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	which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
“Comparable Supply”	the supply of goods and services to another customer of the Supplier that are the same or similar to any of the Goods and Services;
“Compensation for Unacceptable KPI Failure”	has the meaning given in Clause 7.4(a) (<i>Unacceptable KPI Failure</i>);
“Compensation Payment”	has the meaning given in Paragraph 1.1 of Schedule 7.2 (<i>Payments on Termination</i>);
“Condition Precedent”	has the meaning given in Clause 4.4 (<i>Condition Precedent</i>);
“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 Agreement that relates to:</p> <ul style="list-style-type: none"> (i) the Disclosing Party Group; or (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party Group <p>(b) other Information provided by the Disclosing Party pursuant to or in anticipation of this Agreement that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient’s attention or into the Recipient’s possession in connection with this Agreement;</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 Agreement and all matters arising therefrom; and</p> <p>(d) Information derived from any of the above, but not including any Information which:</p> <ul style="list-style-type: none"> (i) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party; (ii) the Recipient obtained on a non- confidential basis from a third party who is not, to the Recipient’s knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient; (iii) was already generally available and in the public domain at the time of disclosure otherwise than by a Default or breach of a duty of confidentiality; (iv) was independently developed without access to the Confidential Information; or (v) relates to the Supplier’s: <ul style="list-style-type: none"> (1) performance under this Agreement; or

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	(2) failure to pay any Sub-contractor as required pursuant to Clause 15.13(a) (<i>Supply Chain Protection</i>);
“Connectivity Services”	has the meaning given in Paragraph 2.5.1(a)(iv) of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“Connectivity Services Charges”	means the Charges more particularly described in Paragraph 2.5.1(c)(iv) of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“Consortium Member”	<p>each of the following entities:</p> <ul style="list-style-type: none"> (a) the Supplier; (b) [insert]; (c) [insert]; and (d) [insert]; <p><i>Note: as per Clause 1.8, there are no Consortium Members as at the Effective Date. If, however, Consortium Members are added in the future by the Parties through the Change Control Procedure, this definition would need to be populated.</i></p>
“Constraints”	the provisions set out in Annex 5 of Schedule 6.1 (<i>Implementation Plan</i>);
“Contract Change”	any change to this Agreement other than changes raised as an Operational Changes or Work Requests;
“Contract Change Request”	has the meaning given to it Schedule 8.2 (<i>Change Control Procedure</i>);
“Contract Inception Report” (or “CIR”)	the initial financial model in a form agreed by the Supplier and the Authority in writing on or before the Effective Date;
“Contracts Finder”	the online government portal which allows suppliers to search for information about contracts worth over £10,000 (excluding VAT) as prescribed by Part 4 of the Public Contract Regulations 2015;
“Contract Year”	<ul style="list-style-type: none"> (a) a period of twelve (12) months commencing on the Effective Date; or (b) thereafter a period of twelve (12) months commencing on each anniversary of the Effective Date; <p>provided that the final Contract Year shall end on the expiry or termination of the Term;</p>
“Control”	the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “ Controls ” and “ Controlled ” shall be interpreted accordingly;
“Controller”	has the meaning given in the GDPR;
“Corporate Change Event”	<p>means:</p> <ul style="list-style-type: none"> (a) any change of Control of the Supplier, any Other Consortium Member or a Parent Undertaking of the Supplier or any Other Consortium Member;

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	<p>(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 provision of the Goods and Services;</p> <p>(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 provision of the Goods and Services;</p> <p>(d) a Class 1 Transaction taking place in relation to the shares of the Supplier, any Other Consortium Member or any Parent Undertaking of the Supplier 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, any Other Consortium Member or any Parent Undertaking of the Supplier;</p> <p>(f) payment of dividends by the Supplier, any Other Consortium Member or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier, any Other Consortium Member or the ultimate Parent Undertaking of the Supplier Group respectively in any twelve (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 Resolution Planning Information” or “CRP Information”	<p>means, together, the:</p> <p>(a) Group Structure Information and Resolution Commentary; and</p> <p>(b) UK Public Sector and CNI Contract Information;</p>
“Costs”	has the meaning given in Schedule 7.1 (<i>Charges and Invoicing</i>);
“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 Schedule 6.2 (<i>Testing Procedures</i>);
“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:

