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**ATTACHMENT 16-1 SPECIAL TERMS**

**PSN SERVICES**

**CALL-OFF TERMS**

**SCHEDULE 1**

**DEFINITIONS**

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

<b><u>“Aastra”</u></b>	<u>Aastra software that was developed by a company called Aastra that is used in the Solidus platform. Aastra (the company) are now defunct and the software is supported by Damavo;</u>
<b><u>“Acceptance Criteria ”</u></b>	<u>the criteria for Approval of a Milestone, Deliverable, or other element of a Service (including a TMO Service or an FMO Service), including any criteria set out in the Project Initiation Document relating to that Milestone or Service;</u>
<b><u>“Access Code”</u></b>	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
<b><u>“Access Management Service”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 1.5 (Access Management) in Category 3 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions);</u>
<b><u>“Achieve”</u></b>	in respect of a Test, to successfully pass a Test without any Test Issues and, in respect of a Milestone, the issue of a Milestone Achievement Certificate in respect of that Milestone in accordance with Schedule 4.2 (Testing

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	Procedures), and <b>“Achieved”</b> and <b>“Achievement”</b> shall be construed accordingly;
<b>“Achieved Service Level”</b>	the actual level of performance of the Contractor System and/or Service, achieved by the Contractor in relation to a Service Measure for a Service Measurement Period;
<b>“Acquired Rights Directive”</b>	the European Council Directive 2001/23/EC on the approximation of laws of European member states relating to the safeguard of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended;
<b>“Affected Party”</b>	the Party seeking to claim relief in respect of a Force Majeure Event;
<b>“Affiliate”</b>	in relation to a body corporate, any other entity which from time to time directly or indirectly Controls or is Controlled by that body corporate, or is under the same direct or indirect common Control as, that body corporate;
<b><u>“Agency Manager Requirements ”</u></b>	<u>the Service Requirements in Category 3 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions):</u>
<b><u>“Agency Manager’s Service Improvement Process”</u></b>	<u>the process known as such and which is provided by the Agency Manager to the Contractor:</u>
<b><u>“Agency Manager”</u></b>	<p>(i) <u>the third party (or third parties) appointed by the Customer Authority to perform the agency management services under an agency management services agreement; or</u></p> <p>(ii) <u>the Customer Authority.</u></p> <p><u>as notified by the Customer Authority to the Contractor</u></p>

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	<u>from time to time in writing;</u>
<b><u>“Agency Manager Service Desk”</u></b>	<u>the service desk provided by the Agency manager. This is and will continue to be the Service Desk the Customer Authority uses to report incidents;</u>
<b><u>“Agency Manager Service Requirements”</u></b>	<u>the Service Requirements set out in Category 3 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions);</u>
<b><u>“Agency Manager’s Interface Design Specification”</u></b>	<u>The high level design specification setting out how the Contractor could ensure a technical interface with the Agency manager’s Service Desk, CMDB and other enterprise tooling;</u>
<b><u>“Agreed Service Time”</u></b>	<u>has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;</u>
<b><u>“Agreement”</u></b>	<u>the Clauses of this agreement together with the Schedules and appendices to it, and a completed and signed Call-Off Form, as may be amended by the Parties in accordance herewith;</u>
<b><u>“Analogue Terminal Adapters (ATAs)”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 7 (Analogue Terminal Adapters (ATAs)) in Category 2 of Part A of Appendix 3 ((Service Requirements and Contractor Service Descriptions);</u>
<b><u>“APM Probe”</u></b>	<u>a device which monitors the performance of the Customer Authority’s WAN;</u>
<b><u>“APM Service”</u></b>	<u>shall have the same meaning as “APM (Application Performance Monitoring)” as set out in the Glossary;</u>
<b><u>“Applications”</u></b>	<u>a set of one or more programs designed to carry out operations for a specific application;</u>

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<b>“Approval”</b>	the prior written approval of the Customer Authority (and <b>“Approve”</b> and cognate terms shall be construed accordingly);
<b><u>“As-Is Services”</u></b>	<u>such Services to be supplied by the Contractor to the Customer Authority in accordance with the provisions of Paragraph 5 of Appendix 16;</u>
<b><u>“Asset and Configuration Management (SACM) Service”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 3.2 (Asset and Configuration Management) in Category 3 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions);</u>
<b>“Asset(s)”</b>	all assets and rights used by the Contractor to provide the Services in accordance with this Agreement including Third Party Materials, Exclusive Assets and Non-Exclusive Assets but excluding the Customer Authority Assets;
<b>“Assignee”</b>	has the meaning given to it in Clause 51.2;
<b>“ATP Milestone Date”</b>	the Milestone Date on which the Contractor is granted Authority to Proceed in respect of the relevant Operational Service;
<b><u>“Audio Conferencing Service”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 14 (Audio Conferencing) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions);</u>
<b>“Authority to Proceed” or “ATP”</b>	the point at which the Contractor is authorised to provide the relevant Operational Services to the Customer Authority provided in the form of a Milestone Achievement Certificate relating to the Milestone which is recorded as

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	being linked to ATP in the Implementation Plan;
<b><u>“Available”</u></b>	<u>the Contractor System, a Service and/or Service Element shall be “available” when End Users are able to access and use all its functions at a level that enables them to carry out their normal duties. “Availability” shall be construed accordingly;</u>
<b><u>“Availability Management Service”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 2.1 (Availability Management) in Category 3 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions);</u>
<b><u>“Average Price”</u></b>	in relation to the Comparable Services provided by the Comparison Group(s), the mean average of prices for those Comparable Services as adjusted to produce Equivalent Services Data over the previous twelve (12) month period or other period as agreed in writing between the Parties. The “mean average price” shall be calculated by aggregating the prices derived from Equivalent Services Data for each of the services and dividing the same by the number instances of Comparable Services;
<b><u>“Back Out Plans”</u></b>	<u>a governance integration approach that specifies the processes required to restore a system to its original or earlier state, in the event of failed or aborted implementation;</u>
<b><u>“Balance Sheet Date”</u></b>	<u>the accounting year end date for the Contractor;</u>
<b><u>“Bandwidth Allocation Services”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 4 (HIPT bandwidth allocation) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions);</u>

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<b>“Base Case Financial Model”</b>	the Financial Model projecting Costs and Charges in relation to the provision of the Services prepared by the Contractor as at the date of this Agreement consistent with the requirements in a proforma which is set out in Appendix 10 of the Call-Off Form;
<b>“Base Cost”</b>	<p>the direct cost to the Contractor, calculated per Man Day, of employing the Contractor Personnel, expressed per individual, and including:</p> <ul style="list-style-type: none"><li>(a) salary cost;</li><li>(b) staff training;</li><li>(c) work place accommodation;</li><li>(d) ICT equipment and tools;</li><li>(e) pension allowances;</li><li>(f) car allowances; and</li><li>(g) any other fringe benefits;</li></ul>
<b><u>“Baseline Security Requirements”</u></b>	<u>the Customer 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 Contractor;</u>
<b><u>“Base Service”</u></b>	<u>a Service component which the Customer Authority and all Customer's receive when taking a Standard Service from the Contractor and “Base Services” shall be construed accordingly;</u>
<b><u>“Baseline(d)”</u></b>	<u>A position or situation that is recorded. Although the position may be updated later, the baseline remains unchanged and available as a reminder of the original</u>

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	<u>state and as a comparison against the current position. Anything ‘baselined’ should be under version control in configuration management and ‘frozen’, i.e. no changes to that version are allowed.</u>
<b><u>“Baselining ”</u></b>	<u>has the meaning set out in the Implementation Plan;</u>
<b><u>“BCDR Plan”</u></b>	<u>a plan developed pursuant to Part B of Schedule 6.5 (Business Continuity and Disaster Recovery Provisions);</u>
<b><u>“BCDR Plan”</u></b>	<u>means a plan developed pursuant to Part B of Schedule 6.5 (Business Continuity and Disaster Recovery Provisions);</u>
<b>“BCDR Test Report”</b>	has the meaning given to it in Paragraph 3.5 of Part B of Schedule 6.5 (Business Continuity and Disaster Recovery Provisions);
<b>“Benchmark Review”</b>	a review of the Services carried out in accordance with Paragraph 5 of Schedule 5.3 (Benchmarking) to determine whether any or all of the Services represent Good Value;
<b>“Benchmarked Services”</b>	the Services that the Customer Authority elects to include in a Benchmark Review under Paragraph 3.2 of Schedule 5.3 (Benchmarking), and where a sub-set of Services is selected, such Services shall be related;
<b>“Benchmarker”</b>	the independent third party appointed under Paragraph 4.1 of Schedule 5.3 (Benchmarking);
<b>“Benchmarking Report”</b>	the report produced by the Benchmarker following the Benchmark Review as further described in Paragraph 6 of Schedule 5.3 (Benchmarking);
<b>“Beneficiary”</b>	has the meaning given to it in Paragraph 8.1 of Schedule 7.1 (Staff Transfer);

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<b><u>“Bespoke Service Unit Price”</u></b>	<u>has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;</u>
<b><u>“Bespoke Services”</u></b>	<u>the services which have an element of specification and/or design so cannot be taken by the Customer Authority as a Standard Service without further development, as set out in the Service Requirements and Contractor Service Descriptions. These services cannot (i) impact the performance (including functioning, implementation and operation), security or PSN Compliance of any Shared Services without the prior written approval of the Shared Services Working Group; or (ii) be used to provide services that are out of scope from those specified in the PSN Connectivity OJEU and/or breach EU procurement Laws. Where the Contractor subsequently wishes to supply these services to other Customers, it will be subject to the written approval of the customer that ordered the Bespoke Service;</u>
<b><u>“Bill of Materials or BOM”</u></b>	<u>the list of costs in respect of purchasing each of the Contractor Procured Assets, as set out in Annex 10-1 of Appendix 10 (Charging and Invoicing) and the Financial Model;</u>
<b><u>“Board Member”</u></b>	<u>the Customer Authority and Contractor appointments to the Boards as set out in Appendix 12 of the Call-Off Form;</u>
<b><u>“Boards”</u></b>	<u>the Contractor Board and Services Board, Partnering Board, Technology Services Board (TSB) and ICT Director Board, together with, in respect of Transition, the Transition Board as provided for by Schedule 4.1 (Implementation Plan);</u>
<b><u>“Breach(es) of Security ”</u></b>	<p><u>the occurrence of any:</u></p> <p><u>(a) unauthorised access to or use or disclosure of and/or the Services, the Customer Authority</u></p>



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	<p><u>Premises, the Sites, the Contractor System, the Customer Authority System (to the extent that it is under the control of the Contractor) and/or any IT, information or data (including [Sensitive Information] as defined by the Government Security Classification Policy and the Customer Authority Data) used by the Customer Authority and/or the Contractor in connection with this Agreement; and/or</u></p> <p><u>(b) loss, theft and/or unauthorised disclosure of any information or data (including Sensitive Information as defined by the Government Security Classification Policy and the Customer Authority Data), including any copies of such information or data, used by the Customer Authority and/or the Contractor in connection with this Agreement; and/or</u></p> <p><u>(c) event that might compromise the security of onward connections to secure services and/or the Customer Authority's connectivity to such services (e.g. PSN) to the extent that it is under the control of the Contractor; and/or</u></p> <p><u>(d) any event that results in a Default by the Contractor in respect of the Security Requirements in Schedule 2.2 (Security Requirements and Plan) and the Baseline Security Requirements; and/or</u></p> <p><u>(e) (a)-unauthorised access to and/or use of and/or disclosure of; and/or</u></p> <p><u>(f) (b)-loss of and/or unauthorised disclosure of, any aspect of the Services and all processes associated with delivery of the Services including the Customer Authority Premises, the Customer Authority Sites, the Services, the Contractor System and any ICT, information and data (including the Customer</u></p>
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	Authority Confidential Information) used by the Customer Authority or the Contractor in connection with this Agreement;
<b>“Breakage Costs”</b>	<p>any costs (such as the Contractor's own redundancy costs and costs payable for early termination of contracts entered into by the Contractor before receipt of the Termination Notice) incurred by the Contractor directly as a result of the termination of this Agreement which:</p> <p>(a) would not have been incurred had this Agreement continued until its natural expiry;</p> <p>(b) relate directly to the termination of the Services;</p> <p>(c) are unavoidable, proven, reasonable and not capable of recovery;</p> <p>(d) are incurred under arrangements or agreements that are consistent with terms that have been entered into in the ordinary course of business and on reasonable commercial terms; and</p> <p>(e) do not relate to contracts or sub-contracts with Affiliates of the Contractor;</p>
<b><u>“Broadband Services, Direct Exchange and ISDN2 Circuits Service”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 6 (Direct Exchange, and ISDN2 circuits) in Category 2 of Part A of Appendix 3 ((Service Requirements and Contractor Service Descriptions);</u>
<b><del>“Business Continuity”</del></b>	<del>the planning for and implementation of infrastructure, processes and procedures to enable the Customer Authority to continue to perform business functions in the event of a Business Continuity Event;</del>
<b>“Business Continuity and</b>	any plan prepared pursuant to Schedule 6.5 (Business

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<b>“Disaster Recovery Plan” or “BCDR Plan”</b>	Continuity and Disaster Recovery Provisions) and as set out in Appendix 13 of the Call-Off Form;
<b>“Business Continuity Event”</b>	any incident or event that causes (or is likely to cause) an adverse effect on the performance and delivery of the Services, whether at a single or multiple sites, including a Disaster or any material interruption, destruction or other loss of operational system capacity, which is material in nature and cannot be managed within the context of normal operating procedures;
<b>“Business Continuity Plan”</b>	has the meaning given to it in Paragraph 1.5.2 of Part B of Schedule 6.5 (Business Continuity and Disaster Recovery Provisions);
<b><u>“Business Continuity”</u></b>	<u>the planning for and implementation of infrastructure, processes and procedures to enable the Customer Authority to continue to perform business functions in the event of a Business Continuity Event;</u>
<b><u>“Business Service Catalogue”</u></b>	<u>the catalogue organised and administered by the Agency Manager containing products and services made available to the Customer at the fixed prices contained therein;</u>
<b><u>“Call Data Charges”</u></b>	<u>the Charges described as such in Appendix 10 (Charging and Invoicing) and set out in the relevant Annex to Appendix 10, such Charges being part of the Service Charges for the Operational Phase;</u>
<b><u>“Call-Off Contract”</u></b>	<u>has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;</u>
<b>“Call-Off Cooperation Agreement”</b>	an agreement in the form attached at Schedule 6.7 (Call-Off Cooperation Agreement) among:  (a) the Customer Authority;

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	<p>(b) the Contractor; <u>and</u></p> <p>(c) Other PSN Services Contractors and/or Customer Authority Third Parties; <u>and</u></p> <p><u>(d) the Agency Manager where agreed between the Customer Authority and the Agency Manager,</u></p> <p>as referred to in Paragraph 3 of the Call-Off Form;</p>
<b>“Call-Off Form”</b>	the form, based on the proforma set out in Schedule 14 of the Framework Agreement;
<b><u>“Call-Off Operating Manual”</u></b>	<u>has the same meaning as Services Operations Manual (SOM);</u>
<b><u>“Call-Off Terms”</u></b>	<u>the standard terms and conditions in Schedule 17 (Call-Off Terms), including the standard schedules to those terms and conditions, as such standard terms and conditions and standard Schedules are amended by the Parties hereto;</u>
<b><u>“Call-Off Operating Manual Capacity Management Service”</u></b>	<p><del>the online manual which sets out detailed technical and operational aspects, processes and procedures (including network diagrams, escalation levels and working instructions) relating to the support and operation of the Services including the processes and procedures for Service Requests. This manual must not set out any technical or operational aspects, processes or procedures which are already set out in this Agreement</del> <u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 2.2 (Capacity Management) in Category 3 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions);</u></p>
<b>“Capital Costs”</b>	those costs which would be treated as capital costs according to generally accepted accounting principles within the UK which shall include the cost to be charged in respect of Assets by the Contractor to the Customer

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	Authority or (to the extent that risk and title in any Asset is not held by the Contractor) any cost actually incurred by the Contractor in respect of those Assets;
<b>“Case Summary”</b>	a concise summary of a Party's case in a Dispute subjected to mediation and <b>“Case Summaries”</b> shall be construed accordingly;
<b><u>“Catalogue Charges”</u></b>	<u>the Charges payable by the Customer Authority if it orders items from the Service Catalogue, as such Charges are set out in the relevant Annex of Appendix 10 (Charging and Invoicing);</u>
<b><u>“Call Detail Records” or “CDR”</u></b>	<u>is a data record produced by a telephone exchange or other telecommunications equipment that documents the details of a telephone call that passes through the facility or the device. The record contains various attributes of the call, such as time, duration, completion status, source number, and destination number</u>
<b><u>“CE”</u></b>	<u>the Customer Authority Equipment;</u>
<b>“CEDR”</b>	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
<b><u>“Central Government Body”</u></b>	<p><u>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:</u></p> <ul style="list-style-type: none"> <li>a) <u>Government Department;</u></li> <li>b) <u>Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</u></li> <li>c) <u>Non-Ministerial Department; or</u></li> <li>d) <u>Executive Agency;</u></li> </ul>

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<b><u>“Central Operator Service”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 12 (Central Operator Service (For Authority HQ sites) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions):</u>
<b>“CESG”</b>	the information assurance arm of the Government Communications Headquarters, Communications-Electronics Security Group, which is responsible for establishing security requirements for communications infrastructure and advising on matters relating to compliance and accreditation to the necessary standards;
<b><u>“CESG Assured Service (Telecoms)” Or “CAS(T)”</u></b>	<u>CESG accreditation for provision of telecoms:</u>
<b><u>“Chairperson”</u></b>	<u>the persons appointed as chairperson to any Board pursuant to the provisions of Appendix 12 (Governance):</u>
<b>“Change”</b>	any change to this Agreement and any change in the way in which the Contractor provides the Services, including any upgrades to the Software or Assets which the Contractor uses to provide the Services;
<b>“Change Authorisation Note”</b>	the form used by the Parties to set out the agreed Contract Change and which shall be substantially in the form of Appendix 3 to Schedule 6.2 (Change Control Procedure);
<b>“Change Communication”</b>	any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to Schedule 6.2 (Change Control Procedure);
<b>“Change Control</b>	the procedure for dealing with Changes set out in

