

ESMCP TERMS AND CONDITIONS –USER SERVICES

SCHEDULE 1

DEFINITIONS

CHANGE HISTORY

Version	Date	Description	Document Number
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1.2	2023.07.27	Issued for release to bidders with ITPD	
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3.0	2024.10.08	Issued for release to the Preferred Bidder prior to contract conformance	
4.0	2024.12.13	Issued for release to the Preferred Bidder for contract execution	

Schedule 1 (*Definitions*)

1 DEFINITIONS

- 1.1. In the Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule 1 (*Definitions*) or the relevant Schedule in which that capitalised expression appears.
- 1.2. If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3. In the Contract, unless the context otherwise requires:
 - 1.3.1. the singular includes the plural and vice versa;
 - 1.3.2. reference to a gender includes the other gender and the neuter;
 - 1.3.3. references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4. a reference to any Law includes a reference to that Law as amended, extended, consolidated, replaced or re-enacted (including as a consequence of the Retained EU Law (Revocation and Reform) Act 2023) from time to time;
 - 1.3.5. the words "including", "other", "in particular", "for example" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "without limitation";
 - 1.3.6. references to "writing" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7. references to "representations" shall be construed as references to present facts, to "warranties" as references to present and future facts and to "undertakings" as references to obligations under the Contract;
 - 1.3.8. references to "Clauses" and "Schedules" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9. references to "Paragraphs" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;

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- 1.3.10. references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
- 1.3.11. the headings in the Contract are for ease of reference only and shall not affect the interpretation or construction of the Contract; and
- 1.3.12. where the Authority is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole.
- 1.4. Any reference in this Contract which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):
- 1.4.1. any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- 1.4.2. any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred.
- 1.5. Where a standard, policy or document is referred to in this Contract by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the Supplier shall notify the Authority and the Parties shall update this Contract with a reference to the replacement hyperlink.

"3.5mm API"	has the meaning given in [REDACTED] [REDACTED]
"3ES"	means one or all of the three Emergency Services (police, fire and rescue, and ambulance) as the context requires;
"3ES Service Acceptance"	means the act of the 3ES, Scotland and Wales agreeing, on behalf of their respective service or funding body, to begin transition onto ESN;
"3GPP"	means the 3rd Generation Partnership Project;

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“3GPP Public Safety Bearer”	means any Bearer with Allocation and Retention Priority and quality of service class identifier (QCI) values set to the values recommended for public safety use in the 3GPP standards;
“3GPP Supplementary Services”	means a service that supplements the basic telecommunication services as defined in the 3GPP standards;
“3rd Party MCX Client”	an Application developed by a third party supplier other than the Supplier which conforms to 3GPP MCX standards and which inter-operates with the MCX Solution provided by the Supplier;
"3rd Party MCX Client Supplier"	means a supplier of a 3rd Party MCX Client;
“5QI”	means "5G Quality of Service Identifier" as defined by 3GPP;
“Abandoned Call”	has the meaning given in [REDACTED] [REDACTED] [REDACTED]
“Access Management”	means the Supplier's management of access to the ESN Service Management System and ESN Services carried out in accordance with [REDACTED] [REDACTED] [REDACTED]
“Accessory”	an item of equipment used in conjunction with a Device and/or the MCX Client and/or 3rd Party MCX Client to facilitate access to the Services, e.g., a separate speaker, microphone, headset, PTT switch, control box or combination of the above, with a wired or wireless connection to the Device that allows the Device User to remotely access audio and control features of the Device and/or MCX Client and/or 3rd Party MCX Client;
“Accessory Supplier”	means a supplier of Accessories;
“Accounting Reference Date”	means in each year, the date to which [REDACTED] [REDACTED] prepares its annual audited financial statements;

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“Achieve”	<p>a) in respect of a Test, to successfully pass a Test without any Test Defects; and</p> <p>b) in respect of a Milestone, the issue of a Milestone Achievement Certificate in respect of that Milestone in accordance with the provisions of Schedule 14 (Testing and Assurance Procedures), and “Achieved” and “Achievement” shall be construed accordingly;</p>
“Achieved Profit Margin”	the cumulative Supplier Profit Margin calculated from (and including) the Effective Date (or, if applicable, the date of the last adjustment to the Charges made pursuant to Paragraph 2.2 of Part D of Schedule 15 (Charges and Invoicing)) to (and including) the last day of the previous Contract Year;
“ACS”	has the meaning set out at the definition “Aircraft Communication System”;
“ACS Supplier”	means the supplier appointed by the Authority to provide ACS and supply second-line service management services;
“Action Plan”	has the meaning given in in Clause 15.18;
“Active Connection”	<p>means a connection that:</p> <p>a) has been fully activated on both the Supplier’s network for the provision of one or more ESN Products and that of the MS Supplier’s network pursuant to the terms of this Contract;</p> <p>b) has the right and capability to use the Services made available by the Supplier and the MS Supplier; and</p> <p>which the Authority or a User Organisation has not requested be deactivated;</p>
“Active Connection Charge”	<p>means the charge applicable to the relevant Active Connection as set out [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

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“Active Directory”	an identity management directory service developed by Microsoft for Windows domain networks that authenticates and authorises all users and computers in the network;
“Activity Reports”	means as defined in [REDACTED] [REDACTED]
“Actual Recovery Point”	has the meaning given in Paragraph 4.6 of Part 2 of Annex 1 of Schedule 3 (Performance Levels);
“Ad-Hoc Group”	the combining of a multiplicity of MCX Users into a group for the duration of a communication and when the communication is terminated the group no longer exists (as defined in [REDACTED] (cf. Pre-Arranged Group);
“Administrator Users”	means Users who have been granted access by the Supplier to one or more of the ESN systems for the purpose of being able to manage, configure or report on behalf of one or more User Organisations or Organisation Groups;
“Advanced Map View”	means one of two map views to be provided on the Device by the MCX Client, with the capabilities defined in [REDACTED] [REDACTED] [REDACTED]
“Affected Party”	the Party seeking to claim relief in respect of a Force Majeure Event;
“Affiliate”	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
“Affiliated Group Member”	means a Device/User that has successfully completed Group Affiliation;
“Air Contracting Body”	means the legal entity who enters into the agreements with the ACS Supplier for the supply of aircraft communications;

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“Aircraft Communication System” or “ACS”	means the hardware, software, MCX Client, telemetry and over-the-air software and configuration management services and associated service management services that collectively provide mission-critical airborne secure voice and data communications with the Services via the MS Supplier’s terrestrial network and the Air-to-Ground Network;
“Air-to-Ground Network”	means the dedicated Radio Access Network using the LTE frequency band 40 which (in association with the terrestrial network) provides connectivity to ESN Services for aircraft;
“Air-to-Ground Supplier”	means the supplier of the Air-to-Ground Network;
“Airwave”	a mobile communications network used by Great Britain's emergency services as at the Effective Date. The Airwave network is based on the specialist Terrestrial Trunked Radio (TETRA) specification;
“Airwave Group”	means a talkgroup used within Airwave;
"Allocation and Retention Priority" or "ARP"	means the 3GPP term ‘Allocation and Retention Priority’ which is one of the 3GPP quality of service parameters (for further details see [REDACTED]);
“Allowable Assumptions”	the assumptions set out in Annex 5 of Schedule 15 (Charges and Invoicing);
“Allowable Measurement Capabilities”	means the allowable measurement capabilities for metering and billing as described in Ofcom document “Ofcom Metering and Billing Direction”, Annex 2, Section 3, Allowable Measurement Capabilities (which can be found here: https://www.ofcom.org.uk/_data/assets/pdf_file/0021/209505/annex-7-metering-billing-direction.pdf);

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“Allowable Price”	<p>in relation to the Retained Deliverables relating to a CPP Milestone, if any, an amount determined in accordance with the formula: $A - B$ where:</p> <p>(a) A is an amount equal to the Costs incurred by the Supplier in providing or developing the relevant Retained Deliverables as reflected in the Financial Model together with an amount equal to the Anticipated Contract Life Profit Margin thereon; and</p> <p>(b) B is an amount equal to the Allowable Price Adjustment relating to the relevant Retained Deliverables, if any, or if there is no such Allowable Price Adjustment, zero, provided that the Allowable Price for any Retained Deliverables shall in no circumstances exceed the aggregate amount of the Milestone Payments paid to the Supplier in respect of the Milestones (or in the case of Partial Termination, the Milestones for the parts of the Services terminated) relating to that CPP Milestone;</p>
“Allowable Price Adjustment”	has the meaning given in Clause 32.8(c) (Payments by the Supplier);
“Ambient Listening”	<p>ambient listening is a 3GPP service that enables [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
“Android”	means the mobile device Operating System developed and maintained by Google;
“Android Auto”	is a mobile app developed by Google to mirror features of an Android device, such as a smartphone, on a car's dashboard information and entertainment head unit;

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“Annual Contract Report”	the annual contract report to be provided by the Supplier to the Authority pursuant to Paragraph 1 of Part B of Schedule 19 (Financial Reports and Audit Rights);
“Annual Revenue”	<p>means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology:</p> <p>(a) figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12 month period; and</p> <p>(b) where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date;</p>
“Anticipated Contract Life Profit Margin”	the anticipated Supplier Profit Margin over the Term as reflected in the Financial Model;
“Anti-Malicious Software”	<p>means software that scans for and identifies possible malicious software [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
“APN”	means "Access Point Name" as defined by 3GPP;
“App API”	<p>has the meaning given in [REDACTED]</p> <p>[REDACTED]</p>
“AppConfig”	a capability which allows an enterprise to configure and secure mobile applications on managed devices including the ability to configure device capabilities via an OEM specific application deployed via a Public Application Store;

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“Apple Push Notification”	means an Apple service that handles the delivery of notifications to Devices;
“Applicable Financial Indicators”	means the financial indicators in Paragraph 5.1 of Schedule 18 (Financial Distress) [REDACTED] [REDACTED] [REDACTED]
“Applicable Supplier Personnel”	any Supplier Personnel who: <ul style="list-style-type: none"> (a) at the Termination Date: <ul style="list-style-type: none"> (i) are employees of the Supplier; (ii) are Dedicated Supplier Personnel; (iii) have not transferred (and are not in scope to transfer at a later date) to the Authority or the Replacement Supplier by virtue of the Employment Regulations; and (b) are dismissed or given notice of dismissal by the Supplier within: <ul style="list-style-type: none"> (i) 40 Working Days of the Termination Date; or (ii) such longer period required by Law, their employment contract (as at the Termination Date) or an applicable collective agreement; and (c) have not resigned or given notice of resignation prior to the date of their dismissal by the Supplier; and (d) the Supplier can demonstrate to the satisfaction of the Authority: <ul style="list-style-type: none"> (i) are surplus to the Supplier's requirements after the Termination Date notwithstanding its obligation to provide services to its other customers; (ii) are genuinely being dismissed for reasons of redundancy; and (iii) have been selected for redundancy by the Supplier on objective grounds other than the fact that the Supplier is entitled to reimbursement under this provision in respect of such employees;

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“Application”	means software capable of deployment onto a Device;
“Application Developer’s Guide”	means the document referred to in [REDACTED] [REDACTED]
"Application Supplier"	means a supplier of Applications;
“Application Verification Group”	means the group referred to in [REDACTED] [REDACTED]
“Appropriate Accepted Mitigation”	means a mitigation to a Financial Distress Event as agreed between the Parties, as follows: (a) as at the Effective Date, as set out in Annex 2 of Schedule 18 (Financial Distress); and (b) during the Term of the Contract, as set out in Paragraph 3.4 of Schedule 18 (Financial Distress);
“Approved Sub-Licensee”	any of the following: (a) a Crown Body; (b) any third party providing services to a Crown Body; and/or (c) any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Authority;
“ARP”	has the meaning set out at the definition "Allocation and Retention Priority";
“ASL”	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
“ASL Affiliate”	in relation to ASL, any subsidiary or subsidiary undertaking or holding company or parent undertaking of ASL and any subsidiary or subsidiary undertaking of any such holding company or parent undertaking, in each case, from time to time;

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“ASL Group”	<p>means:</p> <p>(a) ASL;</p> <p>(b) any ASL Affiliate; and</p> <p>(c) any company, undertaking, other body corporate, limited liability partnership, other partnership, other unincorporated association, joint venture, consortium (other than recognised trade associations) or other entity in which ASL or any ASL Affiliate has any interest (whether direct or indirect, whether contractual or otherwise and whether through the holding of shares, as a member or otherwise), in each case, from time to time,</p> <p>and member of the ASL Group or ASL Group Company shall be construed accordingly;</p>
“Asset Management”	means the Supplier's management of assets carried out in accordance with the provisions of Paragraph 9.3.3 of Schedule 2 (Services Description);
“Assets”	all assets and rights used by the Supplier to provide the Services in accordance with this Contract but excluding the Authority Assets;
“Assigned MCX Certification Start Time”	means the time that the MCX Certification Session is scheduled to start;
“Associated Person”	has the meaning given to it in Section 44(4) of the Criminal Finances Act 2017;
“Associates”	means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;

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“Assurance”	means written confirmation from a Relevant Authority to the Supplier that the CRP Information is approved by the Relevant Authority;
“Assurance Criteria”	means the criteria to determine whether a Documentary Deliverable meets the agreed specification for the Documentary Deliverable, developed by the Supplier and approved by the Authority and against which the Documentary Deliverables will be reviewed, including the purpose and scope of the document, the quality criteria, format and structure;
“Assurance Failure”	has the meaning and consequences set out in [REDACTED]
“Assurance Procedures for Documentary Deliverables”	the procedures, detailed in [REDACTED] that enable the Authority to review the Documentary Deliverables against the Assurance Criteria;
“Assurance Success”	has the meaning and consequences set out in [REDACTED]
“ATP”	has the meaning set out at the definition “Authority to Proceed”;
“ATP Milestone”	[REDACTED]
“Attribute Value Pair” or “AVP”	means the form of data representation where data attributes and associated values are stored together in pairs;
“Audio Cut-In”	the audio cut-in feature applies to specially designated Groups and results in Floor Control for that Group allowing any MCX User within the Group to interrupt any other MCX User. In particular the audio cut-in feature means that the last MCX User to request the Floor is assigned the Floor immediately and there is only ever one talker on the call at a

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	particular point in time (defined in 3GPP TS 22.179);
“Audit”	any exercise by the Authority of its Audit Rights pursuant to Clause 12 (Records, Reports, Audits and Open Book Data) and Schedule 19 (Financial Reports and Audit Rights);
“Audit Agents”	<ul style="list-style-type: none"> (a) the Authority’s internal and external auditors; (b) the Authority’s statutory or regulatory auditors; (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; (d) HM Treasury or the Cabinet Office; (e) any party formally appointed by the Authority to carry out audit or similar review functions; and (f) successors or assigns of any of the above;
“Audit Rights”	the audit and access rights referred to in Schedule 19 (Financial Reports and Audit Rights);
“Authorised User”	a User such as a supervisor or Control Room User that is configured with special permissions, higher than those normally configured for standard Users;
“Authority Assets”	the Authority Materials, the Authority infrastructure and any other data, software, assets, equipment or other property owned by and/or licensed or leased to the Authority and which is or may be used in connection with the provision or receipt of the Services;

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<p>“Authority Background IPRs”</p>	<p>(a) IPRs owned by the Authority before the Effective Date, including IPRs contained in any of the Authority's Know-How, documentation, processes and procedures;</p> <p>(b) IPRs created by the Authority independently of this Contract; and/or</p> <p>(c) Crown Copyright which is not available to the Supplier otherwise than under this Contract;</p> <p>but excluding IPRs owned by the Authority subsisting in the Authority Software;</p>
<p>“Authority Cause”</p>	<p>any material breach by the Authority of any of the Authority Responsibilities, except to the extent that such breach is:</p> <p>(a) the result of any act or omission by the Authority to which the Supplier has given its prior consent; or</p> <p>(b) caused by the [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>“Authority Change Manager”</p>	<p>the person appointed to that position by the Authority from time to time and notified in writing to the Supplier or, if no person is notified, the Authority Representative;</p>

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“Authority Data”	<p>(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <p>(i) supplied to the Supplier by or on behalf of the Authority; and/or</p> <p>(ii) which the Supplier is required to generate, process, store or transmit pursuant to this Contract; or</p> <p>(b) any Personal Data for which the Authority is the Controller;</p>
“Authority Document Control Procedure”	means the Authority’s procedures relating to the submission of Documentary Deliverables as updated by the Authority from time to time;
“Authority IT Strategy”	the Authority’s IT policy in force as at the Effective Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Change Control Procedure;
“Authority Materials”	<p>the Authority Data together with any materials, documentation, information, programs and codes supplied by the Authority to the Supplier, the IPRs in which:</p> <p>(a) are owned or used by or on behalf of the Authority; and</p> <p>(b) are or may be used in connection with the provision or receipt of the Services,</p> <p>but excluding any Project Specific IPRs, Specially Written Software, Supplier Software, Third Party Software and Documentation relating to Supplier Software;</p>
“Authority Premises”	premises owned, controlled or occupied by the Authority and/or any Crown Body which are made available for use by the Supplier or its Sub-contractors for provision of the Services (or any of them);

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“Authority Representative”	the representative appointed by the Authority pursuant to Clause 11.4 (Representatives);
“Authority Requirements”	the requirements of the Authority set out in Schedule 2 (Services Description), Schedule 3 (Performance Levels), Schedule 4 (Standards), Schedule 5 (Security Management), Schedule 6 (Insurance Requirements), Schedule 13 (Implementation Plan), Schedule 24 (Reports and Records Provisions), Schedule 25 (Exit Management), Schedule 26 (Service Continuity Plan and Corporate Resolution Planning), Schedule 31 (Processing Personal Data) and Schedule 33 (ESN User Organisation Purchases);
“Authority Responsibilities”	the responsibilities of the Authority specified in Schedule 7 (Authority Responsibilities);
“Authority Software”	software which is owned by or licensed to the Authority (other than under or pursuant to this Contract) and which is or will be used by the Supplier for the purposes of providing the Services;
“Authority System”	the Authority's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Supplier in connection with this Contract which is owned by the Authority or licensed to it by a third party and which interfaces with the Supplier System or which is necessary for the Authority to receive the Services;
“Authority to Proceed” or “ATP”	the authorisation to the Supplier to commence the provision of [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“Automatic Commencement Mode”	a mode in which the initiation of the Private Call does not require any action on the part of the receiving MCPTT user [REDACTED] [REDACTED]

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“Availability Management”	means the availability management processes and procedures to be provided by the Supplier pursuant to [REDACTED] [REDACTED]
“Availability Outage”	means a continuous period of time during which a Service is not Available (for example if a Service is not Available between 12:00:00 to 12:01:00 and not Available again between 12:05:00 and 12:06:00 then this represents two Availability Outages of one minute each);
“Availability Plan”	has the meaning given in [REDACTED] [REDACTED]
“Available”	has the meaning given in Paragraph 1.1 of Part 2 (Definitions) of Annex 1 of Schedule 3 (Performance Levels);
“Average Annual Charges”	[REDACTED] [REDACTED] [REDACTED]
“Balanced Scorecard Report”	has the meaning given in Paragraph 1.1(b) of Part B of Schedule 3 (Performance Levels);
“Baseline Security Requirements”	the Authority's baseline security requirements, the current copy of which is contained in Annex 1 (Baseline Security Requirements) of Schedule 5 (Security Management), as updated from time to time by the Authority and notified to the Supplier;
“Basic Map View”	means one of two map views to be provided on the Device by the MCX Client, with the capabilities defined in [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“Bearer”	an information transmission path characterised by type based on defined capacity, delay and bit error rate, etc, as defined in 3 [REDACTED] [REDACTED]
“Benchmark Report”	the report produced by the Benchmarking following the Benchmark Review as further described in Paragraph 5 of Schedule 17 (Benchmarking);

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“Benchmark Review”	a review of one or more of the Services carried out in accordance with Paragraph 4 of Schedule 17 (Benchmarking) to determine whether those Services represent Good Value;
“Benchmarked Service”	a Service that the Authority elects to include in a Benchmark Review under Paragraph 2 of Schedule 17 (Benchmarking);
“Benchmarker”	the independent third party appointed under Paragraph 3.1 of Schedule 17 (Benchmarking);
“Billing Operations Manual”	means a reference manual for billing provided in accordance with [REDACTED] [REDACTED]
“Billing Service”	means the Services to be provided by the Supplier pursuant to [REDACTED] [REDACTED]
“Billing Service User”	[REDACTED] [REDACTED] [REDACTED]
“Bluetooth API”	has the meaning given in [REDACTED] [REDACTED]
“Board Confirmation”	means the written confirmation from the Supplier’s Board in accordance with Paragraph 8 of Schedule 18 (Financial Distress);
“Board Member”	the initial persons appointed by the Authority and Supplier to the Supplier’s Board as set out in Annex 3 (Representation and Structure of Single Supplier Board) and Annex 4 (Representation and Structure of Multi-Supplier Boards) of Schedule 21 (Governance) and any replacements from time to time agreed by the Parties in accordance with Paragraph 3.3 of Schedule 21 (Governance);
“Boards”	the Delivery Integration Board, the Projects Review Board, the Single Supplier Board, the Technical Design Authority and the Service Operations Board and “Board” shall mean any of them;