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	<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>
“Critical Performance Failure”	<p>means, in relation to:</p> <p>(a) those KPIs listed in Annex 1 to Schedule 2.2 (<i>Performance Levels</i>), including Service Desk and End User Compute, SOC, Network and Managed Print, the Supplier accruing (in aggregate):</p> <p>(i) 207 (or more) Service Points in any two consecutive Service Periods; or</p> <p>(ii) 414 (or more) Service Points in any three Service Periods in any rolling Measurement Period; or</p> <p>(b) the KPI 5.2 (P1 KPI) the Supplier accruing (in aggregate):</p> <p>(i) 200 (or more) Service Points in any two consecutive Service Periods; or</p> <p>(ii) 400 (or more) Service Points in any three Service Periods in any rolling Measurement Period; or</p> <p>(c) the Supplier accruing Service Credits or any Compensation for Unacceptable KPI Failure which either meets or exceeds the Service Credit Cap at any time;</p>
“Critical Service Contract”	means the overall status of the Services provided under this Agreement as determined by the Authority and specified in paragraph 11.1 of Part B to Schedule 8.6 (<i>Service Continuity Plan and Corporate Resolution Planning</i>);
“CRTPA”	the Contracts (Rights of Third Parties) Act 1999;
“Data Loss Event”	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Protection Impact Assessment”	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	<p>(a) the UK GDPR;</p> <p>(b) the DPA;</p> <p>(c) the EU GDPR to the extent it may be applicable to any Personal Data processed pursuant to this Agreement;</p> <p>(d) all applicable Law about the processing of personal data and privacy;</p> <p>as updated, superseded or replaced from the time to time;</p>
“Data Subject”	has the meaning given in the DPA;

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“Data Subject Request”	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to their Personal Data;
“Deductions”	all Service Credits, Compensation for Unacceptable KPI Failure, Delay Payments or any other deduction which is paid or payable to the Authority under this Agreement;
“Default”	<p>any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement:</p> <p>(a) in the case of the Authority, of its employees, servants, agents; or</p> <p>(b) in the case of the Supplier, of its Sub-contractors or any Supplier Personnel,</p> <p>in connection with or in relation to the subject- matter of this Agreement and in respect of which such Party is liable to the other;</p>
“Defect”	<p>(a) any error, damage or defect in the manufacturing of any Good or Deliverable; or</p> <p>(b) any error or failure of code within the Software which causes a Good or Deliverable to malfunction or to produce unintelligible or incorrect results; or</p> <p>(c) any failure of any Good or 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 Good or 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 Good or Deliverable from meeting its associated Test Success Criteria;</p> <p>(e) 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 three (3) months commencing on the relevant Milestone Date;
“Delay Payments”	the amounts payable by the Supplier to the Authority in respect of a Delay in Achieving a Key Milestone as specified in Schedule 7.1 (<i>Charges and Invoicing</i>);

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“Deliverable”	an item or feature delivered or to be delivered by the Supplier at or before a Milestone Date or at any other stage during the performance of this Agreement, including a Documentary Deliverable;
“Dependant Parent Undertaking”	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into this Agreement, including for the avoidance of doubt the provision of the Goods and Services in accordance with the terms of this Agreement;
“Deposited Software”	means: (a) if required by the Authority and notified to the Supplier from time to time, all or part of the Specially Written Software; and (b) any Software (excluding the Specially Written Software) identified as such in Schedule 5 (<i>Software</i>), the Source Code of which is to be placed in escrow in accordance with Clause 17.16 (<i>Escrow</i>);
“Detailed Implementation Plan”	the plan developed and revised from time to time in accordance with Paragraphs 3 and 4 of Schedule 6.1 (<i>Implementation Plan</i>);
“DHSC University”	the knowledge repository process as more particularly described in AQ 1.5 (Knowledge Transfer) at Annex 1 to Part B of Schedule 2.1 (<i>Services Description</i>);
“Disclosing Party”	has the meaning given in Clause 22.1 (<i>Confidentiality</i>);
“Disclosing Party Group”	(a) where the Disclosing Party is the Supplier, the Supplier and any Affiliates of the Supplier; and (b) where the Disclosing Party is the Authority, the Authority and any Central Government Body with which the Authority or the Supplier interacts in connection with this Agreement;
“Dispute”	any dispute, difference or question of interpretation arising out of or in connection with this Agreement, including any dispute, difference or question of interpretation relating to the Goods and Services, failure to agree in accordance with the Change Control Procedure or any matter where this Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
“Dispute Notice”	a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
“Dispute Resolution Procedure”	the dispute resolution procedure set out in Schedule 8.3 (<i>Dispute Resolution Procedure</i>);
“Document Approval Procedure”	the approval procedure set out in Part E of Schedule 6.1 (<i>Implementation Plan</i>);
“Documentary Deliverable Matrix” or “DDM”	means the matrix of Documentary Deliverables as more particularly described in Annex 3 of Schedule 6.1 (<i>Implementation Plan</i>);