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<b>Procedure”</b>	Schedule 6.2 (Change Control Procedure);
<b>“Change in Law”</b>	any change in Law which impacts on the performance of the Services which comes into force after the Effective Date;
<b><u>“Change Management Service”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 3.1 (Change Management) in Category 3 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions):</u>
<b>“Change of Control”</b>	a change in Control of the Contractor or a Sub-contractor;
<b>“Change of Ownership”</b>	the acquisition whether by purchase, transfer, renunciation or otherwise by a third party purchaser of any interest in shares in the capital of a Relevant Entity if, upon completion of that acquisition, the third party purchaser, together with the persons acting in concert or connected with him, would hold more than fifty percent (50%) of the voting rights attached to the issued shares in the capital of the Relevant Entity. For the purposes of this definition, the expressions “acting in concert” and “connected with” shall have those respective meanings ascribed to them as set out in the City Code on Takeovers and Mergers;
<b>“Change Request”</b>	a written request for a Contract Change which shall be substantially in the form of Appendix 1 to Schedule 6.2 (Change Control Procedure);
<b><u>“Change”</u></b>	<u>any change to this Agreement and any change in the way in which the Contractor provides the Services, including any upgrades to the Software or Assets which the Contractor uses to provide the Services;</u>
<b>“Charges”</b>	the charges for the provision of the Services set out in Appendix 10 of the Call-Off Form, as determined in

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	accordance therewith and Part A of Schedule 5.1 (Charges and Invoicing), including any Milestone Payments and Service Charges;
<b><u>“Chat”</u></b>	<u>the Instant Messaging function;</u>
<b><u>“CJX”</u></b>	<u>Criminal Justice Extranet: Government secure extranet</u>
<b><u>“CLI”</u></b>	<u>a telephony network feature that allows caller's number and/or name to be displayed on the screen of the recipient's phone, provided that the calling number is not blocked;</u>
<b><u>“COBIT”</u></b>	<u>Control Objectives for Information and Related Technology;</u>
<b><u>“Code of Connection”</u></b>	<u>has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;</u>
<b><u>“Code” or “Codes”</u></b>	<u>has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;</u>
<b><u>“Code of Interconnection”</u></b>	<u>has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;</u>
<b><u>“Code of Connection Practice”</u></b>	<u>has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;</u>
<b><u>“Code of Practice”</u></b>	<u>has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;</u>
<b><u>“Code” or “Codes”</u></b>	<u>has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;</u>
<b><u>“Codec”</u></b>	<u>a set of equipment that encodes an analogue speech or video signal into digital form for transmission purposes and, at the receiving end decodes the digital signal into a form close to its original;</u>



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<b>“Commencement Date”</b>	the date on which the Services start, as set out in the Call-Off Form;
<b>“Commercially Sensitive Information”</b>	the information listed in Appendix 2 of the Call-Off Form comprising the information of a commercially sensitive nature relating to the Contractor, its IPR or its business or which the Contractor has indicated in writing to the Customer Authority that, if disclosed by the Customer Authority, would cause the Contractor significant commercial disadvantage or material financial loss;
<b><u>“Common Service Requirements”</u></b>	<u>has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;</u>
<b><u>“Commodity Unit Charges”</u></b>	<u>the Charges described as such in Appendix 10 (Charging and Invoicing) and set out in the relevant Annex to Appendix 10, such Charges being part of the Service Charges for the Operational Phase;</u>
<b><u>“Community Service”</u></b>	<u>where a service, such as the PSN ‘protected service’ (encrypted), provides assured network layer encryption for a community. This is termed a segregated Community Service;</u>
<b>“Comparable Services”</b>	services that are identical or materially similar to the Benchmarked Services (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar services exist in the market, the Benchmarker shall propose an approach for developing a comparable service benchmark;
<b>“Comparable Supply”</b>	the supply of services to another customer (other than a Direct or Indirect Customer) of the Contractor that are same or similar to the Services;
<b>“Comparison Group(s)”</b>	a sample group or groups of organisations providing Comparable Services identified by the Benchmarker under

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	Paragraph 5 of Schedule 5.3 (Benchmarking) which consist(s) of organisations which are either of similar size to the Contractor or which are similarly structured in terms of their business and their service offering so as to be (in the Benchmarkers professional opinion) fair comparators with the Contractor or which, in the professional opinion of the Benchmarkers, are best practice organisations;
<b>“Confidential Information”</b>	the Customer Authority's Confidential Information and/or the Contractor's Confidential Information;
<b><u>“Configuration Policy”</u></b>	<u>a policy for establishing and maintaining consistency of a product's performance, functional and physical attributes with its requirements, design and operational information throughout its life;</u>
<b>“Connected PSN Services Contractors”</b>	(a) an Other PSN Services Contractor which has entered into an PSN Services Call-Off Contract with the Customer Authority; or  (b) where relevant, a Wider PSN Contractor which has entered into a contract with the Customer Authority, and which are involved in providing the Overall Services or are affected by their provision;
<b><u>“Contact Centre Service”</u></b>	<u>shall have the same meaning as “CPSD Contact Centre Service”;</u>
<b><u>“Continual Service Improvement ”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 6 (Continual Service Improvement) in Category 3 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions);</u>
<b><u>“Contract”</u></b>	<u>references to “Contract” shall have the same meaning as references to the “Agreement”;</u>

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<b>“Contract Change”</b>	any Change to this Agreement other than an Operational Change and a Service Request;
<b>“Contract Performance Point” or “CPP”</b>	the Milestone Date after the ATP Milestone Date on which the Contractor has demonstrated to the Customer Authority that the Contractor Solution or any relevant Service is working satisfactorily in its operating environment;
<b>“Contract Year”</b>	a period of twelve (12) months (or shorter period in the period immediately prior to the end of the Term) commencing on the Effective Date or on an anniversary of the Effective Date;
<b>“Contracting Authority”</b>	any contracting authority as defined in the Regulations which for the purpose of the Agreement will be other than the Customer Authority;
<b>“Contractor”</b>	the contractor specified in the preamble to the Call-Off Form;
<b>“Contractor Board”</b>	a governance board involving the Customer Authority and the Contractor and which will be established in accordance with Schedule 6.1 (Governance);
<b><u>“Contractor Default”</u></b>	<u>a Default committed by the Contractor;</u>
<b>“Contractor Equipment”</b>	the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub-contractors (but not hired, leased or loaned from the Customer Authority) for the provision of the Services as amended from time to time through the Change Control Procedure <u>but not including for the avoidance of doubt the Contractor Procured Assets after ownership has transferred to the Customer Authority in accordance with Appendix 7 (Customer Authority Equipment and Exclusive</u>

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	<u>Equipment</u> );
<b><u>“Contractor ICT Director Board Representative(s)”</u></b>	<u>the persons appointed by the Contractor to the ICT Director Board pursuant to Paragraph 5.2 of Appendix 12 (Governance) or any replacements thereto as permitted by and pursuant to the provisions of this Agreement;</u>
<b><u>“Contractor Material”</u></b>	the Contractor Software together with the Documentation relating to the Contractor Software;
<b><u>“Contractor Personnel”</u></b>	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
<b><u>“Contractor Procured Assets”</u></b>	<u>the equipment procured by the Contractor, the ownership of which shall transfer to the Customer Authority in accordance with Appendix 7 (Customer Authority Equipment and Exclusive Equipment);</u>
<b><u>“Contractor Procured Software”</u></b>	<u>the Third Party Software procured by the Contractor, which will be transferred to the Customer Authority in accordance with Appendix 7 (Customer Authority Equipment and Exclusive Equipment);</u>
<b><u>“Contractor Representative”</u></b>	the representative appointed by the Contractor pursuant to Clause 20.1;
<b><u>“Contractor Service Descriptions”</u></b>	the descriptions of the Services set out in Part B of Appendix 3 of the Call-Off Form (which are taken from Part B of Schedule 2 (Service Requirements and Contractor Service Descriptions) of the Framework Agreement) including the Contractor Solution;
<b><u>“Contractor’s Service Delivery Manager”</u></b>	<u>the person appointed to that position by the Contractor as set out in Appendix 2 (Information Required for Call-Off) or any replacement thereto as permitted by and pursuant to the provisions of this Agreement;</u>

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<b><u>“Contractor Services Board Representative(s)”</u></b>	<u>the persons appointed by the Contractor to the Services Board pursuant to Paragraph 1.2 of Appendix 12 (Governance) or any replacements thereto as permitted by and pursuant to the provisions of this Agreement;</u>
<b><u>“Contractor Software”</u></b>	software that is proprietary to the Contractor and any Affiliate;
<b><u>“Contractor Solution”</u></b>	that part of the Contractor's solution (if any) set out in Part B of Appendix 3 of the Call-Off Form and which is (if applicable) taken from Part B of Schedule 2 (Service Requirements and Contractor Service Descriptions) of the Framework Agreement;
<b><u>“Contractor Standard Services”</u></b>	<u>has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;</u>
<b><u>“Contractor System”</u></b>	the ICT system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Customer Authority System);
<b><u>“Contractor TSB Representative(s)”</u></b>	<u>the persons appointed by the Contractor to the TSB pursuant to Paragraph 4.2 of Appendix 12 (Governance) or any replacements thereto as permitted by and pursuant to the provisions of this Agreement;</u>
<b><u>“Contractor's Change Manager”</u></b>	<del>the person appointed to that position by the Contractor from time to time and notified in writing to the Customer Authority or, if no person is notified, the Contractor's Representative;</del>
<b><u>“Contractor's Confidential Information”</u></b>	<del>any information, which has been designated as confidential by the Contractor in writing or that ought reasonably to be considered as confidential, however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how,</del>

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	personnel and suppliers of the Contractor, including IPRs and Documentation which is proprietary to the Contractor and its Sub-contractors, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as “confidential”) or which ought reasonably to be considered to be confidential;
<b><u>“Contractor’s Final Staff List”</u></b>	the relevant list of all Contractor Personnel engaged in or wholly or mainly assigned to, the provision of the Services or any relevant part of the Services which is ceasing to be provided by the Contractor at Termination Transfer Date;
<b><u>“Contractor’s Call Off Pricing Catalogue”</u></b>	that part of the Contractor’s Service Catalogue that sets out the prices for the Services, as set out in Appendix 10 of the Call-Off Form;
<b><u>“Contractor’s Call Off Service Catalogue”</u></b>	<u>shall have the same meaning as “Service Catalogue”.</u>
<b><u>“Contractor’s Final Staff List”</u></b>	<u>the relevant list of all Contractor Personnel engaged in or wholly or mainly assigned to, the provision of the Services or any relevant part of the Services which is ceasing to be provided by the Contractor at Termination Transfer Date;</u>
<b><u>“Contractor’s Premises”</u></b>	<u>Premises belonging to the Contractor where Services are to be performed from;</u>
<b><u>“Contractor’s Proposals”</u></b>	has the meaning given to it in Paragraph 2.5.3 of Part B of Schedule 6.5 (Business Continuity and Disaster Recovery Provisions);
<b><u>“Contractor’s Service Delivery Manager”</u></b>	<u>the person appointed by the Contractor to be its Service Delivery Manager pursuant to Paragraph 1.3 of Appendix 2 (Information Required for Call-Off) or any replacements thereto as permitted by and pursuant to the provisions of this Agreement;</u>
<b><u>“Contractor’s Service</u></b>	<u>the single point of contact set up and operated by the</u>

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<b><u>Desk</u></b>	<b><u>Contractor to log, monitor and escalate Incidents:</u></b>
<b><u>“Contractor’s Transition Manager”</u></b>	<b><u>the person appointed to that position by the Contactor as set out in Appendix 2 (Information Required for Call-Off) or any replacement thereto as permitted by and pursuant to the provisions of this Agreement</u></b>
<b><u>“Contractor”</u></b>	<b><u>the contractor specified in the preamble to the Call-Off Form;</u></b>
<b><u>“Contractor’s Change Manager”</u></b>	<b><u>the person appointed to that position by the Contractor from time to time and notified in writing to the Customer Authority or, if no person is notified, the Contractor’s Representative;</u></b>
<b><u>“Contractor’s Confidential Information”</u></b>	<b><u>any information, which has been designated as confidential by the Contractor in writing or that ought reasonably to be considered as confidential, however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Contractor, including IPRs and Documentation which is proprietary to the Contractor and its Sub-contractors, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as “confidential”) or which ought reasonably to be considered to be confidential;</u></b>
<b><u>“Contractor’s Provisional Staff List”</u></b>	<b>a list prepared and updated by the Contractor of all Contractor 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 will no longer be provided by the Contractor) as at the date of such list;</b>
<b><u>“Contractor’s Response to</u></b>	<b>all documents submitted by the Contractor, prior to the</b>

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<b>the ITT”</b>	Effective Date, in response to the ITT;
<b>“Contractor’s Call Off Service Catalogue”</b>	<del>where required by the Customer Authority, the electronic catalogue setting out the Services and associated prices as may be updated by the Parties in accordance with Clause 24.2, including the Contractor’s Call Off Pricing Catalogue. The catalogue will be a version of the catalogue produced under the Framework Agreement which is specific to this Agreement;</del>
<b>“Contractor’s Service Desk”</b>	<del>the single point of contact set up and operated by the Contractor to log, monitor and escalate Incidents;</del>
<b>“Control”</b>	that a person possesses, directly or indirectly, 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 <b>“Controls”</b> and <b>“Controlled”</b> shall be interpreted accordingly;
<b>“Conviction”</b>	other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding-over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006;
<b><u>“Co-Operating Contractors”</u></b>	<u>a third party supplier to the Customer Authority who signs the Call-Off Cooperating Agreement;</u>
<b><u>“Core Working Hours”</u></b>	<u>8am to 6pm Monday to Friday, excluding Bank Holidays;</u>
<b>“Correction Plan”</b>	the Contractor's plan for the remediation of any:



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	<p>(a) Test Issues, failure to Achieve a Milestone or the resolution of any non-conformities in any Deliverable to be agreed in accordance with Clause 5 (Implementation Delays - General Provisions); or</p> <p>(b) Service Failure in accordance with Clause 10 (Service Levels, Performance Monitoring and Warning Notices);</p>
<b>“Costs”</b>	the costs to be incurred by the Contractor in providing the Services including the Base Cost and the Overhead;
<b><u>“CPS Direct”</u></b>	<u>the software identified as such in Appendix 7:</u>
<b><u>“CPS Expenses Policy”</u></b>	<u>the Customer Authority’s expense policy, as amended from time to time;</u>
<b><u>“CPSD”</u></b>	<u>the Crown Prosecution Service Direct;</u>
<b><u>“CPSD Contact Centre”</u></b>	<u>shall have the same meaning as “CPSD Contact Centre Service”;</u>
<b><u>“CPSD Contact Centre Service”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 8 (CPSD Contact Centre) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions)PSN Services);</u>
<b><u>“CPSD Home Worker Package”</u></b>	<u>part of the CPSD Service that enables Customer Authority home workers to access the CPSD Service;</u>
<b>“Critical Service Failure”</b>	<p>for the Contractor System and/or a Service any of the following events:</p> <p>(a) the performance of such by the Contractor falling to, or below, the Service Failure Threshold in any Service Measurement Period; and/or</p> <p>(b) the Contractor accruing a Repeat Failure count of two</p>

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	(2) or more;
<b>“Crown Body”</b>	any department, office or agency of the Crown;
<b>“Customer”</b>	<del>the Framework Authority and any other contracting bodies described in the PSN Services OJEU and listed in Regulation 3 of the Regulations, including Direct Customers and Indirect Customers (but excluding the Customer Authority);</del>
<b>“Customer Authority”</b>	<del>the Contracting Authority specified in the preamble to the Call-off Form;</del>
<b>“Customer Authority Assets”</b>	the Customer Authority Data, the specially written materials, including the Specially Written Software, the Customer Authority infrastructure (including ICT), <u>the Customer Authority Equipment, the Customer Authority Software</u> and any other data materials, Documentation, information, programs, codes, software, assets, equipment or other property owned by or licensed to the Customer Authority and which is or may be used by the Contractor in connection with the provision or receipt of the Services;
<b>“Customer Authority Cause”</b>	any breach by the Customer Authority of any of the Customer Authority Responsibilities (unless caused or contributed to by the Contractor and/or any Sub-contractor, whether under this Agreement or directly or as sub-contractor under any other PSN Services Call-Off Contract, or as the result of any act or omission by the Customer Authority to which the Contractor has given its prior consent). Customer Authority Cause shall not include any exercise by the Customer Authority of its rights under this Agreement or the consequences of such action;
<b>“Customer Authority Confidential Information”</b>	all Customer Authority Data and any information, however it is conveyed, that relates to the business, affairs,

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	developments, trade secrets, know-how, personnel, and suppliers of the Customer Authority, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked “confidential”) or which ought reasonably be considered to be confidential;
<b>“Customer Authority Data”</b>	(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 Contractor by or on behalf of the Customer Authority; or (ii) which the Contractor is required to generate, process or store pursuant to this Agreement; or  (b) any Customer Authority Personal Data for which the Customer Authority is the Data Controller;
<b>“Customer Authority Equipment”</b>	<del>the</del> <u>any</u> hardware, computer and telecoms devices and equipment supplied by or on behalf of the Customer Authority for the provision of the Services as set out in Appendix 7 of the Call-Off Form, <u>as amended from time to time, and which shall include the Transferring-In Assets and the Contractor Procured Assets;</u>
<b><u>“Customer Authority ICT Director Board Representative(s)”</u></b>	<u>the persons appointed to by the Customer Authority to the ICT Director Board pursuant to Paragraph 5.2 of Appendix 12 (Governance) or as otherwise notified in writing to the Contractor in writing from time to time or, if no person is notified, the Customer Authority’s Representative;</u>
<b>“Customer Authority Materials”</b>	the Customer Authority Data together with any materials, Documentation, information, programs and codes supplied by the Customer Authority to the Contractor, the IPR in which:  (a) are owned or used by or on behalf of the Customer

