance with Paragraph 3 of Schedule 2.4 (Security Management) as updated from time to time in accordance with Schedule 2.4 (Security Management);
IT	information and communications technology;
IT Environment	the Authority System and the Supplier System;
ITIL	the Information Technology Infrastructure Library practices for IT service management 2011 version as owned by HM Government;
Key Milestone	the Milestones identified in the Implementation Plan as key milestones and in respect of which Delay Payments may be payable in accordance with Paragraph 2 of Part B of Schedule 7.1 (Charges and Invoicing) if the Supplier fails to Achieve the Milestone Date in respect of such Milestone;
Key Milestone Group	the groups of key milestones as specified in Table 7 of Annex 1 of Schedule 7.1 (Charges and Invoicing) for all ESN Suppliers;
Key Performance Indicator or **KPI**	those performance indicators described in Part A of Schedule 2.2 (Performance Levels) as key performance indicators or KPIs;
Key Period	has the meaning given to that term in Paragraph 2.1 of Part C of Schedule 7.1 (Charging and Invoicing);
Key Personnel	those persons appointed by the Supplier to fulfil the Key Roles, being the persons listed in Schedule 9.2 (Key Personnel) against each Key Role as at the Effective Date or as amended from time to time in accordance with Clauses 14.5 and 14.6 (Key Personnel);
Key Roles	a role described as a Key Role in Schedule 9.2 (Key Personnel) and any additional roles added from time to time in accordance with Clause 14.4 (Key Personnel);
Key Sub-contract	each Sub-contract with a Key Sub-contractor;
Key Sub-contractor	any Sub-contractor: (a) which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or (b) with a Sub-contract with a contract value which at the

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	time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Agreement (as set out in the Financial Model);
Know-How	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the Services but excluding know how already in the other Party's possession before this Agreement;
Knowledge Management Strategy	a document in which the Supplier's strategy for Knowledge Management is defined;
Known Error Database	a database of problems with documented root causes and workarounds;
Kodiak	Kodiak Networks Inc., (a Motorola Solutions company) of 1501 10th Street, Suite 130, Plano, Texas 75074;
Kodiak Specification	at the relevant time, the then current specification for the relevant release of the Supplier Application as described in Paragraph 1 of Part E to Schedule 4.1 (Supplier Solution);
KPI Failure	a failure to meet the Minimum Service Threshold in respect of a Key Performance Indicator;
KPI Service Threshold	In respect of a KPI shall be as set out against the relevant Key Performance Indicator in Part C of Schedule 2.2 (Performance Levels);
KPI Service Threshold Failure	means a KPI Failure where the Supplier's level of performance breaches the applicable KPI Service Threshold for such KPI as denoted in Part C of Schedule 2.2 under the description "KPI Service Threshold" save that the term excludes Minor KPI Failures, Serious KPI Failures and Severe KPI Failures;
Late Entry	a feature that enables members of a Communications Group to join an ongoing Group Call, when they were not available at the Call Setup;
Late Notice Operational Change	a type of Unplanned Operational Change as categorised and defined in Paragraph 8.5.1(g) of Schedule 8.2 (Change Control Procedure);
Law	any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with

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	which the Supplier is bound to comply;
Law Enforcement Purposes	means as it is defined in DPA 2018;
LCIA	has the meaning given to that term in Paragraph 6.5 of Schedule 8.3 (Dispute Resolution Procedure);
LDAP	the Lightweight Directory Access Protocol; an industry standard application protocol for accessing and maintaining distributed directory information services over an Internet Protocol (IP) network;
LED	means the Law Enforcement Directive (Directive (EU) 2016/680)
Level 1 Plan	the document set out in Part A of Annex 1 of Schedule 6.1 (Implementation Plan) as may be amended from time to time in accordance with this Agreement;
Level 2 Plan	the document set out in Part B of Annex 1 of Schedule 6.1 (Implementation Plan) as may be amended from time to time in accordance with this Agreement;
Level 3 Plan	the plan of that name further described in paragraph 5.1 of Schedule 6.1 (Implementation Plan) as may be amended from time to time in accordance with this Agreement;
Level 4 Plan	a plan compliant with Paragraph 6.1 and the other provisions of Schedule 6.1 (Implementation Plan) that relate to the Level 4 Plan;
Level 5 Plan	a plan compliant with Paragraph 2.5 and the other provisions of Schedule 6.1 (Implementation Plan) that relate to the Level 5 Plan;
Licensed Software	all and any Software licensed by or through the Supplier, its Sub-contractors or any third party to the Authority for the purposes of or pursuant to this Agreement, including any Supplier Software, Third Party Software and/or any Specially Written Software;
List Price Standard Contract Change	a Standard Contract Change other than Non-Costed Standard Contract Changes that requires the Supplier to change the Configuration of the Services from the current Configuration Baseline agreed by the Parties (for example, for Software, to deploy standardly available software that provides additional functionality) and where such type of Contract Change is listed in the Supplier's Standard Contract Change List. Such List Price Standard Contract Changes are to be charged at the rates

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	set out in the Supplier's Standard Contract Change List;
Locally Contracted Suppliers	(a) User Device suppliers; (b) vehicle installers; (c) Control Room upgrade suppliers; and (d) additional transition support suppliers;
Location Services	Services whereby the geographical position of Users or Vehicles is reported remotely in near real time;
Log	has the meaning given in Clause 23.12(a);
Long Term Evolution (LTE)	mobile communication systems defined in the 3GPP standards with the titles of Long Term Evolution (LTE) and Long Term Evolution - Advanced (LTE-Advanced);
Losses	losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
Low Risk	the risk category calculated according to the Risk Matrix;
Major Feature(s)	shall mean in respect of releases after release 10.0 of the Supplier Application, any feature which is not a Standard Feature;
Maintenance Plan	a plan for the operations and maintenance support of the all hardware and software deployed to support the Services as part of the Service Management Framework;
Maintenance Schedule	shall have the meaning set out in Clause 9.4 (Maintenance);
Major Operational Trial	a Trial forming part of the Service Acceptance Test to demonstrate the ability of the ESN Tested Services to operate in accordance with requirements set out in set out in Schedules 2.1 and 2.2 and are able to support the business processes of User Organisations during periods of high demands on the ESN Services, as further specified in Schedule 6.2, Annex 2;
Major Service Incident	a Service Incident of high priority or impact that requires resolution using the Major Service Incident process;
Major Release	has the meaning given to it in Paragraph 13.3.2 of Schedule 6.1 (Implementation Plan);
Malicious Software	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed,

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	and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
Management Information	the management information specified in Schedule 2.2 (Performance Levels), Schedule 7.1 (Charges and Invoicing) and Schedule 8.1 (Governance) to be provided by the Supplier to the Authority;
Master ICD Reference Set	a set of all ICDs and Service Component ICDs for ESN agreed with the Authority, maintained by the US Supplier;
Master Catalogue Service	the functionality defined in Paragraph 6.4 of Part A of Schedule 2.1 (Services Description);
Material Change	a Change which: (a) materially changes the profile of the Charges; or (b) varies the total Charges payable (excluding VAT) during the Term (as forecast in the latest Financial Model) by: (i) 5% or more; or (ii) £1m or more;
Material KPI Failure	(a) a Serious KPI Failure; (b) a Severe KPI Failure; or (c) a KPI Service Threshold Failure, relating to a KPI;
Material PI Failure	(a) a Serious KPI Failure; (b) a Severe KPI Failure; or (c) a KPI Service Threshold Failure, relating to an SPI;
Material Test Issue	a Test Issue of Severity Level 1 or Severity Level 2;
Maximum Delay	has the meaning given to that term in KPI USP1, in Schedule 2.2 (Performance Levels);
Maximum Messaging Delivery Time	has the meaning given to that term in KPI USP5 in Schedule 2.2 (Performance Levels);

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Maximum One-to-One Call Initial Set Up Time	has the meaning given to that term in KPI USP3, in Schedule 2.2 (Performance Levels);
Maximum Permitted Supplier Cash Margin Percentage	the Anticipated Contract Life Supplier Cash Margin Percentage plus a further 10 percentage points;
MCPTT	Mission Critical Push To Talk;
MCPTT Call	has the meaning of Full Duplex One-to-one call, Half Duplex PTT One-to-One call or a voice Group Call;
Mean Opinion Score	Mean Opinion Score based on ITU-T Recommendation P.863: Perceptual objective listening quality assessment;
Mediation Notice	has the meaning given in Paragraph 3.3 of Schedule 8.3 (Dispute Resolution Procedure);
Mediator	the independent third party appointed in accordance with Paragraph 4.2 of Schedule 8.3 (Dispute Resolution Procedure) to mediate a Dispute;
Messaging Delivery Time	has the meaning given to that term in KPI USP5 in Schedule 2.2 (Performance Levels);
Metadata and Document Control Standards	the information tags required by the Authority to describe aspects such as context, accuracy, currency of deliverables as set out in Annex B of Schedule 2.1 (Services Description): Metadata and Document Control Standard;
Mid Transition Service Status Report	the report described in Paragraph 11.3 of Schedule 6.1 (Implementation Plan);
Milestone	an event or task described in the Implementation Plan which, if applicable, shall be completed by the relevant Milestone Date;
Milestone Achievement Certificate	the certificate to be granted by the Authority when the Supplier has Achieved a Milestone, which shall be in substantially the same form as that set out in Annex 1 of Schedule 6.2 (Testing and Assurance Procedures);
Milestone Adjustment Payment Amount	in respect of each CPP Milestone the subject of a Milestone Adjustment Payment Notice, an amount determined in accordance with the formula: A – B where: (a) A is an amount equal to the aggregate sum of all Collective Performance Incentive Payments paid to the Supplier in respect of the Milestones (or in the case of Partial Termination, the Milestones for the parts of the