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“Documentary Deliverables”	<p>the Documentation the Supplier is required to provide under the Agreement, including those listed in:</p> <p>(a) Part E of Schedule 6.1 (<i>Implementation Plan</i>) and as updated periodically to record any changes for the purposes of the delivery of the Goods and Services, in accordance with the process set out in Part E of Schedule 6.1 (<i>Implementation Plan</i>); and</p> <p>(b) Annex 3 of Schedule 8.4 (<i>Reports and Records Provisions</i>);</p>
“Documentation”	<p>descriptions of the Goods and Services and Performance Indicators, details of the Supplier System (including (i) vendors and versions for off-the-shelf components and (ii) Source Code and build information for proprietary components), relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, End User manuals, operating manuals, process definitions and procedures, and all such other documentation as:</p> <p>(a) is required to be supplied by the Supplier to the Authority under this Agreement;</p> <p>(b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Goods and Services;</p> <p>(c) is required by the Supplier in order to provide the Goods and Services; and/or</p> <p>(d) has been or shall be generated for the purpose of providing the Goods and Services,</p> <p>including the Documentary Deliverables;</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>
“DPA”	<p>the Data Protection Act 2018;</p>
“Due Diligence Information”	<p>any information supplied to the Supplier by or on behalf of the Authority prior to the Effective Date;</p>
“Early Start Services”	<p>the Services identified in the table in Paragraph 8 of Annex 2 of Schedule 7.1 (<i>Charges and Invoicing</i>);</p>
“Early Start Services Charges”	<p>means the Charges for the Early Start Services more particularly described in Paragraph 2.8 of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);</p>
“Effective Date”	<p>the later of:</p> <p>(a) the date on which this Agreement is signed by both Parties; and</p>

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	(b) the date on which the Condition Precedent has been satisfied or waived in accordance with Clause 4.4 (<i>Condition Precedent</i>);
“EIRs”	the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Central Government Body in relation to such Regulations;
“Emergency Exit”	has the meaning given to it in Schedule 8.5 (<i>Exit Management</i>);
“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;
“Employee Liabilities”	all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following: (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; (b) unfair, wrongful or constructive dismissal compensation; (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; (d) compensation for less favourable treatment of part-time workers or fixed term employees; (e) outstanding 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 Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
“Employment Regulations”	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive;
“End User”	has the meaning given in Schedule 2.2 (<i>Performance Levels</i>);
“End User Client Device”	has the meaning given in Schedule 2.1 (<i>Services Description</i>);
“End User Computing Charges”	means the Charges more particularly described in Paragraph 2.2 of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);

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“Entry Redundancy Costs”	<p>means the total sum of any of the following sums paid to any Transferring Former Supplier Employee:</p> <ul style="list-style-type: none"> (a) any statutory redundancy payment; (b) 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; (c) any notice pay (to the extent that it was not reasonably practicable for notice to be worked); and (d) salary, benefits and payroll related taxes of the Transferring Former Supplier Employees incurred by the Supplier during the period of four weeks commencing on the Relevant Transfer Date.
“Entry Redundant Staff”	has the meaning given to it in Paragraph 6.1 of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“Estimated Year 1 Charges”	the estimated Charges payable by the Authority during the first Contract Year, as set out in the Financial Model;
“EU Extension Period”	has the meaning given to it in Clause 24.33;
“Euro Compliant”	<p>means that: (i) the introduction of the euro within any part(s) of the UK shall not affect the performance or functionality of any relevant items nor cause such items to malfunction, end abruptly, provide invalid results or adversely affect the Authority’s business; (ii) all currency- reliant and currency-related functions (including all calculations concerning financial data) of any relevant items enable the introduction and operation of the euro; and (iii) in particular each and every relevant item shall, to the extent it performs or relies upon currency-related functions (including all calculations concerning financial data):</p> <ul style="list-style-type: none"> (a) be able to perform all such functions in any number of currencies and/or in euros; (b) during any transition phase applicable to the relevant part(s) of the UK, be able to deal with multiple currencies and, in relation to the euro and the national currency of the relevant part(s) of the UK, dual denominations; (c) recognise accept, display and print all the euro currency symbols and alphanumeric codes which may be adopted by any government and other European Union body in relation to the euro; (d) incorporate protocols for dealing with rounding and currency conversion; (e) recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the national currency of the relevant part(s) of the UK and/or the euro; and (f) permit the input of data in euro and display an outcome in euro where such data, supporting the Authority’s normal business