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	<p>Authority; and</p> <p>(b) are or may be used in connection with the provision or receipt of the Services,</p> <p>but excluding any specially written material, Contractor Material and Third Party Material;</p>
<p><b><u>“Customer Authority Partnering Board Representative(s)”</u></b></p>	<p><u>the persons appointed to by the Customer Authority to the Partnering Board pursuant to Paragraph 3.2 of Appendix 12 (Governance) or as otherwise notified in writing to the Contractor in writing from time to time or, if no person is notified, the Customer Authority’s Representative;</u></p>
<p><b><u>“Customer Authority Personal Data”</u></b></p>	<p>has the meaning given to it in Clause 32.1;</p>
<p><b><u>“Customer Authority Premises”</u></b></p>	<p>premises owned, controlled or occupied by the Customer Authority or its Affiliates which are made available for use by the Contractor or its Sub-contractors for provision of the Services (or any of them) on the terms set out in this Agreement or any separate agreement or licence including the Customer Authority Sites;</p>
<p><b><u>“Customer Authority PSN Services Contract Manager”</u></b></p>	<p><del>the representative of the Customer Authority set out in Appendix 2 of the Call-Off Form, as may be changed from time to time</del><u>person appointed to that position by the Customer Authority and notified as identified in Appendix 2 (Information Required for Call-Off) or as otherwise notified in writing to the Contractor in writing from time to time or, if no person is notified, the Customer Authority’s Representative;</u></p>
<p><b><u>“Customer Authority</u></b></p>	<p>the representative appointed by the Customer Authority</p>

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<b>Representative”</b>	pursuant to Clause 20.1;
<b>“Customer Authority Responsibilities”</b>	the responsibilities of the Customer Authority specified in Schedule 3 (Customer Authority Responsibilities). Any obligations of the Customer Authority specified elsewhere in this Agreement shall not be Customer Authority Responsibilities unless they are specifically highlighted as “Customer Authority Responsibilities”;
<b><u>“Customer Authority Service Delivery Manager”</u></b>	<u>the person appointed by the Customer Authority to be its Service Delivery Manager pursuant to Paragraph 2 of Appendix 2 (Information Required for Call-Off) or as otherwise notified in writing to the Contractor in writing from time to time or, if no person is notified, the Customer Authority’s Representative;</u>
<b><u>“Customer Authority Services Board Representative(s)”</u></b>	<u>the persons appointed to by the Customer Authority to the ICT Director Board pursuant to Paragraph 1.2 of Appendix 12 (Governance) or as otherwise notified in writing to the Contractor in writing from time to time or, if no person is notified, the Customer Authority’s Representative;</u>
<b>“Customer Authority Sites” or “Customer’s Sites” or “Customer Sites”</b>	those Customer Authority Premises to which a Contractor System and/or a Service is provided, <del>as set out in Appendix 3 of the Call-Off Form</del> <u>each of the Customer Authority and the Contractor shall agree such list by 1 October 2015;</u>
<b><u>“Customer Authority Software”</u></b>	<u>the software supplied by or on behalf of the Customer Authority for the provision of the Services as set out in Appendix 7 of the Call-Off Form, as amended from time to time;</u>
<b>“Customer Authority System”</b>	the Customer Authority's computing environment (consisting of hardware, software and/or

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	telecommunications networks or equipment) used by the Customer Authority or the Contractor in connection with this Agreement which is owned by or licensed to the Customer Authority by a third party and which interfaces with the Contractor System or which is necessary for the Customer Authority to receive the Services;
<b>“Customer Authority Third Party”</b>	a third party supplier to the Customer Authority, including Other PSN Services Contractors and Wider PSN Contractors and <b>“Customer Authority Third Parties”</b> shall be construed accordingly;
<b><u>“Customer Authority TSB Representative(s)”</u></b>	<u>the persons appointed to by the Customer Authority to the Partnering Board pursuant to Paragraph 4.2 of Appendix 12 (Governance) or as otherwise notified in writing to the Contractor in writing from time to time or, if no person is notified, the Customer Authority’s Representative;</u>
<b><u>“Customer Authority’s Transition Manager”</u></b>	<u>the person appointed to that position by the Customer Authority from time to time and notified in writing to the Contractor or, if no person is notified, the Customer Authority’s Representative;</u>
<b><u>“Customer Authority”</u></b>	<u>the Contracting Authority specified in the preamble to the Call-off Form;</u>
<b>“Customer Authority’s Change Manager”</b>	the person appointed to that position by the Customer Authority from time to time and notified in writing to the Contractor or, if no person is notified, the Customer Authority Representative;
<b>“Customer Environments”</b>	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;

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<b><u>“Customer Network Operations Centre (CNOC)”</u></b>	<u>shall have the same meaning as NOC:</u>
<b><u>“Customer”</u></b>	<u>the Framework Authority and any other contracting bodies described in the PSN Services OJEU and listed in Regulation 3 of the Regulations, including Direct Customers and Indirect Customers (but excluding the Customer Authority):</u>
<b><u>“Data Backup Strategy”</u></b>	has the meaning given to it in Paragraph 1.3 of Part C of Schedule 6.5 (Business Continuity and Disaster Recovery Provisions);
<b><u>“Data Cabling Service”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 11 (Data cabling) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions):</u>
<b><u>“Data Controller”</u></b>	has the meaning given to it in the Data Protection Act 1998;
<b><u>“Data Processor”</u></b>	has the meaning given to it in the Data Protection Act 1998;
<b><u>“Data Protection Legislation”</u></b>	the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable any guidance and/or codes of practice issued by the Information Commissioner or relevant Government

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	department in relation to such legislation;
<b><u>“Data Room”</u></b>	<u>shall have the same meaning as the Virtual Data Room;</u>
<b><u>“Data Subject”</u></b>	has the meaning given to it in the Data Protection Act 1998;
<b><u>“Date Compliant”</u></b>	that no previous or future date change has had or will have any adverse impact on the performance or functionality of the Contractor System and/or Assets;
<b><u>“Day Rates”</u></b>	<u>the rate applicable from the Rate Card for working an 8 hour day;</u>
<b><u>“DDI”</u></b>	<u>direct dial in numbers assigned to a communications gateway. The gateway connects the public switched telephone network (PSTN) to the VoIP network, routing and translating calls between the two networks for the VoIP user. DDI numbers allow PSTN users to directly reach users with VoIP phones;</u>
<b><u>“Decommissioning Costs”</u></b>	<u>the costs of decommissioning the Customer Authority Equipment as described in Appendix 10 (Charging and Invoicing), excluding breakage costs;</u>
<b><u>“Deed of Understanding”</u></b> <b><u>or “DoU”</u></b>	<u>the agreements of the same title between a candidate GCNSP or a GCN Service Provider and the Cabinet Office in relation to the provision of GCN Services;</u>
<b><u>“Default”</u></b>	any breach of the obligations of the relevant Party (including fundamental or repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or Sub-contractors 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;



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<b>“Delay”</b>	the period of time by which the implementation of the Services by reference to the Implementation Plan is delayed arising from a failure to Achieve a Milestone and/or Test and any other delay in performing any of the Contractor’s obligations under this Agreement;
<b>“Delay Payments”</b>	the amounts payable by the Contractor to the Customer Authority in respect of a Delay and specified in Appendix 10 of the Call-Off Form;
<b><u>“Delay”</u></b>	<u>the period of time by which the implementation of the Services by reference to the Implementation Plan is delayed arising from a failure to Achieve a Milestone and/or Test and any other delay in performing any of the Contractor’s obligations under this Agreement;</u>
<b>“Deliverable”</b>	an item, feature or service associated with the provision of the Services or a change in the provision of the Services which is required to be delivered by the Contractor at a Milestone Date or at any other stage during the performance of this Agreement;
<b><u>“Dependenc(y)(ies)”</u></b>	<u>a material action on the part of the Customer Authority (or a third party supplier of the Customer Authority but not a third party supplier of the Contractor) that prevents a Milestone or Service Requirement being completed by the Contractor;</u>
<b><u>“Dependent Service”</u></b>	<u>a Contractor System, Service and/or Service Element which is dependent on another Contractor System, Service and/or Service Element to function;</u>
<b>“Designated IPRs”</b>	has the meaning given to it in Clause 30.6;
<b>“Detailed Implementation Plan”</b>	the plan developed in accordance with Paragraph 42 of Schedule 4.1 (Implementation Plan);

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<b>“Direct Customer”</b>	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
<b>“Direct Network Service” or <u>“DNS”</u></b>	a PSN Compliant network with direct connectivity to the GCN;
<b>“Disaster”</b>	<del>the occurrence of one (1) or more events which, either separately or cumulatively, mean that the Services, or a material part of them, will be unavailable for period of three (3) hours or which is reasonably anticipated will mean that the Services or a material part will be unavailable for that period;</del>
<b>“Disaster Recovery”</b>	<del>the process of restoration of the Services (or any part thereof) by the provision of the Disaster Recovery Services;</del>
<b>“Disaster Recovery Plan”</b>	has the meaning given to it in Paragraph 1.5.3 of Part B of Schedule 6.5 (Business Continuity and Disaster Recovery Provisions);
<b>“Disaster Recovery Services”</b>	the disaster recovery and/or business continuity services (as the context may require) to be provided by the Contractor pursuant to Schedule 6.5 (Business Continuity and Disaster Recovery Provisions);
<b>“Disaster Recovery System”</b>	the system identified by the Contractor in the Contractor's Solution which shall be used for the purpose of delivering the Disaster Recovery Service;
<b>“Dispute”</b>	<del>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</del>

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	reference to the <u>Dispute Resolution Procedure</u> ;
<b><u>“Disaster Recovery”</u></b>	<u>the process of restoration of the Services (or any part thereof) by the provision of the Disaster Recovery Services;</u>
<b><u>“Disaster”</u></b>	<u>the occurrence of one (1) or more events which, either separately or cumulatively, mean that the Services, or a material part of them, will be unavailable for period of three (3) hours or which is reasonably anticipated will mean that the Services or a material part will be unavailable for that period;</u>
<b><u>“Dispute Resolution Procedure”</u></b>	the dispute resolution procedure set out in Schedule 6.3 (Dispute Resolution Procedure);
<b><u>“Dispute Resolution Timetable”</u></b>	the Standard Dispute Timetable or the Expedited Dispute Timetable;
<b><u>“Dispute”</u></b>	<u>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;</u>
<b><u>“DMS”</u></b>	<u>Device Management System;</u>
<b><u>“Document Approval Procedure”</u></b>	<u>the approval procedure to be adopted for the Documentary Deliverables in accordance with Annex 3 of Schedule 4.1 (Implementation Plan);</u>
<b><u>“Document Review Plan”</u></b>	<u>the detailed plan for review of the Documentary Deliverables as set out in Paragraph 4.2 of Schedule 4.1 (Implementation Plan);</u>
<b><u>“Documentary Deliverables Matrix (DDM)”</u></b>	<u>the list of documents that will be produced during the Transition Period (also known as the product register) to</u>

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	<u>be delivered by the Contractor to the Customer Authority under Schedule 4.1 (Implementation Plan) and further details of which are set out in the applicable Product Description as set out in Annex 2 of Schedule 4.1 (Implementation Plan):</u>
<b><u>“Documentary Deliverables”</u></b>	<u>the Transition Deliverables to be delivered in document form:</u>
<b><u>“Documentation”</u></b>	<p>descriptions of the Services and Service Level Targets, technical specifications, user manuals, operating manuals, process definitions and procedures, and all such other documentation as:</p> <p>(a) is required to be supplied by the Contractor to the Customer Authority under this Agreement;</p> <p>(b) is required by the Contractor in order to provide the Services; or</p> <p>(c) has been or shall be generated for the purpose of providing the Services;</p>
<b><u>“Domain Name Resolution Service”</u></b>	<u>shall mean those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 10 (Domain Name Resolution) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions):</u>
<b><u>“Downtime”</u></b>	<u>the time(s) within the Agreed Service Time when the Contractor System, a Service and/or Service Element is not Available:</u>
<b><u>“Deed of Understanding” or “DoU”</u></b>	<u>the agreements of the same title between a candidate GCNSP or a GCN Service Provider and the Cabinet Office in relation to the provision of GCN Services;</u>
<b><u>“Effective Date”</u></b>	<u>the date on which this Agreement is signed by both</u>

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	<u>Parties</u> <u>31 August 2015</u> ;
<b>“Emergency Exit”</b>	<p>any termination of this Agreement which is a:</p> <p>(a) termination of the whole or part of this Agreement in accordance with Clause 45 (Termination Rights) except where the period of notice given under that Clause is greater than or equal to six (6) months;</p> <p>(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 45 (Termination Rights); or</p> <p>(c) wrongful termination or repudiation of this Agreement by either Party;</p>
<b>“Employee Liabilities”</b>	<p>all claims, including claims for redundancy payments, <u>termination costs, notice payments, outstanding debts, unlawful deduction of wages, PAYE and National Insurance Contributions, unfair, wrongful or constructive dismissal compensation, compensation for <u>discrimination including but not limited to discrimination on grounds of sex, race, disability, sexual orientation, <u>gender reassignment, marriage or civil partnership, pregnancy, maternity</u>, religion or belief or age-discrimination</u>, claims for equal pay, compensation for less favourable treatment of part-time workers or fixed term employees, and any claims (whether in tort, contract or statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or</u></p>

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	supervisory body and of implementing any requirements which may arise from such investigation), and any legal costs and expenses <u>reasonably incurred in connection with a claim or investigation;</u>
<b>“Employment Regulations”</b>	in the UK, the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) (or any regulations they replaced) as amended or replaced, and in other countries in Europe, the Acquired Rights Directive as implemented and enacted into the domestic laws of each country;
<b><u>“Encryption Service”</u></b>	<u>the Cabinet Office’s encryption service, Inter Provider Encryption Domain (IPED), which has been developed in partnership with leading industry specialists. This means that RESTRICTED information at Impact Level 3 (IL3) can be safely shared across the Public Services Network (PSN). This builds on the existing PSN services which currently operate at the lower security level of IL2 (PROTECT);</u>
<b><u>“End-Of-Life” or “EOL”</u></b>	<u>where it is no longer commercially viable to or it is not possible to service, maintain, support or keep in operation any Customer Authority Assets in accordance with manufacturer’s recommendations or in accordance with Good Industry Practice;</u>
<b>“End User”</b>	an individual who uses a Service;
<b>“Environmental Information Regulations”</b>	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations;
<b><u>“Equipment Maintenance and Disposal Service”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority</u>

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	<u>described in Table 17 (Equipment Maintenance and Disposal) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions):</u>
<b><u>“Equipment Management Policy”</u></b>	<u>a Policy to establish procedures for the management and control of equipment used for the purpose of satisfying the Service Requirements listed in Appendix 3 (Service Requirements and Contractor Service Descriptions). The Policy shall include the acquisition, identification, recording, use, care, maintenance, disposition and reporting of equipment:</u>
<b><u>“Equipment”</u></b>	the Customer Authority Equipment and the Contractor Equipment;
<b><u>“Equipment Room”</u></b>	<u>the Customer Authority’s room where file, print and email servers, telecoms equipment and UPS used to provide Services is housed:</u>
<b><u>“Equivalent Services Data”</u></b>	data derived from an analysis of the Comparable Services provided by the Comparison Group(s) as adjusted in accordance with Paragraph 5.8.1 of Schedule 5.3 (Benchmarking);
<b><u>“Estimated Replacement Costs”</u></b>	<u>the cost of replacing the relevant Transferring-In Assets as more particularly described in Appendix 7 (Customer Authority Equipment and Exclusive Equipment) and as such costs are set out in the relevant Annex of Schedule 10 (Charging and Invoicing):</u>
<b><u>“Euro Compliant”</u></b>	that:  (a) the introduction of the euro within any part 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

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	<p>Customer Authority's business;</p> <p>(b) 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</p> <p>(c) in particular each and every relevant item shall, to the extent it performs or relies upon currency-related functions (including all calculations concerning financial data):</p> <p>(i) be able to perform all such functions in any number of currencies and/or in euros;</p> <p>(ii) during any transition phase applicable to the UK, be able to deal with multiple currencies and in relation to the euro and the national currency of UK dual denominations;</p> <p>(iii) 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;</p> <p>(iv) incorporate protocols for dealing with rounding and currency conversion;</p> <p>(v) 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 UK and/or the euro; and</p> <p>(vi) permit the input of data in euro and display an outcome in euro where such data, supporting the Customer Authority's normal business practices, operates in euro and/or the national currency of the UK;</p>
<b>"Exclusive Assets"</b>	those Assets which are used exclusively in the provision of the Services including Exclusive Equipment <u>and Exclusive</u>



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	<u>Contractor Software</u> ;
<b><u>“Exclusive Contractor Software”</u></b>	<u>the Software that the Contractor uses exclusively in the provision of the Services which is owned or licensed from third parties by the Contractor and is subject to the terms of Paragraph 5 of Appendix 7 (Customer Authority Equipment and Exclusive Equipment), as such Software is listed in Appendix 7 (Customer Authority Equipment and Exclusive Equipment) of the Call-Off Form, as amended from time to time;</u>
<b><u>“Exclusive Equipment”</u></b>	<u>Equipment which is to be used only for providing the Services including on-site Equipment listed in Appendix 3 of the Call-Off Form and any other Equipment as listed in Appendix 7 of the Call-Off Form, including the Transferring-In Assets and the Contractor Procured Assets;</u>
<b><u>“Exit”</u></b>	<u>an Ordinary Exit and/or an Emergency Exit, as applicable;</u>
<b><u>“Exit Assistance Charges”</u></b>	<u>the charges payable by the Customer Authority for the exit assistance provided by the Contractor on expiry or termination of the Call-Off Contract, as such charges are more particularly described in Appendix 10 (Charging and Invoicing);</u>
<b><u>“Exit Information”</u></b>	has the meaning given to it in Paragraph 3.1 of Schedule 6.4 (Exit Management);
<b><u>“Exit Management”</u></b>	the obligations and rights of the respective Parties pertaining to managing a smooth transition from the provision of the Services by the Contractor to the provision of Replacement Services by the Customer Authority or any Replacement Contractor, all as set out in Schedule 6.4 (Exit Management);
<b><u>“Exit Manager”</u></b>	the person appointed by each Party pursuant to Paragraph 2.5 of Schedule 6.4 (Exit Management) for managing the