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	Services terminated) relating to that CPP Milestone; and (b) B is an amount equal to the aggregate Allowable Price for the Retained Deliverables relating to that CPP Milestone or, if there are no such Retained Deliverables, zero;
Milestone Adjustment Payment Notice	has the meaning given in Clause 34.7 (Payments by the Supplier);
Milestone Criteria Document or MCD	in respect of (i) the relevant ESN Product, the relevant Milestone criteria document set out in Annex 1C of Schedule 6.1 (Implementation Plan); and (ii) Transition, the Milestone criteria document to be agreed in accordance with Paragraph 9.4 of Schedule 6.1 (Implementation Plan);
Milestone Date	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
Milestone Definition Document	the form of document set out in Annex 2 of Schedule 6.1 (Implementation Plan);
Milestone Owner	the supplier identified in the Outline Implementation Plan as responsible to Achieve the relevant Milestone;
Milestone Payment	a payment identified in Schedule 7.1 (Charges and Invoicing) to be made following the issue of a Milestone Achievement Certificate;
Minimum Service Threshold	in respect of the applicable Service, the minimum level of performance which is required by the Authority, as set out against the relevant Performance Indicator in Part C of Schedule 2.2 (Performance Levels);
Minor KPI Failure	shall be as set out against the relevant Key Performance Indicator in Part C of Schedule 2.2 (Performance Levels);
Minor Release	has the meaning given to it in Paragraph 13.5 of Schedule 6.1 (Implementation Plan);
Mobile Communications Service	the mobile communications service to be provided by the MS Supplier, and include all elements of MS Supplier services accessible via the Mobile Radio Network Interface, including use of Bearers, telephony services, telephony supplementary services, and use of short messaging and multimedia messaging;
Mobile Network	the mobile communications network to be supplied by the MS Supplier as part of the MS Supplier Solution;

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Mobile Network Gateway	the platform in the Supplier Solution that terminates Bearer from the Supplier Solution, implementing the 3GPP Packet Data Network Gateway (PGW) and Gateway GPRS Support Node (GGSN) functions;
Mobile Subscriber Server	the platform in the US Supplier's Solution implementing the 3GPP Home Subscriber Server (HSS) and Home Location Register (HLR) functions;
Mobilisation	means the Phase in the period commencing on the Effective Date and concluding on the date of Achievement of the Milestone 32 - Prime - Exit of Gate 5 (Mobilisation Complete);
Mobilisation Completion Date	means the date of Achievement of the Milestone: Milestone 32 - Prime Exit of Gate 5 (Mobilisation Complete);
Mobilisation Milestones	the Milestones set out in Annex 1B of Schedule 6.1 (Implementation Plan) as may be amended from time to time in accordance with this Agreement;
Month	a calendar month and "**monthly**" shall be interpreted accordingly;
MS Network	the network provided by the MS Supplier;
MS Supplier	the supplier awarded the Lot 3 contract under the OJEU reference number 2014/S 077-133654 or any successor or replacement supplier or suppliers;
MS Supplier Reference System	the components of the ESN Reference System provided by the MS Supplier;
MS Supplier Solution	the MS Supplier's solution for the provision of its contracted services under its ESN services agreement with the Authority;
MS Supplier's Other Customers	the customers of the MS Supplier's commercial network;
Multi-Party Dispute	a dispute which involves the Parties and one or more Related Third Parties;
Multi-Party Dispute Representatives	has the meaning given in Paragraph 8.6 of Schedule 8.3 (Dispute Resolution Procedure);
Multi-Party Dispute Resolution Board	has the meaning given to it in Paragraph 8.6 of Schedule 8.3 (Dispute Resolution Procedure);
Multi-Party Dispute Resolution Procedure	has the meaning given in Paragraph 8.1 of Schedule 8.3 (Dispute Resolution Procedure);

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Multi-Party Procedure Initiation Notice	has the meaning given in Paragraph 8.2 of Schedule 8.3 (Dispute Resolution Procedure);
Multi-Supplier Governance Boards	the Boards set out in Paragraph 7 of Schedule 8.1 (Governance) with the Terms of Reference and representation for each Multi-Supplier Governance Board set out in Annexes 2 and 4 of Schedule 8.1 (Governance) respectively;
National Transition Commencement Criteria	means the criteria set out in Paragraph 14.1 of Schedule 6.1 (Implementation Plan);
Near Real Time	in real time, or live, subject to time delays arising from automated data processing, communication and transmission by information and communications technologies and equipment;
Net Book Value	the net book value of the relevant Asset(s) calculated in accordance with the Depreciation Policy;
Network Approval Testing	a testing and certification service to verify the correct interworking of third party systems needing to connect to ESN Services, including: (a) Control Room Systems; (b) User Devices and Applications; and (c) external communications systems;
Network Approved User Devices	User Devices, with defined hardware and software configuration, that have been approved for connection to the ESN through the Network Approval Testing Service;
New Fair Deal	the revised Fair Deal position set out in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013;
New Releases	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
NHS Specific Change in Law	any Change in Law which solely affects or solely relates to any or all of the National Programme for IT, the Authority, the Authority Service Recipients and the Services, but excluding any Change in Law that would have been reasonably foreseeable at the Effective Date by an experienced contractor performing services similar to the relevant Services on the basis of draft bills published in Government, green or white papers or other Government departmental consultation papers, bills, draft statutory instruments or draft instruments or proposals

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	published in the Official Journal of the European Communities, in each case published prior to the Effective Date;
Non-Costed Standard Contract Change	a type of Standard Contract Change that requires the Supplier to change the Services (for example, to deploy resource additional to the Service Resource Baseline to undertake responsibilities outside the original scope of the Services) save that the term shall exclude any Bespoke Contract Change or List Price Standard Contract Change. Such Non-Costed Standard Contract Changes are to be charged at rates to be agreed by the Parties in accordance with Schedule 8.2 (Change Control Procedure);
Non-Critical Service Bearers	Bearers Types labelled 6, 7 and 8 that are expected to be used by Users but carrying non-critical communications, as set out in Annex H -Bearer and Connection Types of Schedule 2.1 (Services Description);
Non-Depreciable Asset	has the meaning set out in Paragraph 1 of Annex 5 to Schedule 8.5 (Exit Management);
Non-Exclusive Assets	those 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 of material value as defined in Annex 2 of Schedule 8.5 (Exit Management);
Non-retained Deliverables	in relation to a CPP Milestone Payment Notice and each CPP Milestone the subject of that CPP Milestone Payment Notice, Deliverables provided to the Authority which relate to the relevant CPP Milestone(s) and which are not Retained Deliverables;
Non-Services Affecting Operational Change	has the meaning given to that term in Paragraph 11 of Schedule 8.2 (Change Control Procedure);
Non-transferable Assets	those of the Assets (if any) listed in Annex 2 of Schedule 8.5 (Exit Management) as Non-transferable Assets and any Assets identified in the Exit Plan as a Non-transferable Assets;
Non-trivial Customer Base	a significant customer base with respect to the date of first release and the relevant established market but excluding Affiliates and other entities related to the licensor;
Notifiable Default	shall have the meaning given in Clause 27.1 (Rectification Plan Process);
Notified Sub-contractor	a Sub-contractor identified in the Annex to Schedule 9.1 (Staff Transfer) to whom Transferring Authority Employees and/or Transferring Former Supplier Employees will transfer on a

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	Relevant Transfer Date;
Object Code	software and/or data in machine-readable, compiled object code form;
Occasion of Tax Non-Compliance	(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on of after 1 April 2013 to be incorrect as a result of: (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or (b) any tax return of the Supplier's submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a penalty for civil fraud or evasion;
One-to-One	communications between two individual Users, including combinations of: (a) User Device to User Device; and (b) User Device to/from Control Room Systems;
One-to-One Call Initial Set Up Time	has the meaning given to that term in KPI USP3, in Schedule 2.2 (Performance Levels);
Open Book Data	complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Term, including details and all assumptions relating to: (a) the Supplier's costs broken down against each 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;

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	(b) operating expenditure relating to the provision of the Services including an analysis showing: (i) the unit costs and quantity of consumables and bought-in services; (ii) 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; (iii) a list of costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier's margin; and (iv) Reimbursable Expenses; (c) Overheads; (d) Any Group and Related Party Supply, including financing; (e) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services; (f) the Supplier accounting profit and Supplier Cash Margin achieved over the Term and on an annual basis; (g) 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; (h) 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 (i) the actual Costs profile for each Service Period;
Open Source Software	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPRs 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;

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Open Standards	a publicly available standard commonly adopted by and developed, approved and maintained via collaborative and consensus driven process. The adoption of Open Standards by the Supplier Solution is intended to facilitate interoperability and data exchange among different products or services delivered by ESN Suppliers;
Operating Environment	the Authority System and the Sites;
Operating Level Agreement or OLA	the operating level agreement entered into between by the Delivery Partner, the Supplier, the MS Supplier, the ES Supplier (if applicable) and the Authority (together with any other relevant third parties) on or around the Effective Date and (other than in interpreting Clause 4.2) as may be varied or replaced from time to time by agreement between the parties to the same;
Operational Acceptance Test	a Test Event to ensure that the ESN Tested Services can be successfully deployed into, managed and supported in the live environment;
Operational Change	a Change that is to be deployed as part of day to day operations (including, for example, without limitation, a security patch or configuration update) or a pre-approved Change that is Low Risk or considered by the Authority to be of low risk, relatively common and follows a procedure or work instruction (including, for example, without limitation, provision of standard equipment to a new employee), such Change which may be categorised into one of two categories, being either a Planned Operational Change or Unplanned Operational Change;
Operational Change Management Policy	Change Management Policy as defined by ITIL as set out in Paragraph 8.3.16 of Part A of Schedule 2.1 (Services Description);
Operational Change Manager	the Change Manager shall be responsible for oversight of changes carried out, as set out in Paragraph 8.3.67 of Part A of Schedule 2.1 (Services Description);
Operational Change Request	a Change Request for an Operational Change;
Operational Data	data on the operation of the service that is stored and made available to Users as part of day-to-day business operations, and which can be configured by Users into reports to provide Operational Information;
Operational Duties	duties that involve day-to-day business-as-usual operations of User Organisations such as event planning, emergency