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	practices, operates in euro and/or the national currency of the relevant part(s) of the UK;
“Evergreen Group”	the body described Paragraph 9 of Schedule 8.1 (<i>Governance</i>)
“Exclusive Supplier Third Party Contract”	a contract with a third party entered into by the Supplier exclusively for the purpose of delivering the Goods and Services under this Agreement, including the third party contracts identified as exclusive in Schedule 4.4 (<i>Third Party Contracts</i>);
“Exit Day”	shall have the meaning in the European Union (Withdrawal) Act 2018;
“Exit Management”	services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Goods and Services from the Supplier to the Authority and/or a Replacement Supplier, as set out or referred to in Schedule 8.5 (<i>Exit Management</i>);
“Exit Plan”	the plan produced and updated by the Supplier during the Term in accordance with Paragraph 5 of Schedule 8.5 (<i>Exit Management</i>);
“Exit Services”	the services and activities to be performed by the Supplier pursuant to the Exit Plan, including those activities listed in Annex 1 of Schedule 8.5 (<i>Exit Management</i>), and any other services required pursuant to the Termination Assistance Notice;
“Exiting Supplier”	means a supplier already engaged by the Authority to provide goods and services to the Authority before the Effective Date that are the same as or substantially similar to the Goods and Services (or any part of the Goods and Services) which are to be provided by the Supplier on and from the Effective Date;
“Exiting Supplier Contract”	means the contract with the Exiting Supplier to provide goods and services to the Authority before the Effective Date that are the same as or substantially similar to the Goods and Services (or any part of the Goods and Services) which are to be provided by the Supplier on and from the Effective Date;
“Expedited Dispute Timetable”	the reduced timetable for the resolution of Disputes set out in Paragraph 3 of Schedule 8.3 (<i>Dispute Resolution Procedure</i>);
“Expert”	has the meaning given in Paragraph 1.1 of Schedule 8.3 (<i>Dispute Resolution Procedure</i>);
“Expert Determination”	the process described in Paragraph 6 of Schedule 8.3 (<i>Dispute Resolution Procedure</i>);
“Extension Period”	a period of up to twelve (12) months as such period is specified in the relevant extension notice from the Authority to the Supplier in accordance with Clause 4.2 (<i>Term</i>);
“E-VIP BYOD Charges”	means the Charges more particularly described in Paragraph 2.2.1(c)(vi) of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“E-VIP BYOD Services”	has the meaning given in Paragraph 2.2.1(a)(vi) of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);

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“E-VIP End Users”	has the meaning given to it in Paragraph 1.1 of Schedule 2.2 (<i>Performance Levels</i>);
“E-VIP Services”	has the meaning given to it in Paragraph 60 of Part A of Schedule 2.1 (<i>Services Description</i>);
“E-VIP Support Services”	has the meaning given in Paragraph 2.2.1(a)(v) of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“E-VIP Support Services Charges”	means the Charges more particularly described in Paragraph 2.2.1(c)(v) of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“Financial Distress Event”	the occurrence of one or more of the events listed in Paragraph 3.1 of Schedule 7.4 (<i>Financial Distress</i>);
“Financial Distress Remediation Plan”	a plan setting out how the Supplier will ensure the continued performance and delivery of the Goods and Services in accordance with this Agreement in the event that a Financial Distress Event occurs;
“Financial Distress Support”	the financial distress support provisions provided as part of the Authority’s Due Diligence Information, otherwise known otherwise as “Contingency Planning – Grab Pack”;
“Financial Model”	has the meaning given in Paragraph 1.1 of Schedule 7.5 (<i>Financial Reports and Audit Rights</i>);
“Financial Reports”	has the meaning given in Paragraph 1.1 of Schedule 7.5 (<i>Financial Reports and Audit Rights</i>);
“Financial Year”	means each twelve (12) month period ending on 31 March;
“Financial Transparency Objectives”	has the meaning given in Paragraph 1.1 of Schedule 7.5 (<i>Financial Reports and Audit Rights</i>);
“First Time Fix”	means any call logged, and resolved by the Service Desk first time, without need for additional expertise, information, or parts;
“FOIA”	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant Central Government Body in relation to such Act;
“Force Majeure Event”	any event outside the reasonable control of either Party affecting its performance of its obligations under this Agreement arising from acts, events, omissions, happenings or non- happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or other natural disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel or any other failure in the Supplier’s or a Sub-contractor’s supply chain;
“Force Majeure Notice”	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
“Former Supplier”	has the meaning given in Schedule 9.1 (<i>Staff Transfer</i>);