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"Breach of Security"	means an event that results, or could result, in: <div style="background-color: black; height: 1em; width: 10px;"></div> [REDACTED] [REDACTED] <div style="background-color: black; height: 1em; width: 10px;"></div> [REDACTED] <div style="background-color: black; height: 1em; width: 10px;"></div> [REDACTED] [REDACTED] <div style="background-color: black; height: 1em; width: 10px;"></div> [REDACTED] [REDACTED] [REDACTED] <div style="background-color: black; height: 1em; width: 10px;"></div> [REDACTED] <div style="background-color: black; height: 1em; width: 10px;"></div> [REDACTED] [REDACTED] <div style="background-color: black; height: 1em; width: 10px;"></div> [REDACTED] [REDACTED] [REDACTED]
"Breakage Costs Payment"	an amount [REDACTED] [REDACTED] [REDACTED] determined in accordance with Paragraph 3 of Schedule 16 (Payments on Termination);
"Broadcast Group"	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
"Broadcast Group Call"	[REDACTED] [REDACTED]

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“Bulk Recording System”	[REDACTED]
“Business Continuity Performance Indicator”	means any applicable performance indicators specific to the invocation of the Business Continuity Plan as referred to in Paragraph 4.2.3 of Schedule 26 (Service Continuity Plan and Corporate Resolution Planning);
“Business Continuity Plan”	has the meaning given in Paragraph 2.2.1(b) of Schedule 26 (Service Continuity Plan and Corporate Resolution Planning);
“Business Continuity Services”	has the meaning given in Paragraph 4.2.2 of Schedule 26 (Service Continuity Plan and Corporate Resolution Planning);
“Business Hours”	means the period between 08:00 and 18:00 on any Working Day;
“Business Readiness Assessment”	means the standardised document (‘checklist’) produced [REDACTED]
“Business Support Systems”	means the Supplier's systems used for customer-facing business operations such as managing orders, revenue and customer relationship management;

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“Busy Hour”	means the hour within a 24 hour period during which the maximum traffic is presented to the Supplier System;
“Cabinet Office Markets and Suppliers Team”	means the UK Government’s team responsible for managing the relationship between the government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;
“Call Answer Time”	has the meaning given in Paragraph 2.4.17 of Part 1 of Annex 1 of Schedule 3 (Performance Levels);
“Call Interaction Matrix”	means the matrix for the interactions between various ESN, telephony and other application call types (including which call takes priority) when they occur concurrently on a Device, in accordance with [REDACTED] [REDACTED]
“Call Originator Identity”	the MCX Identity of the party who originates a call.
“Call Sign”	an alias for an MCX User which is a sequence of characters that can be displayed as calling or talking party identity.
“Candidate Device Build”	has the meaning set out in [REDACTED] [REDACTED]
“Capacity Management”	[REDACTED] [REDACTED] [REDACTED]
“Capacity Plan”	has the meaning given in Paragraph [REDACTED] [REDACTED]
“Capped ADR”	in relation to a Milestone Payment or Service Charge means a capped average day rate calculated by reference to a Time and Materials pricing mechanism;
“Card Application Toolkit”	the standard application interface between SIM and Device as defined in 3GPP standards;

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“CCTV Matrix”	a video routing/switching system used by User Organisations to deliver incoming video feeds to the appropriate destination (for example CCTV monitors, video wall displays, recording systems);
“CDR”	has the meaning set out at the definition “Charging Data Records”;
“CEDR”	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 1 Paternoster Lane, St Paul’s, London, EC4M 7BQ;
“Certificate of Costs”	a certificate of costs [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“Certified”	means in relation to an ESN Ecosystem Item that it has successfully passed through the MCX Certification Service and for which the certification remains valid;
“Certified Applications”	means an Application that has been and remains Certified;
“Certified Device”	means a Device that has been and remains Certified;
“Certified Device Build”	means the Device build (based on the relevant Candidate Device Build) applicable to a Certified Device;
“Change”	any change to this Contract;
“Change Advisory Board”	means the board to review and communicate Service Changes [REDACTED] [REDACTED] [REDACTED]
“Change Authorisation Note”	a form setting out an agreed Contract Change which shall be substantially in the form of Annex 4 (Change Authorisation Note) of Schedule 22 (Change Control Procedure);

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“Change Board”	the Authority only board which deals with Changes in accordance with the Change Control Procedure;
“Change Communication”	any Change Request, Initial Impact Assessment, Technical Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to Schedule 22 (Change Control Procedure);
“Change Control Procedure”	the procedure for changing this Contract set out in Schedule 22 (Change Control Procedure);
“Change Control Schedule”	means the Authority managed record of Change Request stage, status, activity, Supplier and Authority representatives. The Change Control Schedule also includes Change Request, Initial Impact Assessment, Technical Impact Assessment, Change Authorisation Note and Change Board approval dates and costs incurred at each stage of the Change Control Procedure;
“Change Implementation Plan”	means the plan for implementation of a Change Request as set out in proposed forms of any submitted Initial Impact Assessment or Technical Impact Assessment pursuant to Schedule 22 (Change Control Procedure) and then as set out in any Change Authorisation Note where such Change Request is to proceed;
“Change in Law”	any change in Law which impacts on the performance of the Services which comes into force after the Effective Date;
“Change Lead”	means the person at each of the Authority and Supplier who is responsible for managing and progressing a particular Change Request through the Change Control Procedure;
“Change Request”	a written request for a Contract Change substantially in the form of Annex 1 (Change Request Form) of Schedule 22 (Change Control Procedure);

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“Change Resource”	means the resource(s) provided by the Supplier in accordance with Paragraph 4 of Schedule 22 (Change Control Procedure);
“Charge Number”	means the unique identifier used to refer to a Charge as set out in the [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“Charges”	the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 15 (Charges and Invoicing), including any Milestone Payment or Service Charge;
“Charging Data Records” or “CDR”	these are records for every communication on the MS Supplier’s solution, [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“Class 1 Transaction”	has the meaning set out in the listing rules issued by the UK Listing Authority;
"Client Software Development Kit"	has the meaning set out at the definition “Client SDK”;
“Client SDK” or "Client Software Development Kit"	a Software Development Kit [REDACTED] [REDACTED] which allows third parties to develop MCX Solutions capable of running on Devices and accessing the Supplier’s MCX Services;
“CMDB”	has the meaning set out at the definition “Configuration Management Database”;
“CNI”	has the meaning set out at the definition “Critical National Infrastructure”;
“Code of Connection”	means the policy document produced by the Supplier and approved by the Authority pursuant to Paragraph 29 of Schedule 5 (Security Management);

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“Code of Practice”	the ESN Code of Practice policy document that determines the process for ensuring the security and acceptable use of Devices connecting to ESN Services;
“Command and Control”	in the context of 3ES Control Rooms, Command and Control (or CAD - Computer Aided Dispatch) is the computer system used for incident and event management;
“Commercially Sensitive Information”	<p>the information listed in Schedule 9 (Commercially Sensitive Information) comprising the information of a commercially sensitive nature relating to:</p> <ul style="list-style-type: none"> (a) the pricing of the Services; (b) details of the Supplier’s IPRs; and (c) the Supplier’s business and investment plans; <p>which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;</p>
“Communications Services”	means the Services provided in accordance with [REDACTED]
“Comparable Service”	in relation to a Benchmarked Service, a service that is identical or materially similar to the Benchmarked Service (including in terms of scope, specification, volume and quality of performance);
“Comparable Supply”	the supply of services to another customer of the Supplier that are the same or similar to any of the Services;
“Comparison Group”	in relation to a Comparable Service, a sample group of organisations providing the Comparable Service identified by the Benchmarking under Paragraph 4.8 of Schedule 17 (Benchmarking) which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service

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	offering so as to be (in the Benchmarkers' professional opinion) fair comparators with the Supplier or which, in the professional opinion of the Benchmarkers, are best practice organisations and, where there are a reasonable number of such organisations, referencing only those organisations that are carrying on at least a significant part of their business within the United Kingdom;
"Compensation for Unacceptable KPI Failure"	has the meaning given in Clause 7.4(a) (Unacceptable KPI Failure);
"Compensation Payment"	the payment calculated in accordance with Paragraph 6 of Schedule 16 (Payments on Termination);
"Component"	any constituent parts of the Supplier Solution infrastructure for a Service, hardware, or Software;
"Computer Aided Dispatch" or "CAD"	see the definition of Command and Control;
"Concurrent User MCX Mode"	one of several configurable MCX Client account modes [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
"Condition Precedent"	has the meaning given in Clause 4.2 (Condition Precedent);
"Confidential Information"	<p>(a) Information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Contract that relates to:</p> <p>(i) Disclosing Party Group; or</p> <p>(ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party Group;</p> <p>(b) other Information provided by the Disclosing Party pursuant to or in anticipation of this Contract that is</p>

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	<p>clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient's attention or into the Recipient's possession in connection with this Contract;</p> <p>(c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Contract and all matters arising therefrom; and</p> <p>(d) Information derived from any of the above, but not including any Information which:</p> <p>(i) was in the possession of the Recipient without an obligation of confidentiality prior to its disclosure by the Disclosing Party;</p> <p>(ii) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;</p> <p>(iii) already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Contract or breach of a duty of confidentiality;</p> <p>(iv) was independently developed without access to the Confidential Information; or</p> <p>(v) relates to the Supplier's:</p> <p>(1) performance under this Contract; or</p> <p>(2) failure to pay any Sub-contractor as required pursuant to Clause 15.16(a) (Supply Chain Protection);</p>
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“Configuration Management”	means the Supplier's configuration management activities carried out in accordance with [REDACTED]
“Configuration Management Database” or “CMDB”	means the Supplier's database used for Configuration Management in accordance with [REDACTED]
“Conflict of Interest”	a conflict between the financial or personal duties of the Supplier or the Supplier Personnel and the duties owed to the Authority under the Contract, in the reasonable opinion of the Authority;
“Contact List”	a list of contacts, synchronised to the central corporate address book service for ESN, available to a Device User or Control Room System User, containing contact details (defined in [REDACTED] [REDACTED] that can be used when initiating certain ESN Services, including but not limited to, Private Call, Private Telephony Call, mobile phone call and Ambient Listening;
“Continual Service Improvement”	means the Supplier's continual service improvement activities carried out in accordance with [REDACTED]
“Continual Service Improvement Plan”	the plan by which the Supplier will ensure that the ESN Service quality improves by introducing changes to adapt and/or adopt learnings from previous successes or failures, in accordance [REDACTED]
“Continuous Assurance”	means the continual review of pre-agreed artifacts produced in relation to the ESN Supplier Solution, ensuring that they meet quality and content requirements;
“Continuous Authentication”	means verifying the identity of a user, process, or Device, often as a prerequisite to allowing access to resources in an information system but also throughout the duration of the session, connection, interaction, etc.;

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“Contract”	the contract between the Authority and the Supplier;
“Contract Amendment Report”	the contract amendment report to be provided by the Supplier to the Authority pursuant to Paragraph 1 of Part B of Schedule 19 (Financial Reports and Audit Rights);
“Contract Breakage Costs”	the amounts payable by the Supplier to its Key Sub-contractors or other third parties (as applicable) for terminating all relevant Key Sub-contracts or Third Party Contracts as a direct result of the early termination of this Contract;
“Contract Change”	any change to this Contract other than a Service Change;
“Contract Inception Report”	the initial financial model in a form agreed by the Supplier and the Authority in writing on or before the Effective Date;
“Contract Year”	<p>(a) a period of 12 months commencing on the Effective Date; or</p> <p>(b) thereafter a period of 12 months commencing on each anniversary of the Effective Date;</p> <p>provided that the final Contract Year shall end on the expiry or termination of the Term;</p>
“Contracts Finder”	the online government portal which allows suppliers to search for information about contracts as prescribed by Part 4 of the Public Contract Regulations 2015;
“Control”	the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly;

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“Control Room”	means a building or room where control room operators use Control Room Endpoints to carry out some or all of the following tasks: (i) receive and grade incoming 999 telephone calls from members of the public who require emergency assistance, (ii) mobilise and deploy the most appropriate resources to deal with the resulting incident and (iii) manage the radio and data communications to and from the resources that are dealing with the incident, with control room supervisors maintaining a strategic view of all incidents taking place within a defined geographical area and the resources that are available to deal with those incidents and (iv) major incident management;
“Control Room Endpoint”	depending on the architecture employed by the User Organisation, the Control Room Endpoint could be a Control Room dispatch desk ICCS workstation, or a Control Room System server acting as a proxy to provide, for example, location, affiliation, or data messaging capabilities for other Control Room Systems (e.g., CAD, GIS) or for groups of Control Room Users;
“Control Room Event”	means any of the following events provided to Control Room Endpoints: location updates from Location Service as set out in [REDACTED] [REDACTED] [REDACTED] real-time Group Affiliation or Group De-Affiliation updates (see [REDACTED]) [REDACTED] and Enhanced Status Messaging (see [REDACTED]) [REDACTED]
“Control Room Interface” or “CRI”	means the interface [REDACTED] that enables connection of ESN to the User Organisations’ Control Room Systems;
“Control Room Interface Test Tool”	means a test tool, [REDACTED] to fully test the MCPTT, MCData and MCVideo functionality and features of the Control Room Interface;

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“Control Room Reference System”	means a Control Room System procured by the Authority and hosted by the Supplier in accordance with the requirements of [REDACTED] [REDACTED]
“Control Room Reference System Supplier”	means the supplier of the Control Room Reference System;
“Control Room System”	has the meaning set out in [REDACTED] [REDACTED] [REDACTED]
“Control Room System Supplier”	means a supplier of Control Room Systems;
“Control Room System User”	means any User of the ESN Services in conjunction with a Control Room System;
“Control Room User”	means a User that is using a Control Room Endpoint to access the Services;
“Controller”	has the meaning given in the UK GDPR or the EU GDPR as the context requires;
“Controls Framework”	means a structured industry standard or reference used by an organisation to identify and manage their business, statutory, regulatory, and contractual requirements to systematically and holistically; identify, protect and manage cybersecurity and privacy;
“Corporate Change Event”	means: <ul style="list-style-type: none"> (a) any change of Control of the Supplier or a Parent Undertaking of the Supplier; (b) any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services; (c) any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services; (d) a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier

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	<p>whose shares are listed on the main market of the London Stock Exchange plc;</p> <p>(e) an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier;</p> <p>(f) payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group [REDACTED] of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12 month period;</p> <p>(g) an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;</p> <p>(h) any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group;</p> <p>(i) the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or</p> <p>(j) any process or events with an effect analogous to those in Paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;</p>
“Corporate Change Event Grace Period”	means a grace period agreed to by the Relevant Authority for providing CRP Information and/or updates to the Service Continuity Plan after a Corporate Change Event;
“Corporate Resolution Planning Information” or “CRP Information”	<p>means, together, the:</p> <p>(a) Exposure Information (Contracts List);</p> <p>(b) Corporate Resolvability Assessment</p>

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	(c) (Structural Review); and Financial Information and Commentary;
“Corporate Resolvability Assessment (Structural Review)”	means part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraph 2 of Part B and Annex 2: Corporate Resolvability Assessment (Structural Review) of Schedule 26 (Service Continuity Plan and Corporate Resolution Planning);
“Costs”	<p>means the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Services:</p> <p>(a) the cost to the Supplier or the Key Sub-contractor (as the context requires), calculated per Working Day, of engaging the Supplier Personnel, including:</p> <ul style="list-style-type: none"> (i) base salary paid to the Supplier Personnel; (ii) employer’s national insurance contributions; (iii) Employer Pension Contributions; (iv) car allowances; (v) any other contractual employment benefits; (vi) staff training; (vii) work place accommodation; (viii) work place IT equipment and tools reasonably necessary to perform the Services (but not including items included within limb (b) below); and (ix) reasonable recruitment costs, as agreed with the Authority; <p>(b) costs incurred in respect of those Assets which are detailed on the Registers and which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Assets by the Supplier to the Authority or (to the extent that risk and title in any Asset is</p>

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	<p>not held by the Supplier) any cost actually incurred by the Supplier in respect of those Assets;</p> <p>(c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the delivery of the Services;</p> <p>(d) Forecast Contingency Costs;</p> <p>(e) Reimbursable Expenses to the extent these are incurred in delivering any Services where the Charges for those Services are to be calculated on a Fixed Price or Firm Price pricing mechanism;</p> <p>but excluding:</p> <ul style="list-style-type: none"> (i) Overhead; (ii) financing or similar costs; (iii) maintenance and support costs to the extent that these relate to maintenance and/or support services provided beyond the Term, whether in relation to Assets or otherwise; (iv) taxation; (v) fines and penalties; (vi) amounts payable under Schedule 17 (Benchmarking); (vii) purchases from Affiliates; and (viii) non-cash items (including depreciation, amortisation, impairments and movements in provisions);
“Counter Notice”	has the meaning given in Paragraph 7.2 of Schedule 23 (Dispute Resolution Procedure);
“Counter-Terrorist Check”	<p>means personnel background and/or vetting activities as per:</p> <p>https://www.gov.uk/government/publications/united-kingdom-security-vetting-clearance-levels/national-security-vetting-clearance-levels;</p>

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“Coverage Extender”	a Device which provides the capability of an eNodeB to extend MS Supplier coverage [REDACTED] [REDACTED] [REDACTED]
“CPP Milestone”	a contract performance point as set out in the Implementation Plan, being the Milestone at which the Supplier has demonstrated that the Supplier Solution or relevant Service is working satisfactorily in its operating environment, in accordance with Paragraph 2 of Annex 4 of Schedule 14 (Testing and Assurance Procedures);
“Credit Rating Level”	a credit rating level as specified in Annex 1 of Schedule 18 (Financial Distress);
“Credit Rating Threshold”	the minimum Credit Rating Level for each entity in the FDE Group as set out in Annex 3 of Schedule 18 (Financial Distress);
“CRI”	has the meaning set out at the definition “Control Room Interface”;
“Critical National Infrastructure” or “CNI”	means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in: <div style="margin-left: 20px;"> <p>(a) major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or</p> <p>(b) significant impact on the national security, national defence, or the functioning of the UK;</p> </div>

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“Critical Operational Locations”	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
“Critical Performance Failure”	<p>(a) the Supplier accruing in aggregate [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED] or</p> <p>(b) the Supplier accruing Service Credits or Compensation for Unacceptable KPI Failure which meet or exceed the Service Credit Cap;</p>
“Critical Service Contract”	<p>means the overall status of the Services provided under this Contract as determined by the Authority and specified in Paragraph 1.1 of Part B to Schedule 26 (Service Continuity Plan and Corporate Resolution Planning);</p>
“Cross ESN Change Lead”	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
“Cross ESN Services Affecting Change Request”	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

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“Crown Body”	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
“Crown Copyright”	has the meaning given in the Copyright, Designs and Patents Act 1988;
“CRP Information”	has the meaning set out at the definition “Corporate Resolution Planning Information”;
“CRTPA”	the Contracts (Rights of Third Parties) Act 1999;
“Cryptography”	means the discipline that embodies the mathematical and security principles, and methods for the: <ul style="list-style-type: none"> (a) transformation of data in order to hide their semantic content, prevent their unauthorised use, or prevent their undetected modification; (b) providing information security, including confidentiality, data integrity, non-repudiation, and authenticity;
“Customer Support”	means those Services provided to meet the requirements set out in [REDACTED] [REDACTED]
“Cyber Essentials Plus”	means the Cyber Essentials Plus certificate issued under the Cyber Essentials Scheme;
“Cyber Essentials Scheme”	means the Cyber Essentials scheme operated by the National Cyber Security Centre;
“Data at Rest”	means exports from core operational systems to other business systems; data that resides on mobile devices or end user devices; removable media; in temporary caches; in systems used for remote access;

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“Data in Transit”	means data flows from one point to another, typically this is data as it traverses networks or systems, between client to server, between server to server, between application interface to application interface, between supplier or third party systems;
“Data Loss Event”	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Data Loss Event;
“Data Preparation Platform (DP+)”	means the platform for remote management of eUICC SIMs;
“Data Protection Impact Assessment”	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	<ul style="list-style-type: none"> (a) the UK GDPR; (b) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (c) all applicable Law governing the processing of personal data and privacy; and (d) (to the extent that it applies) the EU GDPR;
“Data Subject”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Data Subject Request”	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to their Personal Data;
“Day Rate”	means, in relation to a Staff Grade, the rate per Staff Day set out in Table 1 of Annex 1 of Schedule 15 (Charges and Invoicing);