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	response, supervisors, dispatch coordinator;
Operational Hours	means 24 hours a day every day without interruption;
Operational Impact Assessment	the assessment of the impact of Operational Changes on the Services and on the capability of any of the Emergency Services to be undertaken pursuant to Paragraph 8 of Schedule 8.2 (Change Control Procedure);
Operational Service Commencement Date	means: (a) for the purpose of clause 5.3(b), in relation to an Operational Service, the later of: (i) the date identified in the Operational Services Implementation Plan upon which the Operational Service is to commence; and (ii) where the Implementation Plan states that the Supplier must have Achieved the relevant ATP Milestone before it can commence the provision of that Operational Service, the date upon which the Supplier Achieves the relevant ATP Milestone; and (b) for all other purposes, in relation to an ESN Product, immediately after the date upon which such ESN Product passes the exit criteria for Gate 6 in accordance with Schedule 6.1 (Implementation Plan);
Operational Services	means: (i) for the purpose of clause 5.3(b), the operational services described as such in the Services Description; and (ii) for all other purposes, in respect of an ESN Product, the Services to be carried out by the Supplier as from the Operational Services Commencement Date;
Operational Status Information	the information sent by a User from a User Device showing their availability for duty;
Operational Support Systems	systems and Software applications that support back-office activities which operate the Supplier's Solution and maintain the User Services;
Optional Services	the services described as such in Part A of Schedule 2.1 (Services Description) which are to be provided by the Supplier if required by the Authority in accordance with Clause 5.11

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	(Optional Services);
Optional Services Implementation Plan	the implementation plan to effect the Optional Services agreed between the Parties prior to the Effective Date and, if not agreed prior to the Effective Date, to be developed by the Supplier and approved by the Authority;
Ordinary Exit	any termination of this Agreement which occurs: (a) pursuant to Clause 33 (Termination Rights) where the period of notice given by the Party serving notice to terminate pursuant to such Clause is greater than or equal to 6 months; or (b) as a result of the expiry of the Term or any Extension Period;
Other ESN Suppliers	(a) the Delivery Partner; (b) the MS Supplier; (c) the ES Supplier; (d) the Air-to-Ground Supplier;
Other Supplier	any supplier to the Authority and/or a User Organisation (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware;
Over The Air	the ability to interact with a User Device using a wireless network. i.e. without any physical connection required to the User Device;
Overhead	those amounts which are intended to recover a proportion of the Supplier's or the Key Sub-contractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and accordingly included within limb (a) of the definition of "Allowable Costs";
Parliament	as the context requires, any or all of the UK Parliament, the Scottish Parliament, and the Welsh Parliament;
Partial Termination	the partial termination of this Agreement to the extent that it relates to the provision of any part of the Services as further provided for in Clause 33.2(b) (Termination by the Authority) or 33.3(b) (Termination by the Supplier);

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Parties and Party	have the meanings respectively given on page 1 of this Agreement;
Partitioning	the ability to define sets of Users that are only allowed to manage and administer each other , typically a User Organisation. It shall be possible to arrange Partitions hierarchically so that Roles and permissions can be delegated. "**Partition**" shall be construed accordingly;
Payment and Collections Service	has the meaning set out in Paragraph 7.2.30 of Part A of Schedule 2.1 (Services Description);
Payment Milestone	means a Milestone, the Achievement of which triggers payment of the applicable Milestone Payment to the Supplier;
PBX	Private Branch Exchange;
PCRF	Policy and Charging Rules Function as defined by 3GPP ;
PDD or **Product Definition Document**	in respect of the relevant ESN Product, the relevant product definition document set out in Annex 5 of Schedule 6.1 (Implementation Plan) which details (amongst other things) the business features of the relevant ESN Product;
Performance Failure	a KPI Failure or a PI Failure;
Performance Indicators	the Key Performance Indicators and the Subsidiary Performance Indicators;
Performance Monitoring Reports	has the meaning given in Paragraph 9.1 of Part B of Schedule 2.2 (Performance Levels);
Performance Review Meeting	the regular meetings between the Supplier and the Authority to manage and review the Supplier's performance under this Agreement, as further described in Part B of Schedule 2.2 Performance Levels);
Performance Test	a Test Event to ensure that the ESN Services operate in accordance with the performance and Coverage requirements set out in Schedules 2.1 and 2.2;
Permitted Maintenance	the periods of time when a Supplier may make a Service un-Available without accruing Service Credits as further described in Paragraph 7 of Part A of Schedule 2.2 (Performance Levels);
Personal Data	personal data (as defined in the Data Protection Legislation) which is Processed by the Supplier or any Sub-contractor on behalf of the Authority or a Central Government Body pursuant to or in connection with this Agreement;

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Personal Data Breach	has the meaning given in the Data Protection Legislation;
PGW	Packet Data Network Gateway as defined by 3GPP;
Phase	means, as the context requires, one of the two phases of Implementation (being Mobilisation and Transition);
Physical Locations	any location which the Service is delivered from including but not limited to primary or secondary Data Centres, Hosting Centres, Supplier Service Desk locations that are within the Supplier Solution;
PI Failure or SPI Failure	a failure to meet the Minimum Service Threshold in respect of a Subsidiary Performance Indicator;
Pilot Test	a Test Event to ensure that the ESN Tested Services are able to support the business processes for each individual User Organisation, as further specified in Schedule 6.2, Annex 2, which is also referred to as "Operational Evaluation";
Pilot Test Completion Report	a report completed by the Supplier after the completion of a Pilot Test containing all relevant information as set out in the Pilot Test Plan;
Planned Operational Change	a type of Operational Change as categorised and defined in Paragraph 8.5.1(g) of Schedule 8.2 (Change Control Procedure);
Policy Control Server	a control server which defines the policy profiles for US bound or MS bound bearers, implementing the 3GPP Policy Control & Rules Function (PCRF);
Post Implementation Review	has the meaning given to that term in Paragraph 8.8 of Schedule 8.2 (Change Control Procedure);
Preceding Services	has the meaning given to that term in Clause 5.3(b);
Pre-emption	the ability for a high-priority communication to be established by forcibly terminating an existing (lower priority) communication;
Price	monetary value used to calculate Charges and which are either: (a) the amount set out for a period; or (b) a monetary value per unit which is to be multiplied with Service usage;
Problem	Recurring service disruption. Note that a single incident can already lead to the identification of a problem when the service disruption is expected to recur. It is even possible to identify a problem before a single incident has occurred (e.g. when a service infrastructure is about to run

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	out of capacity).
Process	has the meaning given to it under the Data Protection Legislation and "**Processed**" and "**Processing**" shall be construed accordingly;
Product Delivery Working Group	the Multi-Supplier Governance Board with Terms of Reference as set out in Paragraph 9.4 of Schedule 8.1 (Governance) and with the representation set out in Paragraph 11.4 of Annex 4 of Schedule 8.1 (Governance);
Product Project Management Group	the Multi-Supplier Governance Board with Terms of Reference as set out in Paragraph 9.5 of Schedule 8.1 (Governance) and with the representation set out in Paragraph 11.5 of Annex 4 of Schedule 8.1 (Governance);
Profile	a set of data that sets out the permissions associated with a User, User Device or Communications Group, and determines access to services such as Communications Groups or applications;
Programme	means the Emergency Services Mobile Communications Programme;
Programme Board	means an Authority and User only board which provides senior oversight and governance for the Programme;
Programme Director	the individuals appointed as such by the Authority and the Supplier in accordance with Paragraph 3.1 of Schedule 8.1 (Governance);
Programme Working Group	the Multi-Supplier Governance Board with Terms of Reference as set out in Paragraph 9.2 of Schedule 8.1 (Governance) and with the representation set out in Paragraph 11.2 of Annex 4 of Schedule 8.1 (Governance);
Progress Report	has the meaning set out in Paragraph 11.1 of Schedule 6.1 (Implementation Plan);
Prohibited Act	(a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an

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	inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; (c) an offence: (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); (ii) under legislation or common law concerning fraudulent acts; or (iii) defrauding, attempting to defraud or conspiring to defraud the Authority; or (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
Project Managers	the individuals appointed as such by the Authority and the Supplier in accordance with Paragraph 3.1 of Schedule 8.1 (Governance);
Project Specific IPRs	(a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Agreement and updates and amendments of these items including (but not limited to) database schema; and/or (b) Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under this Agreement; (c) but shall not include the Supplier Background IPRs or the Specially Written Software;
Projected Change Resource Utilisation	shall have the meaning given to that term in Paragraph 3.2 (d)(i) of Schedule 8.2 (Change Control Procedure);
Protective Measures	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the measures adopted, including the measures as are set out in Clause 20 (Authority Data and Security Requirements);

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Protectively Marked	shall have the meaning as set out in the Security Policy Framework;
PSBA	Public Sector Broadband Aggregation;
PSCS Administration Service Availability	has the meaning set out in KPI USA7 in Schedule 2.2 (Performance Levels);
PSCS Requirements	has the meaning set out in Paragraph 5.A1 of Schedule 2.1 (Services Description);
PSMA Contractor Licence Agreement or **PSMA Licence**	the license, signed the Supplier and its Sub-contractors, allowing them to use the mapping and geographic information covered by the Public Sector Mapping Agreement or One Scotland Mapping Agreement, for the purposes of fulfilling their public sector contract (i.e. this Agreement);
PSN	Public Services Network;
PSN Assured	the baseline level of security for PSN network services;
PTN	Private Telephone Network including, without limitation, the PBX system of a User Organisation;
PTT Pre-emption	the highest priority level assigned to a PTT transmit request. This is used (within a Half Duplex call) to terminate an ongoing traffic item to release resources so they can be used by the Pre-emptive PTT request;
PTT Priority	a priority level assigned to a PTT request. This is used by Floor Control to determine which transmission request shall take priority when more than one PTT request is pending;
Public Holidays	means all public holidays in the United Kingdom be they set out in statute, declared by royal proclamation or common law;
Public Safety Communications Interface (PSCI)	the signalling and traffic interface between the User Client and the Public Safety Communications Service that enables a 3rd party to produce an independent User Client that interoperates with the Supplier's Public Safety Communications Services, irrespective of User Device hardware and software platform;
Public Safety Communication Service	the suite of critical communication services including but not limited to One-to-One Calls, Group Calls, Emergency Distress Communications, Ambient Listening, Discreet Listening, PTN Calls, Public Safety Messaging and Data Services that are within the US Supplier's solution and a subset of these services that can be supported by Direct Device to Device Communications;
Public Safety	the suite of systems and software that supports the Public