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“Former Supplier Personnel List”	means a list prepared by the Former Supplier prior to the Effective Date of all Former Supplier Personnel to whom the Former Supplier believes the Employment Regulations will apply as at the Relevant Transfer Date;
“Former Supplier Personnel”	all directors, officers, employees, agents, consultants and contractors of the Former Supplier and/or of any Sub-contractor engaged in the performance of the Former Supplier’s obligations under the Former Supplier’s contract with the Authority;
“Future Project Rebate”	has the meaning given to it in Paragraph 7.1 of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“Future Service”	means: <ul style="list-style-type: none"> (a) any future service identified in Paragraph 59 of Part A of Schedule 2.1 (<i>Services Description</i>); (b) any other future services which are not identified in Paragraph 59 of Part A of Schedule 2.1 (<i>Services Description</i>) but which are reasonably required for the proper performance and provision of the Goods and Services (taking into account the nature of the services being provided) and the industry in which the Supplier operates); and (c) any services agreed through Schedule 8.2 (<i>Change Control Procedure</i>) after the Effective Date;
“Future Services Charges”	means the Charges related to the Future Services as more particularly described in Paragraph 3 of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“GDPR”	The General Data Protection Regulation (EU) 2016/679 (“ EU GDPR ”) or the EU GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (“ UK GDPR ”), as updated, superseded or replaced from the time to time, as applicable to the Personal Data being processed;;
“General Anti-Abuse Rule”	<ul style="list-style-type: none"> (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
“General Change in Law”	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
“Good Industry Practice”	at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of goods and services similar to the Goods and Services to a customer like the Authority, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;
“Goods”	has the meaning given in Clause 9.7 (<i>Supply of Goods</i>);

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“Group Structure Information and Resolution Commentary”	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 11 to 13 and Annex 1 of Part B of Schedule 8.6 (<i>Service Continuity Plan and Corporate Resolution Planning</i>);
“Guarantee”	the deed of guarantee in favour of the Authority entered into by the Guarantor on or about the Effective Date (which is in the form set out in Schedule 10 (<i>Guarantee</i>)), or any guarantee acceptable to the Authority that replaces it from time to time;
“Guarantor”	means the party identified as such in the Guarantee;
“Halifax Abuse Principle”	the principle explained in the CJEU Case C- 255/02 Halifax and others;
“Health and Safety Policy”	the health and safety policy of the Authority, the Service Recipients and/or other relevant Central Government Body as provided to the Supplier on or before the Effective Date and as subsequently provided to the Supplier from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety;
“HMRC”	HM Revenue & Customs;
“ICO”	Information Commissioner’s Office;
“IMACD Charges”	means the Charges more particularly described in Paragraph 2.2.1(c)(iv) of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“IMACD Services”	has the meaning given in Paragraph 2.2.1(a)(iv) of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“Impact Assessment”	has the meaning given in Schedule 8.2 (<i>Change Control Procedure</i>);
“Implementation”	means the activities carried out in accordance with Schedule 6.1 (<i>Implementation Plan</i>);
“Implementation Plan”	the Outline Implementation Plan or (if and when approved by the Authority pursuant to Paragraph 3 of Schedule 6.1 (<i>Implementation Plan</i>)) the Detailed Implementation Plan as updated in accordance with Paragraph 4 of Schedule 6.1 (<i>Implementation Plan</i>) from time to time;
“Implementation Period”	the period commencing on the Effective Date and ending on the date on which the Supplier Achieves Milestone M3 (Service Transition Complete) or, in relation to future Projects, the relevant period identified in accordance with Schedule 8.2 (Change Control Procedure) for the Implementation of the relevant future Project;
“IMS3/4 Transition and Exit Board”	the body described in Paragraph 2 of Schedule 8.1 (<i>Governance</i>)
“Implementation Services”	the Services to be provided by the Supplier to meet the Authority Requirements in relation to Implementation;
“IMS3 Exit Working Group”	the working group described in Paragraph 23.4 of Part D of Schedule 6.1 (<i>Implementation Plan</i>);
“IMS3 Intelligent Customer Function”	the governing board described in Paragraph 23.4 of Part D of Schedule 6.1 (<i>Implementation Plan</i>);

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"IMS3 Services"	the goods and services provided by the Exiting Supplier under the Exiting Supplier Contract;
"Incident"	means an unplanned interruption to an IT service, or a reduction in the quality of an IT service, or a failure of a Configuration Item that has not yet impacted an IT service;
"Indemnifier"	has the meaning given in Paragraph 1.1 of Schedule 8.7 (<i>Conduct of Claims</i>);
"Indemnified Person"	the Authority, each Service Recipient and each and every person to whom the Authority or a Service Recipient (or any direct or indirect sub-licensee of the Authority or Service Recipient) sub-licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with this Agreement;
"Independent Controller"	where a Controller has provided Personal Data to another Party which is neither a Processor or Joint Controller because the recipient itself determines the purposes and means of processing but does so separately from the Controller providing it with Personal Data;
"Industrialised Delivery Model" or "IDM"	means the Supplier's IT service delivery model that comprises large resource pools, using common processes and tools who can be flexibly deployed from one account to another as demand fluctuates across the Supplier's wide range of accounts;
"Information"	all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);
"Initial Term"	the period commencing on the date identified in Clause 4.1(a) and ending on the date which is five (5) years from and including the date of Achievement of Milestone M2 (Service Desk Go Live);
"Insolvency Event"	<p>with respect to any person, means:</p> <p>(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:</p> <p style="padding-left: 40px;">(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</p> <p style="padding-left: 40px;">(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</p>