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“Dedicated Supplier Personnel”	all Supplier Personnel then assigned to the Services or any part of the Services. If the Supplier is unsure as to whether Supplier Personnel are or should be regarded as so assigned, it shall consult with the Authority whose view shall be determinative provided that the employee has been materially involved in the provision of the Services or any part of the Services;
“Deductions”	all Service Credits, Compensation for Unacceptable KPI Failure, Delay Payments or any other deduction which is paid or payable to the Authority under this Contract;
“Default”	<p>any breach of the obligations of the relevant Party (including abandonment of this Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement:</p> <ul style="list-style-type: none"> (a) in the case of the Authority, of its employees, servants, agents; or (b) in the case of the Supplier, of its Sub-contractors or any Supplier Personnel, <p>in connection with or in relation to the subject-matter of this Contract and in respect of which such Party is liable to the other;</p>

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“Defect”	<p>(a) any error, damage or defect in the manufacturing of a Deliverable; or</p> <p>(b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or</p> <p>(c) any failure of any Deliverable to provide the performance, features and functionality specified in the Authority Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria; or</p> <p>(d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the Authority Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria;</p>
“Delay”	<p>(a) a delay in the Achievement of a Milestone by its Milestone Date; or</p> <p>(b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;</p>
“Delay Deduction Period”	the period of [REDACTED] commencing on the relevant Milestone Date;
“Delay Payment Rate”	has the meaning given in [REDACTED] [REDACTED] [REDACTED]
“Delay Payments”	the amounts payable by the Supplier to the Authority in respect of a Delay in Achieving a Key Milestone as specified in [REDACTED] [REDACTED] [REDACTED]

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“Deliverable”	an item, feature or software delivered or to be delivered by the Supplier at or before a Milestone Date or at any other stage during the performance of this Contract;
“Delivery Integration Board”	the body described in Paragraph 7 of Schedule 21 (Governance), [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“Demand Management”	means the Supplier's management of demand carried out in accordance with [REDACTED] [REDACTED] [REDACTED]
“Department”	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) or Non-Ministerial Department;
“Dependent Parent Undertaking”	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into this Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of this Contract;
“Deployment”	the term used to describe the end-to-end journey of a User Organisation fully adopting ESN Services capability. The end-to-end deployment journey incorporates both the Mobilisation and Transition phases;
“Deployment Project Plan”	means the Deliverable to be produced by the Supplier as outlined in [REDACTED] [REDACTED]

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“Design Availability Model”	means the Deliverable produced and maintained by the Supplier which calculates the availability of the Services, as outlined in [REDACTED] [REDACTED]
“Design Documentation”	has the meaning given in [REDACTED] [REDACTED]
“Design Governance Process”	has the meaning given in [REDACTED] [REDACTED]
“Detailed Architecture Design”	means the documentation to be produced and maintained by the Supplier [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“Detailed Implementation Plan” or “DIP”	the plan developed and revised from time to time in accordance with Paragraphs 5 and 6 of Schedule 13 (Implementation Plan);
“Device”	means equipment which connects to the ESN Services via [REDACTED] [REDACTED]
“Device Attestation”	certifies the Device is intact and has not been tampered with;
“Device MCX Mode”	an MCX Client account mode in which [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“Device Operating System”	the Operating System of the Device, expected to include: [REDACTED] [REDACTED]
“Device Supplier”	means a supplier of Devices;

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“Device-to-Device”	direct communications between Devices <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 95%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 70%;"></div> <div style="background-color: black; height: 15px; width: 85%;"></div> <div style="background-color: black; height: 15px; width: 40%;"></div>
“Digital Identity”	means information used by information/digital systems to represent an external agent e.g., a person, organisation, application, device, etc.;
“Disaster”	an event or series of events which, either separately or cumulatively, seriously disrupts the Services, the functioning of Emergency Services or society and causes human, material, and economic or environmental losses that exceed the Supplier's ability to cope using its own resources, and means that the Services, or a material part of the Services will be unavailable for a period of three hours, or which is reasonably anticipated will mean that the Services or material part of the Services will be unavailable for that period;
"Disaster Recovery Performance Indicators"	means any applicable performance indicators specific to the recovery from a Disaster as referred to in Paragraph 5.3.3 of Schedule 26 (Service Continuity Plan and Corporate Resolution Planning);
“Disaster Recovery Plan”	has the meaning given in Paragraph 2.2.1(c) of Schedule 26 (Service Continuity Plan and Corporate Resolution Planning);
"Disaster Recovery Services"	means the services embodied in the processes and procedures for restoring the Services following the occurrence of a Disaster as referred to in Paragraph 5 of Schedule 26 (Service Continuity Plan and Corporate Resolution Planning);
“Disaster Recovery System”	means the system identified by the Supplier in the Supplier Solution which shall be used for the purpose of delivering the Disaster Recovery Services as referred to in Paragraph 5 of Schedule 26 (Service Continuity Plan and Corporate Resolution Planning);

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“Disclosing Party”	has the meaning given in Clause 19.1 (Confidentiality);
“Disclosing Party Group”	(a) where the Disclosing Party is the Supplier, the Supplier and any Affiliates of the Supplier; and (b) where the Disclosing Party is the Authority, the Authority and any Crown Body with which the Authority or the Supplier interacts in connection with this Contract;
“Discreet Listening”	<div>██</div> <div>██</div> <div>██</div> <div>██</div>
“Dispute”	any dispute, difference or question of interpretation arising out of or in connection

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	with this Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
“Dispute Notice”	a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute, in accordance with Paragraph 2 of Schedule 23 (Dispute Resolution Procedure);
“Dispute Resolution Procedure”	means a process of resolving a Dispute or conflict between different parties as set out in Schedule 23 (Dispute Resolution Procedure);
“Document Delivery Schedule”	means the document to meet the requirements which are set out in Paragraph 3.8 to 3.12 of Schedule 13 (Implementation Plan);
“Documentary Deliverable”	all Deliverables that are subject to approval by the Authority through the Assurance Procedures for Documentary Deliverables, in the form of a documentary file or computer file (including text document, spreadsheet, presentation);
“Documentary Product Description”	means the approved description for each Documentary Deliverable described in Paragraphs 4 and 5 of Schedule 14 (Testing and Assurance Procedures);
“Documentary Product Description Template”	the template in which the Supplier will provide the Documentary Product Descriptions, as set out in Annex 5 to Schedule 24 (Reports and Record Keeping);
“Documentation”	<div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 95%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 98%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 95%;"></div> <div style="background-color: black; height: 15px; width: 90%;"></div> <div style="background-color: black; height: 15px; width: 98%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div>

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	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <ul style="list-style-type: none"> ■ [REDACTED] [REDACTED] [REDACTED] <ul style="list-style-type: none"> ■ [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] <ul style="list-style-type: none"> ■ [REDACTED] [REDACTED] <ul style="list-style-type: none"> ■ [REDACTED] [REDACTED] [REDACTED] <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
"DOTAS"	<p>the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;</p>

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“DPA 2018”	the Data Protection Act 2018;
“Drafting Party”	the Party that will prepare two copies of a Change Authorisation Note which it shall sign and deliver to the Receiving Party for its signature;
“DTMF”	means dual tone multifrequency being a set of audio tones used for telephone signalling (e.g. dialling telephone numbers);
“Due Diligence Information”	any information supplied to the Supplier by or on behalf of the Authority prior to the Effective Date;
“EDMS”	has the meaning set out at the definition “Electronic Document Management System”;
“EEA”	European Economic Area;
“Effective Date”	the later of: (a) the date on which this Contract is signed by both Parties; and (b) the date on which the Condition Precedent has been satisfied or waived in accordance with Clause 4.2 (Condition Precedent);
“EIRs”	the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Crown Body in relation to such Regulations;
“Electronic Document Management System” or “EDMS”	means the data repository hosted by the Authority containing the information about this Contract and the Services provided under it in accordance with Paragraph 5 of Schedule 24 (Reports and Records Provisions);
“eMBMS”	<div style="background-color: black; height: 1.2em; width: 100%;"></div> <div style="background-color: black; height: 1.2em; width: 90%;"></div> <div style="background-color: black; height: 1.2em; width: 40%;"></div>

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“Emergency”	means a serious unexpected event or situation, typically requiring an urgent response by a User;
“Emergency Alert”	a notification from the Device to the MCPTT Service that the MCPTT User has an emergency condition (defined in [REDACTED])
“Emergency Button”	has the meaning given in [REDACTED]
“Emergency Call”	an urgent Group Call that highlights the potential of death or serious injury to the initiator (defined in [REDACTED])
“Emergency Call Request”	the action taken by an MCPTT User to request the permission to transmit voice on an Emergency Call;
“Emergency Exit”	any termination of this Contract which is a: <ul style="list-style-type: none"> (a) termination of the whole or part of this Contract in accordance with Clause 31 (Termination Rights), except where the period of notice given under that Clause is greater than or equal to 6 months; (b) termination of the provision of the Services for any reason prior to the expiry of any period of notice of termination served pursuant to Clause 31 (Termination Rights); or (c) wrongful termination or repudiation of this Contract by either Party;

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“Emergency Maintenance”	ad hoc and unplanned maintenance provided by the Supplier where: (a) the Authority reasonably suspects that the IT Environment or the Services, or any part of the IT Environment or the Services, has or may have developed a fault, and notifies the Supplier of the same; or (b) the Supplier reasonably suspects that the IT Environment or the Services, or any part the IT Environment or the Services, has or may have developed a fault;
“Emergency Services”	means any or all of the User Organisations identified in [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“Emergency Services Mobile Communication Programme” or “ESMCP”	the programme which is delivering the Emergency Services Network in the Home Office;
“Emergency Services Network” or “ESN”	the integrated mobile communications network which will replace the current Airwave service used by the emergency services in Great Britain (England, Wales and Scotland);
“Emergency State”	a heightened condition of alarm [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“EMM”	has the meaning set out at the definition “Enterprise Mobility Management”;
“EMM Administrative Interface”	has the meaning set out at the definition “Enterprise Mobility Management Administrative Interface”;
“EMM Container”	a term to describe a logically separate configuration area in the EMM console relevant to all assets that belong to a single entity or User Organisation in the case of ESN;

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“EMM Group”	means a configuration item which is a logical group that a Device(s) can belong to so any Device(s) in that group inherit the same configuration items that are applied/assigned to the logical group via the EMM Administrative Interface;
“EMM Service”	has the meaning set out at the definition “Enterprise Mobility Management Service”;
“EMM Transaction Delay”	has the meaning given in [REDACTED] [REDACTED] [REDACTED]
“Employee Liabilities”	<p>all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:</p> <ul style="list-style-type: none"> (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; (b) unfair, wrongful or constructive dismissal compensation; (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; (d) compensation for less favourable treatment of part-time workers or fixed term employees; (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions; (f) employment claims whether in tort, contract or statute or otherwise; (g) any investigation relating to employment matters by the

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	<p>Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;</p>
<p>“Employer Pension Contributions”</p>	<p>means:</p> <ul style="list-style-type: none"> (a) in respect of CSPA Eligible Employees those sums set out at Clauses 7.1.1 (annual administration charges covering core services), 7.1.5 (employer contributions), 7.1.7 (the ASLC) and 7.1.8 (flat charges applicable to the Partnership Pension Account) of the Admission Agreement; (b) in respect of NHSPA Eligible Employees, the standard employer contribution rate applicable to NHS Pension Scheme employers during the Term and payable by the Supplier (but no other costs, contributions, charges or surcharges payable by the Supplier to or in respect of the NHS Pension Scheme or in respect of any NHS Premature Retirement Rights, unless otherwise agreed in writing by the Authority); (c) in respect of LGPS Eligible Employees the standard employer contribution rate applicable to LGPS Eligible Employees during the Term and payable by the Supplier (but no other costs, contributions, charges or surcharges payable by the Supplier to or in respect of the LGPS or in respect of any Beckmann Liabilities, unless otherwise agreed in writing by the Authority); and such other employer pension contributions, charges or costs incurred by the Supplier which have been expressly agreed by the Authority in writing to constitute 'Employer Pension

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	Contributions';
“Employment Regulations”	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;
“End-to-End System Design”	has the meaning set out in [REDACTED]
“Enhanced Data Liability Cap”	means the enhanced data liability cap level that applies in respect of [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“Enhanced Status Message”	the feature of the same name defined by [REDACTED] [REDACTED]
“Enterprise Mobility Management” or “EMM”	is the software solution that allows User Organisations to manage the configuration and build of their Devices and securely enable use of mobile devices and applications by their Users. User Organisations may adopt the EMM Service for EMM or, alternatively, use their own EMM solutions, provided these meet minimum standards prescribed for ESN;
“Enterprise Mobility Management Administrative Interface” or “EMM Administrative Interface”	means the interface by which an Administrator User from the Supplier or a User Organisation can login and create EMM configuration and policy;
“Enterprise Mobility Management Service” or “EMM Service”	means the Service provided by the Supplier for the management of Devices provided in accordance with [REDACTED] [REDACTED]

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“Enterprise Security Architecture”	means an Authority led, enterprise level, documented structure of organisational, conceptual, logical, and physical components that interact in a coherent fashion in order to achieve and maintain a state of managed risk. It is an enabler/driver of secure behaviour, safe behaviour, resilient behaviour, reliable behaviour, and upholding of privacy at risk areas throughout the whole enterprise;
“Equality Impact Assessment”	means an analysis of a proposed organisational policy, or a change to an existing one, which assesses whether the policy has a disparate impact on persons with protected characteristics. They are carried out primarily by public authorities to assist compliance with equality duties, to meet Section 149 (Public Sector Equality Duty) of the Equality Act 2010;
“Equivalent Services Data”	in relation to a Comparable Service, data derived from an analysis of the Comparable Service provided by the Comparison Group as adjusted in accordance with Paragraphs 4.8(a) and 4.9 of Schedule 17 (Benchmarking) provided that the Benchmarker shall not use any such data that relates to a period which ended more than 36 months prior to the date of the appointment of the Benchmarker;
“ESMCP”	has the meaning set out at the definition “Emergency Services Mobile Communication Programme”;
“ESMCP Planning Standards”	means the Authority's document detailing the planning standards to be applied to all ESMCP projects (as amended from time to time);
“ESN”	has the meaning set out at the definition “Emergency Services Network”;
“ESN Air”	means the end-to-end solution providing MCX Services for Air Contracting Bodies using the Air-to-Ground Network and Aircraft Communication System and functionality and services provided by the Supplier and the MS Supplier;

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“ESN Air Product”	means the aircraft ESN Product managed and provided by the Supplier and based on the initial description provided in [REDACTED] [REDACTED]
“ESN Assure”	means the “assure” ESN Product managed and provided by the Supplier and based on the initial description provided in [REDACTED] [REDACTED]
“ESN Data”	means the data ESN Product managed and provided by the Supplier and based on the initial description provided in [REDACTED] [REDACTED]
“ESN Defect Management Strategy”	means the strategy produced by the Authority and detailed at [REDACTED] [REDACTED]
“ESN Deliverables”	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
“ESN Ecosystem Item”	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“ESN Ecosystem Suppliers”	means: [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

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“ESN Environments”	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“ESN Integration Test Strategy”	means the strategy produced by the Supplier and detailed at [REDACTED] [REDACTED]
“ESN Product”	means any of the products managed and provided by the Supplier in accordance with [REDACTED] [REDACTED] [REDACTED]
“ESN Product Description”	means the detailed product description documents referred to at [REDACTED] [REDACTED]
“ESN Product Roadmap”	Has the meaning given in [REDACTED] [REDACTED] [REDACTED]
“ESN Product Test Strategy”	means a test strategy prepared by the Supplier as further described at [REDACTED] [REDACTED] [REDACTED]
“ESN Programme Test Strategy”	means the test strategy prepared by the Authority as further described at [REDACTED] [REDACTED] [REDACTED]
“ESN Service Desk”	the single point of contact service desk set up and operated by the Supplier for the purposes of this Contract as described in [REDACTED] [REDACTED]
“ESN Service Desk Plan”	has the meaning given in [REDACTED] [REDACTED]
“ESN Service Desk Telephony Plan”	means the Supplier's plan for the ESN Service Desk telephony capability as captured within the ESN Service Management Framework in accordance with [REDACTED] [REDACTED]

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“ESN Service Desk Transition Plan”	means the plan described at [REDACTED] [REDACTED]
“ESN Service Management Framework”	a set of documents describing the Supplier's service management operations and processes provided by the Supplier in accordance with [REDACTED] [REDACTED]
“ESN Service Management Operating Model”	shall mean the model as described in [REDACTED] [REDACTED]
“ESN Service Management System”	the service management system provided by the Supplier for use by the Authority, Service Recipients, the Supplier, and the Other ESN Suppliers that will support the operation and management of the ESN Services, as described in [REDACTED] [REDACTED]
“ESN Service Management System Design”	shall mean the service management technical architecture, including any service management systems which will be operated as part of the Supplier Solution and how it supports the service management strategy, processes, procedures and work instructions as described in [REDACTED] [REDACTED]
“ESN Service Operations”	means a solution for service operations that satisfies the requirements of [REDACTED] [REDACTED]
“ESN Services”	[REDACTED] [REDACTED] [REDACTED]

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“ESN Supplier”	<p>■ [REDACTED]</p> <p>■ [REDACTED]</p> <p>■ [REDACTED]</p> <p>■ [REDACTED]</p> <p>■ [REDACTED]</p> <p>■ [REDACTED]</p> <p>■ [REDACTED]</p> <p>■ [REDACTED]</p>
“ESN Technical Architecture”	means the high-level architecture for ESN produced by the Authority;
“ESN Technology Roadmap”	means the technology roadmap for ESN produced by the Authority in conjunction with the Supplier and Other ESN Suppliers;
“ESN Test Automation Strategy”	means the strategy produced by the Supplier and detailed at [REDACTED]
“ESN Test Data Libraries”	the test data libraries, the requirements for which are set out in [REDACTED]
“ESN Tested Services”	means the end-to-end services composed of ESN Services in conjunction with the items set out in [REDACTED]
“ESN Transformative Service Improvement Strategy”	means the Supplier's strategy for transformative service improvement captured within the ESN Service Management Framework in accordance with [REDACTED]
“ESN User Journeys”	means a step by step schematic, reflecting the end-to- end User Experience for a process consisting of the series of actions required to reach the end point to meet the requirement set out in [REDACTED]

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“ESN Voice”	means the voice ESN Product managed and provided by the Supplier and based on the initial description provided in [REDACTED]
“ESN WAN”	means the wide area network connecting User Organisations to the Services, including security controls for all points of connection;
“ESN WAN Specification”	means the specification referred to at [REDACTED]
“ESN WAN Supplier”	means the supplier(s) of the ESN WAN;
“Estimated Initial Service Charges”	the estimated Service Charges payable by the Authority during the period of 12 months from the first Operational Service Commencement Date, as set out in the Financial Model;
“Estimated Year 1 Charges”	the estimated Charges payable by the Authority during the first Contract Year, as set out in the Financial Model;
“Ethical Wall Agreement”	an ethical wall agreement in a form similar to the draft ethical wall agreement set out in Annex 2 of Schedule 25 (Exit Management);
“EU”	European Union
“EU GDPR”	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
“European Standard”	in relation to an electronic invoice means the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;

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“Event”	means any observable occurrence in a network or system;
“Event Log”	a single collection of records generated as part of Event Logging, normally relating to a single system function, as described in [REDACTED] [REDACTED] [REDACTED]
“Event Logging”	means the capturing, processing and storage of Event Logs in accordance with [REDACTED] [REDACTED]
“Evolved Multimedia Broadcast and Multicast Services” or “eMBMS”	means the services with the same name defined in [REDACTED] and related specifications;
“Exception Report”	means a description of an exception situation, its impact, options, recommendation and impact of the recommendation, a template for which is in Annex 2 of Schedule 13 (Implementation Plan);
“Exclusive Assets”	those Assets used by the Supplier or a Key Sub-contractor which are used exclusively in the provision and/or delivery of the Services;
“Exit Information”	has the meaning given in Paragraph 3.1 of Schedule 25 (Exit Management);
“Exit Management”	services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to the Authority and/or a Replacement Supplier, as set out or referred to in Schedule 25 (Exit Management);
“Exit Manager”	the person appointed by each Party pursuant to Paragraph 2.3 of Schedule 25 (Exit Management) for managing the Parties’ respective obligations under Schedule 25 (Exit Management);
“Exit Plan”	the plan produced and updated by the Supplier during the Term in accordance with Paragraph 5 of Schedule 25 (Exit Management);