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Communication Systems	Safety Communication Service;
Public Safety Messaging	the sending and receiving of messages consisting of text, images and other attachments between Users);
Public Switched Telephone Network or **PSTN**	a domestic circuit-switched telecommunications network usually accessed by telephones, key telephone systems, private branch exchange trunks, and data arrangements;
Push-to-Talk or **PTT**	this is functionality associated with Communication Group Calls and One-to-one PTT communications that enables a User to request to transmit to a Communication Group or another individual. This is used where the communication is Half Duplex, so that only one User can transmit at a time and who is allowed to speak is arbitrated by the US Network Floor Control mechanism;
QCI	Quality of Service Class Indicator;
Quality Plans	has the meaning given in Clause 6.1 (Quality Plans);
Quarter	the first three months commencing on the first day of the first Service Period and each subsequent three month periods (save that the final Quarter shall end on the date of termination or expiry of this Agreement);
Quarterly Financial Report	the quarterly report to be provided by the Supplier to the Authority pursuant to Paragraph 1 of Part B of Schedule 7.5 (Financial Reports and Audit Rights) at each financial quarter;
Quarterly Roadmap Review Meetings	shall have the meaning set out in Paragraph 9.5.2(b) of Annex I of Schedule 2.1 (Services Description);
QCI	QoS (Quality of Service) Class Identifier as defined by 3GPP;
Quote	the Supplier's (or Other ESN Supplier's as the case may be) assessment of costs for implementing a Change Request in accordance with the proposed Change Implementation Plan or Impact Assessment;
RAN	Radio Access Network;
Rate Card	a list of unit Prices to be used in conjunction with Service usage to calculate Charges;
Rating Agencies	the rating agencies listed in Annex 1 of Schedule 7.4 (Financial Distress);
Receiving Party	the Party which receives a proposed Contract Change Request;

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Recipient	has the meaning given in Clause 21.1 (Confidentiality);
Records	has the meaning given in Paragraph 2.1 of Schedule 8.4 (Records Provision);
Recovery Class	the grouping of services to determining their relative importance in respect of disaster recover and as identified by the text in the column entitled 'Recovery Priority' in Schedule 2.2, Annex 1: Table 1.1, Service Parameters of Schedule 2.2 (Performance Levels);
Recovery Point Objective	the time as set out in the applicable KPIs and SPIs to which the Supplier should restore the data in the relevant Services following a Service Disaster or Service Disruption;
Recovery Priority	the priority allocated under the heading "Recovery Priority" for the applicable Service listed in Annex 1 of Schedule 2.2 (Performance Levels);
Recovery Time Objective	the time as set out in the applicable KPIs and SPIs within which the Supplier should restore the relevant Services following a Service Disaster or Service Disruption;
Rectification Plan	a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default;
Rectification Plan Failure	(a) the Supplier failing to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in Clauses 27.5 (Submission of the draft Rectification Plan) or 27.8 (Agreement of the Rectification Plan); (b) the Authority, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Supplier pursuant to Clause 27.8 (Agreement of the Rectification Plan); (c) the Supplier failing to rectify a material Default within the later of: (i) thirty (30) Working Days after a notification made pursuant to Clause 27.2 (Notification); and (ii) where the Parties have agreed a Rectification Plan in respect of that material Default and the Supplier can demonstrate that it is implementing the Rectification Plan in good faith, the date specified in the Rectification Plan by which the Supplier must rectify the material

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	Default; (d) a Material KPI Failure re-occurring in respect of the same Key Performance Indicator for the same (or substantially the same) root cause in any of the 3 Service Periods subsequent to the Service Period in which the initial Material KPI Failure occurred; (e) subject to paragraph (f) below, the Supplier not Achieving a Key Milestone by the expiry of the Delay Deduction Period; and/or (f) in the case of a Critical Milestone, the Supplier failing to Achieve that Critical Milestone by the date specified in the Rectification Plan approved by the Authority; and/or (g) following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of 6 months after the date of the original Notifiable Default and for the same (or substantially the same) root cause as that of the original Notifiable Default;
Rectification Plan Process	the process set out in Clauses 27.4 (Submission of the Rectification Plan) to 27.10 (Agreement of the Rectification Plan);
Redundancy Costs	the total sum of any of the following sums paid to Applicable Supplier Personnel, each amount apportioned between the Supplier and the Authority based on the time spent by such employee on the Services as a proportion of the total Service duration: (a) any statutory redundancy payment; and (b) in respect of an employee who was a Transferring Former Supplier Employee or a Transferring Authority Employee, any contractual redundancy payment (or where such a contractual benefit on redundancy is a benefit payable from a pension scheme, the increase in cost to the Supplier as a net present value compared to the benefit payable on termination of employment without redundancy), provided that such employee was entitled to such contractual redundancy payment immediately prior to his or her transfer to the Supplier under the Employment Regulations;
Registers	has the meaning given in Paragraph 2.1 of Schedule 8.5 (Exit Management);
Regression Testing	the re-test of a ESN Tested Services following modification,

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	repair or upgrade to ensure that faults have not been introduced or uncovered as a result of the changes made;
Reimbursable Expenses	has the meaning given in Schedule 7.1 (Charges and Invoicing);
Related Service Providers	any person who provides services to the Authority in relation to this Agreement from time to time which persons include as the Effective Date the Delivery Partner, the MS Supplier, the ES Supplier, the Air to Ground Supplier and Locally Contracted Suppliers;
Related Third Party	a party to: (a) another contract with the Authority or the Supplier which is relevant to this Agreement; or (b) a Sub-contract;
Release Management Process	the release management process detailed at Paragraph 13.6 of Schedule 6.1 (Implementation Plan);
Release Management Process Tracker	the tracker relating to the Release Management Process;
Release Policy	a policy provided by the Supplier to meet the requirement set out in PROCR-2398;
Relevant IPRs	IPRs used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority or a third party in the fulfilment of the Supplier's obligations under this Agreement including IPRs in the Specially Written Software, the Supplier Non COTS Software, the Supplier Non COTS Background IPRs, the Third Party Non COTS Software and the Third Party Non COTS Background IPRs but excluding any IPRs in the Authority Software, the Authority Background IPRs, the Supplier COTS Software, the Supplier COTS Background IPRS, the Third Party COTS Software and/or the Third Party COTS Background IPRs;
Relevant Preceding Services	has the meaning given to that term in Clause 5.3(b);
Relevant Requirements	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
Relevant Tax Authority	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;

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Relevant Transfer	a transfer of employment to which the Employment Regulations applies;
Relevant Transfer Date	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
Relief Notice	has the meaning given in Clause 31.2 (Authority Cause);
Remedial Adviser	the person appointed pursuant to Clause 29.2 (Remedial Adviser);
Remedial Adviser Failure	has the meaning given in Clause 29.6 (Remedial Adviser);
Repeat KPI Failure	has the meaning given in Paragraph 5.1 of Part A of Schedule 2.2 (Performance Levels);
Repeat Trigger	has the meaning given in Paragraph 5.1 of Part A of Schedule 2.2 (Performance Levels);
Replacement Services	any services which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination or Partial Termination of this Agreement, whether those services are provided by the Authority internally and/or by any third party;
Replacement Sub-contractor	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);
Replacement Supplier	any third party service provider of Replacement Services appointed by the Authority from time to time (or where the Authority is providing replacement Services for its own account, the Authority);
Reporting Application	the application described in Paragraphs 7.3.29 to 7.3.80 (inclusive) of Schedule 2.1 (Services Description);
Request for Estimate	a written request sent by the Authority to the Supplier, requiring that the Supplier provide it with an accurate estimate of the Termination Payment and Compensation Payment that would be payable if the Authority exercised its right under Clause 33.1(a) (Termination by the Authority) to terminate this Agreement for convenience on a specified Termination Date;
Request For Information	a request for information under the FOIA or the EIRs;
Required Action	has the meaning given in Clause 30.3 (Step-In Rights);
Requirements	a table that correlates every feature of the Supplier Application

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Traceability Matrix or RTM	and every Authority Requirement of the ESN Tested Service to the matching parts of high-level design, detailed design, Test Plan, and test case;
Resolution	has the meaning given to that term in Paragraph 14.2 of Part A of Schedule 2.2 (Performance Levels);
Response Time	has the meaning given in Part C Paragraphs 14.1 and for each type of Incident according to Severity in Part C Paragraph 14.9 of Schedule 2.2 (Performance Levels);
Response Time Assurance Solution	the Supplier's solution that allows for Response Times to be measured;
Restricted Countries	has the meaning given in Clause 23.2(e) (Protection of Personal Data);
Retained Deliverables	has the meaning given in Clause 34.8(b) (Payments by the Suppliers);
Risk Matrix	means the matrix for assessing the risk of a proposed Operational Change set out in Annex C of Schedule 8.2 (Change Control Procedure);
Risk Register	the register of risks and contingencies that have been factored into any Costs due under this Agreement, a copy of which is set out in Annex 3 of Schedule 7.1 (Charges and Invoicing);
Roaming	the ability of a User Device to use the User Services whilst in any part of the ESN coverage;
Role	a specialised position in a User Organisation;
Role Profile	a Role Profile can be assigned to multiple Users and sets out what permissions those Users have;
Role-Based Access Control	The allocation of permissions to Users to access the data and functionality based upon their Role;
Rollover	shall have the meaning given to that term in Paragraph 3.2(d) of Schedule 8.2 (Change Control Procedure);
S1-C	signalling interface defined by 3GPP between the ES radio equipment and the MS core network;
S1-U	traffic interface defined by 3GPP between the ES radio equipment and the MS core network;
S5	interface defined by 3GPP between the US PGW and the MS LTE network;