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	Parties' respective obligations under Schedule 6.4 (Exit Management);
<b>“Exit Plan”</b>	the plan produced and updated by the Contractor during the Term in accordance with Paragraph 4 of Schedule 6.4 (Exit Management);
<b>“Expedited Dispute Timetable”</b>	the reduced timetable for the resolution of Disputes set out in Appendix 1 to Schedule 6.3 (Dispute Resolution Procedure) to be used in accordance with the provisions of Paragraph 2.7 of Schedule 6.3 (Dispute Resolution Procedure);
<b>“Expert”</b>	the person appointed by the Parties in accordance with Paragraph 5.2 of Schedule 6.3 (Dispute Resolution Procedure);
<b>“Extension Period”</b>	a period by which the Customer Authority may extend the Initial Term of this Agreement by up to two (2) one-year periods by serving no less than three (3) months' written notice to the Contractor prior to the expiry of the Initial Term of this Agreement or first Extension Period as the case may be;
<b>“Fail Date”</b>	the longstop date specified in the Implementation Plan for any Milestone, being the latest date before which a failure to Achieve the Milestone Date becomes a fundamental failure and breach;
<b>“Fast-track Change”</b>	any Contract Change which the Parties agree to expedite in accordance with Paragraph 8.2 of Schedule 6.2 (Change Control Procedure);
<b><u>“Fax Machines Service”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 15 (Fax Machines) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor</u>

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	<u>Service Descriptions):</u>
<b><u>“Final Reconciliation”</u></b>	<u>the Reconciliation that is made at termination or expiry of this Agreement:</u>
<b><u>“Final Milestone Date”</u></b>	<u>the Milestone Date attaching to the final Milestone as set out in the Implementation Plan:</u>
<b><u>“Final Milestone Payment”</u></b>	<u>the Milestone Payment that is three (3) months from the Final Operational Service Commencement Date, which shall be paid as more particularly described in Appendix 10 (Charging and Invoicing):</u>
<b><u>“Final Operational Service Commencement Date”</u></b>	<u>the date when the last Milestone in the Implementation Plan is Achieved:</u>
<b><u>“Finance Report”</u></b>	<u>Report containing management information as agreed and set out within the Charging and invoicing schedule during Transition</u>
<b><u>“Financial Audit”</u></b>	has the meaning given to it in Clause 23.1.1;
<b><u>“Financial Distress Event”</u></b>	the occurrence of one (1) or more of the events listed in Paragraphs 3, 4, 5, and 9 of Schedule 7 (Financial Distress) of the Framework Agreement;
<b><u>“Financial Model”</u></b>	the Base Case Financial Model or where an Updated Financial Model exists, the most recent Updated Financial Model;
<b><u>“First Draft Delivery Date”</u></b>	<u>the date set out in each Product Description for the delivery of the first draft of a Documentary Deliverable to the Customer Authority:</u>
<b><u>“FOIA”</u></b>	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;

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<b>“Force Majeure Event”</b>	any cause affecting the performance by a Party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or Regulatory Bodies, fire, flood, storm or earthquake, or disaster but excluding (a) any industrial dispute relating to the Contractor or the Contractor Personnel and (b) any other failure by the Contractor, the Sub-contractors and its or their supply chain;
<b>“Framework Agreement”</b>	the PSN Services Agreement for the provision of certain services entered into by the Contractor and the Framework Authority on the date specified in the Call-Off Form;
<b>“Framework Authority”</b>	the Government Procurement Service;
<b>“Framework Board”</b>	a governance board established under the Framework Agreement which involves representatives of the Framework Authority, every PSN Services Contractor and other representatives as the Framework Authority may determine from time to time;
<b>“Fraud”</b>	any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to this Agreement or defrauding or attempting to defraud or conspiring to defraud the Customer Authority and/or any Customer;
<b>“GCN <u>Service Agreements</u>”</b>	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
<b><del>“GCN Service Agreements”</del></b>	<del>has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;</del>
<b>“GCN Service Providers”</b>	has the meaning given to it in Schedule 1 (Definitions) of

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<b>or “GCNSP”</b>	the Framework Agreement;
<b><u>“GCN Services”</u></b>	<u>has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;</u>
<b><u>“GCN Services”</u></b>	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
<b><u>“GDS”</u></b>	<u>Government Digital Service (part of Cabinet Office) or any replacement government body thereof</u>
<b><u>“General Change in Law”</u></b>	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Contractor) or which affects or relates to a Comparable Supply;
<b><u>“General Principles”</u></b>	has the meaning given to it in Paragraph 1.5.1 of Part B of Schedule 6.5 (Business Continuity and Disaster Recovery Provisions);
<b><u>“General Requirements”</u></b>	<u>shall mean the Service Requirements set out in Category 1 of Appendix 3 (Service Requirements and Contractor Service Descriptions);</u>
<b><u>“Good Industry Practice”</u></b>	the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;
<b><u>“Good Value”</u></b>	that:  (a) the Charges attributable to a Benchmarked Service are, having taken into account the Service Level Targets, less than or equal to (as specified in Appendix 11 of the Call-Off Form) the Average Price or within the Upper Quartile; and  (b) any Service Level Targets attributable to Benchmarked

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	Services are, having taken into account the Charges, equal to or greater than (as specified in Appendix 11 of the Call-Off Form) the median or mean average service levels for Comparable Services as adjusted using Equivalent Services Data;
<b><u>“Government Security Classification Policy”</u></b>	<u>the Government Security Classifications Policy Version 1.0 – October 2013 or any replacement thereof from time to time;</u>
<b><u>“Group”</u></b>	the relevant entity (including any Relevant Entity), its Ultimate Holding Company and all subsidiaries of its Ultimate Holding Company, the definition of “subsidiary” being that set out in sections 1159 and 1160 of the Companies Act 2006;
<b><u>“GSC”</u></b>	<u>Government Security Classifications;</u>
<b><u>“Guarantee”</u></b>	the deed of guarantee entered into by the Guarantor as required by the Customer Authority in accordance with the Framework Agreement or this Agreement;
<b><u>“Guarantor”</u></b>	the entity providing the Guarantee;
<b><u>“Hardware”</u></b>	<u>a generic term for any part of the Customer Authority or Contractor System that one can physically touch, as applicable;</u>
<b><u>“Handsets and Conference Phones Service”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 5 (Handsets and Conference Phones) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions);</u>
<b><u>“Health and Safety”</u></b>	the Food Safety Act 1990 (and associated regulations), the Health & Safety at Work etc. Act 1974 (and associated

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<b>Regime”</b>	regulations), the Fire Precautions Act 1971, the Environmental Protection Act 1998, the Water Industry Act 1991, the Water Resources Act 1991 and any similar or analogous health, safety or environmental legislation in force from time to time;
<b><u>“High Level Design (HLD)”</u></b>	<u>a document detailing the high level design of the Contractor Solution to be implemented, such document to conform to the requirements of the applicable Product Description set out in Annex 1 to Schedule 4.1 (Implementation Plan);</u>
<b><u>“HIPT Equipment”</u></b>	<u>Equipment necessary to provide the HIPT services;</u>
<b><u>“HIPT Services Management Services”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 3 (HIPT Services Management) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions);</u>
<b><u>“HIPT Services”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 2 (HIPT Services Management) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions);</u>
<b><u>“HLD ”</u></b>	<u>a document detailing the high level design of the Contractor Solution to be implemented, such document to conform to the requirements of the applicable Product Description set out in Annex 1 to Schedule 4.1 (Implementation Plan);</u>
<b><u>“HMG Green ICT Maturity Assessment Model”</u></b>	<u>the Green ICT Maturity Assessment Model provides a common framework to show progress across the whole of government. It provides a mechanism to embed green ICT impact assessments into government processes and practices, whilst recognising different starting points and</u>

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	<p><u>opportunities. Each government department and office is required to track and report its maturity level.</u></p> <p><u>The Model provides the means to assess sustainability across the whole ICT lifecycle and covers the following sections:</u></p> <ul style="list-style-type: none"> <li>• <u>Managing ICT Services</u></li> <li>• <u>Managing ICT Technology</u></li> <li>• <u>Managing ICT Change</u></li> <li>• <u>Exploiting ICT:</u></li> </ul>
<b>“Holding Company”</b>	a holding company as defined by sections 1159 and 1160 of the Companies Act 2006;
<b><u>“Home Workers”</u></b>	<u>those Customer Authority’s employees who work from home and who have their Equipment and two telephone lines paid for by Customer Authority, and require access to the Customer Authority System;</u>
<b><u>“I.T. Services Continuity Management (ITSCM) Service”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in paragraph 4 (I.T. Services Continuity Management (ITSCM)) in Category 3 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions);</u>
<b>“IA” or “Information Assurance”</b>	the confidence that information systems will protect the information they handle and will function as they need to, when they need to, under the control of legitimate users;
<b><u>“ICT Director Board”</u></b>	<del>information and communications technology</del> <u>the ICT Director Board to be appointed pursuant to Paragraph 5 of Appendix 12 (Governance);</u>



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<b>“ICT Environment”</b>	the Customer Authority System and the Contractor System;
<b>“Impact Assessment”</b>	an assessment of a Change Request substantially in the form of Appendix 2 of Schedule 6.2 (Change Control Procedure);
<b><u>“Impact Levels”</u></b>	<u>as defined in HMG Information Assurance Standard No.1:</u>
<b><u>“Implementation Phase”</u></b>	<u>the phase in which the Contractor will deliver the Implementation Services, identified as such in the Implementation Plan and commencing from the Effective Date:</u>
<b>“Implementation Plan”</b>	the Outline Implementation Plan or (if and when approved by the Customer Authority pursuant to Clause 3.2) the Detailed Implementation Plan as updated in accordance with Paragraph <u>42.9</u> of Schedule 4.1 (Implementation Plan);
<b><u>“Implementation Service Charges”</u></b>	<u>the Contractor’s Charges for delivering the implementation and transition services in accordance with Schedule 4.1 (Implementation Plan) and the Detailed Implementation Plan:</u>
<b><u>“Implementation Services”</u></b>	<u>the Services provided by the Contractor under Schedule 4.1 (Implementation Plan), including the Outline Implementation Plan and the Detailed Implementation Plan:</u>
<b><u>“Implementation Solution Document Set”</u></b>	<u>the Documentary Deliverables as set out in Paragraph 5.1 of Schedule 4.1 (Implementation Plan):</u>
<b>“Incident Log”</b>	the hard copy and electronic version of the log created and maintained by the Contractor as part of the Services in accordance with Paragraph 2 of Part B of Schedule 2.1 (Service Levels, Related Remedies and Performance Monitoring);

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<b><u>“Incident Management Service”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 1.2 (Incident Management) in Category 3 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions):</u>
<b><u>“Incident Resolution”</u></b>	<u>an action taken by or on behalf of the Contractor to fully repair the root cause of an Incident or to implement a Workaround. “Resolve” and “Resolved” shall be construed accordingly:</u>
<b><u>“Incident Resolution Times”</u></b>	<u>the time taken by the Contractor to Resolve an Incident or Problem, as set out in Paragraph 2.1.3 of Part B of Schedule 2.3 (Service Levels and Related Remedies) of the Agreement. The resolution times will be incorporated by the Customer Authority into Appendix 4 of the Call-Off Form:</u>
<b><u>“Incident Report”</u></b>	has the meaning given to it in Paragraph 2.3 of Part B of Schedule 2.1 (Service Levels, Related Remedies and Performance Monitoring);
<b><u>“Incident Severity Level”</u></b>	<u>has the meaning set out in Appendix 4 (Service Levels):</u>
<b><u>“Incident(s)”</u></b>	an unplanned interruption to the Contractor System and/or a Service or a reduction in the quality of the Contractor System and/or a Service including Service Failures;
<b><u>“Indemnifier”</u></b>	has the meaning given to it in Paragraph 8.1 of Schedule 7.1 (Staff Transfer);
<b><u>“Indirect Customers”</u></b>	third parties to whom the Services are provided from time to time, as set out in Appendix 1 of the Call-Off Form;
<b><u>“Information Security Management”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Paragraph 7 (Information Security</u>

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	<u>Management) in Category 3 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions):</u>
<b><u>“Information System”</u></b>	<u>a system for generating, sending, receiving, storing or otherwise processing electronic communications;</u>
<b><u>“Information”</u></b>	has the meaning given to it under section 84 of the FOIA;
<b><u>“Information Assurance Standards”</u></b>	<u>has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;</u>
<b><u>“Information System”</u></b>	<u>a system for generating, sending, receiving, storing or otherwise processing electronic communications;</u>
<b><u>“Infrastructure SIRO”</u></b>	the member of Cabinet Office board most likely at permanent secretary level with responsibility for IA governance and risk ownership for the whole of the Public Services Network on behalf of Government. The person who is accountable to the Cabinet Office for Information Assurance and risk management of the Public Services Network;
<b><u>“Initial Term”</u></b>	<p><del>For Lots 1,2,3,4,5,8,9,and 10 the period of up to five (5) years from <u>commencing on</u> the Effective Date as specified by the Customer Authority in Paragraph 1.2 of the Call Off Form;</del></p> <p>For Lots 6 and 7 the period of up to <u>ending</u> three (3) years from the <u>Effectivefirst Operational Services Commencement</u> Date as specified by the Customer Authority in Paragraph 1.2 of the Call Off Form;</p>
<b><u>“Insolvency Event”</u></b>	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
<b><u>“Intellectual Property”</u></b>	(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights

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<b>Rights” or “IPRs”</b>	<p>in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
<b><u>“IP Address Schema Management Service”</u></b>	<p><u>shall mean those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 9 (IP Address Schema Management) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions);</u></p>
<b><u>“IPED (Inter-Provider Encryption Domain)”</u></b>	<p><u>encryption service to allow secure exchange of information over Public Service Network;</u></p>
<b><u>“IPR Claim”</u></b>	<p>any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR used to provide the Services or as otherwise provided by the Contractor (or to which the Contractor has provided access) to the Customer Authority in the fulfilment of its obligations but excluding any IPR which has not been supplied, created and/or developed by the Contractor and/or its Sub-contractors;</p>
<b><u>“ISMS”</u></b>	<p>the Information Security Management System as defined by ISO/IEC 27001 <u>and processes developed by the Contractor in accordance with Schedule 2.2 (Security Requirements and Plan) as updated by the Contractor</u></p>

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	<u>from time to time in accordance with Paragraph 4.1 of Schedule 2.2 (Security Requirements and Plan);</u>
<b><u>“IT Accessibility Service”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 23 (IT Accessibility) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions);</u>
<b><u>“IT Health Check(s)”</u></b>	<u>subjecting their systems, applications and networks to determined penetration testing – expertly simulating both external and internal attacks;</u>
<b><u>“ITIL”</u></b>	<u>the ITIL Guidelines;</u>
<b><u>“ITIL guidelinesGuidelines”</u></b>	the Office of Government Commerce’s IT Infrastructure Library version 3 or above;
<b><u>“ITIL Problem Management”</u></b>	<u>shall have the meaning ascribed to “Problem Management” in ITIL;</u>
<b><u>“ITT”</u></b>	the Customer Authority’s invitation to tender for the provision of the Services;
<b><u>“Key Milestone Date”</u></b>	the date on which a Key Milestone must be achieved as set out in the Implementation Plan;
<b><u>“Key Milestones”</u></b>	the Milestones identified in the Implementation Plan as key Milestones for the implementation of the Services;
<b><u>“Key Performance Indicators”</u></b>	<u>the key performance indicators, if any, set out in Appendix 4, which are a type of performance measurement used to evaluate the success of an organization or of a particular activity in which it engages;</u>
<b><u>“Key Performance Measures”</u></b>	<u>a measure by which the KPI’ is measured;</u>
<b><u>“Key Personnel”</u></b>	those members of the Contractor Personnel who fulfil a Key Role described in Appendix 2 of the Call-Off Form as

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	modified by agreement by the Parties, including the Contractor Representative and (once appointed) the Exit Manager;
<b><u>“Key Role Minimum Period”</u></b>	<u>the minimum length of time for which Key Personnel shall remain in their Key Role, as set out in Appendix 2 of the Call-Off Form;</u>
<b><u>“Key Role”</u></b>	those roles set out in Appendix 2 of the Call-Off Form and any other roles added under Clause 26.6;
<b><u>“Key Role Minimum Period”</u></b>	<u>the minimum length of time for which Key Personnel shall remain in their Key Role, as set out in Appendix 2 of the Call-Off Form;</u>
<b><u>“Know-How”</u></b>	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 Contractor’s or the Customer Authority’s possession before the Effective Date;
<b><u>“Knowledge Management Service”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 3.3 (Knowledge Management) in Category 3 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions);</u>
<b><u>“LAN Equipment”</u></b>	<u>Equipment used to provide the LAN Service;</u>
<b><u>“LAN Infrastructure”</u></b>	<u>refers to the hardware and software used within the Local Area Network to enable network connectivity, communication, operations and management of the Local Area Network;</u>
<b><u>“LAN Management Service”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 10 (LAN Management) in Category 2 of</u>

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	<u>Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions):</u>
<b><u>“LAN Provision Service”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 9 (LAN Provision) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions):</u>
<b><u>“Law”</u></b>	any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code that has the equivalent of legal effect, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
<b><u>“LCIA”</u></b>	the London Court of International Arbitration;
<b><u>“Legacy Contracts”</u></b>	<u>the contracts which deliver the same or similar services to the Services, as delivered between the Effective Date and 1 December 2015:</u>
<b><u>“Legacy Services”</u></b>	<u>the services being provided under the Legacy Contracts. For the avoidance of doubt the Legacy Services are not part of this Call-Off Contract until 1 December 2015:</u>
<b><u>“List of HIPT equipment at the Customer Authority Sites”</u></b>	<u>the Equipment described in Paragraph 25 (List of HIPT Equipment at the Customer Authority’s Locations) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions):</u>
<b><u>“LLD ”</u></b>	<u>any low level design document to be produced and documented by the Contractor pursuant to Schedule 4.1 (Implementation Plan) and the relevant Product Description:</u>
<b><u>“LOI 1 Date”</u></b>	<u>16 June 2015:</u>
<b><u>“Losses”</u></b>	any damages, liabilities, claims, demands, proceedings,

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	actions, costs, charges, losses and/or expenses;
<b>“Malware”</b>	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malware is introduced wilfully, negligently or without knowledge of its existence;
<b>“Man Day”</b>	seven point five (7.5) Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
<b>“Man Hours”</b>	the hours spent by the Contractor Personnel properly working on the Services including time spent travelling (other than to and from the Contractor’s offices, or to and from the premises at which the services are to be principally performed) but excluding lunch breaks;
<b>“Management Charge”</b>	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
<b>“Management Information”</b>	the management information in respect of this Agreement and which is required from time to time by the Customer Authority, including the information referred to in Schedule 2.1 (Service Levels, Related Remedies and Performance Monitoring);
<b><u>“Master Site List”</u></b>	<u>a master list of all sites (including sites of the Home Workers), where one or more Services need to be provided under this Agreement as such master site list is to be agreed between the Parties at the Effective Date, as amended from time to time;</u>
<b>“Material Test Issue”</b>	a Test Issue of the severity levels set out in Appendix 9 of