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“Expedited Dispute Timetable”	the reduced timetable for the resolution of Disputes set out in Paragraph 3 of Schedule 23 (Dispute Resolution Procedure);
“Expert”	in relation to a Dispute, a person appointed in accordance with Paragraph 6.2 of Schedule 23 (Dispute Resolution Procedure) to act as an expert in relation to that Dispute;
“Expert Determination”	determination by an Expert in accordance with Paragraph 6 of Schedule 23 (Dispute Resolution Procedure);
“Exposure Information (Contracts List)”	means part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 and Annex 1 of Part B of Schedule 26 (Service Continuity Plan and Corporate Resolution Planning);
“Extension Period”	the period of 1 or 2 years from the end of the Initial Term comprising the First Extension Period and the Second Extension Period (each as applicable) where one or both such periods have been enacted by the Authority pursuant to Clause 4.1 (Term);
“External API”	the application programming interfaces provided by the MCX Client and which are described in [REDACTED] [REDACTED]
“Failure Modes and Effects Analysis” or “FMEA”	has the meaning set out in [REDACTED] [REDACTED]
“Favourite Contact List”	a list of contacts (individual Users or Groups) that are frequently used by the User. The list is configured by the User;
“FDE”	has the meaning set out at the definition “Financial Distress Event”;
“FDE Group”	has the meaning set out at the definition “Financial Distress Event Group”;

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“Feature Phone”	means a type or class of mobile phone that retains the form factor of earlier generations of mobile telephones, typically with press-button based inputs and a small non-touch display, but still often have location capabilities, internet access and a limited set of pre-installed applications;
“Final Reconciliation Report”	the final reconciliation report to be provided by the Supplier to the Authority pursuant to Paragraph 1 of Part B of Schedule 19 (Financial Reports and Audit Rights);
“Financial Distress Event” or “FDE”	the occurrence of one or more of the events listed in Paragraph 3.1 of Schedule 18 (Financial Distress);
“Financial Distress Event Group” or “FDE Group”	[REDACTED]
“Financial Distress Remediation Plan”	a plan setting out how the Supplier will ensure the continued performance and delivery of the Services in accordance with this Contract in the event that a Financial Distress Event occurs. This plan should include what the Authority would need to put in place to ensure performance and delivery of the Services in accordance with this Contract up to and including any Insolvency Event in respect of the relevant FDE Group entity and may refer to the Insolvency Continuity Plan in this regard;
“Financial Indicators”	[REDACTED]

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“Financial Information and Commentary”	means part of the CRP Information requirements set out in accordance with Paragraphs 2 and Annex 3 of Part B of Schedule 26 (Service Continuity Plan and Corporate Resolution Planning);
“Financial Model”	the Contract Inception Report, the latest Annual Contract Report or the latest Contract Amendment Report, whichever has been most recently prepared by the Supplier in accordance with the principles set out in Annex 1 of Schedule 19 (Financial Reports and Audit Rights) and approved by the Authority in accordance with Paragraph 2 of Part B of Schedule 19 (Financial Reports and Audit Rights);
“Financial Reports”	the Contract Inception Report and the reports listed in Paragraph 1.1 of Part B of Schedule 19 (Financial Reports and Audit Rights);
“Financial Representative”	a reasonably skilled and experienced member of the Supplier’s staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the Open Book Data and Financial Reports;
“Financial Target Thresholds”	means the target thresholds for each of the Financial Indicators set out in Paragraph 5.1 of Schedule 18 (Financial Distress);
“Financial Transparency Objectives”	has the meaning given in Paragraph 1.1 of Part A of Schedule 19 (Financial Reports and Audit Rights);
“Fire and Rescue Services”	means those User Organisations in the category [REDACTED]
“Firebase Cloud Messaging”	means an Android service that handles the delivery of notifications to Devices;
“Firm Price”	means the pricing mechanism as further set out in Paragraph 5 of Part A of Schedule 15 (Charges and Invoicing);
“First Extension Period”	a period of 1 year from the end of the Initial Term;

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“First To Answer (Private) Call”	means a call that is started when the first MCPTT User among multiple potential target ‘recipients’ answers. This call requires the answering MCPTT User to answer manually; automatic answer is not allowed (defined in [REDACTED])
“Fix Time”	has the meaning given in [REDACTED] [REDACTED] [REDACTED]
“Fixed Price”	means the pricing mechanism as further set out in Paragraph 4 of Part A of Schedule 15 (Charges and Invoicing);
“Fleetmap”	is a collective term for all of the Fleetmap Objects and Fleetmap Domains within Supplier Solution;
“Fleetmap Administrator”	the designated person(s) within each User Organisation or the Authority, who has administration responsibilities and permissions for the configuration of their Groups, Users, Devices, accounts and feature settings on ESN;
“Fleetmap Administrator Profile”	the profile assigned to Fleetmap Administrators, that configures them with the appropriate permissions;
“Fleetmap Check”	has the meaning given in [REDACTED] [REDACTED]
“Fleetmap Configuration”	the configuration of Groups and Group-related properties that determine the Groups a User, Device or Control Room Interface has access to;
“Fleetmap Domain”	a construct that allows subsets of Users and Groups to be partitioned and managed within and across User Organisations;

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“Fleetmap Interface”	means a browser based service to be provided by the Supplier, made available to Fleetmap Administrators, that allows them to manage the configuration of their Groups, Users, Devices, accounts and feature settings on ESN, see [REDACTED];
“Fleetmap Object”	a collective term that comprises User Profiles, Group Profiles, Groups and Group Lists.
“Floor”	[REDACTED] [REDACTED]
“Floor Control”	an arbitration system in an MCPTT Service that determines who has the authority to transmit (talk) at a point in time during an MCPTT call (defined in [REDACTED])
“Floor Grant”	MCX signalling message used to indicate that a request for floor is granted and media transfer (e.g. a Group Call voice transmission) is possible;
“Floor Release”	MCX signalling message used to indicate the media transfer (e.g. a Group Call voice transmission) is completed and floor is released (e.g. when a Device User releases the PTT button);
“Floor Request”	MCX signalling message used to request the floor for media transfer (e.g., for a Group Call voice transmission), initiated when a User presses their PTT button.
“FMEA”	has the meaning set out at the definition “Failure Modes and Effects Analysis”;
“FOIA”	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant Crown Body in relation to such Act;

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“Force Majeure Event”	<p>means the occurrence after the Effective Date of:</p> <ul style="list-style-type: none"> (a) war, civil war, armed conflict or terrorism; or (b) nuclear, chemical or biological contamination unless the source or the cause of the contamination is the result of the actions of or breach by the Supplier or its Sub- contractors; or (c) pressure waves caused by devices travelling at supersonic speeds, which directly causes either Party to be unable to comply with all or a material part of its obligations under this Contract;
“Force Majeure Notice”	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
“Forecast Contingency Costs”	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
“Former Supplier”	has the meaning given in Schedule 28 (Staff Transfer);
“Forward Schedule of Change”	<p>has the meaning given in [REDACTED]</p> <p>[REDACTED]</p>
“Fully-Redundant”	<p>means, in the context of Geographical Resilience, that for a given geographical location the infrastructure used by the Supplier to deliver the Mission Critical Services is physically separated into at [REDACTED] [REDACTED] with sufficient separation and appropriate isolation between the zones so as to minimise the likelihood that a single physical incident at the location (including a fire or flood) affects both zones. Each zone shall be able to support the full Mission Critical Services load;</p>

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“Fused Location Provider API”	the fused location provider is a location API in Google Play Services that intelligently combines different signals to provide the location information that the MCX app needs. The fused location provider manages the underlying location technologies, such as GPS and Wi-Fi, and provides a simple API used to specify the required quality of service. For example, the most accurate data available, or the best accuracy possible with no additional power consumption;
“Gantt Chart”	a Gantt chart is a horizontal bar chart used in project management to visually represent a project plan over time. Gantt charts typically show you the timeline and status—as well as who’s responsible—for each task in the project;
“Gate”	a formal programme review point which provides assurance that objectives have been met and programme delivery can proceed;
“GCF”	has the meaning set out at the definition “Global Certification Forum”;
“General Anti-Abuse Rule”	<p>(a) the legislation in Part 5 of the Finance Act 2013; and</p> <p>(b) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;</p>
“General Change in Law”	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
“Geographic Information System” or “GIS”	in the context of ESN, this means a Control Room mapping system, used to display the locations of incidents and resources, updating in real time in response to resource location updates received from the Location Service;

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“Geographical Resilience”	has the meaning that at any point in time the Supplier Solution is able to support the Services from [REDACTED] [REDACTED] sufficiently separated to minimise the likelihood that multiple locations are simultaneously impacted by a single event;
“GIS”	has the meaning set out at the definition “Geographic Information System”;
“Global Certification Forum” or “GCF”	means the mobile industry body that provides independent certification of interoperability between mobile devices and networks;
“GMS Android”	means an Android implementation on a Device that includes Google Mobile Services;
“Good Industry Practice”	at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like the Authority, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;
“Good Value”	in relation to a Benchmarked Service, that: <ul style="list-style-type: none"> (a) having taken into account the Performance Indicators and Minimum Required Performance, the value for money of the Charges attributable to that Benchmarked Service, is at least as good as the value for money of the Upper Quartile; and (b) any Performance Indicators and Minimum Required Performance applicable to that Benchmarked Service are, having taken into account the Charges, equal to or better than the median service levels for the Comparable Service using Equivalent Services Data;

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“Goods”	has the meaning given in Clause 9.7 (Supply of Goods);
“Google Mobile Services”	means Google Mobile Services (GMS) being the bundle of applications and services built by Google that comes pre-installed on GMS-certified Android devices;
“Group”	a group to which MCX Users affiliate to use MCPTT, MCData or MCVideo services/features;
“Group Affiliation”	means the process by which an MCX User registers an interest in and joins a Group in order to make and receive Group communications to and from the other affiliated Users in the Group. [REDACTED] [REDACTED]
“Group Area”	the geographic area configured by a Fleetmap Administrator for a geo-fenced Group.
“Group Call”	a call made on a Group;
“Group De-Affiliation”	means the process of a User leaving the Group, e.g. when the User is no longer interested in communicating with other Users in the Group, usually because they are leaving the Group and affiliating to a different Group. [REDACTED] [REDACTED]
“Group Document”	this is the 3GPP term (“group document” in [REDACTED] for the configuration file, downloadable to a Device or Control Room System, that determines the properties of a Group, including, for example, the Operational Status Messages that are available for use on the Group;
“Group List”	a list of Groups to which the User or User Profile has access, as configured by a Fleetmap Administrator;

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“Group or Related Party Supply”	any transactions, including supply of goods or services and financing arrangements, between the Supplier and another party within the same corporate group – including parents, other group subsidiary companies and joint ventures;
“Group Profile”	a pre-configured set of common properties that can be assigned to one or more Groups, [REDACTED] [REDACTED] [REDACTED]
“Group Regroup”	a command issued by a Control Room System to form a temporary MCX Group Identity, representing a temporary grouping of MCX Group Identities formed by the Group regrouping operation as specified in [REDACTED] [REDACTED]
“Group Scanning”	the ability for an MCX Client to be able to affiliate to multiple Groups concurrently. One Group will be their prime/selected Group, other Groups will be scanned, lower priority Groups. The MCX Client will be signalled for all calls for Groups to which the MCX Client is affiliated but the MCX Client will determine which call to connect to/reject based on selected Group/Scanned Group priorities. The MCX Client will only participate in one Group Call at a time;
“Guarantee”	the deed of guarantee in favour of the Authority entered into by the Guarantor on or about the date of this Contract (which is in the form set out in Schedule 30 (Guarantee)), or any guarantee acceptable to the Authority that replaces it from time to time;
“Guaranteed Maximum Price”	in relation to a Milestone, [REDACTED] of the Target Price for the relevant Milestone;
“Guaranteed Maximum Price With Target Cost”	means the pricing mechanism as further set out in Paragraph 3 of Part A of Schedule 15 (Charges and Invoicing);
“Guarantor”	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

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“Guidance”	means advice or information aimed at resolving a problem or difficulty, especially as given by someone in authority;
“Halifax Abuse Principle”	the principle explained in the CJEU Case C-255/02 Halifax and others;
“Hang Timer”	a timer for half duplex call types which measures the period for which necessary resources remain allocated after the PTT function is released by a User, and during which it is possible to resume transmission without experiencing further call set up delay. Expiry of the timer can be used to clear down half duplex calls;
“Health and Safety Policy”	the health and safety policy of the Authority and/or other relevant Crown Body as provided to the Supplier on or before the Effective Date and as subsequently provided to the Supplier from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety;
“High Level Architecture Design”	means the deliverable produced and maintained by the Supplier which describes the Supplier Solution in accordance [REDACTED] [REDACTED] [REDACTED]
“HMG”	means His Majesty’s Government;
“HMG Baseline Personnel Security Standard”	means personnel background and/or vetting activities as per: https://www.gov.uk/government/publications/united-kingdom-security-vetting-clearance-levels/national-security-vetting-clearance-levels ;
“HMG’s Security Classifications Policy”	means security classification or marking in accordance with HMG’s Security Classifications Policy

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	https://www.gov.uk/government/publications/government-security-classifications ;
“HMRC”	HM Revenue & Customs;
“Home Office”	means the United Kingdom Home Office;
“Home Public Land Mobile Network” or “HPLMN”	a standard 3GPP term meaning the mobile network which holds a User’s subscription registration data;
“Hot Mic”	is the feature that enables the microphone of the Device or attached Accessory to be turned on for a configurable period of time when the User activates Emergency State on the Device;
“Hot Mic Period”	means the configurable period of time for which the Hot Mic feature is made available to the User;
“HPLMN”	has the meaning set out at the definition “Home Public Land Mobile Network”;
“ICCID”	means the “Integrated Circuit Card Identification Number”, a SIM’s unique number including country code, home network code and a unique identifier;
“ICCS”	has the meaning set out at the definition “Integrated Communications Control System”;
“ICD”	has the meaning set out at the definition “Interface Control Document”;
“Identity”	means the set of attribute values (i.e., characteristics) by which an entity is recognisable and that, within the scope of an identity manager’s responsibility, is sufficient to distinguish that entity from any other entity. Examples include a person, organisation, application, or device;
“Impact Assessment”	means an Initial Impact Assessment or a Technical Impact Assessment, as the context requires;

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“Implementation Plan”	the Outline Implementation Plan or (if and when approved by the Authority pursuant to Paragraph 5 of Schedule 13 (Implementation Plan) the Detailed Implementation Plan as updated in accordance with Paragraph 6 of Schedule 13 (Implementation Plan) from time to time;
“Implementation Services”	the implementation services described as such in [REDACTED]
“Implementation Services Commencement Date”	the date on which the Supplier is to commence provision of the Implementation Services, being the next Working Day immediately following the Effective Date;
“Inception Contract Life Profit Margin”	the anticipated Supplier Profit Margin over the Term as reflected in the Contract Inception Report;
“Incident Management Process”	means the process of identifying and analysing hazards and risks in order to come up with effective mitigation and controls that intend to limit incidents’ disruption to operations, minimise negative impact, and prevent recurrence;
“Incurred Costs”	in relation to a Milestone, the sum of: <ul style="list-style-type: none"> (a) the fixed day costs set out in Table 3 of Annex 1 of Schedule 15 (Charges and Invoicing) multiplied by the number of Working Days that have been expended by the Supplier Personnel in Achieving the relevant Milestone; and (b) any amount that would fall within limbs (b) or (c) of the definition of “Costs” but subject to exclusions (e)(i) to (viii) in that definition), to the extent that such amount has been incurred in Achieving the relevant Milestone;
“Indemnified Person”	the Authority and each and every person to whom the Authority (or any direct or indirect sub-licensee of the Authority) sub-licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with this Contract;

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“Independent Controller”	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
“Indexation” and “Index”	the adjustment of an amount or sum in accordance with [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“Information”	all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);
“Information Risk Appetite”	means the Authority’s formal statement of the acceptable level of risk it will tolerate for any given aspect of its business information assets and related activities;
“Information Security”	means the protection of Information and information systems from unauthorized access, use, disclosure, disruption, modification, or destruction in order to provide confidentiality, integrity, and availability;
“Information Security Management System” or “ISMS”	means a set of policies, procedures, and other controls for managing security and risks systematically with the goal of minimising risk and ensuring business continuity by proactively limiting the impact of a security breach. [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“Initial Connection Charge”	means a one time charge applicable to the establishment activity for each Active Connection;
“Initial Impact Assessment”	an assessment of a Change Request in accordance with Paragraph 6 of Schedule 22 (Change Control Procedure) which shall be substantially in the form of Annex 2: Initial Impact Assessment Form to Schedule 22 (Change Control Procedure);

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“Initial Mobilisation”	means the period up to [REDACTED] during which programme strategies, management frameworks and critical process definitions are delivered and approved and Supplier Personnel are onboarded;
“Initial Service Incident Investigation Conclusion Time”	has the meaning given in [REDACTED]
“Initial Term”	the period from and including the Effective Date and ending on 31 December 2031;
“Initial Upload Date”	means the occurrence of an event detailed in Annex 3 of Schedule 24 (Reports and Records Provisions) which requires the Supplier to provide its initial upload of the relevant information to the Electronic Document Management System;
“Insolvency Continuity Plan”	has the meaning given in Paragraph 2.2.1(d) of Schedule 26 (Service Continuity Plan and Corporate Resolution Planning);
“Insolvency Event”	<p>with respect to any person, means:</p> <ul style="list-style-type: none"> (a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or: <ul style="list-style-type: none"> (i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986; (b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or

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	<p>more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</p> <p>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within fourteen (14) days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p> <p>(ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;</p> <p>(iii) (being a company or a LLP) the</p>
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	<p>holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
“Integrated Communications Control System” or ‘ICCS’	means a type of Control Room System used to provide integrated presentation and control of multiple communications systems, such as radio and telephony systems, as well as related systems, such as CCTV and access control;
“Integration Management Plan”	means the integration management plan with the meaning and requirements set out in <div style="background-color: black; height: 1.2em; width: 100%;"></div> <div style="background-color: black; height: 1.2em; width: 100%;"></div>
“Integration Testing”	means as defined in the ISTQB Glossary of Terms;
“Intellectual Property Rights” or “IPRs”	<p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>

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“Interworking Gateway Solution”	an Authority-procured third party supplier system, that sits between the Airwave TETRA radio service and ESN, and supports the Interworking Service by providing an intelligent gateway that detects Group Calls and Emergency Calls made on one system and instantaneously relays these calls to the other system for rebroadcasting;
“Interworking Gateway Solution Interface”	means the interface between the Authority’s Interworking Gateway Solution and the Supplier Solution as described in [REDACTED] [REDACTED] [REDACTED]
“Interworking Gateway Supplier”	means the supplier of the Interworking Gateway Solution;
“Interworking Service”	the end-to-end service [REDACTED] [REDACTED] [REDACTED] [REDACTED] that provides interworking of Group Calls and Emergency Calls between the Airwave TETRA radio service and ESN, to facilitate all-informed group voice communications between Users who are still on Airwave, and Users who have transitioned to ESN;
“IP Completion Day”	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
“IP Data Services”	means the Services provided in accordance with [REDACTED] [REDACTED]
“IPRs”	has the meaning set out at the definition “Intellectual Property Rights”;

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“IPRs Claim”	any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPRs save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of any Relevant IPRs, or the use of the Authority Software by or on behalf of the Supplier, in either case in combination with any item not supplied or recommended by the Supplier pursuant to this Contract or for a purpose not reasonably to be inferred from the Services Description or the provisions of this Contract;
“ISTQB Glossary of Terms”	means the ISTQB Standard Glossary of Terms Used in Software Testing as published by the International Software Testing Qualifications Board as updated from time to time;
“IT”	information and communications technology;
“IT Environment”	the Authority System and the Supplier System;
“IT Health Check”	means activities completed to provide independent (under the NCSC CHECK Scheme with a NCSC CHECK Team Lead assigned) assurance that both internally and externally accessible systems are protected from unauthorised access or change, have no significant weaknesses and are to prevent unauthorised movement from one system component to another;
“Joint Controllers”	has the meaning given in Article 26 of the UK GDPR, or EU GDPR, as the context requires;
“Key Documents”	means those documents listed as Key Documents in [REDACTED] [REDACTED] [REDACTED]

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“Key Milestone”	the Milestones identified in the Implementation Plan as key milestones and in respect of which Delay Payments may be payable in accordance with [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“Key Performance Indicator” or “KPI”	the key performance indicators set out in Paragraph 2 of Part 1 of Annex 1 of Schedule 3 (Performance Levels);
“Key Personnel”	those persons appointed by the Supplier to fulfil the Key Roles, being the persons listed in Schedule 29 (Key Personnel) against each Key Role as at the Effective Date or as amended from time to time in accordance with Clauses 14.5 and 14.6 (Key Personnel);
“Key Role”	a role described as a Key Role in Schedule 29 (Key Personnel) and any additional roles added from time to time in accordance with Clause 14.4 (Key Personnel);
“Key Sub-contract”	each Sub-contract with a Key Sub-contractor;
“Key Sub-contractor”	any Sub-contractor: (a) which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or (b) with a Sub-contract with a contract [REDACTED] [REDACTED] [REDACTED] forecast to be payable under this Contract (as set out in the Financial Model);
“Know-How”	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the other Party’s possession before this Contract;