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S6a	interface defined by 3GPP between the Mobile Subscriber Server and the MS LTE network;
S6d	interface defined by 3GPP between the Mobile Subscriber Server and the MS legacy network;
S8	roaming based interface defined by 3GPP between the US Mobile Network Gateway and the MS LTE network;
Satisfaction Survey	has the meaning given in Paragraph 9.6 of Part C of Schedule 2.2 (Performance Levels);
SC1	has the meaning given in Paragraph 1.1(a)(i) of Part A of Schedule 7.1 (Charges and Invoicing);
SC1x	has the meaning given in Paragraph 1.1(a) of Part A of Schedule 7.1 (Charges and Invoicing);
SC2	has the meaning given in Paragraph 1.1 (a) (ii) of Part A of Schedule 7.1 (Charges and Invoicing);
SC2 Excess Public Safety Connection	means any SC2 Public Safety Connection that is ordered by the Authority and supplied by the Supplier after discounting the first 237,216 SC2 Public Safety Connections that have been ordered by the Authority and supplied by the Supplier at a monthly price of £0.00. For the purposes of this definition "SC2 Public Safety Connection" means a Public Safety Connection for which the Supplier has been entitled to charge the Authority with a SC2 charge number at some stage during the Term including the first 237,216 SC2 Public Safety Connections that have been ordered by the Authority and supplied by the Supplier at a monthly price of £0.00;
Schemes	the Principal Civil Service Pension Scheme available to employees of the civil service and employees of bodies under the Superannuation Act 1972, as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill Health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the 2015 New Scheme (with effect from a date to be notified to the Supplier by the Minister for the Cabinet Office);
Secretariat	means the person appointed to act as administrator and minute taker of the governance meetings. Duties include room booking, invite and supporting paper issuing and taking of minutes;
Secure Text Messaging	a subset of Public Safety Messaging that allows the exchange of text messages without attachments;
Security Management	the Supplier's security plan as attached as Annex 2 of Schedule 2.4 (Security Management) and as subsequently developed and

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Plan	revised pursuant to Paragraphs 4 and 5 of Schedule 2.4 (Security Management);
Security Policy Framework	the Cabinet Office Security Policy Framework (available from the Cabinet Office Security Policy Division) as updated from time to time;
Security Test Results Template	has the meaning given to that term in Paragraph 6.4 of Schedule 2.4 (Security Management);
Security Tests	tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security;
Self Service User	a person with permissions to use the Self Service Interface and applications available through the Self Service Interface the extent of usage being determined by the roles and/or permissions they have been assigned by a System Manager;
Sensitive Claim	has the meaning given to that term in Paragraph 2.1 of Schedule 8.7 (Conduct of Claims);
Serious KPI Failure	shall be as set out against the relevant Key Performance Indicator in the tables in Paragraph 23 of Schedule 2.2 (Performance Levels);
Service Acceptance Test	a Test Event comprising Trials to demonstrate that the Tested Services and/or ESN Tested Services (as relevant) operate in accordance with the relevant requirements set out in Schedules 2.1 and 2.2 and are able to support the business processes of User Organisations in live operational scenarios and therefore that the new or changed system is ready for use;
Service Administration Event Logs	as the records described in Paragraph 6.2.1(b) of Annex D of Schedule 2.1 (Services Description);
Service Catalogue	the catalogue of services provided by the Supplier from which User Organisations will procure Optional Services. The catalogue includes Optional Services provided by each of the ESN Suppliers;
Service Charge Trigger Event	the events as prescribed in Paragraph 5.1 of Part A of Schedule 7.1 (Charges and Invoicing);
Service Charges	the periodic payments made in accordance with Schedule 7.1 (Charges and Invoicing);
Service Component Interface Control Document	the document that describes the interface or interfaces between individual Service Components;

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Service Components	a functional component forming part of the Supplier Solution including the component groups described in Annexes 2 and 3 of Schedule 8.5 (Exit Management) which collectively deliver the full Services;
Service Credit Cap	the cap on the amount of Service Credits at Paragraph 4.3 of Part B of Schedule 7.1 (Charges and Invoicing);
Service Credits	credits payable by the Supplier due to the occurrence of 1 or more KPI Failures, calculated in accordance with Paragraph 4 of Part B of Schedule 7.1 (Charges and Invoicing);
Service Disaster	an Incident that results in the Supplier being unable to provide the Services and failing to provide critical business functions without re-establishing the infrastructure required to deliver the Services;
Service Disruption	A Service Incident that results in the Supplier being unable to provide the Services and failing to provide critical business functions for some predetermined minimum period of time longer than that which the Authority and/or User Organisations can sustain;
Service Downtime	any period of time during which a Service is not Available;
Service Event	an event affecting the Service as defined in ITIL;
Service Hours	means the Business Hours or Operational Hours during which the relevant Service shall be Available as set out in Part C of Schedule 2.2 (Performance Levels);
Service Incident	has the meaning given in Part C Paragraph 14.8 of Schedule 2.2 (Performance Levels);
Service Management	the Supplier's organisational capabilities used to provide the Services to the Authority and User Organisations;
Service Management Framework	a set of documents describing the Supplier's service management operations and processes provided by the Supplier in accordance with Paragraph 8.3 of Part A of Schedule 2.1;
Service Management Organisation Plan	shall have the meaning set out in Paragraph 8.3.12 of Part A of Schedule 2.1(Services Description);
Service Management Processes	shall have the meaning set out in Paragraph 8.3.10 of Part A of Schedule 2.1(Services Description);
Service Management Strategy	shall have the meaning set out in Paragraph 8.3.8 of Part A of Schedule 2.1(Services Description);

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Service Management Systems	the suite of systems and Software that supports the ESN Service Management System and Supplier Service Desk;
Service Management System Design	shall have the meaning set out in Paragraph 8.3.11 of Part A of Schedule 2.1(Services Description);
Service Period	In relation to a Key Performance Indicator or Subsidiary Performance Indicator, the period denoted as the Service Period over which the Supplier's performance is measured set out in respect of such KPI or SPI in Part C of Schedule 2.2 or otherwise as the context requires, a calendar month, save that: (a) the first service period shall begin on the first Operational Service Commencement Date and shall expire at the end of the calendar month in which the first Operational Service Commencement Date falls; and (b) the final service period shall commence on the first day of the calendar month in which the Term expires or terminates and shall end on the expiry or termination of the Term; and (c) the Initial Service Period shall be as set out in Paragraph 3 of Part A of Schedule 2.2 (Performance Levels);
Service Point Initial Calculation	has the meaning given to that term in Paragraph 4.3 of Part A of Schedule 2.2;
Service Points	in relation to a KPI Failure, the points that are set out against the relevant Key Performance Indicator for the applicable standard of performance in Part C of Schedule 2.2 (Performance Levels) and as calculated in accordance with Part A of such Schedule;
Service Portfolio	shall have the meaning set out in Paragraph 8.3.9 of Part A of Schedule 2.1(Services Description);
Service Recovery Time	the time at which Services are restored following the initiation of recovery of Services as a consequence of a Service Disaster or Service Disruption;
Service Review Meeting	the regular meetings between the Supplier and User Organisations to manage the following areas of ESN Services: service demand, capacity, availability and coverage issues (including special events), operational change, release and maintenance scheduling, service incident and problem management, end-to-end service performance, service requests, billing and reconciliation, and service improvement activities;

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Service Transfer	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor;
Service Transfer Date	the date of a Service Transfer;
Services	any and all of the services to be provided by the Supplier under this Agreement, including those set out in Schedule 2.1 (Services Description);
Services Description	the services description set out in Schedule 2.1 (Services Description);
Severe KPI Failure	shall be as set out against the relevant Key Performance Indicator in the tables in Paragraph 23 of Schedule 2.2 (Performance Levels);
Severity Five Service Incident	a cosmetic Incident or one with a minimal adverse impact on the ability of the 3ES to carry out their duties as further defined in Schedule 2.2 (Performance Levels), Part C: Table 14.8.1, Definitions;
Severity Four Service Incident	an Incident with a minor adverse impact on the ability of the 3ES to carry out their duties as further defined in Schedule 2.2 (Performance Levels), Part C, Table 14.8.1, Definitions;
Severity Level, Severity Level 1, Severity Level 2, Severity Level 3, Severity Level 4	the level of severity of a Test Issue, the criteria for which are described in Paragraph 14.9.1 of Schedule 6.2 (Testing and Assurance Procedures);
Severity One Service Incident	an Incident with a critical impact on the ability of the 3ES to carry out their duties as further defined in Schedule 2.2 (Performance Levels), Part C, Table 14.8.1, Definitions;
Severity Three Service Incident	an Incident with a moderate adverse impact on the ability of the 3ES to carry out their duties as further defined in Schedule 2.2 (Performance Levels), Part C, Table 14.8.1, Definitions;
Severity Two Service Incident	an Incident with a major impact on the ability of the 3ES to carry out their duties as further defined in Schedule 2.2 (Performance Levels), Part C, Table 14.8.1, Definitions;
Shortfall Period	has the meaning given in Paragraph 6.2 of Schedule 7.2 (Payments on Termination);
Single Supplier Board or Supplier Board	the Board set out in Paragraph 6 of Schedule 8.1 (Governance) with the Terms of Reference and representation set out in Annexes 1 and 3 of Schedule 8.1 (Governance) respectively;
Sites	any premises (including the Authority Premises, the Supplier's

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	premises or third party premises): (a) from, to or at which: a. the Services are (or are to be) provided; or b. the Supplier manages, organises or otherwise directs the provision or the use of the Services; or (b) where: a. any part of the Supplier System is situated; or b. any physical interface with the Authority System takes place;
SMEs	has the meaning given to that term in Clause 35.6;
Smoke Testing	has the meaning set out in Paragraph 14.7A.2 of Schedule 6.2 (Testing and Assurance Procedures);
SMS	Short Message Service;
Software	Specially Written Software, Supplier Software and Third Party Software;
Software Supporting Materials	has the meaning given in Clause 17.1(b) (Specially Written Software and Project Specific IPRs);
Source Code	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
Specially Written Software	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-contractor or other third party on behalf of the Supplier) specifically for the purposes of this Agreement, including: (a) any Supplier Background IPRs or Third Party IPRs that are embedded in or which are an integral part of such software; and (b) any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Agreement;