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	the Call-Off Form;
<b><u>“Maximum Incident Escalation Times”</u></b>	<u>[has the meaning given to it in Appendix 4 (Service Levels and Related Remedies):</u>
<b><u>“Maximum Incident Resolution Times”</u></b>	<u>has the meaning given to it in Appendix 4 (Service Levels and Related Remedies):</u>
<b><u>“Mediator”</u></b>	the independent third party appointed in accordance with Paragraph 4 of Schedule 6.3 (Dispute Resolution Procedure);
<b><u>“Milestone”</u></b>	<del>an event or task (including phased roll-outs and ready for service dates in relation to a Contractor System or Service) described in the Implementation Plan or as agreed by the Parties in accordance with the Change Control Procedure which, if applicable, must be completed by the relevant Milestone Date, including Deliverables, a Key Milestone and a milestone in respect of Authority to Proceed and any CPP;</del>
<b><u>“Milestone Achievement Certificate”</u></b>	the certificate materially in the form of the document contained in Appendix 2 to Schedule 4.2 (Testing Procedures) granted by the Customer Authority when the Contractor has Achieved a Milestone;
<b><u>“Milestone Date”</u></b>	the date set against the relevant Milestone and/or Test in the Implementation Plan, including a Key Milestone Date;
<b><u>“Milestone Payment”</u></b>	a payment identified in Appendix 10 of the Call-Off Form which is made by the Customer Authority following the issue of a Milestone Achievement Certificate, which is calculated in accordance with Paragraph 2 of Part A of Schedule 5.1 (Charges and Invoicing);
<b><u>“Milestone”</u></b>	<u>an event or task (including phased roll-outs and ready for service dates in relation to a Contractor System or Service) described in the Implementation Plan or as agreed by the</u>

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	<u>Parties in accordance with the Change Control Procedure which, if applicable, must be completed by the relevant Milestone Date, including Deliverables, a Key Milestone and a milestone in respect of Authority to Proceed and any CPP:</u>
<b><u>“Minimum Service Credit”</u></b>	<u>has the meaning given to it in Appendix 4 (Service Levels and Related Remedies):</u>
<b><u>“Mobile phones, 3G/4G devices, pagers and mobile data Service”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 16 (Mobile phones, 3G/ 4G devices, pagers and mobile data) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions):</u>
<b><u>“Monitoring and Reporting Service”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 22 (Monitoring and Reporting) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions):</u>
<b><u>“Monthly Summary”</u></b>	the summary of the performance provided by the Contractor to the Customer Authority pursuant to Paragraph 3.3 of Part B of Schedule 2.1 (Service Levels, Related Remedies and Performance Monitoring) and <b>“Monthly Summaries”</b> shall be construed accordingly;
<b><u>“MTU”</u></b>	<u>Maximum Transmission Unit, which is the largest size packet or frame, specified in octets (eight-bit bytes), that can be sent in a packet- or frame-based network such as the Internet:</u>
<b><u>“Multi-Party Dispute”</u></b>	a dispute between the Parties which affects or is likely to affect one (1) or more Customers;
<b><u>“MyLevel3”</u></b>	<u>the Contractor’s on-line portal:</u>

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<b>“Net Book Value”</b>	the net book value of the relevant Asset(s) calculated in accordance with the depreciation policy set out in the Financial Model or, if there is no Financial Model, the Contractor's own book keeping practices;
<b>“Network”</b>	<u>a group of two or more computer systems linked together;</u>
<b>“Network Access Service”</b>	<u>has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;</u>
<b>“Network Equipment”</b>	<u>refers to the hardware and software used within the Local Area Network and Wide Area Network to enable network connectivity, communication, operations and management;</u>
<b>“Network Maintenance Calendar”</b>	<u>a calendar feature to be provided by the Contractor using MyLevel3 that details when scheduled network maintenance is due to take place;</u>
<b>“Network Management Centre”</b>	<u>shall have the same meaning as NOC;</u>
<b>“Network Management Service”</b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 19 (Network Management) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions);</u>
<b>“Network Site”</b>	<u>a site in the Contractor's network that the Customer Authority's Network Access Service directly connect to;</u>
<b>“New Supplier”</b>	<u>the PSN-C Supplier and the Print Supplier;</u>
<b>“NOC”</b>	<u>Network Operations Centre;</u>
<b>“Non-conformance Report”</b>	a report including details of the reasons why any Test has failed or of any non-conformities in respect of any Milestone, in accordance with Paragraph 8.6 of Schedule 4.2 (Testing Procedures);

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<b>“Non-Exclusive Assets”</b>	those Assets (if any) which are used by the Contractor in the provision of the Services but which are also used by the Contractor for other purposes;
<b><u>“Non-Resilient”</u></b>	<u>single access circuit connecting the Customer’s CE to the Contractor’s PE;</u>
<b>“Notice of Dispute”</b>	a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
<b><u>“Off-Net Calls”</u></b>	<u>calls originating at a Customer Authority Site that are made to numbers outside the Contractor System for which there is a charge;</u>
<b><u>“OGSIRO”</u></b>	<u>Office of the Government Senior Information Risk Owner being the Government department responsible for information risk;</u>
<b><u>“OneStream”</u></b>	<u>Contractor’s Sub-contractor’s in-house SNMP based monitoring service;</u>
<b><u>“On-Net Calls”</u></b>	<u>calls between the Customer Authority’s Sites carried over the Contractor System as part of the provided HIPT solution without charge;</u>
<b>“Operating Environment”</b>	the Customer Authority System and the Sites;
<b>“Operational Audit”</b>	has the meaning given to it in Clause 23.1;
<b>“Operational Change”</b>	<p>any change in the Contractor’s operational procedures which in all respects, when implemented:</p> <p>(a) will not affect the Charges or the Contractor’s costs of performing the Services and will not result in any additional Charges or other costs to the Customer Authority;</p> <p>(b) may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving</p>

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	<p>the Services;</p> <p>(c) will not adversely affect the interfaces or interoperability of the Services with any of the Customer Authority's IT infrastructure;</p> <p>(d) will not have any impact on the Customer Authority or the use or performance of the Services; and/or</p> <p>(e) will not require a Change to this Agreement.</p> <p>The procedure for an Operational Change is set out in Paragraph 10 of Schedule 6.2 (Change Control Procedure);</p>
<b><u>“Operational Change Requests”</u></b>	<b><u>a request to effect an Operational Change;</u></b>
<b><u>“Operational Phase”</u></b>	the phase in which the Contractor will deliver the Operational Services, identified as such in the Implementation Plan and commencing from the Operational Service Commencement Date;
<b><u>“Operational Service Commencement Date”</u></b>	the Milestone Date(s) (or where there is more than one, from the relevant Milestone Date) on which the Contractor achieves the Milestone designated in the Implementation Plan as the point at which the Operational Services should begin and ATP has been received;
<b><u>“Operational Services”</u></b>	operational services involving operational running and maintaining functions or facilities of the Services following the ATP Milestone Date and <b>“Operational Service”</b> shall be construed accordingly;
<b><u>“Operational/Technical Requirements”</u></b>	<b><u>the Service Requirements set out in Category 2 of Appendix 3 (Service Requirements and Contractor Service Descriptions);</u></b>

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<b><u>“Ordering Desk”</u></b>	<u>the Contractor’s back-office order input team;</u>
<b><u>“Ordinary Exit”</u></b>	any termination of this Agreement which occurs:  (a) pursuant to Clause 45 (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 six (6) months; or  (b) as a result of the expiry of the Initial Term or any Extension Period;
<b><u>“Other PSN ServicesConnectivity Contractor Claim”</u></b>	any claim by an Other PSN ServicesConnectivity Contractor which arises as a result of any Default of the Contractor under any Call-Off Cooperation Agreement and/or any Default by the Contractor under this Agreement;
<b><u>“Other PSN Services Contractor Claim”</u></b>	<u>any claim by an Other PSN Services Contractor which arises as a result of any Default of the Contractor under any Call-Off Cooperation Agreement and/or any Default by the Contractor under this Agreement;</u>
<b><u>“Other PSN Connectivity Contractors”</u></b>	<u>the contractors other than the Contractor who have signed PSN Connectivity Agreements, including PSN Service Providers;</u>
<b><u>“Other PSN Services Contractors”</u></b>	the contractors other than the Contractor who have signed PSN Services Agreements, including PSN Service Providers;
<b><u>“Other Supplier”</u></b>	<u>any service provider other than the New Suppliers and the Contractor which has contracted with the Customer Authority for the supply of goods and/or services which relate to or are affected by the provision of the Services by the Contractor;</u>

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<b><u>“Other Third Parties”</u></b>	<u>shall have the same meaning as “Customer Authority Third Parties”.</u>
<b>“Outgoing Service Providers”</b>	those contractors which are succeeded by the Contractor and which provide to the Customer Authority any services which are the same as or similar to the Services;
<b>“Outline Implementation Plan”</b>	the plan labelled as such and substantially in the form specified in Appendix 8 of the Call-Off Form;
<b>“Overall Services”</b>	the Customer Authority’s overall requirement for services under the PSN programme, including the Services under this Agreement and services under other PSN Services Call-Off Contracts;
<b><u>“Overhead / Fixed Service Charges”</u></b>	<u>the Charges described as such in Appendix 10 (Charging and Invoicing) and set out in the relevant Annex to Appendix 10, such Charges being part of the Service Charges for the Operational Phase;</u>
<b>“Overhead”</b>	those costs which are intended to recover a proportion of the Contractor’s indirect corporate costs, which shall not include any Base Costs or Capital Costs or any cost separately included in the Base Cost or Capital Cost;
<b>“Partial Termination”</b>	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 45 (Termination Rights);
<b><u>“Partnering Board”</u></b>	<u>the Partnering Board to be appointed pursuant to Paragraph 3 of Appendix 12 (Governance);</u>
<b>“Party”</b>	the Customer Authority and/or the Contractor and <b>“Parties”</b> shall be construed accordingly;
<b>“Performance Monitoring Report”</b>	the report prepared by the Contractor in accordance with Paragraph 3 of Part B of Schedule 2.1 (Service Levels,

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	Related Remedies and Performance Monitoring);
<b>“Performance Monitoring System”</b>	has the meaning given to it in Paragraph 1.1 of Part B of Schedule 2.1 (Service Levels, Related Remedies and Performance Monitoring);
<b>“Personal Data”</b>	has the meaning given to it in the Data Protection Act 1998;
<b><u>“PGA”</u></b>	<u>Pan Government Accreditation – accreditation provided by CESG;</u>
<b><u>“Planned Approval Date”</u></b>	<u>any date set out in the Document Review Plan for the planned approval of any Documentary Deliverable;</u>
<b><u>“Planned Delivery Date”</u></b>	<u>the date set out in each Product Description for any planned delivery of a Documentary Deliverable;</u>
<b><u>“Planned Downtime”</u></b>	<u>the time agreed in advance in writing by the Contractor and Customer Authority within the Agreed Service Time when the Service or Service Element is not Available;</u>
<b><u>“Policies, Processes and Procedures (PPP)”</u></b>	<u>shall have the same meaning as “PPP”;</u>
<b><u>“PPP”</u></b>	<u>the Policies, Processes and Procedures (as each of such defined terms are defined under ITIL v3.0) that the Agency Manager is developing on behalf of the Customer Authority during the Term;</u>
<b><u>“Print Supplier”</u></b>	<u>the service provider who is responsible for the provision of the main equipment and services for scanning, photocopying and print services to the Customer Authority;</u>
<b><u>“Problem Management Service”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 1.4 (Problem Management) in Category 3 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions);</u>



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<b><u>“Problems”</u></b>	<u>a cause of one (1) or more Incidents;</u>
<b><u>“Process”</u></b>	has the meaning given to it under the Data Protection Legislation but, for the purposes of this Agreement, it shall include both manual and automatic processing. <b><u>“Processing”</u></b> and <b><u>“Processed”</u></b> shall be construed accordingly;
<b><u>“Product Descriptions”</u></b>	<u>the product descriptions for the Transition Deliverables as set out in Annex 1 to Schedule 4.1 (Implementation Plan);</u>
<b><u>“Professional Services Project Manager”</u></b>	<u>the Contractor’s project management function;</u>
<b><u>“Pro-Forma Base Case Financial Model”</u></b>	<u>the template Financial Model agreed by the Parties as the Effective Date;</u>
<b><u>“Prohibited Act”</u></b>	has the meaning given to it in Clause 54.1;
<b><u>“Project Initiation Document (PID)”</u></b>	<u>the product initiation document to be developed and maintained by the Contractor pursuant to Schedule 4.1 (Implementation Plan) and the relevant Product Description;</u>
<b><u>“Project”</u></b>	<del>the project that relates to the development and provisions of the Deliverables in accordance with the terms of this Agreement;</del>
<b><u>“Project Internal Rate of Return”</u></b>	the rate of return of the Project;
<b><u>“PSNA” or “PSN Authority”</u></b>	<del>has the meaning given it in Schedule 1 (Definitions) of the Framework Agreement;</del>
<b><u>“PSN” or “Public Services Network”</u></b>	<del>has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;</del>
<b><u>“Project Plans”</u></b>	<u>the plans agreed by the Customer Authority and the Contractor for projects that are to be implemented by the</u>

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	<u>Contractor pursuant to this Agreement:</u>
<b><u>“Project”</u></b>	<u>the project that relates to the development and provisions of the Deliverables in accordance with the terms of this Agreement:</u>
<b><u>“Protocol Support”</u></b>	<u>the service supports IP and provides the appropriate routing protocols and configurations to enable the support of protocols over the WAN:</u>
<b><u>“Provide Edge Router”</u></b>	<u>the core network hand-off router:</u>
<b><u>“Provisioning”</u></b>	<u>the time taken from the placement of an order for a Service or Service Element until this is available to the Customer Authority and “Provision” shall be construed accordingly:</u>
<b><u>“PSN Change”</u></b>	any Change which is required to ensure:  (a) that the Contractor (and, where relevant, any Sub-contractor) is and remains PSN Verified;  (b) the ongoing PSN Compliance of the Services; and/or  (c) the Customer Authority can continuing using the Services;
<b><u>“PSN Compliance Certificate”</u></b>	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
<b><u>“PSN Compliance Certification”</u></b>	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
<b><u>“PSN Compliance Conditions”</u></b>	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
<b><u>“PSN Compliance Verification”</u></b>	<u>has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;</u>
<b><u>“PSN Compliant” and “PSN</u></b>	has the meanings given to it in Schedule 1 (Definitions) of

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<b>Compliance”</b>	the Framework Agreement;
<b><u>“PSN Connectivity and Integration Service”</u></b>	<u>shall mean those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 8 (PSN Connectivity and Integration) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions);</u>
<b><u>“PSN Connectivity Agreements”</u></b>	<u>framework agreements procured under the PSN Connectivity OJEU and entered into by the Contractor or Other PSN Connectivity Contractors;</u>
<b><u>“PSN Connectivity Call-Off Contracts”</u></b>	<u>service agreements entered into pursuant to a PSN Connectivity Agreement;</u>
<b><u>“PSN Connectivity Contractors”</u></b>	<u>the Contractor together with Other PSN Connectivity Contractors;</u>
<b><u>“PSN Connectivity OJEU”</u></b>	<u>the contract notice reference 2011/S 152-253103 published in the Official Journal of the European Union on 10 August 2011;</u>
<b><u>“PSN Compliance Verification”</u></b>	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
<b><u>“PSN Environment”</u></b>	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
<b><u>“PSN Levy”</u></b>	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
<b><u>“PSN Operating Model”</u></b>	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
<b><u>“PSN Service” or “PSN Services Programme”</u></b>	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;

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<b><u>“PSN-S Supplier”</u></b>	<u>the service provider who has entered into a Call-Off Contract with the Customer Authority for PSN Services under a framework agreement with the PSNA, Framework Authority or such other legal entity nominated from time to time by the PSNA, in relation to PSN Services;</u>
<b>“PSN Service Providers”</b>	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
<b><u>“PSN Service” or “PSN Services”</u></b>	<u>has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;</u>
<b>“PSN Services Agreements”</b>	framework agreements procured under the PSN Services OJEU and entered into by the Contractor or Other PSN Services Contractors;
<b>“PSN Services Call-Off Contracts”</b>	service agreements entered into pursuant to a PSN Services Agreement;
<b>“PSN Services Contractors”</b>	the Contractor together with Other PSN Services Contractors;
<b>“PSN Services OJEU”</b>	the contract notice reference 2011/S 169-278756 published in the Official Journal of the European Union on 31 August 2011;
<b><u>“PSN” or “Public Services Network”</u></b>	<u>has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;</u>
<b><u>“PSN-C Supplier”</u></b>	<u>the service provider who has entered into a Call-Off Contract with the Customer Authority for PSN Connectivity Services under a framework agreement with the PSNA, Framework Authority or such other legal entity nominated from time to time by the PSNA, in relation to PSN Connectivity Services;</u>

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<b><u>“PSN-S related Capacity Planning &amp; Management Service”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 20 (PSN-S related Capacity Planning &amp; Management) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions);</u>
<b><u>“PSN-Service Availability Services”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 1 (PSN-Service Availability) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions);</u>
<b><u>“PSN Technical Domain Document”</u></b>	<u>Government’s Conveyance Network document containing technical detail that service providers must adhere to;</u>
<b><u>“PSN Technical Domain Description”</u></b>	<u>the description contained within the PSN Technical Domain Document;</u>
<b><u>“PSTN”</u></b>	<u>public switched telephone network;</u>
<b><u>“Quality”</u></b>	<u>the absence of any defect, with performance fully conformant to the requirements;</u>
<b><u>“Quality Criteria”</u></b>	<u>the quality criteria to be applied to each Transition Deliverable as set out in the PID;</u>
<b><u>“Quality of Service” or “QoS”</u></b>	<u>Has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;</u>
<b><u>“Quality Plans”</u></b>	<u>has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;</u>
<b><u>“Rate Card”</u></b>	<u>the populated SFIA rate card set out in the relevant Annex to Appendix 10 (Charging and Invoicing);</u>
<b><u>“Reason for Outage”</u></b>	<u>a report detailing the reason for a network outage or incident;</u>
<b><u>“Receiving Party”</u></b>	<u>the Party which receives a proposed Contract Change;</u>