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“Knowledge Article”	means an article that describes knowledge or learning about the ESN as described in [REDACTED] [REDACTED]
“Knowledge Management”	means the Supplier obligations pursuant to [REDACTED] [REDACTED]
“Knowledge Management Plan”	means the Supplier’s plan for knowledge management captured within the ESN Service Management Framework in accordance with [REDACTED] [REDACTED]
“Known Error Database”	means the database described in Paragraph [REDACTED]
“KPI”	has the meaning set out at the definition “Key Performance Indicator”;
“KPI Failure”	a failure to meet the Minimum Required Performance in respect of a Key Performance Indicator;
“KPI Repeat Trigger”	is a trigger point that is reached after repeated failure of a Key Performance Indicator as defined in Paragraph 4.1 of Part A of Schedule 3 (Performance Levels);
“KPI Service Threshold”	shall be as set out against the relevant Key Performance Indicator in Paragraph 2 of Part 1 of Annex 1 of Schedule 3 (Performance Levels);
“Late Call Entry”	has the same meaning as “Late Entry”;
“Late Entry”	a feature that enables members of a Group to automatically join an ongoing Group Call, when they were not available at the call setup;

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“Law”	any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
“Lead Assurer”	means the Authority role that leads assurance engagement between the Authority and SIRO Panel;
“LED”	Law Enforcement Directive (Directive (EU) 2016/680);
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

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<p>[REDACTED]</p>	<p>[REDACTED]</p>
<p>“Licensed Software”</p>	<p>all and any Software licensed by or through the Supplier, its Sub-contractors or any third party to the Authority for the purposes of or pursuant to this Contract, including any Supplier Software, Third Party Software and/or any Specially Written Software;</p>
<p>“Live Pilots”</p>	<p>has the meaning given in [REDACTED] [REDACTED] [REDACTED]</p>
<p>“Location Service”</p>	<p>means the location service to be provided by the Supplier, that enables Authorised Users to configure the location reporting cadence for, and subscribe for location updates from, a User or Users, or all Users affiliated to a Group, in accordance with [REDACTED] [REDACTED]</p>
<p>“Losses”</p>	<p>losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;</p>
<p>“Low Level Design”</p>	<p>has the meaning set out in [REDACTED] [REDACTED]</p>
<p>“MAC”</p>	<p>means moves, adds and changes for the purposes of standard IT and computing configuration;</p>

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“Major Incident”	[REDACTED]
“Major Incident Management”	means the process for dealing with a Major Incident set out in in [REDACTED] [REDACTED]
“Major Incident Manager”	means the [REDACTED] representative nominated for co-ordination during Major Incidents, determined in accordance with the Major Incident Management process;
“Malicious Insider”	means a person who exploits, or has the intention to exploit, their legitimate access to an organisation’s assets for unauthorised purposes. [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“Malicious Software”	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
“Managed EMM Service”	has the meaning given in [REDACTED] [REDACTED]
“Management Information”	the management information specified in [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

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“Manual Commencement Mode”	a mode in which the initiation of the Private Call requires the receiving MCPTT User to perform some action to accept or reject the call setup (defined in [REDACTED])
“Map View”	a map screen to be provided as part of the MCX Client capabilities defined in [REDACTED] [REDACTED] [REDACTED]
“Master Fleetmap Administrator”	means the function that is described in [REDACTED] [REDACTED]
“Material Change”	a Change which: (a) materially changes the profile of the Charges; or (b) varies the total Charges payable during the Term (as forecast in the latest Financial Model) by: [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“Material KPI Failure”	(a) a Serious KPI Failure; (b) a Severe KPI Failure; or (c) a failure by the Supplier to meet a KPI Service Threshold;
“Material SPI Failure”	(a) a failure by the Supplier to meet the SPI Service Threshold in respect of [REDACTED] [REDACTED] of the Subsidiary Performance Indicators that are measured in that Service Period; and/or (b) a failure by the Supplier to meet the Minimum Required Performance in respect of [REDACTED] of the Subsidiary Performance Indicators that are measured in that Service Period;
“Material Test Defect”	a Test Defect being a [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“Maximum Fix Time”	means, for any Service Incident, the maximum Fix Time [REDACTED] [REDACTED] [REDACTED]

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“Maximum Permitted Profit Margin”	[REDACTED]
“Maximum Response Time”	means, for any Service Incident, the maximum Response Time [REDACTED] [REDACTED] [REDACTED]
“MCData”	[REDACTED]
“MCData Message”	[REDACTED] [REDACTED] [REDACTED]
“MCData Message Store”	[REDACTED] [REDACTED];
“MCData Text Message”	[REDACTED] [REDACTED]
“MCData Text Messaging”	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“Mission Critical Push-to-Talk” or “MCPTT”	[REDACTED] [REDACTED]
“MCPTT”	[REDACTED] [REDACTED]
“MCPTT Service”	[REDACTED] [REDACTED]
“MCVideo”	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“MCVideo Ad-Hoc Group”	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

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“MCVideo Group Call”	[REDACTED]
“MCVideo Group Call Request”	[REDACTED] [REDACTED]
“MCVideo Pre-Arranged Group Call”	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
“MCVideo Private Call”	[REDACTED] [REDACTED] ll or a first-to-answer call [REDACTED]
“MCVideo Pull”	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
“MCX”	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
“MCX Administration Service”	[REDACTED] [REDACTED] [REDACTED]
“MCX Certification”	[REDACTED] [REDACTED]
“MCX Certification Capability”	[REDACTED] [REDACTED] [REDACTED]
“MCX Certification Completion Time”	[REDACTED] [REDACTED]
“MCX Certification Duration”	[REDACTED] [REDACTED] [REDACTED]

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“MCX Certification Lead Time”	[REDACTED]
“MCX Certification Request Submission Time”	[REDACTED]
“MCX Certification Service”	[REDACTED]
“MCX Charging Data Record”	[REDACTED]
“MCX Client”	[REDACTED]
“MCX Client Device Integration Specifications”	[REDACTED]
“MCX Client for iOS”	[REDACTED]
“MCX Group Identity”	[REDACTED]

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“MCX Identity”	[REDACTED]
“MCX Infrastructure”	[REDACTED] [REDACTED]
“MCX Sandbox Environment”	[REDACTED] [REDACTED]
“MCX Server”	[REDACTED] [REDACTED]
“MCX Services”	[REDACTED] [REDACTED] [REDACTED]
“MCX Solution”	[REDACTED] [REDACTED] [REDACTED]
“MCX Standalone Dispatcher”	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“MCX Standalone Dispatcher Supplier”	[REDACTED] [REDACTED]
“MCX User”	[REDACTED]
“MCX Userless Mode”	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“Mean Logistics Delay Time”	means the mean time taken to get a spare part to a Site to effect a repair;

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“Mean Opinion Score”	in telecommunications, a “Mean Opinion Score” is a ranking of the quality of voice and video sessions. Most often judged on a scale of 1 (bad) to 5 (excellent), Mean Opinion Scores are the average of a number of other human- scored individual parameters;
“Mean Time Between Failure”	the mean time that is expected between failures of a component of a system;
“Mean Time to Repair”	the mean time that is expected to be needed to repair a failed component;
“Measurement Period”	in relation to a Key Performance Indicator or Subsidiary Performance Indicator, the period over which the Supplier’s performance is measured (for example, a Service Period if measured monthly or a 12 month period if measured annually);
“Mediation Notice”	has the meaning given in Paragraph 4.3 of Schedule 23 (Dispute Resolution Procedure);
“Mediator”	the independent third party appointed in accordance with [REDACTED] to mediate a Dispute;
“Message Data Record”	a data record produced by the Supplier Solution that documents the details of an MCDData Message that passes through ESN. The record contains various attributes of the message, as defined in [REDACTED]
“MIKEY-SAKKE”	“Multimedia Internet Keying – Sakai and Kasahara Key Encryption”, means a protocol designed for government and relevant enterprises to enable secure, cross-platform multimedia communications;
“Milestone”	an event or task described in the Implementation Plan which, if applicable, shall be completed by the relevant Milestone Date;

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“Milestone Achievement Certificate”	the certificate to be granted by the Authority when the Supplier has Achieved a Milestone, which shall be in substantially the same form as that set out in [REDACTED] [REDACTED]
“Milestone Adjustment Payment Amount”	in respect of each CPP Milestone the subject of a Milestone Adjustment Payment Notice, an amount determined in accordance with the formula: $A - B$ where: <p>(a) A is an amount equal to the aggregate sum of all Milestone Payments paid to the Supplier in respect of the Milestones (or in the case of Partial Termination, the Milestones for the parts of the Services terminated) relating to that CPP Milestone; and</p> <p>(b) B is an amount equal to the aggregate Allowable Price for the Retained Deliverables relating to that CPP Milestone or, if there are no such Retained Deliverables, zero;</p>
“Milestone Adjustment Payment Notice”	has the meaning given in Clause 32.7 (Payments by the Supplier);
“Milestone Criteria Document”	means the document that contains a full, detailed description of all the delivery criteria associated with the Achievement of each Milestone as referred to at [REDACTED] [REDACTED]
“Milestone Date”	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
“Milestone Definition Document”	means the document that describes each of the Milestones that are referenced in the Outline Implementation Plan and Detailed Implementation Plan as referred to at [REDACTED] [REDACTED]

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“Milestone Group”	has the meaning given in [REDACTED] [REDACTED] [REDACTED]
“Milestone Payment”	a payment identified in Schedule 15 (Charges and Invoicing) to be made following the issue of a Milestone Achievement Certificate;
“Milestone Retention”	has the meaning given in [REDACTED] [REDACTED]
“Minimum Required Performance”	in respect of the applicable Service, the minimum level of performance [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“Minor KPI Failure”	shall be as set out against the relevant Key Performance Indicator in [REDACTED] [REDACTED] [REDACTED]
“Minor SPI Failure”	shall be as set out against the relevant Subsidiary Performance Indicator in [REDACTED] [REDACTED] [REDACTED]
“Mission Critical Installation”	the integration of the MCX Client with the Device Operating System, that supports operation in an optimised way for public safety use, as defined in [REDACTED] [REDACTED]
“Mission Critical Services”	means the MCX Services and the IP Data Services;
“Mission Critical Services Over Wi-Fi”	means the delivery of Mission Critical Services using a Wi-Fi bearer as described in [REDACTED] [REDACTED]
“Mobile Communications Service Bearers”	means the 3GPP bearers provided by the MS Network;

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“Mobile Core Network”	means the elements that provide transport, call processing and service switching for Users’ services fulfilment. Collectively, these systems allow Users to gain access to services in a secure and resilient manner;
“Mobile Country Code”	means the mobile country code as defined by the International Telecommunication Union in Recommendation ITU-T E.212;
“Mobile Data System”	A User Organisation IT system primarily for the control room to send data to, and receive data from, Mobile Data Terminals (vehicle-mounted mobile PC or tablet devices, or handheld tablet devices). Data can include deployment messages (sent from the control room to mobile Users), status and location updates (sent from mobile Users to Control Room Systems), database queries and responses, and mobile form creation (e.g., filling in a crime report, when attending the scene of a burglary);
“Mobile Network Code”	means the mobile network code as defined by the International Telecommunication Union in Recommendation ITU-T E.212;
“Mobile Network Radio Interface”	means the interface provided by the MS Supplier to connect Devices as defined in 3GPP standards;
“Mobile Telephony Services”	means the Services provided in accordance with [REDACTED]
“Mobilisation”	means the phase of Deployment in which User Organisations undertake preparation work required to embed new ESN processes, services and technologies. At the end of its Mobilisation phase, a User Organisation should be prepared to start the Transition phase of Deployment. The Supplier shall have delivered all associated Services to allow Users to be able to commence transition;
“Model Office Capability”	means the model office capability meeting the requirements set out in [REDACTED]

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“Model Office Configuration”	a set of configuration items which represent a realistic live User Organisation as defined in the test repositories;
“Monitored Suppliers”	means those entities specified in Paragraph 5.2 of Schedule 18 (Financial Distress);
“month”	a calendar month and “monthly” shall be interpreted accordingly;
“MS Network”	means the network provided by the MS Supplier;
“MS Supplier”	means the supplier awarded the Lot 3 contract under the OJEU reference number 2014/S 077-133654 or any successor or replacement supplier or suppliers;
“MS Supplier Core Network Fault”	has the meaning given in [REDACTED];
“MS Supplier Interface Fault”	has the meaning given in [REDACTED];
“MS Supplier Monthly Recurring Charge”	means the charge levied to all active subscriptions by the MS Supplier for use of their services;
“MS Supplier RAN Fault”	has the meaning given in [REDACTED];
“MS Supplier Service Incident”	means a Service Incident which relates to an incident in the MS Network;
“MSISDN”	means Mobile Station International Subscriber Directory Number;
“Multi-Party Dispute”	a Dispute which involves the Parties and one or more Related Third Parties;
“Multi-Party Dispute Representatives”	has the meaning given in Paragraph 9.6 of Schedule 23 (Dispute Resolution Procedure);
“Multi-Party Dispute Resolution Board”	has the meaning given in Paragraph 9.6 of Schedule 23 (Dispute Resolution Procedure);

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“Multi-Party Dispute Resolution Procedure”	has the meaning given in Paragraph 9.1 of Schedule 23 (Dispute Resolution Procedure);
“Multi-Party Procedure Initiation Notice”	has the meaning given in Paragraph 9.2 of Schedule 23 (Dispute Resolution Procedure);
“Multi-Select”	means a feature provided on a Control Room ICCS (and supported by the Control Room Interface) that enables the ICCS User to select multiple Groups to transmit on simultaneously, and receive responses from Users on these multiple Groups;
“Mutual Aid”	means the provision of assistance from one Emergency Service to another. It is a formal arrangement and as such, mutual aid is usually provided in response to or in anticipation of a major incident or event;
“National Power Outage”	means a widespread power failure affecting the whole of Great Britain for an extended period of time caused by failure of the national electricity transmission system;
“National Risk Register”	means The National Risk Register (NRR) being the external version of the National Security Risk Assessment (NSRA), which is the government’s assessment of the most serious risks facing the UK;
“National Vulnerability Database”	means the U.S. government repository of standards-based vulnerability management data;
“NCSC”	the National Cyber Security Centre or any replacement or successor body carrying out the same function;
“NCSC CHECK Scheme”	means the scheme under which NCSC approved companies can conduct authorised penetration tests of public sector and CNI systems and networks. As per: https://www.ncsc.gov.uk/ ;
“NCSC Device Guidance”	means National Cyber Security Centre (NCSC) guidance as per: https://www.ncsc.gov.uk/ ;

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“Near Real Time”	in real time, or live, delayed only by the Supplier and MS Supplier communication system latency;
“Net Book Value”	the net book value of the relevant Asset(s) calculated in accordance with the depreciation policy of the Supplier set out in the letter in the agreed form from the Supplier to the Authority of the same date as this Contract;
“Network and IT Infrastructure”	means the infrastructure, including the Mobile Core Network infrastructure and the MCX Infrastructure, used in the Supplier Solution and provided in accordance with [REDACTED] [REDACTED]
“New Releases”	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
“Non-Available”	in relation to the Supplier Solution or any of the Services, that the Supplier Solution or the relevant Services are not Available;
“Non-Exclusive Assets”	those Assets (if any) which are used by the Supplier or a Key Sub-contractor in connection with the Services but which are also used by the Supplier or Key Sub-contractor for other purposes of material value;
“Non-GMS Android”	means an Android implementation on a Device that does not use Google Mobile Services;
“Non-Redundant”	means, in the context of Geographical Resilience, that the infrastructure used by the Supplier at a given geographical location is not Fully-Redundant;

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“Non-retained Deliverables”	in relation to a Milestone Adjustment Payment Notice and each CPP Milestone the subject of that Milestone Adjustment Payment Notice, Deliverables provided to the Authority which relate to the relevant CPP Milestone(s) and which are not Retained Deliverables;
“Non-Transferable Assets”	those of the Exclusive Assets which are not capable of legal transfer to the Authority or any Replacement Supplier;
“Non-trivial Customer Base”	a significant customer base with respect to the date of first release and the relevant market but excluding Affiliates and other entities related to the licensor;
“Notifiable Change”	a Change which: <ul style="list-style-type: none"> (a) materially changes a Milestone; or (b) varies the total Charges payable during the Term (as forecast in the latest Financial Model) by: <div style="margin-left: 20px;"> <div style="display: flex; align-items: center;"> <div style="width: 10px; height: 10px; background-color: black; margin-right: 5px;"></div> <div style="width: 100px; height: 15px; background-color: black; margin-right: 5px;"></div> </div> <div style="display: flex; align-items: center;"> <div style="width: 10px; height: 10px; background-color: black; margin-right: 5px;"></div> <div style="width: 100px; height: 15px; background-color: black; margin-right: 5px;"></div> </div> </div>
“Notifiable Default”	shall have the meaning given in Clause 25.1 (Rectification Plan Process);
“Object Code”	software and/or data in machine-readable, compiled object code form;
“Occasion of Tax Non-Compliance”	<ul style="list-style-type: none"> (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under

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	<p>the DOTAS or any equivalent or similar regime; and/or</p> <p>(b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;</p>
“OCU”	has the meaning set out at the definition “Operational Command Unit”;
“OEM”	has the meaning set out at the definition “Original Equipment Manufacturer”;
“Ofcom General Conditions of Entitlement”	means the Office of Communications (Ofcom) regulations for providers of communications networks and services in the UK known as the "General Conditions of Entitlement";
“Ofcom Metering and Billing Direction”	means the Office of Communications (Ofcom) direction providing the requirements for approval for billing accuracy under condition C3 of the Ofcom General Conditions of Entitlement (known as the "Metering and Billing Direction");
“OFFICIAL”	means the security classification or marking in accordance with HMG’s Security Classifications Policy;
“OFFICIAL-SENSITIVE”	means a handling caveat or ‘flag’ applied to more sensitive information assets within the OFFICIAL tier that require special or stated handling instructions in accordance with HMG’s Security Classifications Policy;
“Offshoring Process”	means the process, owned and documented by the Authority, required to be followed by the Supplier for offshoring of any aspect of the Supplier Solution;
“On Network MCVideo Group Call”	the ability to make MCVideo Group Calls while the MCX Client is connected to ESN (as opposed to off network, which is when the MCX Client connects directly to other MCX Clients without using ESN);

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“On Network MCVideo Private Call”	the ability to make MCVideo Private Calls while the MCX Client is connected to ESN (as opposed to off network, which is when the MCX Client connects directly to another MCX Client without using ESN);
“On-Demand”	means a session established between an MCX Client and the MCX Server, on a per MCX Service basis, to exchange necessary media parameters needed for the definition of media bearers, where these are not setup in advance and where the group join request contains the information needed to negotiate media parameters (cf. Pre-Established);
“Onerous Contract”	a contract in which the unavoidable costs of meeting the obligations under the contract exceed the economic benefits expected to be received under it, as defined under International Accounting Standard 37;
“Onerous Contract Report”	means a report provided by the Supplier pursuant to [REDACTED] [REDACTED]
“Open Book Data”	<p>complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Term, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> (a) the Supplier's Costs broken down against each Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware and software; (b) operating expenditure relating to the provision of the Services including an analysis showing: <ul style="list-style-type: none"> (i) the unit costs and quantity of consumables and bought-in services; (ii) manpower resources broken down into the number and grade/role of all Supplier

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	<p>Personnel (free of any contingency) together with a list of agreed rates against each manpower grade;</p> <p>(iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and</p> <p>(iv) Reimbursable Expenses;</p> <p>(c) Overheads;</p> <p>(d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services;</p> <p>(e) the Supplier Profit achieved over the Term and on an annual basis;</p> <p>(f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>(g) an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency; and</p> <p>(h) the actual Costs profile for each Service Period;</p>
“Open Licence”	<p>means any material that is published for use, with rights to access, copy and modify and publish, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles , and includes the Open Source publication of Software;</p>
“Open Source”	<p>means computer software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source;;</p>
“Operating Environment”	<p>the Authority System and the Sites;</p>

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“Operating Model”	means a documented representation or visualisation (i.e., model or collection of models, maps, tables and charts) that explains how the Supplier intends to operate a security activity or function to deliver benefit to the Authority and the operation of the Supplier Solution;
“Operating System”	means the software that controls system resources and processes and provides access to these for software applications on a computer-based system;
“Operational Assurance”	to trial ESN functionality, as a means of verifying fitness-for-purpose and building confidence amongst users;
“Operational Command Unit” or “OCU”	means a unit within a User Organisation, with either geographic or thematic responsibilities;
“Operational Data”	means User Organisation information assets created as part of operational activities or information assets that support operational activities;
“Operational Device and Application Testing Service”	means the Supplier's continuous testing service for Applications as described in [REDACTED] [REDACTED]
“Operational Event”	means an event that is supported by one or more User Organisations as part of their operational activities (e.g. VIP visit, sporting event, festival);
“Operational Event Management”	means the Supplier's support for Service Recipients' management of Operational Events carried out in accordance with [REDACTED] [REDACTED] [REDACTED]
“Operational Hours”	means 24 hours a day every day without interruption;
“Operational Incident”	means an incident that requires a response by one or more User Organisations as part of their operational activities (e.g. road traffic accident, criminal act, fire);