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Specific Change in Law	a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;
Speech Delay Assurance Solution	the Supplier's solution that allows for speech delay to voice calls to be measured;
Sponsored Third Party Application Developer	a Third Party Application developer who has received sponsorship from a User Organisation and/or the Authority as described in Paragraph 6.1.11 of Schedule 2.1 (Services Description);
Staff Day	a minimum of 7.5 Staff Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day, and whether or not such hours are worked during normal working hours or out of hours during the night, on weekends or public holidays;
Staff Grade	different types of staff characterised by skillset, seniority, experience and track record and detailed in Table 5 of Annex 1 of Schedule 7.1 (Charges and Invoicing);
Staff Hours	the hours spent by the Supplier Personnel properly working on the Services including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
Staffing Information	in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Authority may reasonably request (subject to all applicable provisions of the Data Protection Legislation), but including in an anonymised format: (a) their ages, dates of commencement of employment or engagement and gender; (b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise; (c) the identity of the employer or relevant contracting Party; (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; (e) their wages, salaries and profit sharing arrangements as applicable; (f) details of other employment-related benefits, including

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	(without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them; (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims); (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence; (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and (j) any other employee liability information as such term is defined in regulation 11 of the Employment Regulations;
Standard Contract Change	a Contract Change which requires the Supplier to change the Configuration of the Services from the current approved Baseline Configuration;
Standards	the standards, polices and/or procedures identified in Schedule 2.3 (Standards);
Standard Features	has the meaning given in Paragraph 2 of Part B of Schedule 2.1 (Services Description);
Standards Hub	the Government's open and transparent standards adoption process as documented at http://standards.data.gov.uk/;
Start Time	Time at which a particular action or incident begins, recorded as Coordinated Universal Time (UTC);
Step-In Notice	has the meaning given in Clause 30.3 (Step-In Rights);
Step-In Plans	has the meaning given in Clause 30.1 (Step-In Rights);
Step-In Trigger Event	(a) any event falling within the definition of a Supplier Termination Event; (b) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services; (c) a Force Majeure Event that is materially preventing or materially delaying the performance of the Services or

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	any material part of the Services; (d) the Authority considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this Agreement; (e) the Authority being advised by a regulatory body that the exercise by the Authority of its rights under Clause 30 (Step-In Rights) is necessary; (f) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; (g) a need by the Authority to take action to discharge a statutory duty; and/or (h) where the Authority deems that there is a danger to the critical national infrastructure or to the national interest;
Step-Out Date	has the meaning given in Clause 30.7(b) (Step-In Rights);
Step-Out Notice	has the meaning given in Clause 30.7 (Step-In Rights);
Step-Out Plan	has the meaning given in Clause 30.8 (Step-In Rights);
Sub-contract	any contract or agreement (or proposed contract or agreement) between the Supplier (or a Sub-contractor) and any third party whereby that third party agrees to provide to the Supplier (or the Sub-contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof;
Sub-contractor	means any third party with whom: (a) the Supplier enters into a Sub-contract; or (b) a third party under (a) above enters into a Sub-contract, or the servants or agents of that third party and, for the avoidance of doubt, Kodiak shall not be a Sub-contractor;
Sub-processor	means any third party appointed to process Personal Data on behalf of the Supplier related to this Agreement;
Subscription Provisioning and Management Service Availability	has the meaning set out in SPI USA 10 in Schedule 2.2 (Performance Levels);

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Subsidiary Performance Indicator or SPI	the performance indicators set out as subsidiary performance indicators in Part C of Schedule 2.2 (Performance Levels);
Successor Body	has the meaning given in Clause 36.4 (Assignment and Novation);
Suggested Challenge	a submission to suggest the adoption of new or emergent standards in the format specified on Standards Hub;
Summary of Statement of Works	has the meaning given to that term in Paragraph 8.3(g) of Schedule 8.2 (Change Control Procedure);
Supplier Application	the Supplier Software to be provided by the Supplier as part of the Services whose performance, features, functionality and other attributes are more particularly described in the Kodiak Specification;
Supplier Application Roadmap	the roadmap maintained by the Supplier in accordance with the Supplier Application Roadmap Process;
Supplier Application Roadmap Process	the process set out in Annex I of Schedule 2.1 (Services Description);
Supplier Background IPRs	(a) Intellectual Property Rights owned by the Supplier before the Effective Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or (b) Intellectual Property Rights created by the Supplier independently of this Agreement, which in each case is or will be used before or during the Term for designing, testing, implementing or providing the Services but excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software;
Supplier Cash Margin	in relation to a period or a Milestone (as the context requires), the difference between the total Charges (in nominal cash flow terms but excluding any Deductions) and total Allowable Costs (in nominal cash flow terms) for the relevant period or in relation to the relevant Milestone;
Supplier Cash Margin Percentage	in relation to a period or a Milestone (as the context requires), the Supplier Cash Margin for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;

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Supplier Change Manager	the person appointed to that position by the Supplier from time to time and notified in writing to the Authority or, if no person is notified, the Supplier Representative;
Supplier COTS Background IPRs	Supplier Background IPRs that: (a) the Supplier makes generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and (b) has a Non-trivial Customer Base;
Supplier COTS Software	Supplier Software (including open source software) that: (a) the Supplier makes generally available commercially prior to the CAN Effective Date(whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and (b) has a Non-trivial Customer Base; and for the avoidance of doubt the Supplier Application is Supplier COTS Software;
Supplier End to End Service	the Services and interaction of the Services with the services provided by the Other Suppliers (including other ESN Suppliers);
Supplier Equipment	the hardware, computer and telecoms devices and equipment used by the Supplier or its Sub-contractors (but not hired, leased or loaned from the Authority) for the provision of the Services;
Supplier ESN Affiliate	any Affiliate of the Supplier which provides any goods, services or facilities to the Supplier which are necessary for the provision of the Services (or any part thereof) or for the management, organisation, direction or control of the Services by the Supplier;
Supplier Non-COTS Background IPRs	Supplier Background IPRs that are not Supplier COTS Background IPRs;
Supplier Non-COTS Software	Supplier Software that is not Supplier COTS Software;
Supplier Non-	has the meaning given in Clause 31.1 (Authority Cause);

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Performance	
Supplier Personnel	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance of the Supplier's obligations under this Agreement;
Supplier Representative	the representative appointed by the Supplier pursuant to Clause 11.3 (Representatives);
Supplier Request	a notice served by the Supplier requesting that the Dispute be treated as a Multi-Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that;
Supplier Review Meeting	the meeting described in Paragraph 8.5 of Schedule 8.1 (Governance);
Supplier Service Desk	the service desk operated by the Supplier to meet the requirements set out in Paragraph 8.2 of Part A of Schedule 2.1 (Services Description);
Supplier Software	software which is proprietary to the Supplier (or an Affiliate of the Supplier) including any Third Party Software which is embedded in or part of the Supplier Software and which is or will be used by the Supplier for the purposes of providing the Services, including the software specified as such in Schedule 5 (Software);
Supplier Solution	the Supplier's solution for the Services set out in Schedule 4.1 (Supplier Solution) including all Parts, Annexes and any Appendices of that Schedule;
Supplier System	the information and communications technology system used by the Supplier in implementing and performing the Services including the Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Authority System);

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Supplier Termination Event	(a) the Supplier's level of performance constituting a Critical Performance Failure; (b) the Supplier committing a material Default which is irremediable; (c) as a result of the Supplier's Default, the Authority incurring Losses in any Contract Year which exceed 80% of the value of the aggregate annual liability cap for that Contract Year as set out in Clause 25.4I (Financial Limits); (d) a Remedial Adviser Failure; (e) a Rectification Plan Failure; (f) where a right of termination is expressly reserved in this Agreement, including pursuant to: (i) Clause 19 (IPRs Indemnity); (ii) Clause 39.6(b) (Prevention of Fraud and Bribery); and/or (iii) Paragraph 4 of Schedule 7.4 (Financial Distress); (g) the representation and warranty given by the Supplier pursuant to Clause 3.2(i) (Warranties) being materially untrue or misleading; (h) the Supplier committing a material Default under Clause 10.12 (Promoting Tax Compliance) or failing to provide details of steps being taken and mitigating factors pursuant to Clause 10.12 (Promoting Tax Compliance) which in the reasonable opinion of the Authority are acceptable; (i) the Supplier committing a material Default under any of the following Clauses: (j) Clause 5.6(j) (Services); (i) Clause 23 (Protection of Personal Data); (ii) Clause 22 (Freedom of Information); (iii) Clause 21 (Confidentiality); and (iv) Clause 35 (Compliance); and/or In relation to any security requirements set out in Schedule 2.1

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	(Services Description), Schedule 2.4 (Security Management) or the Baseline Security Requirements; (i) any failure by the Supplier to implement the changes set out in a Benchmark Report as referred to in Paragraph 5 of Schedule 7.3 (Benchmarking); (k) an Insolvency Event occurring in respect of the Supplier or the Guarantor; (l) the Guarantee ceasing to be valid or enforceable for any reason (without the Guarantee being replaced with a comparable guarantee to the satisfaction of the Authority with the Guarantor or with another guarantor which is acceptable to the Authority); (m) a change of Control of the Supplier or a Guarantor unless: (i) the Authority has given its prior written consent to the particular change of Control, which subsequently takes place as proposed; or (ii) the Authority has not served its notice of objection within 6 months of the later of the date on which the change of Control took place or the date on which the Authority was given notice of the change of Control; or (n) a change of Control of a Key Sub-contractor unless, within 6 months of being notified by the Authority that it objects to such change of Control, the Supplier terminates the relevant Key Sub-contract and replaces it with a comparable Key Sub-contract which is approved by the Authority pursuant to Clause 15.6 (Appointment of Key Sub-contractors);
Supplier Test Policy	a document defining the Supplier's testing policies the details of such policy are set out in Paragraph 9 of Schedule 6.2 (Testing and Assurance Procedures);
Supplier's Final Supplier Personnel List	a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Relevant Transfer Date;
Supplier's Proposals	has the meaning given to that term in Paragraph 6.2 of Schedule 8.6 (Business Continuity and Disaster Recovery);
Supplier's Provisional Supplier Personnel List	a list prepared and updated by the Supplier of all Supplier Personnel who are engaged in or wholly or mainly assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be