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	<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 style="padding-left: 40px;">(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 style="padding-left: 40px;">(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 style="padding-left: 40px;">(iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or</p> <p style="padding-left: 40px;">(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>
"Insurances"	has the meaning given in Paragraph 1.1 of Schedule 2.5 (<i>Insurance Requirements</i>)
"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>
"Intervention Cause"	has the meaning given in Clause 30.1 (<i>Remedial Adviser</i>);
"Intervention Notice"	has the meaning given in Clause 30.1 (<i>Remedial Adviser</i>);

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“Intervention Period”	has the meaning given in Clause 30.2(c) (<i>Remedial Adviser</i>);
“Intervention Trigger Event”	<p>(a) any event falling within limb (a), (b), (c), (e), (f) or (g) of the definition of a Supplier Termination Event;</p> <p>(b) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services;</p> <p>(c) the Supplier accruing in aggregate 156 or more Service Points (in terms of the number of Service Points allocated) in any two consecutive Service Periods in relation to KPI -01 (Service Desk and End User Compute), KPI -03 (Security Operations Centre), KPI -04 (Network KPI) and KPI -05 (Managed Print KPI);</p> <p>(d) the Supplier accruing Service Credits which meet or exceed 75% of the Service Credit Cap; and/or</p> <p>(e) the Supplier not Achieving a Key Milestone within sixty (60) days of its relevant Milestone Date;</p> <p>(f) the Supplier accruing in aggregate 311 or more Service Points (in terms of the number of points allocated) in any three (3) months in any rolling twelve (12) month window in relation to KPI -01 (Service Desk and End User compute), KPI -03 (Security Operations Centre) , KPI -04 (Network KPI) and KPI -05 (Managed Print KPI); or</p> <p>(g) the Supplier accruing (in aggregate) 300 or more Service Points (in terms of the number of points allocated) in any three Service Periods in any rolling Measurement Period in relation to KPI-02 (Severity 1 Incident Resolution);</p>
“IPRs Claim”	any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPRs save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of any Relevant IPRs, or the use of the Authority Software by or on behalf of the Supplier, in either case in combination with any item not supplied or recommended by the Supplier pursuant to this Agreement or for a purpose not reasonably to be inferred from the Services Description or the provisions of this Agreement;
“IT”	information and communications technology;
“IT Change and Improvement Board”	the body described in Paragraph 6 of Schedule 8.1 (<i>Governance</i>);
“IT Environment”	the Authority System and the Supplier System;
“IT Health Check”	has the meaning given to it in Paragraph 7.1(a) of Schedule 2.4 (<i>Security Management</i>);
“IT Operations Centre Charges”	means the Charges related to the IT Operations Centre Services as more particularly described in Paragraph 2.3 of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“IT Steering Group”	the body described in Paragraph 4 of Schedule 8.1 (<i>Governance</i>);
“IT Programme Board”	the body described in Paragraph 5 of Schedule 8.1 (<i>Governance</i>);