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“Operational Incident Management”	means the Supplier's support for Service Recipients' management of Operational Incidents carried out in accordance with [REDACTED] [REDACTED] [REDACTED]
“Operational Level Agreement”	means a non-contractual agreement [REDACTED] that outlines the roles, accountabilities, responsibilities and expectations of each party in delivering [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“Operational Scenarios”	means a schedule of pre-planned operational scenarios staged by emergency service organisations to build user confidence in ESN;
“Operational Service Commencement Date”	in relation to an Operational Service, the later of: (a) any date identified in the Outline Implementation Plan upon which that Operational Service is to commence; and (b) where the Implementation Plan states that the Supplier must have Achieved the relevant ATP Milestone before it can commence the provision of that Operational Service, the date upon which the Supplier Achieves the relevant ATP Milestone;
“Operational Services”	the operational services described as such in [REDACTED] [REDACTED]
“Operational Status Message” or “OSM”	means the ESN feature for sending status messages, based on and extending the 3GPP Enhanced Status Message feature;
“Operational Status Values”	means a number that represents a specific pre-defined Operational Status Message;

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“Operational Support Systems”	systems and software applications that support back-office activities which operate the Supplier’s Solution and maintain the User Services;
“Optional Services”	the services described as such in [REDACTED] [REDACTED] which are to be provided by the Supplier if required by the Authority in accordance with Clause 5.10 (Optional Services);
“Optional Services Implementation Plan”	the implementation plan to effect the Optional Services agreed between the Parties prior to the Effective Date and, if not agreed prior to the Effective Date, to be developed by the Supplier and approved by the Authority;
“Ordinary Exit”	any termination of the whole or any part of this Contract which occurs: (a) pursuant to Clause 31 (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 [REDACTED]; or (b) as a result of the expiry of the Initial Term or any Extension Period;
“Organisation Group”	means a subset or combination of one or more User Organisations which is defined to administer the Services;
“Original Equipment Manufacturer” or “OEM”	means a company or entity responsible for the production of products or components that are then typically marketed and sold on by others;
“OSM”	has the meaning set out at the definition “Operational Status Message”;
“Other ESN Supplier”	([REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

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	<p>■ [REDACTED] [REDACTED]</p> <p>■ [REDACTED] [REDACTED]</p>
“Other ESN Supplier Fix Time”	means the fix times set out in the Other ESN Suppliers’ respective agreements;
“Other Supplier”	any supplier to the Authority (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware;
“Outline Implementation Plan”	the outline plan set out at Annex 1 of Schedule 13 (Implementation Plan);
“Over The Top Installation”	means as defined in [REDACTED] [REDACTED]
“Overhead”	those amounts which are intended to recover a proportion of the Supplier’s or the Key Sub-contractor’s (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and accordingly included within limb (a) of the definition of “Costs” or the day cost set out in Table 3 of Annex 1 of Schedule 15 (Charges and Invoicing);
“Parent Undertaking”	has the meaning set out in section 1162 of the Companies Act 2006;
“Partial Termination”	the partial termination of this Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 31.2(b) (Termination by the Authority) or 31.3(b) (Termination by the Supplier) or otherwise by mutual agreement by the Parties;
“Parties” and “Party”	have the meanings respectively given on page 1 of this Contract;

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“Payment, Collection and Dunning Services”	means the Service to be provided by the Supplier pursuant to [REDACTED]
“Performance Failure”	a KPI Failure or an SPI Failure;
“Performance Indicators”	the Key Performance Indicators and the Subsidiary Performance Indicators;
“Performance Monitoring Report”	has the meaning given in Paragraph 1.1(a) of Part B of Schedule 3 (Performance Levels);
“Performance Review Meeting”	the regular meetings between the Supplier and the Authority at the Single Supplier Board to manage and review the Supplier's performance under this Contract, as further described in Paragraph 1.5 of Part B of Schedule 3 (Performance Levels);
“Permitted Maintenance”	has the meaning given in Clause 9.4 (Maintenance);
“Person Down”	a function on the MCX Client which is capable of automatically detecting that a User may be motionless and sending a message to a Control Room System or other Authorised User, as further described in [REDACTED]
“Personal Data”	has the meaning given in the UK GDPR or the EU GDPR as the context requires;
“Personal Data Breach”	has the meaning given in the UK GDPR or the EU GDPR as the context requires;
“PIMS” or “Privacy Information Management System”	means the system for securing Personal Data as described in Paragraph 2 of Schedule 31 (Processing Personal Data);
“PLMN”	means Public Land Mobile Network as defined in the 3GPP standards;
“Points of Interconnect”	means the point at which two supplier's networks converge by means of electronic interconnection of data transport termination equipment;

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“Portability”	means how easily an application or software component can be transferred between IT environments or platforms;
“PRB”	has the meaning set out at the definition “Projects Review Board”;
“Pre-Arranged Group”	a pre-arranged group is a Group that is pre-defined with MCX Group Identity and member list in the group management server (as defined in 3 [REDACTED]);
“Preceding Services”	has the meaning given in Clause 5.2(b) (Standard of Services);
“Pre-Established”	means a session established between an MCX Client and the MCX Server, on a per MCX Service basis, to exchange necessary media parameters needed for the definition of media bearers, allowing a faster set-up of MCX service calls/sessions ([REDACTED]);
“Premium Rate Bar Entertainment”	means the facility to bar access to premium rate entertainment services (e.g. premium rate telephone calls or text messages);
“Premium Rate Bar Information”	means the facility to bar access to premium rate information services (e.g. premium rate telephone calls or text messages);
“Pre-Production Capability”	means the capability of the ESN Environments provided in accordance with [REDACTED];
“Prescribed Person”	a legal adviser, an MP, or an appropriate body which a whistle-blower may make a disclosure to as detailed in ‘Whistleblowing: list of prescribed people and bodies’, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies , as updated from time to time;
“Primary Credit Ratings”	means the credit ratings from the Primary Credit Ratings Agency;

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“Primary Credit Ratings Agency”	“means the credit ratings agency identified in Schedule 18 (Financial Distress) that is notified by the Authority (acting reasonably and in good faith) to the Supplier from time to time as the ‘Primary Credit Ratings Agency’, and which shall at the Effective Date be Dun & Bradstreet”
“Primary Group”	means the Group selected by the User (and affiliated to by the Device) on which the User conducts the majority of their MCX communication activities, as opposed to Scanned Groups which, when enabled, are Groups that are additionally monitored by the User in a secondary, lower priority capacity;
“Primary UOs”	means the subset of User Organisations that must transition to ESN prior to [REDACTED]
“Prioritised Bearer”	means any Bearer with Allocation and Retention Priority and/or quality of service class identifier (QCI) values set to provide priority above standard settings used for general traffic;
“Priority Level”	the speed in which a Test Defect needs to be fixed as described in Annex 1 of Schedule 14 (Testing and Assurance Procedures);
“Private Branch Exchange” or “PBX”	in the context of ESN, a PBX is part of each User Organisation’s private telephony service, providing “in-house” telephony, usually with interfaces to the PSTN (Public Switched Telephone Network) to enable incoming and outgoing calls to the outside world. If the User Organisation’s PBX is connected to an ESN PTN Gateway, the User Organisation’s Users will be able to make telephone calls to and receive telephone calls from User Organisation telephone extensions and, if configured within the PBX permissions, make calls to and receive calls from external telephony users;
“Private Call”	a call between a pair of MCPTT Users using the MCPTT Service with MCPTT Floor Control (as defined in [REDACTED])

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“Private Telephone Network” or “PTN”	a telephone system within an enterprise, in which a closed group of telephones are connected primarily to each other. The Private Telephone Network switches calls between users on local lines, and uses a PTN Gateway to reach the outside world. In the context of ESN, it means a private telephone network provided by the Supplier in order to provide the Private Telephony Call service for Users, or a private telephone network belonging to a User Organisation or other body;
“Private Telephony Call”	the service provided by the Supplier that supports one-to-one full duplex (i.e., without floor control) Private Call between two Users, or between a User and a user of telephony services within a User Organisation (where the User Organisation has opted for an ESN PTN Gateway service), with hook signalling (i.e. manual commencement);
“Problem”	means, in the context of Problem Management, a cause or potential cause of one or more Service Incidents;
“Problem Management”	means the Supplier’s obligations set out in <div style="background-color: black; height: 1.2em; width: 100%; margin-bottom: 2px;"></div> <div style="background-color: black; height: 1.2em; width: 100%;"></div>
“Process”	means any operation which is performed on data, whether or not by automated means, including collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction;
“Processor”	has the meaning given to it under the UK GDPR or the EU GDPR as the context requires;
“Processor Personnel”	means all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub-processor engaged in the performance of its obligations under this Contract;

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“Product Backlog”	the list, maintained by the Supplier, of features which are under consideration by the Supplier but have not yet been incorporated into the Product Feature Roadmap, as set out in [REDACTED] [REDACTED]
“Product Feature Roadmap”	the Supplier provided and maintained forecast of the features to be provided in releases of the MCX Solution for at least the forthcoming 24 months in the future, with expected release dates and status for each feature, as set out [REDACTED] [REDACTED]
"Product Lifecycle Management"	means a product management process that uses an agreed, comprehensive framework to manage a product through all phases of the product life cycle;
“Product Management”	means the function responsible for the development and management of ESN Products from concept through to withdrawal, as set out in [REDACTED] [REDACTED]
“Production Environment”	means the Supplier's environment (including data centres, servers, software, management tools, networks, the ESN Service Desk and Supplier operations centre) used to host and manage the Services for operational use and which provides connectivity to Other ESN Suppliers and provides live ESN Services to Users;
“Production RAN”	means the live, operational implementation of the Radio Access Network;
“Production Support Capability”	means the capability of the ESN Environments provided in accordance with [REDACTED] [REDACTED]
“Profit Already Paid”	the Supplier Profit paid or payable to the Supplier under this Contract for the period from the Effective Date up to (and including) the Termination Date;

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“Programme and Project Management Methodologies”	means the methodologies used by the Supplier when executing their programme and project management activities in order to deliver the Services, as set out in [REDACTED]
“Programme Board”	the body described in Paragraph 5 and Annex 4 of Schedule 21 (Governance) and as shown in Annex 1 (Programme Governance Structure) of that Schedule;
“Programme Director”	means as the context requires, the programme director of the Supplier and/or the Authority as set out in Paragraph 2.1 of Schedule 21 (Governance);
“Programme Manager”	a named and accountable manager of the programme, provided by the Supplier;
“Programme Operations Board”	the body accountable for the management of the programme, holding the programme functions to account for: complying with governance processes; operating within budgets; managing commercial relationships; developing capability; and managing resource levels, as identified in Annex 1 of Schedule 21 (Governance);
“Progressive Web Application”	progressive web applications are web applications that use modern web capabilities to deliver an app-like user experience. They evolve from pages in browser tabs to immersive, top-level apps;
“Prohibited Act”	<p>(a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:</p> <p>(i) induce that person to perform improperly a relevant function or activity; or</p> <p>(ii) reward that person for improper performance of a relevant function or activity;</p> <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in</p>

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	<p>connection with this Contract;</p> <p>(c) an offence:</p> <p>(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);</p> <p>(ii) under legislation or common law concerning fraudulent acts; or</p> <p>(iii) defrauding, attempting to defraud or conspiring to defraud the Authority (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017);</p> <p>or</p> <p>(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
“Project Specific IPRs”	<p>(a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>(b) Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under this Contract; but shall not include the Supplier Background IPRs (or that of its Sub-contractors) or the Specially Written Software;</p>
“Projects Review Board” or “PRB”	the body described in Paragraph 6 of Annex 1 and Annex 4 of Schedule 21 (Governance);
“Protective Measures”	appropriate technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of

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	such measures adopted by it, including those outlined in Schedule 5 (Security Management);
“Protective Monitoring”	means a set of business processes, with essential support technology, that need to be put into place in order to oversee how information and communications technology (ICT) systems are used, or abused, and to assure user accountability for their use of ICT facilities;
“Provision of SIMs, Numbering and Associated Services”	means the services described in [REDACTED]
“PSTN”	has the meaning set out at the definition “Public Switched Telephone Network”;
“PTN”	has the meaning set out at the definition “Private Telephone Network”;
“PTN Gateway”	means a physical/logical instance of the Supplier’s PTN (SIP) interface delivered to a User Organisation site, for connection to the User Organisation’s own PBX/PTN, to facilitate Private Telephony Calls between Users and users of telephony services within a User Organisation;
“Public Application Store”	an application distribution platform with a search enabled digital storefront offering public end users the opportunity to acquire applications according to their needs and their own particular device or Operating System, for example, the Google Play Store for Android devices or App Store for iOS devices;
“Public Sector Dependent Supplier”	means a supplier where that supplier, or that supplier’s group has Annual Revenue of [REDACTED] is generated from UK Public Sector Business;
“Public Switched Telephone Network” or “PSTN”	means the UK national telephone network;
“Publishable Performance Information”	means any of the information in the Performance Monitoring Report, as it relates to

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	a Performance Indicator where it is expressed as publishable in Paragraph 2 of Part 1 of Annex 1 of Schedule 3 (Performance Levels), shall not constitute Commercially Sensitive Information;
“Purple Team Exercise”	a collaborative cybersecurity assessment where a red team (offensive) and blue team (defensive) work together. The red team simulates attacks, while the blue team defends. This collaboration helps improve security by identifying weaknesses and enhancing response capabilities;
“QCI”	means the 3GPP term as defined in [REDACTED]
“Quality Plans”	has the meaning given in Clause 6.1 (Quality Plans);
“Quarter”	the first three Service Periods and each subsequent three Service Periods (save that the final Quarter shall end on the date of termination or expiry of this Contract);
“Quarterly Contract Report”	the quarterly report to be provided by the Supplier to the Authority pursuant to Paragraph 1 of Part B of Schedule 19 (Financial Reports and Audit Rights) [REDACTED]
“Quote”	means a quote from the Supplier or an Other ESN Supplier in response to the request from the Authority for a Technical Impact Assessment in respect of [REDACTED]
“Radio Access Network” or “RAN”	means the radio access network provided by the MS Supplier;
“RAN”	has the meaning set out at the definition “Radio Access Network”;
“Rating Agencies”	the rating agencies listed in Annex 1 of Schedule 18 (Financial Distress);
“Receiving Party”	the Party which receives a proposed Change Authorisation Note for signature pursuant to Paragraph 8.2 of Schedule 22 (Change Control Procedure);

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“Recipient”	has the meaning given in Clause 19.1 (Confidentiality);
“Reconciled Activity Reports”	has the meaning given in [REDACTED]
“Records”	has the meaning given in Paragraph 4.1 of Schedule 24 (Reports and Records Provisions));
“Recovery Point Objective”	measures the amount of irrecoverable System Data loss for a particular Service as a result of a Service Incident. The Services in scope of this measure are listed in Annex F of Schedule 2 (Services Description);
“Recovery Point Objective Priority”	for a Service means the relative priority of the Recovery Point Objective for that Service, [REDACTED] [REDACTED] [REDACTED]
“Rectification Plan”	a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default;
“Rectification Plan Failure”	<p>(a) the Supplier failing to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in Clauses 25.4 (Submission of the draft Rectification Plan) or 25.8 (Agreement of the Rectification Plan);</p> <p>(b) the Authority, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Supplier, pursuant to Clause 25.7 (Agreement of the Rectification Plan);</p> <p>(c) the Supplier failing to rectify a material Default within the later of:</p> <ul style="list-style-type: none"> (i) 30 Working Days of a notification made pursuant to Clause 25.2 (Notification); and (ii) where the Parties have agreed a Rectification Plan in respect of that material Default and the Supplier can demonstrate that it

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	<p>is implementing the Rectification Plan in good faith, the date specified in the Rectification Plan by which the Supplier must rectify the material Default;</p> <p>(d) a Material KPI Failure re-occurring in respect of the same Key Performance Indicator for the same (or substantially the same) root cause in [REDACTED] [REDACTED] [REDACTED]</p> <p>(e) the Supplier not Achieving a Key Milestone by the expiry of the Delay Deduction Period;</p> <p>(f) following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of [REDACTED] [REDACTED] [REDACTED]</p> <p>(g) the Supplier failing to comply with any of its obligations under Clause 25 (Rectification Plan Process);</p>
“Rectification Plan Process”	the process set out in Clauses 25.4 (Submission of the draft Rectification Plan) to 25.9 (Agreement of the Rectification Plan);
“Red Team Exercise”	<p>means activities conducted by a team or group of people authorised and organised to emulate a potential adversary’s attack or exploitation capabilities against an organisation’s security posture. [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]</p>
“Redundancy Costs”	<p>the total sum of any of the following sums paid to Applicable Supplier Personnel, each amount apportioned between the Supplier and the Authority based on the time spent by such employee on the Services as a proportion of the total Service duration:</p> <p>(a) any statutory redundancy payment; and</p>

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	(b) in respect of any Retained Woodwork Employee, any contractual redundancy payment (or where such a contractual benefit on redundancy is a benefit payable from a pension scheme, the increase in cost to the Supplier as a net present value compared to the benefit payable on termination of employment without redundancy), provided that such employee was entitled to such contractual redundancy payment immediately prior to his or her transfer to the Supplier under the Employment Regulations;
“Reference Handheld Devices”	means the Devices provided in accordance with the provisions of [REDACTED] [REDACTED]
“Registers”	the registers and configuration management databases referred to in Paragraphs 2.1(a) and 2.1(b) of Schedule 25 (Exit Management);
“Regression Testing”	means as defined in the ISTQB Glossary of Terms;
“Regroup Group”	means a temporary Group formed by combining multiple Groups as a result of a Group Regroup command;

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“Reimbursable Expenses”	<p>reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Authority's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> (a) travel expenses incurred as a result of Supplier Personnel travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Authority otherwise agrees in advance in writing; and (b) subsistence expenses incurred by Supplier Personnel whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
“Related Service Provider”	means any person or organisation which provides services to the Authority in relation to this Contract;
“Related Third Party”	<p>a party to:</p> <ul style="list-style-type: none"> (a) another contract with the Authority or the Supplier which is relevant to this Contract; or (b) a Sub-contract;
“Release and Deployment Management”	means the Supplier's process for release and deployment management established in accordance with the provisions of [REDACTED]
“Release and Deployment Plan”	means the Supplier's plan for releases and deployment produced in accordance with the Release and Deployment Management process;
“Release Definition Document”	means a document to scope and manage a release into the Production Environment, as further set out in [REDACTED]

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“Release Policy”	means the Supplier’s policy for releases captured within the ESN Service Management Framework in accordance with [REDACTED]
“Relevant Authorities”	has the meaning set out at the definition “Relevant Authority”;
“Relevant Authority” or “Relevant Authorities”	means the Authority and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;
“Relevant IPRs”	IPRs used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority or a third party in the fulfilment of the Supplier’s obligations under this Contract including IPRs in the Specially Written Software, the Supplier Non-COTS Software, the Supplier Non-COTS Background IPRs, the Third Party Non-COTS Software and the Third Party Non-COTS IPRs but excluding any IPRs in the Authority Software, the Authority Background IPRs, the Supplier COTS Software, the Supplier COTS Background IPRS, the Third Party COTS Software and/or the Third Party COTS IPRs;
“Relevant Preceding Services”	has the meaning given in Clause 5.2(b)(ii) (Standard of Services);
“Relevant Requirements”	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
“Relevant Tax Authority”	HMRC, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;
“Relevant Transfer”	a transfer of employment to which the Employment Regulations applies;
“Relief Notice”	has the meaning given in Clause 29.2 (Authority Cause);
“Remedial Adviser”	the person appointed pursuant to Clause 27.2 (Remedial Adviser);

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“Remedial Adviser Failure”	has the meaning given in Clause 27.6 (Remedial Adviser);
“Remediation Action Plan”	means documented steps or activities, with timeline, required to reduce or mitigate risk of an identified security issue(s), [REDACTED] [REDACTED] [REDACTED]
“Remediation Notice”	means formal, written notice by the Authority to the Supplier in relation to an objection, issue or non-compliance with security requirements;
“Remote Ambient Listening”	means an Ambient Listening call that is initiated by [REDACTED] [REDACTED]) [REDACTED] [REDACTED]
“Remote Emergency Call Cancellation”	means the ability for a User or Control Room Endpoint, with configured permissions, to either a) remotely cancel another User’s Emergency State and associated Emergency Call, or b) cancel the Emergency State of a Group resulting in any associated Emergency Call being downgraded to normal priority call level;
“Remote Emergency Call Initiation”	means the ability for a User or Control Room Endpoint, with configured permissions, to remotely initiate the Emergency State and initiate an Emergency Call for another User;
“Remote Group Assign”	means a feature of the MCX Solution that allows remote assignment of Groups, in accordance with the requirements of [REDACTED] [REDACTED]
“Remote SIM Provisioning”	means a solution that satisfies the requirements of [REDACTED] [REDACTED]
“Repeat KPI Failure”	means a Key Performance Indicator that has repeatedly failed as defined in [REDACTED] [REDACTED]