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	provided by the Supplier;
Supplier's Standard Contract Change List	the price list setting out the Supplier's rates applicable for Standard Changes which has been agreed by the Parties as may be amended from time to time by the Parties in accordance with the Agreement;
Supporting Documentation	sufficient information in writing to enable the Authority reasonably to assess (a) whether the Charges and other sums due from the Authority detailed in the information are properly payable, including copies of any applicable Milestone Achievement Certificates or receipts; and (b) the amount of any of the deductions referred to in Paragraph 1.2 of Part A of Schedule 7.1 (Charges and Invoicing);
SWAN	Scottish Wide Area Network;
System Administrator	an administration account of an employee of the Supplier or subcontractor with the ability to administer the system;
System Manager	an elevated privileged role assigned to a Self Service User responsible for user management with the ability to create/amend/delete and delegate permissions for any ESN functionality to any other User within a Partition that they are responsible, mutually exclusive from any standard Self Service User role;
System Test	a Test Event to ensure that the Tested Services operate in a simulation of the wider environment in accordance with requirements set out in Schedules 2.1, 2.2, 2.3 and 2.4 including functional and non-functional requirements, including performance, compatibility and security requirements;
System User	a User of the functionality provided by the Supplier, the extent of usage being determined by a Self Service User;
Target System Architecture	an Authority authored document describing at a high level the architectural design of the overall ESN ecosystem;
Technical Impact Assessment	has the meaning given to that term in Paragraph 8 of Schedule 8.2 (Change Control Procedure);
Technical Delivery Working Group	the Multi-Supplier Governance Board with Terms of Reference as set out in Paragraph 9.3 of Schedule 8.1 (Governance) and with the representation set out in Paragraph 11.3 of Annex 4 of Schedule 8.1 (Governance);

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Telecoms Infrastructure Services	the software and systems which provide the telecommunications service including but not limited to Home Subscriber Services (HSS), PDN (Packet Data Network) Gateway, Diameter Controller and Policy Charging Rules Function (PCRF), that are within the Supplier Solution;
Term	the period commencing on the Effective Date and ending on the earlier to occur of (a) or (b) below: (a) midnight on 31 December 2024; and (b) an earlier termination of this Agreement;
Termination Assistance Notice	has the meaning given in Paragraph 7.1 of Schedule 8.5 (Exit Management);
Termination Assistance Period	has the meaning given in Paragraph 7.1 of Schedule 8.5 (Exit Management), as may be extended pursuant to Paragraph 7.2 of Schedule 8.5 (Exit Management);
Termination Date	the date set out in a Termination Notice on which this Agreement (or a part of it as the case may be) is to terminate;
Termination Estimate	has the meaning given in Paragraph 11.2 of Schedule 7.2 (Payments on Termination);
Termination Notice	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Agreement on a specified date and setting out the grounds for termination;
Termination Payment	the payment determined in accordance with Schedule 7.2 (Payments on Termination);
Termination Services	means the services set out in Annex 1 of Schedule 8.5 (Exit Management), as amended by the Parties from time to time and such other services to be provided by the Supplier under the Exit Plan;
Terms of Reference	means the terms of reference for each Board as set out in the Annexes to Schedule 8.1 (Governance);
Territorial Waters	that part of the territorial waters of the UK, (which are set out in the Territorial Sea Act 1987, The Territorial Waters Order in Council 1964 and the Territorial Sea (Amendment) Order 1998), associated with the coasts of Great Britain, including its islands, except Rockall, Sule Skerry, North Rona, Sula Sgeir, the Flannan Isles and the St Kilda group, based on an extent from the coast of 12 Nautical Miles (approx 22.2km) and the rules embodied in the United Nations Convention on the Law of the Sea Part 2, December 1982. The extent of the Territorial

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	Waters in the North Channel should ignore any limitations that would arise due to consideration of the coast of Northern Ireland;
Test and Reference Systems	has the same meaning as ESN Reference System;
Test Assets	types of resources for testing, including but not limited to, Test Plans, test procedures, test cases, test requirement hierarchies, stubs, test configurations, test harnesses, and test suites;
Test Assurance	the process used to verify correct establishment of, and assess compliance by the Other ESN Suppliers with, agreed test strategies, test plans, contracts and business needs, standards, processes and methods for testing;
Test Basis	all documents from which the requirements of a component or system can be inferred, for example requirement catalogue, design specifications, user guides, operations manuals, training material, technical reference manuals. The documentation on which the test cases are based;
Test Completion Review	a formal review to establish and record whether the Exit Criteria have been met for a particular Test Event;
Test Data	data which has been specifically identified for use in tests. Test data will either be synthesised data, anonymised live data or a copy of live data (where this is permitted according to its protective marking and the environment it will be used in);
Test Event(s)	the testing of any combination, or all, of the Tested Services or the ESN Tested Services (as applicable);
Test Issue Management	the process of logging, classifying, recognising, investigating, taking action and managing the closure of Test Issues;
Test Issue Management Log	a log for the recording of Test Issues as maintained by the US Supplier;
Test Issue Threshold	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3 and Severity Level 4 Test Issues as set out in the relevant Test Plan;
Test Issues	has the meaning given in Paragraph 14.9 of Schedule 6.2 (Testing and Assurance Procedures);
Test Item	the individual element of a ESN Deliverable or ESN Tested Service to be tested;
Test Manager	a representative appointed to carry out the activities referred to in paragraph 10.1 of Schedule 6.2 (Testing and Assurance

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	Procedures);
Test Plan	a plan: (a) for the Testing of ESN Deliverables or ESN Tested Service; and (b) setting out other agreed criteria related to the achievement of Milestones, as described further in Paragraph 12 of Schedule 6.2 (Testing and Assurance Procedures);
Test Products	an output of a Test process, including but not limited to Supplier Test Policy, project Test Plan, release Test Plan, test phase Test Plan, test type Test Plan, test design deliverables, test execution deliverables, test completion reports, test traceability matrix, test assurance report;
Test Progress Report	A daily report produced by either the Authority's Tests Coordinator or the Supplier's Tests Coordinator which will be described further within the Test Plan for that Test Event, in accordance with Paragraph 12.3 of Part B to Schedule 6.2 (Testing and Assurance Procedures). It will report as a minimum, all Test Issues encountered, and shall categorise each Test Issue by Severity, in accordance with Paragraph 14.9 of Part C and D to Schedule 6.2 (Testing and Assurance Procedures).
Test Readiness Review	a formal review to establish and record whether the Entry Criteria have been met for a particular Test Event;
Test Reports	a report showing the results of any Test or Test Event in a format to be agreed by the Authority;
Test Success Criteria	the criteria developed by the Supplier and approved by the Authority in the Test Plan against which the ESN Tested Service and/or the ESN Product (as applicable) will be tested for the purpose of assessing whether or not they meet the Authority Requirements;
Test Tools	a software product that supports the execution of, and/or management of, one or more test activities such as planning and control, specification, building initial files and data, test execution, test analysis, defect raising and management, etc;
Test(s) Co-ordinator	an individual identified by the Authority or the Supplier, or by a third party (such as an Other ESN Supplier), to coordinate their respective responsibilities with regard to any Test;
Tested Services	those Services which are subject to the Testing and Assurance

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	Process specified in Schedule 6.2 Parts C and D;
Testing and Assurance Process for ESN Tested Services	the assurance process setting out how all ESN Deliverables and ESN Tested Services should be tested as detailed in Part C of Schedule 6.2 (Testing and Assurance Process for ESN Tested Services);
Test	means a test to be carried out under this Agreement in accordance with Schedule 6.2 (Testing and Assurance Procedure) and "**Tests"**, **"Testing"** and "**Tested**" shall be construed accordingly;
Third Party Application	an Application developed by a third party to be deployed over ESN;
Third Party Beneficiary	has the meaning given in Clause 43.1 (Third Party Rights);
Third Party Contract	a contract with a third party entered into by the Supplier exclusively for the purpose of delivering the Services, as listed in Schedule 4.4 (Third Party Contracts);
Third Party COTS Background IPRs	Third Party IPRs that: (a) the Supplier makes generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and (b) has a Non-trivial Customer Base;
Third Party COTS Software	Third Party Software (including open source software) that: (a) the Supplier makes generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and (b) has a Non-trivial Customer Base;
Third Party IPRs	Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software;
Third Party Non COTS Background IPRs	Third Party Background IPRs that are not Third Party COTS Background IPRs;
Third Party Non-COTS Software	the Third Party Software that is not Third Party COTS Software;