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“ITSM Dashboard”	the functionality provided by the ITSM Product in accordance with Schedule 2.1 (<i>Services Description</i>) that displays multiple performance indicators, lagging and leading metrics and key data points, and other widgets on a single screen;
“ITSM Licence Charges”	means the Charges more particularly described in Paragraph 2.1.1(g) of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“ITSM Licence Services”	has the meaning given in Paragraph 2.1.1(a)(iv) of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“ITSM Product”	has the meaning given in Paragraph 60 of Schedule 2.1 (<i>Services Description</i>);
“Joint Controllers”	where two or more Controllers jointly determine the purposes and means of Processing of Personal Data;
“Key Milestone”	the Milestones identified in Annex 1 of Schedule 6.1 (<i>Implementation Plan</i>) and, if applicable, any Additional Milestones in the Implementation Plan as key milestones and in respect of which Delay Payments may be payable in accordance with Paragraph 1 of Part C of Schedule 7.1 (<i>Charges and Invoicing</i>) if the Supplier fails to Achieve the Milestone Date in respect of such Milestone;
“Key Performance Indicator” (or “KPI”)	the key performance indicators set out in Annex 1 of Schedule 2.2 (<i>Performance Levels</i>);
“Key Personnel”	those persons appointed by the Supplier to fulfil the Key Roles, being the persons listed in Schedule 9.2 (<i>Key Personnel</i>) 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 (<i>Key Personnel</i>);
“Key Roles”	a role described as a Key Role in Schedule 9.2 (<i>Key Personnel</i>) and any additional roles added from time to time in accordance with Clause 14.5 (<i>Key Personnel</i>);
“Key Sub-contract”	each Sub-contract with a Key Sub-contractor;
“Key Sub-contractor”	any Sub-contractor, Medium Risk Sub-contractor and/or Higher Risk Sub-contractor (as defined in Paragraph 1.1 of Schedule 2.4 (<i>Security Management</i>)): <ul style="list-style-type: none"> (a) which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Goods and Services; (b) with a Sub-contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 15% of the aggregate Charges, fees and expenses forecast to be payable or paid (as applicable) under this Agreement in relation Services provided to meet the Level 1 Authority Requirement in Schedule 2.1 (<i>Services Description</i>) (as such Charges are set out in the Financial Model); and/or (c) any other Sub-contractor identified as such in Schedule 4.3 (<i>Notified Key Sub-Contractors</i>) of the Agreement;
“Know-How”	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the

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	Goods or Services but excluding know how already in the other Party's possession before this Agreement;
"Knowledge Transfer"	the transfer of knowledge as more particularly described in AQ 1.5 (Knowledge Transfer) at Annex 1 to Part B of Schedule 2.1 (<i>Services Description</i>);
"KPI Failure"	a failure to meet the Target Performance Level in respect of a Key Performance Indicator;
"KPI Service Threshold"	shall be as set out against the relevant Key Performance Indicator in Annex 1 of Schedule 2.2 (<i>Performance Levels</i>);
"Law"	any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"Licensed Software"	all and any Software licensed by or through the Supplier, its Sub-contractors or any third party to the Authority for the purposes of or pursuant to this Agreement, including any Supplier Software, Third Party Software and/or any Specially Written Software;
"Losses"	losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
"Maintenance Schedule"	shall have the meaning set out in Clause 9.4 (<i>Maintenance</i>);
"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 Print Services"	means the managed print services as more particularly described in Paragraph 41 of Part A of Schedule 2.1 (<i>Services Description</i>);
"Managed Print Services Charges"	means the Charges related to the Managed Print Services as more particularly described in Paragraph 2.6 of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
"Management Information"	the management or reporting information specified in Schedule 2.1 (<i>Services Description</i>), Schedule 2.2 (<i>Performance Levels</i>), Schedule 7.1 (<i>Charges and Invoicing</i>), Schedule 8.1 (<i>Governance</i>), Schedule 8.4 (<i>Reports and Records</i>) to be provided by the Supplier to the Authority and any other information or reports specified in this Agreement as being information or a report which must be provided by the Supplier to the Authority;
"Material KPI Failure"	<p>(a) the Supplier failing to meet or exceed the KPI Target for any KPI for three consecutive Service Periods;</p> <p>(b) the Supplier failing to meet or exceed the KPI Target for any KPI in any four Service Periods in any Measurement Period; or</p>

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	(c) the Supplier accruing Service Credits or Compensation for Unacceptable KPI Failure which meet or exceed the Service Credit Cap;
“Material SPI Failure”	<p>(a) a failure by the Supplier to meet the Target Performance Level in respect of 30% or more of the Subsidiary Performance Indicators that are measured in that Service Period; and/or</p> <p>(b) a failure by the Supplier to meet the Target Performance Level in respect of 50% or more of the Subsidiary Performance Indicators that are measured in that Service Period;</p>
“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 twelve (12) month period if measured annually);
“Milestone”	an event or task described in Annex 1 of Schedule 6.1 (Implementation Plan) (and any other milestones set out in the Implementation Plan) or, with respect to an Additional Milestone, as agreed between the Parties through the Change Control Procedure, which, if applicable, shall be completed by the relevant Milestone Date;
“Milestone Achievement Certificate”	the certificate to be granted by the Authority when the Supplier has Achieved a Milestone, which shall be in substantially the same form as that set out in Annex 4 of Schedule 6.1 (<i>Implementation Plan</i>), including any conditions applicable to such Milestone Achievement Certificate in accordance with Schedule 6.2 (<i>Testing Procedures</i>);
“Milestone Adjustment Payment Amount”	<p>in respect of each CPP Milestone the subject of a Milestone Adjustment Payment Notice, an amount determined in accordance with the formula:</p> $A - B$ <p>where:</p> <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 35.8 (<i>Payments by the Supplier</i>);
“Milestone Date”	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
“Milestone M1 (High Level Design and detailed planning complete)”	means the Milestone identified as such in Annex 1 of Schedule 6.1 (<i>Implementation Plan</i>);
“Milestone M2 (Service Desk Go Live)”	means the Milestone identified as such in Annex 1 of Schedule 6.1 (<i>Implementation Plan</i>);
“Milestone M3 (Service Transition Complete)”	means the Milestone identified as such in Annex 1 of Schedule 6.1 (<i>Implementation Plan</i>);