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<b><u>“Reconciliation”</u></b>	<u>a reconciliation of earned expenses and earned revenue, against the forecast expenses and forecast revenue set out in the Updated Financial Model compiled from time to time (and in any event upon termination or expiry of this Agreement) in accordance with Paragraph 5 of Schedule 5.4 (Financial Model);</u>
<b>“Registers”</b>	has the meaning given to it in Paragraph 2.1 of Schedule 6.4 (Exit Management);
<b>“Regulations”</b>	the Public Contracts Regulations 2006;
<b>“Regulatory Bodies”</b>	those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Customer Authority and <b>“Regulatory Body”</b> shall be construed accordingly;
<b>“Relevant Conviction”</b>	a Conviction that is relevant to the nature of the Services;
<b>“Relevant Entity”</b>	each of the following;  (a) the Contractor;  (b) the Guarantor (if a Guarantee has been given);  (c) any Holding Company of the Contractor or (if a Guarantee has been given) Guarantor; and  (d) any Sub-contractor;
<b><u>Rectification Plan Process</u></b>	<u>shall have the same meaning as the process for putting in place a Correction Plan;</u>
<b><u>“Repeat Failure Multiplier”</u></b>	<u>has the meaning set out in paragraph 6.6 of Appendix 4 (Service Levels);</u>

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<b>“Repeat Failure”</b>	where the Contractor fails to achieve a Service Level Target in a Service Measurement Period and then fails to achieve the Service Level Target in a subsequent Service Measurement Period;
<b>“Replacement Contractor”</b>	any third party service provider of Replacement Services appointed by the Customer Authority from time to time;
<b>“Replacement Services”</b>	any services which are substantially similar to any of the Services and which the Customer Authority receives in substitution for any of the Services following the termination, Partial Termination or expiry of this Agreement;
<b><u>“Reporting Period”</u></b>	<u>Shall have the same meaning as “Service Measurement Period”;</u>
<b>“Representative(s)”</b>	either or both of the Customer Authority Representative and the Contractor Representative;
<b>“Request for Information”</b>	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
<b><u>“Request Management”</u></b>	<u>the Service Requirements listed in Paragraph 1.3 of Category 3 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions);</u>
<b><u>“Request Management Service”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 1.3 (Request Management) in Category 3 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions);</u>
<b>“Required Action”</b>	has the meaning given to it in Clause 49.7.1;
<b><u>“Resolve”</u></b>	<u>the service operation action taken to repair the Root Cause of an Incident or Problem, or to implement a Workaround</u>

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	<u>(each as defined in ITIL):</u>
<b>“Review Report”</b>	has the meaning given to it in Paragraph 2.5 of Part B of Schedule 6.5 (Business Continuity and Disaster Recovery Provisions);
<b>“Revised Milestone Date”</b>	any revised date which is set for the Achievement of a Milestone;
<b><u>“Risk Payments”</u></b>	<u>the payment that the Customer Authority is required to make if the Risks identified in the relevant Annex of Appendix 10 (Charging and Invoicing) arise during the Term; and such payments shall subject to the provisions relating to such risk payments as set out in Appendix 10 (Charging and Invoicing):</u>
<b>“Satisfaction Survey”</b>	a survey undertaken by the Customer Authority pursuant to Paragraph 4 of Part B of Schedule 2.1 (Service Levels, Related Remedies and Performance Monitoring);
<b><u>“Security Access Letter” or “SAL”</u></b>	<u>the Customer Authority’s security access letter in the template form contained in the Data Room;</u>
<b><u>“Security Incident Process”</u></b>	<u>the security incident process pursuant to the PSN Operating Model;</u>
<b>“Security Plan”</b>	the Contractor’s security plan prepared pursuant to Paragraph 3 of Schedule 2.2 (Security Requirements and Plan) and as set out in Appendix 6 of the Call-Off Form;
<b><u>“Security Policy”</u></b>	<u>the Customer Authority’s security policy from time to time in force;</u>
<b>“Security Policy Framework”</b>	the security policy framework contains the primary internal protective security policy and guidance on security and risk management for HM Government Departments and associated bodies. It is the source on which all localised security policies should be based. Whilst it is recognised that security policies will differ according to the range of



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	business and risks faced by each organisation, the framework sets out the minimum security requirements which are mandatory for all Government Departments and Agencies. The framework also provides technical information, advice and guidance to support implementation of the policy requirements;
<b><u>“Security Policy”</u></b>	<u>the Customer Authority’s security policy from time to time in force;</u>
<b><u>“Security Requirements”</u></b>	any requirements related to security as set out in Clause 38 (Security Requirements), the Service Requirements, the Contractor Service Descriptions and Schedule 2.2 (Security Requirements and Plan) together with any security requirements which are set by the PSNA or other relevant authority;
<b><u>“Security Service”</u></b>	<u>Service provided by Contractor to meet Customer Authority’s Service Requirements relating to security set out in Appendix 3 ((Service Requirements and Contractor Service Descriptions) and Schedule 2.2 (Security Requirements and Plan);</u>
<b><u>“Security Tests ”</u></b>	<u>the Tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security to be developed by the Contractor pursuant to Schedule 2.2 (Security Requirements and Plan;</u>
<b><u>“Security TestsSelf Serve”</u></b>	has the meaning given to it in Paragraph 4.1 of Schedule 2.2 (Security Requirements and Plan) <u>the ability for End Users to perform tasks via the Contractor’s on-line portals themselves;</u>
<b><u>“Sensitive Claim”</u></b>	has the meaning given to it in Paragraph 8.6 of Schedule 7.1 (Staff Transfer);
<b><u>“Service Asset and</u></b>	<u>those Services provided by the Contractor to meet the</u>

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<b><u>Configuration Management (SACM)”</u></b>	<u>Service Requirements of the Customer Authority described in Table 3.2 (Asset and Configuration Management) in Category 3 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions):</u>
<b><u>“Service Attributes”</u></b>	<u>these are features of a Service. The four (4) service attributes are: capacity, Service Level Targets, security level and geography. The service attributes of a Service will be set out in Part A of Appendix 3 of the Call-Off Form and the Contractor’s Call Off Service Catalogue:</u>
<b><u>“Service Availability”</u></b>	<u>the Availability of a Service:</u>
<b><u>“Service Catalogue”</u></b>	<u>the service catalogue organised and administered by the Contractor and provided to the Agency Manager for incorporation into the Business Service Catalogue for access to the End User:</u>
<b><u>“Service Catalogue Management”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 5.1 (Service Catalogue Management) in Category 3 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions):</u>
<b><u>“Service Charges”</u></b>	period payments made in accordance with Appendix 10 of the Call-Off Form in respect of the supply of the Operational Services and which are calculated in accordance with Part A of Schedule 5.1 (Charges and Invoicing);
<b><u>“Service Class”</u></b>	<u>shall mean a PSN Service Class:</u>
<b><u>“Service Credits”</u></b>	the sums payable in respect of the failure by the Contractor to meet one (1) or more Service Level Targets as specified in Appendix 4 of the Call-Off Form;

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<b><u>“Service Criteria”</u></b>	the basic criteria against which performance of the Services are evaluated, as set out in Appendix 4 of the Call-Off Form;
<b><u>“Service Delivery Manager”</u></b>	<u>the individuals appointed as such by the Customer Authority and the Contractor in accordance with Paragraph 2.3 of Schedule 6.1 (Governance), as specified in Appendix 2 of the Call-Off Form;</u>
<b><u>“Service Desk Hours”</u></b>	<u>the Service Hours for the Service Desk;</u>
<b><u>“Service Desk Services”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 1.1 (Service Desk) in Category 3 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions);</u>
<b><u>“Service Desk Policies, Processes and Procedures”</u></b>	<u>the Policies, Processes and Procedures relevant to the set up and on-going operation of the Service Desk;</u>
<b><u>“Service Desk”</u></b>	<u>the service desk of the Agency Manager that provides the Service Desk Services;</u>
<b><u>“Service Downtime”</u></b>	<u>any period of time within the Agreed Service Time during which the Contractor System, a Service and/or Service Element is not Available, excluding Planned Downtime;</u>
<b><u>“Service Element”</u></b>	<u>any distinguishable or measurable element of the Services including Service Instances. They are defined by a combination of the Base Service, Service Option and Service Attributes and will be individually priced. For example, a network connectivity service element could have a capacity attribute of 10Mbit/s, a service availability of 99.9%, security at IL2 and be based on a central Birmingham post code for a service term of three (3) years;</u>

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<b><u>“Service Failure Threshold”</u></b>	<u>the level of performance of the Contractor System and/or a Service, which becomes unacceptable to the Customer, including as set out in each Service Measure and where the Contractor fails to provide the Services in accordance with this Agreement;</u>
<b><u>“Service Failure”</u></b>	any failure to meet a Service Level Target and/or any defect in or failure of the Contractor System and/or a Service which results (or would result if End Users were, at the relevant time, using that Contractor System or Service) in a failure to provide the Contractor System and/or a Service in accordance with the requirements of this Agreement or which results in the provision of the Contractor System and/or a Service to End Users not complying with the requirements of this Agreement;
<b><u>“Service Function”</u></b>	<u>the service functions set out in Appendix 3 (Service Requirements and Contractor Service Descriptions);</u>
<b><u>“Service Improvement Plans”</u></b>	<u>the Contractor’s plans in connection with delivering Continual Service Improvement under this Contract;</u>
<b><u>“Service Instance”</u></b>	<u>a physical implementation of a Service Element installed as part of the Services;</u>
<b><u>“Service Level Management”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 5.2 (Service Level Management) in Category 3 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions);</u>
<b><u>“Service Failure Threshold”</u></b>	<del>the level of performance of the Contractor System and/or a Service, which becomes unacceptable to the Customer, including as set out in each Service Measure and where the Contractor fails to provide the Services in accordance with this Agreement;</del>
<b><u>“Service Level Targets”</u></b>	the service level targets set out in Appendix 4 of the

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	Call-Off Form, together with any service levels applicable to the PSN Compliance Conditions;
<b><u>“Service Levels”</u></b>	<u>the levels of service provision that the Contractor is required to meet in accordance with Appendix 4, as amended from time to time;</u>
<b><u>“Service Management Documentation”</u></b>	<u>has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;</u>
<b><u>“Service Managers”</u></b>	the individuals appointed as such by the Customer Authority and the Contractor in accordance with Paragraph 2.3 of Schedule 6.1 (Governance), as specified in Appendix 2 of the Call-Off Form;
<b><u>“Service Management Documentation”</u></b>	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
<b><u>“Service Measure”</u></b>	a specific requirement of a level of performance to be achieved for the Contractor System and/or Service in relation to a Service Criteria, as set out in Appendix 4 of the Call-Off Form;
<b><u>“Service Measurement Period”</u></b>	<p><del>a calendar quarter, that is Jan-March, April-June, July-September and October-December, except that either:</del></p> <p>(a) <del>the first Service Measurement Period of this Agreement shall begin on the Operational Service Commencement Date and shall expire at the end of the calendar quarter;</del></p> <p>(b) <del>the final Service Measurement Period shall end on the expiry or termination (however arising) of this Agreement; and</del></p> <p>(c) <del>Service Credits will not be applicable until the start of</del></p>

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	<u>the first full Service Measurement Period; i) for the purposes of calculating achievement of Service Level Targets, Service Credits, and Service Failure Thresholds, a rolling four (4) week period; or (ii) for the purposes of Contractor's reporting requirements, one (1) calendar month;</u>
<b><u>"Service Option"</u></b>	<u>an optional service which builds upon a Standard Service, orderable by the Customer Authority at its discretion and "Service Options" shall be construed accordingly;</u>
<b><u>"Service Requests"</u></b>	requests of an ad-hoc nature that fall within the parameters set out in Paragraph 9 of Schedule 6.2 (Change Control Procedure) (e.g., a Customer Site requiring an additional telephone service and moves, adds and changes to service assets). The procedure for service requests is set out in Paragraph 9 of Schedule 6.2 (Change Control Procedure);
<b><u>"Service Requirements"</u></b>	the requirements of the Services set out in Part A of Appendix 3 of the Call-Off Form and which are chosen from Part A of Schedule 2 (Service Requirements and Contractor Service Descriptions) of the Framework Agreement;
<b><u>"Service Restoration"</u></b>	<u>an action taken by or on behalf of the Contractor to return a Contractor System, Service and/or Service Element to the Customer Authority, Indirect Customers and End Users after repair and recovery from an Incident. This action must fully repair the root cause of an Incident and the Contractor System, Service and/or Service Element must be able to perform in accordance with its specifications and this Agreement;</u>
<b><u>"Service Tranche"</u></b>	the particular part of the Services which begins to be provided on a Transfer Date in circumstances where the

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	Contractor commences providing separate parts of the Services at different times;
<b><u>“Services Service Transition”</u></b>	<del>any and all of the services to be those Services</del> provided by the Contractor under this Agreement <u>to meet the Service Requirements of the Customer Authority described in paragraph 3.4 (Service Transition) in Category 3 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions);</u>
<b><u>“Services Board”</u></b>	<del>a governance board involving the Representatives of the Customer Authority and the Contractor, and which will be established in accordance with Schedule 6.1 (Governance);</del>
<b><u>“Services Board Meetings”</u></b>	the regular meeting between the Contractor and the Customer Authority to manage and review the Contractor's performance under this Agreement, as further described in Paragraph 3.4 of Part B of Schedule 2.1 (Service Levels, Related Remedies and Performance Monitoring) and Schedule 6.1 (Governance);
<b><u>“Services Board”</u></b>	<del>a governance board involving the Representatives of the Customer Authority and the Contractor, and which will be established in accordance with Schedule 6.1 (Governance);</del>
<b><u>“Services Operations Manual (SOM)”</u></b>	<u>the online manual which sets out detailed technical and operational aspects, processes and procedures (including network diagrams, escalation levels and working instructions) relating to the support and operation of the Services including the processes and procedures for Service Requests, together with all hand-over and hand-back points and Dependencies between: (i) the Contractor and the Customer Authority, (ii) the Contractor and the Agency Manager; (iii) the Contractor and New Suppliers and Other Suppliers. This manual must not set</u>

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	<u>out any technical or operational aspects, processes or procedures which are already set out in this Agreement;</u>
<b><u>“Services”</u></b>	<u>has the meaning given to it in Paragraph 1.3 of Part A (Service Requirements) of Appendix 3 (Service Requirements and Contractor Service Descriptions);</u>
<b><u>“Shared Service”</u></b>	<u>has the meaning set out in Schedule 1 (Definitions) of the Framework Agreement;</u>
<b><u>“Shared Service Change”</u></b>	<u>has the meaning set out in Schedule 1 (Definitions) of the Framework Agreement;</u>
<b><u>“Shared Service Configuration Change(s)”</u></b>	<u>has the meaning set out in Schedule 1 (Definitions) of the Framework Agreement;</u>
<b><u>“Shared Services Working Group”</u></b>	<u>has the meaning set out in Schedule 1 (Definitions) of the Framework Agreement;</u>
<b><u>“Site Surveys Service”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 18 (Site Surveys) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions);</u>
<b><u>“Sites”</u></b>	any premises from which the Services are provided or from which the Contractor manages, organises or otherwise directs the provision or the use of the Services or where any part of the Contractor System is situated or where any physical interface with the Customer Authority System takes place;
<b><u>“Software”</u></b>	Specially Written Software, Contractor Software <del>and</del> Third Party Software <u>and Customer Authority Software;</u>
<b><u>“Solidus”</u></b>	<u>the software identified as such in Appendix 7;</u>
<b><u>“Solvent”</u></b>	that it:  (a) has no reasonable expectation that it or its holding companies will be affected by an Insolvency Event; and



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	(b) is not undergoing an Insolvency Event;
<b>“Source Code”</b>	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 technical information and Documentation necessary for the use, reproduction, modification and enhancement of such software;
<b>“Special Terms”</b>	the additional terms which are required by the Customer Authority and permitted by the Regulations, as set out in Appendix 16 of the Call-Off Form;
<b>“Specially Written Software”</b>	any software created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of this Agreement including any Documentation;
<b>“Specific Change in Law”</b>	a Change in Law that relates specifically to the business of the Customer Authority and which would not affect a Comparable Supply;
<b>“SRO”</b>	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
<b>“Staff Transfer”</b>	the transfer of staff pursuant to the Employment Regulations under this Agreement;
<b>“Staff Vetting Procedures”</b>	the Customer Authority’s procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of which is subject to any relevant security measures including the provisions of the Official Secrets Act 1911 to 1984;
<b>“Staffing Information”</b>	in relation to employees, <u>such information and all relevant documents and materials relating to</u> such information as may be reasonably requested (subject to Data Protection

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	<p>Legislation), but including in an anonymised format:</p> <p><u>(a)</u> <del>(a)</del>—their ages, dates of commencement of employment or engagement and gender;</p> <p><u>(b)</u> <u>organisational charts; additional information about factors that may influence staffing costs; and the percentage of working time spent by each employee in the provision of the Services;</u></p> <p><u>(c)</u> <u>job title and grade;</u></p> <p><u>(bd)</u> details of whether they be employed, self-employed contractors or consultants, agency workers or otherwise;</p> <p><u>(ee)</u> the identity of the employer or relevant contracting party;</p> <p><u>(ef)</u> their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;</p> <p><u>(eg)</u> the wages, salaries and profit sharing;</p> <p><u>(fh)</u> details of other employment related benefits, including medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;</p> <p><u>(gi)</u> any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);</p> <p><del>(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;</del><u>i) details of any absences from work for one (1) month or more regardless of the reason at the time the staffing information is requested;</u></p> <p><u>(ik)</u> copies of all relevant documents and materials relating to such information, including copies of relevant contracts</p>
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	<p>of employment (or relevant standard contracts if applied generally in respect of such employees);</p> <p>(j) details of all collective agreements with a brief summary of the current state of negotiations with such bodies and with details of any current industrial disputes and claims for recognition by any trade union; and</p> <p>(k) any other “employee liability information” as such term is defined in regulation 11 of the Employment Regulations;</p>
<b>“Standard Dispute Timetable”</b>	the standard timetable for the resolution of Disputes set out in Appendix 1 to Schedule 6.3 (Dispute Resolution Procedure);
<b><u>“Standard Service Unit Price”</u></b>	<u>has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;</u>
<b><u>“Standard Services”</u></b>	<u>the standard services set out in the Service Requirements and Contractor Service Descriptions, including PSN Services;</u>
<b>“Standards”</b>	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement and shall include any additional standards set out in Appendix 5 of the Call-Off Form;
<b>“Step-In Notice”</b>	has the meaning given to it in Clause 49.6;
<b>“Step-In Services”</b>	has the meaning given to it in Clause 49.8.2;
<b>“Step-Out Date”</b>	has the meaning given to it in Clause 49.11.2;
<b>“Step-Out Notice”</b>	has the meaning given to it in Clause 49.11;
<b>“Step-Out Plan”</b>	has the meaning given to it in Clause 49.12;
<b><u>“Sterling”</u></b>	<u>shall mean GBP Pounds;</u>