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“Repeat SPI Failure”	means a Subsidiary Performance Indicator that has repeatedly failed as defined in [REDACTED] [REDACTED] [REDACTED]
“Replacement Services”	any services which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination or Partial Termination of this Contract, whether those services are provided by the Authority internally and/or by any third party;
“Replacement Supplier”	any third party service provider of Replacement Services appointed by the Authority from time to time (or where the Authority is providing replacement Services for its own account, the Authority);
“Reporting Solution”	means the Supplier's solution for reporting provided in accordance with the provisions of [REDACTED] [REDACTED]
“Request for Estimate”	a written request sent by the Authority to the Supplier, requiring that the Supplier provide it with an accurate estimate of the Termination Payment and Compensation Payment that would be payable if the Authority exercised its right under Clause 31.1(a) (Termination by the Authority) to terminate this Contract for convenience on a specified Termination Date;
“Request For Information”	a Request for Information under the FOIA or the EIRs;
“Request Management and Fulfilment”	means the Supplier's management and fulfilment of Service Requests carried out in accordance with the provisions of [REDACTED] [REDACTED]
“Request Recipient”	means as defined in Clause 21.24 (Where the Parties are Independent Controllers of Personal Data);
“Requestor”	has the meaning set out in [REDACTED] [REDACTED]

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“Required Action”	has the meaning given in Clause 28.1(a) (Step-In Rights);
“Requirements Traceability Matrix” or “RTM”	means the Supplier document provided in accordance with the provisions of [REDACTED] [REDACTED] which provides traceability of all Authority Requirements to the evidence used to demonstrate that these requirements are met;
“Resilience”	means the ability of the community, area, services, domain, or component to withstand, handle and recover from incidents and emergencies;
“Resolver Group”	means the resource team (Supplier or Other ESN Supplier) which is tasked to take action to resolve a Service Incident;
“Response Time”	has the meaning given in [REDACTED] [REDACTED] [REDACTED]
“Retained Deliverables”	has the meaning given in Clause 32.8(b) (Payments by the Supplier);
“Retained Woodwork Employee”	means any person who is treated as having transferred to the Supplier and/or the Sub-contractor pursuant to Paragraph 2.2 of Part C of Schedule 28 (Staff Transfer);
“Review Report”	has the meaning given in Paragraph 7.2 of Schedule 26 (Service Continuity Plan and Corporate Resolution Planning);
“Risk Appetite”	means the defined level of risk that an organisation, project, operation or system will accept in its pursuit of its mission/vision;

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“Risk Assessment”	means a formal, documented definition of the fundamental risk concept utilised to conduct the risk assessment, how to measure and describe risk including identification of events, consequences, uncertainty and how these may relate to or impact Authority objectives. The risk assessment shall be conducted using a systematic, repeatable, hybrid (e.g., qualitative, and quantitative) approach;
“Risk Management Framework”	means a structured methodology for identifying, classifying, measuring, managing, reporting and treating any risk which affects, or has the potential to affect, planned business activities;
“Risk Register”	the register of risks and contingencies that <div style="background-color: black; height: 1em; width: 100%;"></div> <div style="background-color: black; height: 1em; width: 100%;"></div> <div style="background-color: black; height: 1em; width: 100%;"></div> <div style="background-color: black; height: 1em; width: 100%;"></div>
“Role Based Access Control”	means system access that is typically aligned to organisational structure whereby roles are identified, and system privileges are limited to only those required to perform each specific role;
“Root Cause Analysis”	means the detailed analysis of the failure of a component or a system in order to determine the reason for the failure;
“RTM”	has the meaning set out at the definition “Requirements Traceability Matrix”;
“SABSA”	means Sherwood Applied Business Security Architecture;
“SAC”	has the meaning set out at the definition “Service Acceptance Criteria”;
“Satisfaction Survey”	has the meaning given in Paragraph 5.1 of Part 2 of Annex 1 of Schedule 3 (Performance Levels);

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“Scanned Group”	means a Group that is configured to be monitored by a User when Group Scanning is turned on;
“SDS”	has the meaning set out at the definition “Short Data Service”;
“SD-WAN”	means software-defined wide area network;
“SecDevOps”	means security, development and operations and involves security integration from the earliest stages of the software/system development life cycle with security being of equal priority to the development and operational activities;
“Second Extension Period”	a period of 1 year from the end of the First Extension Period;
“SECRET”	means security classification or marking in accordance with HMG’s Security Classifications Policy;
“Secretariat”	means the person appointed to act as administrator and minute taker of the governance meetings. Duties include room

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	booking, invite and supporting paper issuing and taking of minutes;
“Secure Development Lifecycle”	means tight coupling and integration of security activities into the development life cycle for software and systems;
“Security Asset”	means any system, resource, tool, control or artefact involved in the delivery or realisation of security goals and objectives;
“Security Check”	means personnel background and/or vetting activities as per: https://www.gov.uk/government/publications/united-kingdom-security-vetting-clearance-levels/national-security-vetting-clearance-levels ;
“Security Event”	means a security change that may have an impact on organisational operations including, but not limited to, mission, capabilities, or reputation;
“Security Incident”	<p>means an occurrence that actually or potentially jeopardises the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies. Examples include but are not limited to:</p> <ul style="list-style-type: none"> ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED]
“Security Incident Management Plans”	means an approved set of activities, undertaken by trained staff members, which guides the response to a security incident from detection through to resolution;

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“Security Management Framework”	means a structured and industry recognised standard or reference used by an organisation to identify and manage their business, statutory, regulatory and contractual requirements, in order to systematically and holistically identify, protect and manage security and privacy issues;
“Security Management Plan” or “SMP”	the Supplier’s security management plan as described in [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“Security Operations”	means complimentary collection of associated security activities that help to maintain the ongoing security posture of an organisation. Security Operations typically includes monitoring, maintenance and management of the security aspects of a system, its people, and its processes and ‘situational awareness’ activities;
“Security Requirements”	means the Baseline Security Requirements and the security requirements set out in [REDACTED] [REDACTED]
“Security Strategy”	means a documented plan for security including, but not limited to: <ul style="list-style-type: none"> (a) managing cyber security risk; (b) protecting against cyber-attack; (c) detecting cyber security events; (d) developing key cyber security skills, knowledge and culture; (e) minimising the impact of cyber security incidents;
“Security Test”	means a test that attempts to verify that an implementation protects data and maintains functionality as intended and “Security Testing” shall be construed accordingly;
“Security Test Strategy”	means a documented plan for security testing as [REDACTED] [REDACTED]

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“Serious KPI Failure”	shall be as set out against the relevant Key Performance Indicator in [REDACTED] [REDACTED] [REDACTED]
“Serious SPI Failure”	shall be as set out against the relevant Subsidiary Performance Indicator in [REDACTED] [REDACTED] [REDACTED]
“Service Acceptance Criteria” or “SAC”	statements that describe the functionality that must be delivered for each Emergency Service to accept ESN and begin transition. Service Acceptance Criteria are defined and owned by the Emergency Services;
“Service Availability”	means as set out in [REDACTED] [REDACTED]
“Service Catalogue”	means a catalogue that describes all of the ESN Services that can be ordered as described in [REDACTED] [REDACTED]
“Service Catalogue Item”	means an individual service described within the Service Catalogue;
“Service Catalogue Management”	means the Supplier's management of the Service Catalogue carried out in accordance with the provisions of [REDACTED] [REDACTED]
“Service Change”	any change in the Supplier's operational procedures which in all respects, when implemented: <ul style="list-style-type: none"> (a) will not affect the Charges and will not result in any other costs to the Authority; (b) may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services; (c) will not adversely affect the interfaces or interoperability of the Services with any of the Authority's IT infrastructure; and (d) will not require a change to this Contract;

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“Service Change Conference Call”	has the meaning given in [REDACTED]
“Service Change Freeze”	means a period during which no changes or updates are implemented that affect the ESN Services;
“Service Change Management”	means the Supplier’s management of Service Changes carried out in accordance with the provisions of [REDACTED]
“Service Change Management Policy”	the policy that proposes the approach for controlling the lifecycle of changes to the ESN Service enabling changes to be implemented without disruption to the ESN Service;
“Service Change Process”	means the process for Service Changes as set out in the Service Change Management Policy;
“Service Change Request”	means a request for a Service Change;
“Service Change Request Log”	means a period during which no changes or updates are implemented that affect the ESN Services;
“Service Charges”	the periodic payments made in accordance with Schedule 15 (Charges and Invoicing) in respect of the supply of the Operational Services;
“Service Continuity Plan”	means the plan prepared pursuant to Paragraph 2 of Schedule 26 (Service Continuity Plan and Corporate Resolution Planning) which incorporates the Business Continuity Plan, Disaster Recovery Plan and the Insolvency Continuity Plan;
“Service Continuity Test Report”	means the report of the testing of the Service Continuity Plan as described in Paragraph 8.5 of Schedule 26 (Service Continuity Plan and Corporate Resolution Planning);
“Service Credit Cap”	(a) in the period of 12 months from the first Operational Service Commencement Date to occur after the Effective Date, [REDACTED] of the Estimated Initial Service Charges; and

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	(b) during the remainder of the Term, [REDACTED] of the Service Charges paid and/or due to be paid to the Supplier under this Contract in the period of 12 months immediately preceding the Service Period in respect of which Service Credits are accrued;
“Service Credits”	credits payable by the Supplier due to the occurrence of 1 or more KPI Failures, calculated in accordance with [REDACTED] [REDACTED] [REDACTED]
“Service Downtime”	any period of time during which any of the Services are not Available;
“Service Event Management”	means the Supplier’s management of Events carried out in accordance with the provisions of [REDACTED] [REDACTED]
“Service Hours”	means the Business Hours or Operational Hours during which the relevant Service shall be Available as set out in [REDACTED] [REDACTED]
“Service Incident”	a reported occurrence by the Supplier, the Authority, a User Organisation(s) or Other ESN Suppliers of a failure to deliver any part of the Services or the ESN Services in accordance with the Authority Requirements or the Performance Indicators, or any other unplanned interruption to the ESN Service Management System or Service or ESN Service or a reduction in the quality of any such item or any other failure of any such item;
“Service Incident Assignment Accuracy”	means the Performance Indicator defined in Paragraph 2.4.9 of Part 1 of Annex 1 of Schedule 3 (Performance Levels);
“Service Incident Assignment Time”	means the time at which a Service Incident is assigned to a Resolver Group;
“Service Incident Identification Time”	has the meaning given in Paragraph 4.1 of Part 2 of Annex 1 of Schedule 3 (Performance Levels);

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“Service Incident Log”	A record of Service Incidents created under the Service Incident Management process as described in [REDACTED] [REDACTED]
“Service Incident Logging Time”	has the meaning given in Paragraph 4.8 of [REDACTED] [REDACTED]
“Service Incident Management”	means the Supplier’s management of Service Incidents carried out in accordance with the provisions of [REDACTED] [REDACTED]
“Service Incident Resolution”	has the meaning given in [REDACTED] [REDACTED] [REDACTED]
“Service Incident Resolution Time”	has the meaning given in [REDACTED] [REDACTED]
“Service Integration”	means the orchestration of the end-to-end delivery of the ESN Services, enabling cross-functional and cross-organisational collaboration of Other ESN Suppliers to deliver and support the ESN Services and optimise service quality;
“Service Level Management”	means the Supplier’s management of service levels carried out in accordance with the provisions of [REDACTED] [REDACTED]
“Service Management Organisation Plan”	means the Supplier’s service management organisation structure and how it relates to the operating model defined in the Service Management Strategy as described in [REDACTED] [REDACTED]
“Service Management Processes”	means the ITIL-aligned service management functions for the ESN Services the Supplier will carry out as captured within the ESN Service Management Framework in accordance with [REDACTED] [REDACTED]

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“Service Management Strategy”	shall mean the strategy by which the Supplier shall deliver the ESN Services including the operating model deployed by the Supplier, the organisation design, governance and key people as described in [REDACTED] [REDACTED]
“Service Management Training Strategy”	means the Supplier documented approach to defining training objectives, creating and delivering training, assessing outcomes and ensuring training materials are appropriate to the audience associated with the ESN Service Management System and ESN Service Management Framework provided in accordance with the provisions of Paragraph 9.1.21 of Schedule 2 (Services Description); ;
“Service Operations Board”	the body described in Paragraph 8 and Annex 4 of Schedule 21 (Governance);
“Service Period”	a calendar month, save that: (a) the first service period shall begin on the Effective Date and shall expire at the end of the first calendar month that ends more than ten (10) days after the Effective Date; and (b) the final service period shall commence on the first day of the calendar month in which the Term expires or terminates and shall end on the expiry or termination of the Term;
“Service Points”	in relation to a KPI Failure, the points that are set out against the relevant Key Performance Indicator in the relevant table in [REDACTED] [REDACTED] [REDACTED]
“Service Portfolio Management Strategy”	means the Supplier's strategy for portfolio management captured within the ESN Service Management Framework in accordance with [REDACTED] [REDACTED]
“Service Recipient Project Plan”	means a Service Recipient specific project plan including Gantt Chart developed by the Supplier in collaboration with the Service Recipient that provides details of the Service Recipient's

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	<p>deployment identifying the key phases, activities and timescales associated with:</p> <p>(a) Supplier-led discovery, build and setup, ESN connectivity deployment and verification activities associated with the Service Recipient's connectivity and enrolment on the Supplier's systems, and</p> <p>(b) for User Organisations their subsequent UO ESN Migration;</p>
"Service Recipients"	means recipients of ESN Services;
"Service Reports"	means reports of ESN Services as described in [REDACTED]
"Service Request"	means a formal request from a User for something to be provided as set out in [REDACTED]
"Service Request Fulfilment Efficiency"	means the service and process to be provided by the Supplier pursuant to [REDACTED]
"Service Restoration Time"	has the meaning given in [REDACTED]
"Service Tier"	means the tier of the Service which relates to the amount of Permitted Maintenance in each Service Period, e.g. Tier One Service;
"Service Transfer Date"	has the meaning given in Schedule 28 (Staff Transfer);
"Service Validation and Testing"	means the Supplier's approach to validation and testing of the Services produced in accordance with [REDACTED]
"Services"	any and all of the services to be provided by the Supplier under this Contract, including those set out in Schedule 2 (Services Description);

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“Services Description”	means the description of services as set out in Schedule 2 (Services Description);
“Severe KPI Failure”	shall be as set out against the relevant Key Performance Indicator in [REDACTED] [REDACTED] [REDACTED]
“Severe SPI Failure”	shall be as set out against the relevant Subsidiary Performance Indicator in [REDACTED] [REDACTED] [REDACTED]
“Severity Five Service Incident”	has the meaning given in [REDACTED] [REDACTED] [REDACTED]
“Severity Four Service Incident”	has the meaning given in [REDACTED] [REDACTED] [REDACTED]
“Severity Level”	the level of severity of a Test Defect, the criteria for which are described in Annex [REDACTED] [REDACTED] [REDACTED]
“Severity One Service Incident”	has the meaning given in [REDACTED] [REDACTED] [REDACTED]
“Severity Three Service Incident”	has the meaning given in [REDACTED] [REDACTED] [REDACTED]
“Severity Two Service Incident”	has the meaning given in [REDACTED] [REDACTED] [REDACTED]
“Sharer User Organisation”	means a User Organisation that is listed in Paragraph [REDACTED] [REDACTED]
“Short Data Service” or “SDS”	means the short data service (SDS) feature defined by [REDACTED]
“Shortfall Period”	has the meaning given in Paragraph 6.2 of Schedule 16 (Payments on Termination);
“SIM”	means subscriber identity module;

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“SIM Design Document”	has the meaning given at Paragraph [REDACTED]
“SIM OTA”	has the meaning set out at the definition “SIM Over-The-Air”;
“SIM Over-The-Air” or “SIM OTA”	means the technology used to communicate with, update, and manage a SIM without being connected physically to the SIM (i.e. using wireless communication);
“Single Supplier Board”	the body described in Paragraph 4, [REDACTED] of Schedule 21 (Governance);
“SIRO Panel”	means the Senior Information Risk Owners’ panel typically consisting of Authority and User Organisation security and risk stakeholders;
“Sites”	<p>any premises (including the Authority Premises, the Supplier’s premises or third party premises):</p> <p>(a) from, to or at which:</p> <p>(i) the Services are (or are to be) provided; or</p> <p>(ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or</p> <p>(b) where:</p> <p>(i) any part of the Supplier System is situated; or</p> <p>(ii) any physical interface with the Authority System takes place;</p>
“SLA Jeopardy Management”	means the Supplier’s performance monitoring applied to transactions such as Fix Times or Request Management and Fulfilment and the associated proactive management and interventions as necessary to minimise the risk of any breach of agreed performance targets;

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“SME”	an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises;
“SMP”	has the meaning set out at the definition “Security Management Plan”;
“SMS”	means the "Short Messaging Service" text messaging standard for 3GPP networks;
“Social Value”	the additional social benefits that can be achieved in the delivery of the Contract, set out in the Authority Requirements;
“Social Value KPI”	the Social Value key performance indicator set out in [REDACTED] [REDACTED]
“Social Value Model”	means the framework model as identified under government Procurement Policy Note PPN06/20;
“Software”	Specially Written Software, Supplier Software and Third Party Software;
“Software Bill of Materials”	means a list of all the open source and third-party components present in a codebase;
“Software Intent”	means a software mechanism that supports the process of co-ordinating or navigating between different activities;
“Software Supporting Materials”	has the meaning given in Paragraph 2.1(b) of Schedule 32 (Intellectual Property Rights);
“Source Code”	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
“Special Event Document”	has the meaning given in [REDACTED] [REDACTED]

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“Special Event Planning Meeting”	means a meeting to agree requirements for special events convened in accordance with [REDACTED] [REDACTED]
“Specially Written Software”	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to Supplier Software (other than Supplier COTS Software) or Third Party Software (other than Third Party COTS Software) created specifically for the purposes of this Contract;
“Specific Change in Law”	a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply; or a Change in Law that materially increases any existing or imposes any new taxation or levy on power charges in the UK which has a direct impact upon charges to the Supplier for power usage in data centres for the provision of these Services
“SPI”	has the meaning set out at the definition “Subsidiary Performance Indicator”;
“SPI Failure”	a failure to meet the Minimum Required Performance in respect of a Subsidiary Performance Indicator;
“SPI Repeat Trigger”	is a trigger point that is reached after repeated failure of a Subsidiary Performance Indicator as defined in Paragraph 4.3 of Part A of Schedule 3 (Performance Levels);
“SPI Service Points”	in relation to an SPI Failure, means the points that are set out against the relevant Subsidiary Performance Indicator in the relevant table in [REDACTED] [REDACTED]
“SPI Service Threshold”	shall be as set out against the relevant Subsidiary Performance Indicator in [REDACTED] [REDACTED] [REDACTED]

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“Staff Day”	a minimum of 7.5 staff hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day, and whether or not such hours are worked during normal working hours or out of hours during the night, on weekends or public holidays;
“Staff Grade”	means an identifier assigned to a specific combination of attributes such as skillset, experience, seniority and track record, as set out in the column headed "Staff Grade" in Table 1 of Annex 1 of Schedule 15 (Charges and Invoicing);
“Staffing Information”	has the meaning given in Schedule 28 (Staff Transfer);
“Standard Contractual Clauses”	the European Commission's Standard Contractual Clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 as set out in the Annex to Commission Implementing Decision (EU) 2021/914 as adapted for the UK, or such alternative standard contractual clauses as may be approved by the European Commission or by the UK from time to time;
“Standards”	the standards, policies and/or procedures identified in Schedule 4 (Standards);
“Standards Hub”	the Government’s open and transparent standards adoption process as documented at http://standards.data.gov.uk/ ;
“Statement of Applicability”	means a documented list of controls or control objectives identified by the Supplier as relevant, including those deemed to be out of scope, to the Supplier Solution. This activity is typically aligned to, but not limited by, an industry standard;
“Step-In Notice”	has the meaning given in Clause 28.1 (Step-In Rights);

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"Step-In Trigger Event"	[REDACTED]
"Step-Out Date"	has the meaning given in Clause 28.5(b) (Step-In Rights);
"Step-Out Notice"	has the meaning given in Clause 28.5 (Step-In Rights);
"Step-Out Plan"	has the meaning given in Clause 28.6 (Step-In Rights);
"Strategic Location"	has the meaning given in [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
"Strategic Supplier"	means those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers ;
"Sub-contract"	any contract or agreement (or proposed contract or agreement) between the Supplier (or a Sub-contractor) and any third party whereby that third party agrees to provide to the Supplier (or the Sub-contractor) all or any part of: (a) the Services; or (b) facilities or services which are material for the provision of the Services or any part thereof or necessary for the