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Third Party Provisions	has the meaning given in Clause 43.1 (Third Party Rights);
Third Party Software	software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source Software in any case will be or is proposed to be used by the Supplier for the purposes of providing the Services, including the software specified as such in Schedule 5 (Software);
Tier One Service	the Services the subject of Performance Indicators in Paragraph 23 and Annex 1 of Schedule 2.2 (Performance Levels) denoted as a Tier One Service or where the column titled 'Permitted Maintenance' for such Performance Indicator denotes it to be a 'Tier One Service';
Tier Three Service	the Services the subject of Performance Indicators in Paragraph 23 and Annex 1 of Schedule 2.2 (Performance Levels) denoted as a Tier Three Service or where the column titled 'Permitted Maintenance' for such Performance Indicator denotes it to be a 'Tier Three Service';
Tier Two Service	the Services the subject of Performance Indicators in Paragraph 23 and Annex 1 of Schedule 2.2 (Performance Levels) denoted as a Tier Two Service or where the column titled 'Permitted Maintenance' for such Performance Indicator denotes it to be a 'Tier Two Service';
Total Costs Incurred	the costs incurred by the Supplier up to the Termination Date in the performance of this Agreement and detailed in the Financial Model (but excluding Contract Breakage Costs, Redundancy Costs and any costs the Supplier would not otherwise be able to recover through the Charges) less any Deductions up to (and including) the Termination Date;
Traffic	communications which flow across the MS Network;
Traffic Item	a continuous transmission of traffic from a User who has been granted permission to transmit by the Floor Control;
Transferable Assets	those of the Assets (including, if any, those listed in Annex 2 as Transferable Assets) which are Assets the subject of an obligation on the Supplier under Paragraphs 8.2 to 8.6 of Schedule 8.5 (Exit Management) inclusive and any Assets identified in the Exit Plan as a Transferable Asset;
Transferable Contracts	those Sub-contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary (or which are, in the Authority's opinion, desirable) to transfer to the Authority or any Replacement Suppliers to enable it or them to perform the Services or the Replacement Services, including in relation to licences for all relevant Documentation, including those Contracts listed as Transferable

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	Contracts in Annex 3 of Schedule 8.5 (Exit Management) and any Contracts identified in the Exit Plan as a Transferable Contract;
Transferring Assets	has the meaning given in Paragraph 8.2(a) of Schedule 8.5 (Exit Management);
Transferring Authority Employees	those employees of the Authority to whom the Employment Regulations will apply on the Relevant Transfer Date;
Transferring Contracts	has the meaning given in Paragraph 8.2(c) of Schedule 8.5 (Exit Management);
Transferring Former Supplier Employees	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date;
Transferring Supplier Employees	those employees of the Supplier and/or the Supplier's Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date;
Transition	means the Phase in the period commencing on the date of Achievement of Milestone 32 - Prime Exit of Gate 5 (Mobilisation Complete) and concluding on the date of Achievement of the last Milestone to be Achieved of the Milestones (L2.69.1 - Transition fully complete);
Transition Completion Date	means the date of Achievement of the last Milestone to be Achieved of the Milestones L2.69.1 - Transition fully complete;
Transition Completion Service Status Report	the report described in Paragraph 11.4 of Schedule 6.1 (Implementation Plan);
Transition Milestones	those Milestones that relate to Transition;
Transition Plan	that part of the Implementation Plan that comprises (amongst other things) the Milestones, Milestone Dates, Phases, Milestone Owners, Key Milestones, Payment Milestones, Deliverables, Duration and Authority Responsibilities which relate to Transition, as such Transition Plan may be amended from time to time in accordance with this Agreement;
Transmission Grant	the allocation of Communication Resources by the Floor Control;
Transmit Inhibit	the mode where User Devices shall not transmit RF energy under any circumstances. In Transmit Inhibit mode User Devices shall still be capable of receiving communications which do not require acknowledgement;
Trial Completion Report	a report completed by the Supplier after the completion of a

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	Trail containing all relevant information as set out in the Trial Test Plan;
Trial Event	a Trial forming part of the Service Acceptance Test to demonstrate the ability of the ESN Tested Services to operate in accordance with requirements set out in set out in Schedules 2.1 and 2.2 and are able to support the business processes of User Organisations in live operational scenarios, as further specified in Schedule 6.2, Annex 2;
Trials	any combination, or all, of the following a Trial Event; Major Operational Trial; or Unplanned Operational Trial;
Type A Incident	has the meaning given to that term in Paragraph 13.5(a) of Part B of Schedule 2.2 (Performance Levels);
Type A Incident Identification Time	has the meaning given to that term in Paragraph 13.5(a) of Part B of Schedule 2.2 (Performance Levels);
Type B Incident	has the meaning given to that term in Paragraph 13.5(b) of Part B of Schedule 2.2 (Performance Levels);
Type B Incident Identification Time	has the meaning given to that term in Paragraph 13.5(b) of Part B of Schedule 2.2 (Performance Levels);
UE	user equipment as defined by 3GPP;
UK	the United Kingdom;
Unacceptable KPI Failure	the Supplier achieving a KPI Service Threshold Failure in respect of more than 50% of the total number of Key Performance Indicators that are measured in that Service Period;
Unplanned Operational Change	a type of Operational Change as categorised and defined in Paragraph 8.5.1(g) of Schedule 8.2 (Change Control Procedure);
Unplanned Operational Trial	a Trial forming part of the Service Acceptance Test to demonstrate the ability of the ESN Tested Services to operate in accordance with requirements set out in set out in Schedules 2.1 and 2.2 and are able to support the business processes of User Organisations when responding to unplanned operational demands, as further specified in Schedule 6.2 , Annex 2;
Unrecovered Costs	the Allowable Costs incurred by the Supplier in the performance of this Agreement (as summarised in the Financial Model) to the extent that the same remain at the Termination Date to be recovered through Charges that but for the termination of this Agreement would have been payable by the Authority after the Termination Date in accordance with Schedule 7.1 (Charges and Invoicing) as such Allowable Costs and Charges are forecast in the Financial Model;

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Unrecovered Payment	an amount equal to the lower of: (a) the sum of the Unrecovered Costs and the Unrecovered Supplier Cash Margin; and (b) the amount specified in Paragraph 4 of Schedule 7.2 (Payments on Termination);
Unrecovered Profit	(Total Allowable Costs Incurred + Anticipated Contract Life Supplier Cash Margin Percentage) - Cash Margin Already Paid;
Updates	in relation to any Software and/or any Deliverable means a version of such item which has been produced primarily to overcome Defects in, or to improve the operation of, that item;
Upgrades	any patch, New Release or upgrade of Software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications, but excluding any Update which the Supplier or a third party software supplier (or any Affiliate of the Supplier or any third party) releases during the Term;
Upper Quartile	the top 25% of instances of provision of a Comparable Service by members of the Comparison Group ranked by best value for money to the recipients of that Comparable Service;
US Supplier	the Supplier;
User	a generic term for either a System User or a Self Service User depending on the context of the requirement of the User of the Services;
User Acceptance Testing or **UAT**	Testing to enable the Authority to satisfy itself that the functionality and performance of the ESN Tested Service meets its specified requirements, as further specified in Paragraph 16 of Schedule 6.2 (Testing and Assurance Procedures);
User Client	a software Application or collaboration of multiple Applications that run on User Devices and/or User Organisation ICT platforms and which interacts with the Supplier Solution and the MS Supplier Solution to establish the appropriate communications path for the transaction required;
User Device	an Authority-approved device, configured in accordance with Annex G – User Device Reference Configurations of Schedule 2.1 (Services Description), that connects to the Supplier Solution through the Mobile Network Radio Interface;
User Device Build	a specific configuration of Operating System, Applications and associated parameters distributed by the UDM Service and loaded onto User Devices;

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User Device Catalogue Service	a catalogue service to enable Users to place and track orders for User Devices, User Device accessories and ESIMs;
User Device Detailed Specification or **UDDS**	a document providing all specifications necessary to enable the Authority to set up a framework with Suppliers of User Devices that are compatible with the Supplier's Services;
User Device Management Service	a management Service that configures User Devices to operate securely with the Supplier's services and allows Users to create and maintain standardised distribution of Operating Systems and Applications;
User Device Management Systems	the Software and systems to support the User Device Management Service that are within the Supplier Solution;
User Organisation	the organisations permitted to use the ESN Services, set out in Annex A – User Organisations, of Schedule 2.1 (Services Description);
User Priority	the level of priority set against the User Subscription that is used to provide further granularity of priority within each Bearer, including use of ARP. This User Priority may be set differently per Bearer;
User Profile	a User Profile sets out what permissions a User has and allows them to access that functionality;
User Role Profile	a set of permissions and characteristics for the Public Safety Communication Service which can be applied to groups of users who perform the same role;
User Traffic Report	the records described in Paragraph 6.3.3(c) of Annex D of Schedule 2.1 (Services Description);
US Supplier Reference System	the components of the ESN Reference System provided by the Supplier;
US-to-MS Interface	the physical and logical interface between the US and MS suppliers that allows transfer of signalling and traffic between the US and MS supplier including: (a) traffic to and from User Devices; and (b) service management traffic for purposes of User configuration, billing, operations and maintenance etc;
US-to-UO Interface	the physical and logical interface between the US Supplier and User Organisations that allows transfer of signalling and traffic including: (a) User Public Safety Communications signalling and

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	traffic between Users connected to User Organisation Control Room Systems and Users connected to the ESN; (b) traffic for the User Device Management Service; and (c) service management information for users accessing ESN Service Management System;
VAT	value added tax as provided for in the Value Added Tax Act 1994;
Vehicle Coverage	the geographical area where a User Device, equivalent to the vehicle configuration characteristics defined in Annex G – User Device Reference Configurations of Schedule 2.1 (Services Description), can access the Mobile Communication Services at the Minimum Data Rates specified in Annex F – Minimum Data Rates of Schedule 2.1 (Services Description);
Verification Period	in relation to an Allowable Assumption, the period from (and including) the Effective Date to (and including) the date at which the relevant Allowable Assumption expires, as set out against the relevant Allowable Assumption in column 8 in the table in Annex 2 of Schedule 7.1 (Charges and Invoicing);
Voice Services	Services providing voice communications between/among ESN Users using One-to-One or Group Call functionality;
Web	the world wide web;
Weighting Factor	For each Performance Indicator, the value (expressed as a percentage) described as the Weighting Factor in the descriptors of such Performance Indicator set out in Part C of Schedule 2.2 (Performance Levels);
WiFi	a wireless communications technology for data exchange, based on IEEE 802.11;
Work Packages	has the meaning given in Change Authorisation Note 110 dated 2 February 2017;
Working Day	any day other than a Saturday, Sunday or public holiday in England and Wales; and
Workshops	has the meaning given to that term in Paragraph 4.1 of Schedule 6.1 (Implementation Plan);
X2	3GPP defined interface handling inter cell handover between ES and MS radio equipment.

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