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<b>“Sub-contract”</b>	any contract or agreement or proposed contract or agreement between the Contractor and any third party whereby that third party agrees to provide to the Contractor the Services or any part thereof or facilities or services necessary 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;
<b>“Sub-contractor”</b>	<del>the third party with whom the Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents;</del>
<b>“Supporting Documentation”</b>	sufficient information to enable the Customer Authority to reasonably assess whether the Charges detailed on the Contractor’s invoice are properly payable;
<b>“Suspension”</b>	a suspension, pursuant to the Framework Agreement, of the Contractor’s rights and <b>“Suspend”</b> and <b>“Suspended”</b> shall be construed accordingly;
<b>“Sustainability Plan”</b>	the Contractor’s sustainability plan prepared pursuant to Paragraph 3 of Schedule 2.3 (Sustainability Requirements and Plan) and as set out in Appendix 14 of the Call-Off Form;
<b>“Sustainability Tests”</b>	has the meaning given to it in Paragraph 4.1 of Schedule 2.3 (Sustainability Requirements and Plan);
<b><u>“SyOps”</u></b>	<u>Documentation specifying the procedures that are to be carried out by system users (including the system administrator and operators) to uphold all aspects of security;</u>
<b><u>“Systems of Measurement Referenced Document or Systems Measurement</u></b>	<u>the detailed description of the sources of data, and calculations to be used in creating the monthly Performance Monitoring Report;</u>

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<b><u>Document</u></b>	
<b><u>“TACACS”</u></b>	<b><u>Terminal Access Controller Access-Control System:</u></b>
<b><u>“Technology Replacement Plan”</u></b>	<b><u>the agreed technology replacement plan developed and implemented by the Contractor for upgrades/replacement of all Assets, including Hardware, software, spares and consumables, over the period of the Agreement;</u></b>
<b><u>“Technology Steering Board / TSB”</u></b>	<b><u>the board described as such in Paragraph 4 of Appendix 12 (Governance);</u></b>
<b><u>“Term”</u></b>	the period commencing on the Effective Date and ending on the expiry of the Initial Term or any Extension Period or on earlier termination of this Agreement;
<b><u>“Termination Assistance Notice”</u></b>	has the meaning given to it in Paragraph 6.1 of Schedule 6.4 (Exit Management);
<b><u>“Termination Assistance Period”</u></b>	the period specified in the Termination Assistance Notice in which the Contractor shall provide the Termination Services in accordance with Schedule 6.4 (Exit Management). Where this Agreement is terminated in part, there will be more than one Termination Assistance Period;
<b><u>“Termination Notice”</u></b>	a notice to terminate this Agreement or part of the Services either immediately or at a date specified in the notice;
<b><u>“Termination Payment”</u></b>	the payment calculated in accordance with the formula set out in Paragraph 2 of Schedule 5.2 (Payments on Termination);
<b><u>“Termination Services”</u></b>	the services and activities to be performed by the Contractor pursuant to the Exit Plan, including ongoing provision of the Services, performance of those activities listed in Appendix 1 to Schedule 6.4 (Exit Management) and any other services required pursuant to the

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	Termination Assistance Notice;
<b>“Termination Transfer”</b>	has the meaning given to it in Paragraph 3 of Schedule 7.1 (Staff Transfer);
<b>“Termination Transfer Date”</b>	each date on which the Services or any part of the Services cease to be provided by the Contractor in circumstances where the Replacement Contractor or the Customer Authority will commence the provision of Replacement Services. Where there is a Partial Termination, or where there are multiple Replacement Contractors, there may be several Termination Transfer Dates;
<b><u>“Termination Transfer”</u></b>	<u>has the meaning given to it in Paragraph 3 of Schedule 7.1</u> <u>(Staff Transfer);</u>
<b>“Termination Transferring Employees”</b>	the Contractor Personnel assigned to providing the Services which cease to be provided on the Termination Transfer Date and whose names are included in the list provided by the Contractor in accordance with the terms of this Agreement;
<b>“Test Certificate”</b>	the certificate materially in the form of the document contained in Appendix 1 to Schedule 4.2 (Testing Procedures) issued by the Customer Authority when a Deliverable has satisfied its relevant Test Success Criteria without any Test Issues;
<b><del>“Test Issue”</del></b>	<del>any variance or non-conformity of a Deliverable from its requirements as set out in the relevant Test Success Criteria;</del>
<b>“Test Issue Management Log”</b>	a log for the recording of Test Issues as described further in Paragraph 9.2 of Schedule 4.2 (Testing Procedures);

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<b><u>“Test Issue”</u></b>	<u>any variance or non-conformity of a Deliverable from its requirements as set out in the relevant Test Success Criteria;</u>
<b><u>“Testing Service”</u></b>	<u>shall mean those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Paragraph 12 (Testing) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions);</u>
<b><u>“Test Plan”</u></b>	a plan for the Testing of Deliverables and other criteria agreed in writing by the Parties related to the achievement of Milestones as described further in Paragraph 5 of Schedule 4.2 (Testing Procedures);
<b><u>“Test Report”</u></b>	a report setting out the results of any Tests which shall include the information set out in Paragraph 8.5 of Schedule 4.2 (Testing Procedures);
<b><u>“Test Specification”</u></b>	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 7 of Schedule 4.2 (Testing Procedures);
<b><u>“Test Strategy”</u></b>	a strategy for the conduct of Testing as described further in Paragraph 4 of Schedule 4.2 (Testing Procedures);
<b><u>“Test Success Criteria”</u></b>	the test success criteria referred to in Paragraph 6 of Schedule 4.2 (Testing Procedures) <u>or as otherwise agreed between the Parties in respect of any Deliverable or Milestone;</u>
<b><u>“Test Witness”</u></b>	any person appointed by the Customer Authority pursuant to Paragraph 10 of Schedule 4.2 (Testing Procedures);
<b><u>“Testing” and “Tests”</u></b>	<u>any tests required to be carried out under this Agreement;</u>

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	as further described in Schedule 4.2 (Testing Procedures);
<b>“Testing Procedures”</b>	<i>the Testing procedures and Test Success Criteria set out in Schedule 4.2 (Testing Procedures);</i>
<b>“Testing Quality Audit”</b>	has the meaning given to it in Paragraph 11.1 of Schedule 4.2 (Testing Procedures);
<b><u>“Testing” and “Tests”</u></b>	<u>any tests required to be carried out under this Agreement, as further described in Schedule 4.2 (Testing Procedures);</u>
<b><u>“Third Party Charges”</u></b>	<u>the Charges described as such in Appendix 10 (Charging and Invoicing) and set out in the relevant Annex to Appendix 10, such Charges being part of the Service Charges for the Operational Phase;</u>
<b><u>“Third Party Contractor(s)”</u></b>	<u>the entity (other than the Customer Authority and the Contractor) that is a party to the relevant Third Party Contract;</u>
<b><u>“Third Party Contracts”</u></b>	<u>the support and maintenance contracts identified in Paragraph 6 of Appendix 7 (Customer Authority Equipment and Exclusive Equipment) required for the provision of the Services;</u>
<b>“Third Party Materials”</b>	the Third Party Software together with the Documentation relating to the Third Party Software;
<b>“Third Party Software”</b>	software which is proprietary to any third party (other than an Affiliate of the Contractor) which is or will be used by the Contractor for the purposes of providing the Services;
<b><u>“TOGAF”</u></b>	<u>the Open Group Architecture Framework;</u>
<b>“Transfer Date”</b>	each date on which one or more (as applicable) of the Transferring Outgoing Service Provider Employees and/or the Transferring Customer Authority Employees transfer in accordance with the Employment Regulations to the



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	employment of the Contractor (or where relevant any Sub-contractor) being a date on which the Contractor takes responsibility for some part (or all of) the provision of the Services. Where the Contractor is taking over the Services in stages or from multiple previous Outgoing Service Providers, there may be several Transfer Dates;
<b>“Transferring Assets”</b>	such assets as transferred to the Customer Authority on termination or expiry of this Agreement and as specified in the Exit Plan;
<b>“Transferring Contracts”</b>	has the meaning given to it in Paragraph 9.2.2 of Schedule 6.4 (Exit Management);
<b>“Transferring Customer Authority Employees”</b>	the employees of the Customer Authority listed in Appendix 15 of the Call-Off Form identified in each case (in circumstances where the Contractor will commence providing separate parts of the Services at different times) by reference to the relevant Service Tranche which will replace the services performed by the Outgoing Service Providers on the relevant Transfer Date or otherwise those employees of the Customer Authority who are identified pursuant to Paragraphs 2.17 and 2.18 of Schedule 7.1 (Staff Transfer);
<b>“Transferring Outgoing Service Provider Employees”</b>	the employees of the Outgoing Service Providers listed in Appendix 15 of the Call-Off Form identified in each case (in circumstances where the Contractor will commence providing separate parts of the Services at different times) by reference to the relevant Service Tranche which will replace the services performed by the Outgoing Service Providers on the relevant Transfer Date or otherwise those employees of the Outgoing Service Providers who are identified pursuant to Paragraphs 2.5 and 2.6 of Schedule 7.1 (Staff Transfer);

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<b><u>“Transferring-In Assets ”</u></b>	<u>the hardware, computer and telecoms devices and equipment that the Contractor requested from the Customer Authority to use to enable it to supply the Services, as such hardware, computer and telecoms devices and equipment is listed in Appendix 7 of the Call-Off Form, as amended from time to time;</u>
<b><u>“Transferring-In Software”</u></b>	<u>the software that the Contractor requested from the Customer Authority to use to enable it to supply the Services, as such software is listed in Appendix 7 of the Call-Off Form, as amended from time to time;</u>
<b><u>“Transition ”</u></b>	<u>the process of transferring the delivery of the Service from the Outgoing Service Provider(s) (including the Outgoing Service Provider of the Legacy Services) to the Contractor;</u>
<b><u>“Transition Deliverables”</u></b>	<u>all Project Deliverables documented by the Contractor in any plan, PID or Test Success Criteria including all Documentary Deliverables detailed in the DDM;</u>
<b><u>“Transition Governance Board”</u></b>	<u>the governance board to be established by the Parties to govern Transition as set out in Annex 2 to Schedule 4.1 (Implementation Plan);</u>
<b><u>“Transition Mode of Operations (TMO)”</u></b>	<u>the way the Contractor delivers the Services during Transition. TMO will include interim processes, procedures and ways of working between the Outgoing Service Providers, the New Suppliers, the Other Suppliers, any Third Party Contractors, the Agency Manager and the Customer Authority to enable the effective delivery of the Services during periods of Transition;</u>
<b><u>“Transition Period”</u></b>	<u>the period commencing from the Effective Date to the date when all Services have reached their FMO;</u>
<b><u>“Transition Plan”</u></b>	<u>the Contractor’s plans for Transition of the Services from the Outgoing Service Provider(s) to the Contractor pursuant to the Detailed Implementation Plan;</u>
<b><u>“Transition Risk and Accreditation Management Plan”</u></b>	<u>the Transition Risk and Accreditation Management Plan to be delivered by the Contractor to the Customer Authority under Schedule 4.1 (Implementation Plan);</u>

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<b><u>“Transition Service Readiness Approach”</u></b>	<u>as set out in Paragraph 16.1 of Schedule 4.1 (Implementation Plan):</u>
<b><u>“Transition Workstream”</u></b>	<u>a project that is tasked with the Transition of any part of the Services:</u>
<b><u>“TULCRA”</u></b>	<u>The Trade Union and Labour Relations (Consolidation) Act 1992 as amended from time to time;</u>
<b><u>“UK”</u></b>	<u>England, Wales, Scotland and Northern Ireland;</u>
<b><u>“Ultimate Holding Company”</u></b>	<u>in relation to any Relevant Entity, the Holding Company which is not owned by a Holding Company;</u>
<b><u>“Ultimate Holding Company Change”</u></b>	<u>any transaction or series of transactions which result in:</u>  <u>(a) a change in the identity of the Ultimate Holding Company;</u>  <u>(b) a Change of Ownership or Control of the Ultimate Holding Company; and/or</u>  <u>(c) the acquisition of Control of the Relevant Entity by a person (or connected persons or persons acting in concert) which are not themselves Controlled by the Ultimate Holding Company;</u>
<b><u>“Ultimate Holding Company”</u></b>	<u>in relation to any Relevant Entity, the Holding Company which is not owned by a Holding Company;</u>
<b><u>“Unavailable”</u></b>	<u>in relation to the Contractor System, a Service or a Service Element, that the Contractor System, Service and/or Service Element are not Available;</u>
<b><u>“Unify HIPT”</u></b>	<u>shall mean the legacy HIPT platform that was provided to the Customer Authority prior to transition to VCT;</u>
<b><u>“Uninterruptible Power Supply (UPS) Service”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 21 (Uninterruptible Power Supply</u>

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	<u>(UPS)) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions):</u>
<b><u>“Unplanned Downtime”</u></b>	<u>any time within the Agreed Service Time when the Contractor System, a Service or Service Element is not Available, excluding Planned Downtime;</u>
<b><u>“Unrecovered Costs”</u></b>	the costs incurred by the Contractor in the performance of this Agreement and detailed in Financial Model from time to time, to the extent that the same remain to be recovered through the Charges at the rate at which they fall to be amortised as detailed in the Financial Model. Such costs will exclude internal costs of financing, working capital or overheads associated with these costs but include profit earned but not received accruing to these costs;
<b><u>“Updated Financial Model”</u></b>	the Base Case Financial Model as updated pursuant to Paragraph 5 of Schedule 5.4 (Financial Model);
<b><u>“Upper Quartile”</u></b>	that based on an analysis of Equivalent Services Data, the Charges for the Benchmarked Services, as compared to the range of prices for Comparable Services, are within the top twenty five percent (25%) in terms of best value for money or the recipients of Comparable Services;
<b><u>“VAT”</u></b>	value added tax as provided for in the Value Added Tax Act 1994;
<b><u>“VCT nTwine portal”</u></b>	<u>the Contractor’s on-line portal for VCT;</u>
<b><u>“Virtual Data Room”</u></b>	<u>the temporary online data room set up by the Customer Authority during the tender procurement, which contains due diligence information relating to this Agreement;</u>
<b><u>“Virtual Library”</u></b>	<u>shall have the same meaning as “Virtual Data Room”;</u>
<b><u>“Voice Complete Telephone” or “VCT”</u></b>	<u>the Contractor’s solution to replace the legacy HIPT platform;</u>

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<b><u>“Voicemail and Interactive Voice Response Service”</u></b>	<u>those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 13 (Voicemail and Interactive Voice Response) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions):</u>
<b><u>“WAN Availability Management Service”</u></b>	<u>shall mean those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 4 (WAN Availability Management) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions):</u>
<b><u>“WAN Capacity Management Service”</u></b>	<u>shall mean those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 5 (WAN Capacity Management) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions):</u>
<b><u>“WAN Connectivity”</u></b>	<u>shall have the meaning set out in Paragraph 1.3 of Part B of Appendix 3 (Service Requirements and Contractor Service Descriptions):</u>
<b><u>“WAN Connectivity Service”</u></b>	<u>shall mean those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 2 (WAN Connectivity) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions):</u>
<b><u>“WAN Encryption Management Service”</u></b>	<u>shall mean those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 7 (WAN Encryption Management) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions):</u>
<b><u>“WAN Infrastructure”</u></b>	<u>refers to the hardware and software used within the Wide Area Network to enable network connectivity, communication, operations and management:</u>
<b><u>“WAN Maintenance and Break Fix Service”</u></b>	<u>shall mean those Services provided by the Contractor to meet the Service Requirements of the Customer Authority</u>

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	<u>described in Table 3 (WAN Maintenance and Break Fix) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions):</u>
<b><u>“WAN Quality Of Service Management Service”</u></b>	<u>shall mean those Services provided by the Contractor to meet the Service Requirements of the Customer Authority described in Table 6 (WAN Quality Of Service Management) in Category 2 of Part A of Appendix 3 (Service Requirements and Contractor Service Descriptions):</u>
<b><u>“Warning Notice”</u></b>	<u>has the meaning given to it in Clause 10.8;</u>
<b><u>“Wider PSN Contractors”</u></b>	<u>has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;</u>
<b><u>“Work in Progress”</u></b>	<u>Customer Authority on-going, imminent or forecasted project, activity or initiative that is in on-going at the Effective Date and which the Contractor may be required to input into, take over and/or implement at any time during the Term and identified as such in the data room or identified at any time from time to time by the Contactor;</u>
<b><u>“Workforce Code of Practice”</u></b>	<u>the Code of Practice on Workforce Matters in Public Sector Service Contracts issued by the Cabinet Office on 18 March 2005 (as amended from time to time);</u>
<b><u>“Working Days”</u></b>	<u>any day other than a Saturday, Sunday or public holiday in England and Wales-; and</u>
<b><u>“Working Hours”</u></b>	<u>Monday to Friday: 07:00 to 19:00 (not including bank holidays).</u>

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**ANNEX 16-1**

**GLOSSARY OF INDUSTRY DEFINITIONS**

Unless otherwise amended below, the following definitions shall have the meaning given to them in the ITIL Guidelines v3.0 or shall be interpreted in accordance with the common interpretation within the relevant market sector/industry. Otherwise, it shall be interpreted in accordance with the meaning in the English Oxford dictionary:

<u>Term</u>	<u>Definition – ITIL – CESG GPG – PRINCE2 – Industry Standard</u>
<u>“Acceptance Criteria ”</u>	<u>ITIL</u>
<u>“Access Management Policy”</u>	<u>ITIL</u>
<u>“Access Management”</u>	<u>ITIL</u>
<u>“Account”</u>	<u>Industry standard</u>
<u>“Active Directory” or “AD”</u>	<u>Industry standard</u>
<u>“Active Directory Domain” or “AD Domain”</u>	<u>Industry standard</u>
<u>“Application Performance Monitoring” or “APM”</u>	<u>ITIL</u>
<u>“Asset Management”</u>	<u>ITIL</u>
<u>“Asset and Configuration Databases”</u>	<u>Industry standard</u>
<u>“Asset and Configuration Management (SACM)”</u>	<u>ITIL</u>
<u>“Audit”</u>	<u>Industry standard</u>
<u>“Audit Process”</u>	<u>Industry standard</u>
<u>“Audio Conferencing”</u>	<u>Industry standard</u>
<u>“Availability Management”</u>	<u>ITIL</u>
<u>“Availability Plan”</u>	<u>ITIL</u>
<u>“Availability”</u>	<u>ITIL</u>
<u>“Available”</u>	<u>ITIL</u>
<u>“AXE”</u>	<u>Industry standard</u>
<u>“Baseline”</u>	<u>PRINCE2</u>
<u>“Billing”</u>	<u>Industry standard</u>
<u>“Border Gateway Protocol” or “BGP”</u>	<u>Industry standard</u>
<u>“British Standards”</u>	<u>Industry standard</u>
<u>“Broadband”</u>	<u>Industry standard</u>
<u>“Business Continuity and Disaster Recovery Process”</u>	<u>ITIL</u>
<u>“Capacity Management”</u>	<u>ITIL</u>
<u>“Capacity Planning and</u>	<u>Industry standard</u>

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<u>Management Services”</u>	
<u>“Capacity Threshold”</u>	<u>Industry standard</u>
<u>“Catalogue”</u>	<u>ITIL</u>
<u>“CD”</u>	<u>Industry standard</u>
<u>“Change Advisory Board”</u>	<u>ITIL</u>
<u>“Change Impact Assessment”</u>	<u>ITIL</u>
<u>“Change Management”</u>	<u>ITIL</u>
<u>“Class of Service”</u>	<u>Industry standard</u>
<u>“CLI display”</u>	<u>Industry standard</u>
<u>“CMDB”</u>	<u>ITIL</u>
<u>“COBIT 5”</u>	<u>Industry standard</u>
<u>“Commoditised Services”</u>	<u>Industry standard</u>
<u>“Communication”</u>	<u>Industry standard</u>
<u>“Communications Cabinet”</u>	<u>Industry standard</u>
<u>“Communications Room”</u>	<u>Industry standard</u>
<u>“Conference”</u>	<u>Industry standard</u>
<u>“Conference Dial”</u>	<u>Industry standard</u>
<u>“Configuration Items” or “CIs”</u>	<u>ITIL</u>
<u>“Configuration Management Database”</u>	<u>ITIL</u>
<u>“Continual Service Improvement Policies”</u>	<u>ITIL</u>
<u>“Continual Service Improvement Policies, Processes and Procedures”</u>	<u>ITIL</u>
<u>“Continual Service Improvement Programme (CSIP)”</u>	<u>ITIL</u>
<u>“Critical Service Levels”</u>	<u>ITIL</u>
<u>“Critical Service Level Targets”</u>	<u>ITIL</u>
<u>“CSV”</u>	<u>Industry standard</u>
<u>“Customer Information Guide”</u>	<u>Industry standard</u>
<u>“Customer Loyalty Surveys”</u>	<u>Industry standard</u>
<u>“Customer Service Team”</u>	<u>Industry standard</u>
<u>“Cyclic”</u>	<u>Industry standard</u>
<u>“Data”</u>	<u>Industry standard</u>
<u>“Data Centres”</u>	<u>Industry standard</u>
<u>“Decommissioning Equipment”</u>	<u>Industry standard</u>
<u>“Delivery”</u>	<u>ITIL</u>
<u>“Desktop”</u>	<u>Industry standard</u>
<u>“DHCP”</u>	<u>Industry standard</u>
<u>“Direct Exchange”</u>	<u>Industry standard</u>
<u>“Direct Exchange Lines”</u>	<u>Industry standard</u>
<u>“Directory Enquiries”</u>	<u>Industry standard</u>
<u>“DNSP” / Direct Network Service Provider</u>	<u>Industry standard</u>
<u>“Domain Name Resolution Contractor”</u>	<u>Industry standard</u>
<u>“Domain Name Resolution Service Requests”</u>	<u>Industry standard</u>

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<u>“Downtime”</u>	<u>ITIL</u>
<u>“DSL ”</u>	<u>Industry standard</u>
<u>“DVD”</u>	<u>Industry standard</u>
<u>“Elapsed Hours”</u>	<u>ITIL</u>
<u>“Enterprise”</u>	<u>Industry standard</u>
<u>“Environment”</u>	<u>Industry standard</u>
<u>“Ethernet”</u>	<u>Industry standard</u>
<u>“Ethernet Network Interface”</u>	<u>Industry standard</u>
<u>“European Economic Area (“EEA”)</u>	<u>Industry standard</u>
<u>“Event Management”</u>	<u>ITIL</u>
<u>“Exchange Line”</u>	<u>Industry standard</u>
<u>“Extensible Messaging and Presence Protocol” or “XMPP”</u>	<u>Industry standard</u>
<u>“Fax”</u>	<u>Industry standard</u>
<u>“Fax over IP standard”</u>	<u>Industry standard</u>
<u>“Field Engineers”</u>	<u>Industry standard</u>
<u>“Freephone”</u>	<u>Industry standard</u>
<u>“FTP”</u>	<u>Industry standard</u>
<u>“Fully Resilient”</u>	<u>Industry standard</u>
<u>“Future Mode of Operations” or “FMO”</u>	<u>ITIL</u>
<u>“Handsets”</u>	<u>Industry standard</u>
<u>“Hands Free”</u>	<u>Industry standard</u>
<u>“HIPT”</u>	<u>Industry standard</u>
<u>“HIPT Functionality”</u>	<u>Industry standard</u>
<u>“HIPT Infrastructure”</u>	<u>Industry standard</u>
<u>“HIPT Service Management”</u>	<u>Industry standard</u>
<u>“Hosted IP”</u>	<u>Industry standard</u>
<u>“Hosted IP Telephony Service”</u>	<u>Industry standard</u>
<u>“HTTPS ”</u>	<u>Industry standard</u>
<u>“Hunt Groups”</u>	<u>Industry standard</u>
<u>“I.T. Services Continuity Management (ITSCM)”</u>	<u>ITIL</u>
<u>“Identity Management”</u>	<u>ITIL</u>
<u>“IL3 standards”</u>	<u>CESG</u>
<u>“IM Client”</u>	<u>Industry standard</u>
<u>“Impact Assessments”</u>	<u>ITIL</u>
<u>“Incident Management ”</u>	<u>ITIL</u>
<u>“Incident Management Desk”</u>	<u>Industry standard</u>
<u>“Incident Resolution Times”</u>	<u>ITIL</u>
<u>“Incident Resolution”</u>	<u>ITIL</u>
<u>“Incident Reviews”</u>	<u>ITIL</u>
<u>“Incident”</u>	<u>ITIL</u>
<u>“Instant Messaging” or “IM”</u>	<u>Industry standard</u>
<u>“Interactive Voice Response” or “IVR”</u>	<u>Industry standard</u>
<u>“International Numbers”</u>	<u>Industry standard</u>
<u>“IP”</u>	<u>Industry standard</u>

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<u>"IP Address Schema Management"</u>	<u>Industry standard</u>
<u>"IP Packet Loss Ratio"</u>	<u>Industry standard</u>
<u>"IP Phone"</u>	<u>Industry standard</u>
<u>"IP Telephony"</u>	<u>Industry standard</u>
<u>"IPDV"</u>	<u>Industry standard</u>
<u>"IPLR"</u>	<u>Industry standard</u>
<u>"IPVPN"</u>	<u>Industry standard</u>
<u>"IPVPN Service"</u>	<u>Industry standard</u>
<u>"ISDN2"</u>	<u>Industry standard</u>
<u>"ISDN30"</u>	<u>Industry standard</u>
<u>"IT"</u>	<u>Industry standard</u>
<u>"ITIL Policies, Processes and Procedures (PPP)"</u>	<u>Industry standard</u>
<u>"IT Service Continuity Management (ITSCM)"</u>	<u>Industry standard</u>
<u>"ITIL Request Fulfilment"</u>	<u>ITIL</u>
<u>"ITSM Toolset"</u>	<u>ITIL</u>
<u>"Knowledge Management"</u>	<u>Industry standard</u>
<u>"Knowledge Management System"</u>	<u>ITIL</u>
<u>"Known Error Database"</u>	<u>Industry standard</u>
<u>"Known Error Log"</u>	<u>ITIL</u>
<u>"Known Errors"</u>	<u>ITIL</u>
<u>"Local Area Networks" or "LAN"</u>	<u>Industry standard</u>
<u>"LAN Management"</u>	<u>Industry standard</u>
<u>"LAN Provision"</u>	<u>Industry standard</u>
<u>"LAN Services"</u>	<u>Industry standard</u>
<u>"Laptop"</u>	<u>Industry standard</u>
<u>"LLDP-MED or CDP"</u>	<u>Industry standard</u>
<u>"Local Number Portability (LNP)"</u>	<u>Industry standard</u>
<u>"Longest Free"</u>	<u>Industry standard</u>
<u>"Major Incident Reports "</u>	<u>ITIL</u>
<u>"Major Incident Reviews"</u>	<u>ITIL</u>
<u>"Major Incident"</u>	<u>ITIL</u>
<u>"Managed Service"</u>	<u>Industry standard</u>
<u>"Managed Voice"</u>	<u>Industry standard</u>
<u>"Managing Agent"</u>	<u>Industry standard</u>
<u>"Management Information"</u>	<u>ITIL</u>
<u>"Mean Opinion Scores" or "MOS"</u>	<u>Industry standard</u>
<u>"Message Waiting"</u>	<u>Industry standard</u>
<u>"MMS"</u>	<u>Industry standard</u>
<u>"Mobile"</u>	<u>Industry standard</u>
<u>"Mobile Client"</u>	<u>Industry standard</u>
<u>"Mobile Equipment"</u>	<u>Industry standard</u>
<u>"MPLS"</u>	<u>Industry standard</u>
<u>"Multi VRF's"</u>	<u>Industry standard</u>
<u>"NAT (Network Address Translation)"</u>	<u>Industry standard</u>
<u>"NTE"</u>	<u>Industry standard</u>

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<u>“NTP”</u>	<u>Industry standard</u>
<u>“OEM”</u>	<u>Industry standard</u>
<u>“Operational”</u>	<u>Industry standard</u>
<u>“Original Equipment Manufacturer”</u>	<u>Industry standard</u>
<u>“PABX”</u>	<u>Industry standard</u>
<u>“PBX”</u>	<u>Industry standard</u>
<u>“PC”</u>	<u>Industry standard</u>
<u>“PDF”</u>	<u>Industry standard</u>
<u>“Personal Unblocking Key” or “PUK”</u>	<u>Industry standard</u>
<u>“Pick Up Groups”</u>	<u>Industry standard</u>
<u>“PIN”</u>	<u>Industry standard</u>
<u>“Plan(s)”</u>	<u>Industry standard</u>
<u>“Planned Downtime”</u>	<u>ITIL</u>
<u>“Policy”</u>	<u>Industry standard</u>
<u>“Post Implementation Reviews”</u>	<u>ITIL</u>
<u>“Power Distribution Unit” or “PDU”</u>	<u>Industry standard</u>
<u>“Priority Level”</u>	<u>ITIL</u>
<u>“Priority One”</u>	<u>Industry standard</u>
<u>“Priority Zero”</u>	<u>Industry standard</u>
<u>“Private”</u>	<u>Industry standard</u>
<u>“Problem Management”</u>	<u>ITIL</u>
<u>“Problem Management Team”</u>	<u>ITIL</u>
<u>“Problem”</u>	<u>ITIL</u>
<u>“Procedures”</u>	<u>Industry standard</u>
<u>“Process ”</u>	<u>ITIL</u>
<u>“Product (s)”</u>	<u>PRINCE2</u>
<u>“Professional Service”</u>	<u>Industry standard</u>
<u>“Programme”</u>	<u>Industry standard</u>
<u>“Project Closure”</u>	<u>Industry standard</u>
<u>“Project Definition”</u>	<u>Industry standard</u>
<u>“Project Implementation”</u>	<u>ITIL</u>
<u>“Project Initiation”</u>	<u>PRINCE2</u>
<u>“PSN Certification”</u>	<u>Industry standard</u>
<u>“PSNA”</u>	<u>Industry standard</u>
<u>“Public”</u>	<u>Industry standard</u>
<u>“Public Telecoms Operator”</u>	<u>Industry standard</u>
<u>“Random-Access Memory” or “RAM”</u>	<u>Industry standard</u>
<u>“Release Plan”</u>	<u>ITIL</u>
<u>“Release Schedule”</u>	<u>ITIL</u>
<u>“Remediation Plans”</u>	<u>ITIL</u>
<u>“Request For Change (RFCs)”</u>	<u>ITIL</u>
<u>“Requirements”</u>	<u>ITIL</u>
<u>“Resilient”</u>	<u>Industry standard</u>
<u>“Resilient Diverse”</u>	<u>Industry standard</u>
<u>“Resilient Diverse Solution”</u>	<u>Industry standard</u>
<u>“Resilient Fully Diverse”</u>	<u>Industry standard</u>
<u>“Resolved”</u>	<u>ITIL</u>

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<u>“R-factor”</u>	<u>Industry standard</u>
<u>“RIPE”</u>	<u>Industry standard</u>
<u>“Risk Management”</u>	<u>ITIL</u>
<u>“RJ11”</u>	<u>Industry standard</u>
<u>“Root Cause Analysis”</u>	<u>ITIL</u>
<u>“Root Causes”</u>	<u>ITIL</u>
<u>“Router”</u>	<u>Industry standard</u>
<u>“Scalability”</u>	<u>Industry standard</u>
<u>“Security”</u>	<u>Industry standard</u>
<u>“Security Incidents”</u>	<u>Industry standard</u>
<u>“Security Operating Procedures”</u> <u>or “SyOPs”</u>	<u>ITIL</u>
<u>“Sequential”</u>	<u>Industry standard</u>
<u>“Server Infrastructure”</u>	<u>Industry standard</u>
<u>“Service Continuity”</u>	<u>ITIL</u>
<u>“Service Continuity Management</u> <u>(ITSCM)”</u>	<u>ITIL</u>
<u>“Service Descriptions”</u>	<u>ITIL</u>
<u>“Service Design”</u>	<u>ITIL</u>
<u>Service Desk Policies</u>	<u>Industry standard</u>
<u>“Service Improvement”</u>	<u>ITIL</u>
<u>“Service Level Agreement” or</u> <u>“SLA”</u>	<u>ITIL</u>
<u>“Service Level Management</u> <u>Process”</u>	<u>ITIL</u>
<u>“Service Management”</u>	<u>ITIL</u>
<u>“Service Management Lifecycle”</u>	<u>ITIL</u>
<u>“Service Meetings”</u>	<u>ITIL</u>
<u>“Service Operational</u> <u>Commencement Date”</u>	<u>ITIL</u>
<u>“Service Resolution Targets”</u>	<u>ITIL</u>
<u>“Service Review Meetings”</u>	<u>ITIL</u>
<u>“Service Reviews”</u>	<u>ITIL</u>
<u>“Services Agreement”</u>	<u>ITIL</u>
<u>“Service Transition Policies,</u> <u>Processes and Procedures”</u>	<u>ITIL</u>
<u>“Service Type”</u>	<u>ITIL</u>
<u>“Session Border Controller” or</u> <u>“SBM”</u>	<u>Industry standard</u>
<u>“Severity”</u>	<u>ITIL</u>
<u>“Short Message Service” or</u> <u>“SMS”</u>	<u>Industry standard</u>
<u>“SIM”</u>	<u>Industry standard</u>
<u>“Simple Network Management</u> <u>Protocol” or “SNMP”</u>	<u>Industry standard</u>
<u>“SIP”</u>	<u>Industry standard</u>
<u>“Soft Clients”</u>	<u>Industry standard</u>
<u>“Stakeholders”</u>	<u>PRINCE2</u>

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<u>“Standard Access”</u>	<u>Industry standard</u>
<u>“Structured Cabling”</u>	<u>Industry standard</u>
<u>“Support”</u>	<u>Industry standard</u>
<u>“SVGA”</u>	<u>Industry standard</u>
<u>“System Administration”</u>	<u>ITIL</u>
<u>“T&amp;M”</u>	<u>Industry standard</u>
<u>“Tablet”</u>	<u>Industry standard</u>
<u>“TDM”</u>	<u>Industry standard</u>
<u>“Technical Assistance Centre” or</u> <u>“TAC”</u>	<u>Industry standard</u>
<u>“Technical Requirements”</u>	<u>Industry standard</u>
<u>“Telecommunications”</u>	<u>Industry standard</u>
<u>“Telephony”</u>	<u>Industry standard</u>
<u>“Test Environment”</u>	<u>Industry standard</u>
<u>“Testing”</u>	<u>Industry standard</u>
<u>“Testing Procedures”</u>	<u>Industry standard</u>
<u>“Unavailable” (also</u> <u>“Unavailability”)</u>	<u>ITIL</u>
<u>“UPS”</u>	<u>Industry standard</u>
<u>“URL”</u>	<u>Industry standard</u>
<u>“Value for Money Provisions”</u>	<u>Industry standard</u>
<u>“VLAN”</u>	<u>Industry standard</u>
<u>“VLAN ID”</u>	<u>Industry standard</u>
<u>“Voice”</u>	<u>Industry standard</u>
<u>“Voice VLAN”</u>	<u>Industry standard</u>
<u>“Voicemail”</u>	<u>Industry standard</u>
<u>“Voice Response”</u>	<u>Industry standard</u>
<u>“VoIP”</u>	<u>Industry standard</u>
<u>“VPN”</u>	<u>Industry standard</u>
<u>“WAN”</u>	<u>Industry standard</u>
<u>“Web Conferencing”</u>	<u>Industry standard</u>
<u>“Web Meeting”</u>	<u>Industry standard</u>
<u>“Work Instructions”</u>	<u>ITIL</u>
<u>“Workarounds”</u>	<u>ITIL</u>