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	management, direction or control of the Services or any part thereof;
“Sub-contractor”	any third party with whom: (a) the Supplier enters into a Sub-contract; or (b) a third party under (a) above enters into a Sub-contract, or the servants or agents of that third party;
“Sub-processor”	any third party appointed to process Personal Data on behalf of the Supplier related to this Contract;
“Subscriber Access Class”	means the 'Access Class' for equipment accessing a network as defined in 3GPP standards;
“Subsidiary Performance Indicator” or “SPI”	the subsidiary performance indicators set out in Paragraph 2 of Part 1 of Annex 1 of Schedule 3 (Performance Levels);
“Subsidiary Undertaking”	has the meaning set out in section 1162 of the Companies Act 2006;
“Successor Body”	has the meaning given in Clause 34.4 (Assignment and Novation);
“Suggested Challenge”	a submission to suggest the adoption of new or emergent standards in the format specified on Standards Hub;
“Supplier Background IPRs”	(a) Intellectual Property Rights owned by the Supplier before the Effective Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or (b) Intellectual Property Rights created by the Supplier independently of this Contract, which in each case is or will be used before or during the Term for designing, testing implementing or providing the Services but

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	excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software;
“Supplier Change Manager”	the person appointed to that position by the Supplier from time to time and notified in writing to the Authority or, if no person is notified, the Supplier Representative;
“Supplier COTS Background IPRs”	any embodiments of Supplier Background IPRs that: <ul style="list-style-type: none"> (a) the Supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and (b) has a Non-trivial Customer Base;
“Supplier COTS Software”	Supplier Software (including open source software) that: <ul style="list-style-type: none"> (a) the Supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and (b) has a Non-trivial Customer Base;
“Supplier Equipment”	the hardware, computer and telecoms devices and equipment used by the Supplier or its Sub-contractors (but not hired, leased or loaned from the Authority) for the provision of the Services;
“Supplier Group”	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
“Supplier Management”	has the meaning given in P [REDACTED] [REDACTED]
“Supplier Non-COTS Background IPRs”	any embodiments of Supplier Background IPRs that have been delivered by the Supplier to the Authority and that are not Supplier COTS Background IPRs;

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“Supplier Non-COTS Software”	Supplier Software that is not Supplier COTS Software;
“Supplier Non-Performance”	has the meaning given in Clause 29.1 (Authority Cause);
“Supplier Personnel”	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance of the Supplier’s obligations under this Contract;
“Supplier Profit”	in relation to a period or a Milestone (as the context requires), the difference between the total Charges (in nominal cash flow terms but excluding any Deductions) and total Costs (in nominal cash flow terms) for the relevant period or in relation to the relevant Milestone;
“Supplier Profit Margin”	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
“Supplier Representative”	the representative appointed by the Supplier pursuant to Clause 11.3 (Representatives);
“Supplier Request”	a notice served by the Supplier requesting that the Dispute be treated as a Multi-Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Party Dispute Resolution Procedure in respect of that Dispute;
“Supplier Software”	software which is proprietary to the Supplier (or an Affiliate of the Supplier) and which is or will be used by the Supplier for the purposes of providing the Services, including the software specified as such in Paragraph 2 of Schedule 12 (Software) and any modifications or enhancements to Supplier Software other than modifications or enhancements which constitute Specially Written Software;

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“Supplier's Board”	means the Supplier's board of directors;
“Supplier's Proposals”	means as described at Paragraph 7.2.3 of Schedule 26 (Service Continuity Plan and Corporate Resolution Planning);
“Supply Chain Transparency Report”	means the report provided by the Supplier to the Authority in the form set out in Annex 4 of Schedule 24 (Reports and Records Provisions);
“Supporting Documentation”	sufficient information in writing to enable the Authority reasonably to assess whether the Charges, Reimbursable Expenses and other sums due from the Authority detailed in the information are properly payable, including copies of any applicable Milestone Achievement Certificates or receipts;
“Surreptitious Threat Mitigation Process”	means guidance as provided by the Centre for the Protection of National Infrastructure (CPNI). Also referred to as STaMP;
“System Data”	comprises all stored system data, including but not limited to, configuration data required to operate and rebuild the Services (such as Supplier Solution configuration data, Fleetmap Configuration and Fleetmap Domain, provisioning, Operational Support System, Business Support System etc.), historical data (such as Event Logs, Operational Data datasets, Usage Data, MCX Charging Data Records, Message Data Records etc.). For the avoidance of doubt this excludes user live data traffic;
“System Integration”	means the integration of the systems necessary to provide the ESN Services in accordance with the requirements of ██ ████████████████████

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“System Manager”	means an authorised User who is granted permissions to perform specified functions via the Self-Service Interface on behalf of User Organisations and or Organisation Groups;
“System Test Capability”	means the capability of the ESN Environments provided in accordance with [REDACTED] [REDACTED]
“System Test Facility”	comprises the System Test Capability, MCX Certification Capability and Model Office Capability;
“Target Cost”	has the meaning given in Paragraph 3.1 of Part A of Schedule 15 (Charges and Invoicing);
“Target Price”	has the meaning given in Paragraph 3.1 of Part A Schedule 15 (Charges and Invoicing);
“Technical Design Authority”	the body described in Paragraph 9 and Annex 4 of Schedule 21 (Governance);
“Technical Impact Assessment”	an assessment of a Change Request in accordance with Paragraph 7 of Schedule 22 (Change Control Procedure) which shall be substantially in the form of Annex 3: Technical Impact Assessment Form to Schedule 22 (Change Control Procedure);
“Technical Impact Assessment Estimate”	has the meaning given in [REDACTED] [REDACTED]
“Technical Implementation Support”	means the support provided by the Supplier in accordance with the provisions [REDACTED] [REDACTED] [REDACTED]

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“Technical Onboarding Testing”	means the verification of the steps and procedures taken by the Supplier and in conjunction with a UO to on-board or transition a User Organisation to ESN as part of the UO Enrolment and Technical Onboarding Service;
“Technical Readiness Assessment”	means the standardised document (‘checklist’) produced by the Supplier for use by the Supplier and Service Recipients that meets the requirements set out in [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“Technical Security Architecture”	means a documented set of physical and logical security-relevant representations of system architecture that conveys information about how the system is partitioned into security domains and makes use of security-relevant elements to enforce security policies within and between security domains based on how data and information is protected;
“Template Group”	[REDACTED] preconfigured group which is intended only to provide configuration for the preconfigured regroup process. [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“Term”	the period commencing on the Effective Date and ending on the expiry of the Initial Term or any Extension Period or on earlier termination of this Contract;
“Termination Assistance Notice”	has the meaning given in Paragraph 6.1 of Schedule 25 (Exit Management);

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“Termination Assistance Period”	in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Services as such period may be extended pursuant to Paragraph 6.2 of Schedule 25 (Exit Management);
“Termination Date”	the date set out in a Termination Notice on which this Contract (or a part of it as the case may be) is to terminate;
“Termination Estimate”	has the meaning given in Paragraph 11.2 of Schedule 16 (Payments on Termination);
“Termination Notice”	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract (or any part thereof) on a specified date and setting out the grounds for termination;
“Termination Payment”	the payment determined in accordance with Schedule 16 (Payments on Termination);
“Termination Services”	the services and activities to be performed by the Supplier pursuant to the Exit Plan, including those activities listed in Annex 1 of Schedule 25 (Exit Management), and any other services required pursuant to the Termination Assistance Notice;
“Test and Verification Environment”	means the environment provided by the Supplier for test and verification purposes in accordance with [REDACTED] [REDACTED] [REDACTED]
“Test and Verification Environment Plan”	means the Supplier's plan to demonstrate how sufficient capacity and capabilities will be made available in the Test and Verification Environment to support planned activities necessary to deliver the ESN Services and to meet the forecast demands on the MCX Certification Service as further described at [REDACTED] [REDACTED]

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“Test Assets”	any product, document, environment, tool (including the contents of the tool) or configuration which is used for the purposes of testing and assurance;
“Test Certificate”	a certificate materially in the form of the document contained in Annex 2 of Schedule 14 (Testing and Assurance Procedures) issued by the Authority when a Deliverable has satisfied its relevant Test Success Criteria;
“Test Completion Report”	a type of Test Report produced at completion of testing that provides an evaluation of the corresponding test items against exit criteria;
“Test Defect”	any variance or non-conformity of a Deliverable from its requirements (such requirements being set out in the relevant Test Success Criteria);
“Test Defect Threshold”	in relation to the Tests applicable to a Milestone, a maximum number of [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“Test Plan”	a plan: (a) for the Testing of Deliverables; and (b) setting out other agreed criteria related to the Achievement of Milestones, as described further in [REDACTED] [REDACTED] [REDACTED]
“Test Reports”	the reports to be produced by the Supplier setting out the results of Tests;
“Test Specification”	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in [REDACTED] [REDACTED]

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“Test Success Criteria”	in relation to a Test, the test success criteria for that Test as referred to in [REDACTED] [REDACTED] [REDACTED]
“Test Witness”	any person appointed by the Authority pursuant to [REDACTED] [REDACTED]
“Testing Quality Audit”	has the meaning given in [REDACTED] [REDACTED] [REDACTED]
“Tests” and “Testing”	any tests required to be carried out under this Contract, as further described in [REDACTED] [REDACTED] [REDACTED]

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“Third Party Auditor”	an independent third party auditor as appointed by the Authority from time to time to confirm the completeness and accuracy of information uploaded to the Electronic Document Management System in accordance with the requirements outlined in Schedule 24 (Reports and Records Provisions);
“Third Party Beneficiary”	has the meaning given in Clause 41.1 (Third Party Rights);
“Third Party Contract”	a contract with a third party entered into by the Supplier exclusively for the purpose of delivering the Services, as listed in Schedule 11 (Third Party Contracts);
“Third Party COTS IPRs”	Third Party IPRs that: <ul style="list-style-type: none"> (a) the supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price; and (b) has a Non-trivial Customer Base;
“Third Party COTS Software”	Third Party Software (including open source software) that: <ul style="list-style-type: none"> (a) the supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price; and (b) has a Non-trivial Customer base;
“Third Party IPRs”	Intellectual Property Rights owned by a third party, but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software, which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services;
“Third Party Non-COTS IPRs”	Third Party IPRs that are not Third Party COTS IPRs;

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“Third Party Non-COTS Software”	Third Party Software that is not Third Party COTS Software;
“Third Party Provisions”	has the meaning given in Clause 41.1 (Third Party Rights);
“Third Party Software”	software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source Software which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services, including the software specified as such in Schedule 12 (Software) and any modifications or enhancements to Third Party Software other than modifications or enhancements which constitute Specially Written Software;
“Threat”	means any circumstance or event with the potential to adversely impact organisational operations (including mission, functions, image, or reputation), organisational assets, or individuals through an information system via unauthorised access, destruction, disclosure, modification of information, and/or denial of service;
“Threat Intelligence”	means the structured process of planning, collecting, analysing and leveraging data to understand threat actor motivations, targets, capabilities and methodologies in order to support informed decision making and planned security response;
“Threat Model”	is the result of a family of activities for improving security and resilience by identifying threats, defining counter measures to prevent and/or to mitigate the effects of threats to the system;
“Threat Scenario”	means a detailed chronological and functional description of an actual or hypothetical threat intended to facilitate risk analysis by creating a confirmed relationship between an Asset of value and a threat actor having motivation toward that asset and having the capability to exploit a vulnerability found in the same asset;

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“Tier One Services”	means all of those Services listed in [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“Tier Three Services”	means all of those Services listed in [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“Tier Two Services”	means all of those Services listed in [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“Time and Materials”	means the pricing mechanism as further set out in Paragraph 2 of Part A of Schedule 15 (Charges and Invoicing);
“TOGAF”	means The Open Group Architecture Framework;
“TOP SECRET”	means security classification or marking in accordance with HMG’s Security Classifications Policy;
“Total Costs Incurred”	the Costs incurred by the Supplier up to the Termination Date in the performance of this Contract and detailed in the Financial Model (but excluding Contract Breakage Costs, Redundancy Costs and any costs the Supplier would not otherwise be able to recover through the Charges) less any Deductions up to (and including) the Termination Date;
“Traffic Flows”	means the description of the end-to-end flow of control plane and media plane signalling messages generated by end users engaging with ESN Services;

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“Training Administrator”	means a User authorised to administer the Training Environment or a UO Training Environment;
“Training Environment”	means the environment provided by the Supplier for training purposes in accordance with [REDACTED] [REDACTED]
“Transferable Assets”	those of the Exclusive Assets which are capable of legal transfer to the Authority or any Replacement Supplier;
“Transferable Contracts”	the Sub-contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Authority or any Replacement Supplier to perform the Services or the Replacement Services, including in relation to licences all relevant Documentation;
“Transferring Assets”	has the meaning given in Paragraph 7.2(a) of Schedule 25 (Exit Management);
“Transferring Contract”	has the meaning given in Paragraph 7.2(b) of Schedule 25 (Exit Management);
“Transferring Supplier Employees”	has the meaning given in Schedule 28 (Staff Transfer);
“Transition”	means the phase of Deployment in which User Organisations will roll-out and embed the ESN technologies and services, supported by the Supplier. [REDACTED] [REDACTED] [REDACTED] [REDACTED]
“Transition Group”	a construct used for Interworking between [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

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“Transparency Information”	has the meaning given in Clause 20.1 (Transparency and Freedom of Information);
“Transparency Reports”	has the meaning given in Paragraph 2 and Annex 1 of Schedule 24 (Reports and Records Provisions);
“TVDPI”	means the Android term ‘tvdpi’ which describes the pixel density;
“UE”	has the meaning set out at the definition “User Equipment”;
“UI”	has the meaning set out at the definition “User Interface”;
“UK”	the United Kingdom;
“UK Adequacy Decision”	as defined in Clause 21.29;
“UK GDPR”	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4) of the DPA 2018;
“UK Public Sector Business”	means any goods, service or works provision to UK public sector bodies, including Crown Bodies and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations;
“Unacceptable KPI Failure”	the Supplier failing to achieve the KPI Service Threshold in respect of more than [REDACTED] [REDACTED] in that Service Period;
“Unconnected Sub-contract”	any contract or agreement which is not a Sub-contract and is between the Supplier and a third party (which is not an Affiliate of the Supplier) and is a qualifying contract under regulation 6 of The Reporting on Payment Practices and Performance Regulations 2017;
“Unconnected Sub-contractor”	any third party with whom the Supplier enters into an Unconnected Sub-contract;

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“Unrecovered Costs”	the Costs incurred by the Supplier in the performance of this Contract (as summarised in the Financial Model) to the extent that the same remain at the Termination Date to be recovered through Charges that but for the termination of this Contract would have been payable by the Authority after the Termination Date in accordance with Schedule 15 (Charges and Invoicing) as such Costs and Charges are forecast in the Financial Model;
“Unrecovered Payment”	an amount equal to the lower of: (a) the sum of the Unrecovered Costs and the Unrecovered Profit; and (b) the amount specified in Paragraph 4 of Schedule 16 (Payments on Termination);
“Unrecovered Profit”	(Total Costs Incurred x Anticipated Contract Life Profit Margin) - Profit Already Paid + Milestone Retentions remaining unpaid at the Termination Date;
“UO”	has the meaning set out at the definition “User Organisation”;
“UO Delivery Point”	means a location where access to the Services is provided via the interfaces described in ██ ████████████████████
“UO Enrolment and Technical Onboarding Service”	means the Service provided by the Supplier to meet the requirements of ██████████ 4.2 of Schedule 2 (Services Description);
“UO ESN Migration”	means the User Organisation led activities to migrate their Users, Control Room Systems and other User Organisation systems and services from Airwave to ESN as part of Transition;
“UO Interface”	means all of the interfaces defined in Paragraph ██████████ that are provided at a UO Delivery Point;
“UO Services”	has the meaning given in Paragraph 1.2 of Schedule 33 (ESN User Organisation Purchases);

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“UO Technical Ready for Service”	means the point in time when a User Organisation (or Service Recipient) has been successfully enrolled on the Supplier’s systems, technically onboarded and connected to ESN and the Technical Onboarding Testing has verified that they can access the ESN Services and are ready, if they chose, to commence their UO ESN Migration (or as a Service Recipient access the applicable ESN Services);
“UO Training Environment”	has the meaning given in [REDACTED] [REDACTED]
“Update Requirement”	means the occurrence of an event detailed in (Annex 3 of Schedule 24 (Reports and Records Provisions) which requires the Supplier to update the relevant information hosted on the Electronic Document Management System;
“Updates”	in relation to any Software and/or any Deliverable means a version of such item which has been produced primarily to overcome Defects in, or to improve the operation of, that item;
“Upgrades”	any patch, New Release or upgrade of Software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications, but excluding any update which the Supplier or a third party software supplier (or any Affiliate of the Supplier or any third party) releases during the Term;
“Upper Quartile”	the top 25% of instances of provision of a Comparable Service by members of the Comparison Group ranked by best value for money to the recipients of that Comparable Service;
“Urgent Contract Change”	means a Contract Change determined by the Authority to require to be expedited as set out in Paragraph 13 of Schedule 22 (Change Control Procedure);

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“Usage Data”	means information describing the usage of the Services or the ESN Services by Users, including [REDACTED] [REDACTED] [REDACTED]
“USB API”	has the meaning given in [REDACTED] [REDACTED] to Schedule 2 (Services Description);
“User”	any person authorised by the Authority to use the Supplier Solution and/or the Services;
“User Acceptance Testing”	means as defined in the ISTQB Glossary of Terms;
“User Call Event Record”	has the meaning given in [REDACTED] [REDACTED]
“User Data”	means User data and information assets of a User Organisation;
“User Device Type Approval Service”	means the MS Supplier's service for type approval of Devices;
“User Equipment” or “UE”	means User Equipment as defined by 3GPP;
“User Event Record”	has the meaning given in [REDACTED] [REDACTED]
“User Events”	has the meaning given in [REDACTED] [REDACTED] [REDACTED]
“User Experience”	means how a user interacts with and experiences a product, system or service;
“User Interface” or “UI”	means interface elements such as a screen and keypad that a User uses to interact with software-based services;
“User MCX Mode”	an MCX Client account mode in which the MCX Client shall prompt a User to enter log on credentials as described in [REDACTED] [REDACTED]
“User Organisation” or “UO”	the organisations permitted to use the ESN Services, set out in [REDACTED]

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	<p>[REDACTED]</p> <p>[REDACTED]</p>
“User Organisation Data”	<p>(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <ul style="list-style-type: none"> (i) supplied to the Supplier by or on behalf of the User Organisation; and/or (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Contract; or <p>(b) any Personal Data for which the User Organisation is the Controller;</p>
“User Organisation Order Contract”	has the meaning given in Schedule 33 (ESN User Organisation Purchases);
“User Profile”	<p>a profile which defines the set of information that allows a User to access [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
“User Representative Bodies”	means national organisations which represent multiple organisations for the same Emergency Service and/or devolved administration, e.g. Police and Operational Communications in Policing (OCIP);

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“US-MS Interface”	means the boundary between the MS Supplier’s networks and the Supplier’s networks which contains the collective communications pathways for the exchange of signalling and User Data;
“Valid”	in respect of an Assurance, has the meaning given to it in Paragraph 2.7 of Part B of Schedule 26 (Service Continuity Plan Corporate Resolution Planning);
“VAT”	value added tax as provided for in the Value Added Tax Act 1994;
“VCSE”	means a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
“Vehicle Coverage”	means the geographical area where a vehicle-fitted Device can access the Communications Services based upon the Device characteristics and performance criteria specified in the MS Supplier’s contract with the Authority;
“Verification Period”	in relation to an Allowable Assumption, the period from (and including) the Effective Date to (and including) the date at which the relevant Allowable Assumption expires, as set out against the relevant Allowable Assumption in column 11 in the table in Annex 5 of Schedule 15 (Charges and Invoicing);
“VoLTE”	means the "Voice over LTE" standard for voice calls on 3GPP networks;
“VoLTE Short Message Service”	means the short messaging service used with VoLTE as defined in the 3GPP standards;
“Volume Based”	means the pricing mechanism as further set out in Paragraph 6 of Part A of Schedule 15 (Charges and Invoicing);
“Volume Based Services Charges”	means those Service Charges as detailed in in Paragraph 6 of Part A of Schedule 15 (Charges and Invoicing);

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“VoNR”	means the 5G "Voice over New Radio" standard for voice calls on 3GPP networks;
“Websocket”	means the computer communications protocol of the same name providing simultaneous two-way communication channels over a single transmission control protocol connection;
“Wi-Fi”	means the wireless network protocols based on IEEE 802.11 standards;
“Working Day”	any day other than a Saturday, Sunday or public holiday in England and Wales; and
“XCAP”	means XML (Extensible Markup Language) Configuration Access Protocol.