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“Milestone M4 (CPP Milestone)”	means the Milestone identified as such in Annex 1 of Schedule 6.1 (<i>Implementation Plan</i>);
“Milestone Payment”	a payment identified in Schedule 7.1 (<i>Charges and Invoicing</i>) to be made following the issue of a Milestone Achievement Certificate;
“Milestone Retention”	has the meaning given in Paragraph 1.1 of Schedule 7.1 (<i>Charges and Invoicing</i>);
“Mobile Device Configuration and Management Charges”	means the Charges more particularly described in Paragraph 2.2.1(c)(iii) of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“Mobile Device Configuration and Management Services”	has the meaning given in Paragraph 2.2.1(a)(iii) of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“month”	a calendar month and “monthly” shall be interpreted accordingly;
“Multi-Party Dispute Resolution Procedure”	has the meaning given in Paragraph 9.1 of Schedule 8.3 (<i>Dispute Resolution Procedure</i>);
“Multi-Party Procedure Initiation Notice”	has the meaning given in Paragraph 9.2 of Schedule 8.3 (<i>Dispute Resolution Procedure</i>);
“NCSC”	the “National Cyber Security Centre” or any replacement or successor body carrying out the same function;
“Network Hardware and Software Provision Services”	has the meaning given in Paragraph 2.5.1(a)(iii) of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“Network Hardware and Software Provision Charges”	means the Charges more particularly described in Paragraph 2.5.1(c)(iii) of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“Network Operations and Network Infrastructure Services”	has the meaning given in Paragraph 2.5.1(a)(i) of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“Network Operations and Network Infrastructure Services Charges”	means the Charges more particularly described in Paragraph 2.5.1(c)(i) of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“Networks Charges”	means the Charges related to the Network Operations Services as more particularly described in Paragraph 2.5 of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“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-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;

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“Non-retained Deliverables”	in relation to a CPP Milestone Payment Notice and each CPP Milestone the subject of that CPP Milestone Payment Notice, Deliverables provided to the Authority which relate to the relevant CPP Milestone(s) and which are not Retained Deliverables;
“Notifiable Default”	shall have the meaning given in Clause 28.1 (<i>Rectification Plan Process</i>);
“O365 and Azure Active Directory Support Charges”	means the Charges more particularly described in Paragraph 2.2.1(c)(ix) of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“O365 and Azure Active Directory Support Services”	has the meaning given in Paragraph 2.2.1(a)(ix) of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“Object Code”	software and/or data in machine-readable, compiled object code form;
“Occasion of Tax Non-Compliance”	<p>(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <p style="margin-left: 40px;">(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;</p> <p style="margin-left: 40px;">(ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or</p> <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>
“Office Hours”	has the meaning given to it in Paragraph 1.1 of Schedule 7.1 (<i>Charges and Invoicing</i>);
“Open Book Data”	has the meaning given in Paragraph 1.1 of Schedule 7.5 (<i>Financial Reports and Audit Rights</i>);
“Open Source”	computer software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source;
“Operating Environment”	the Authority System and the Sites;
“Operational Change”	has the meaning given in Paragraph 1.1 of Schedule 8.2 (<i>Change Control Procedure</i>);
“Operational Service Commencement Date” (or “OSCD”)	<p>in relation to an Operational Service, the later of:</p> <p>(a) the date identified in the Implementation Plan for the Operational Services upon which such Operational Service is to commence; and</p> <p>(b) where the Implementation Plan states that the Supplier must have Achieved the relevant ATP Milestone before it can</p>

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	commence the provision of that Operational Service, the date upon which the Supplier Achieves the relevant ATP Milestone;
“Operational Service Charges”	the periodic payments made in accordance with Schedule 7.1 (<i>Charges and Invoicing</i>) in respect of the supply of the Operational Services;
“Operational Services”	the operational services described as such in the Services Description;
“Optional Services”	the services described as such (if any) in Schedule 2.1 (<i>Services Description</i>) which are to be provided by the Supplier if required by the Authority in accordance with Clause 5.15 to 5.17 (<i>Optional Services</i>);
“Optional Services Implementation Plan”	the implementation plan to effect the Optional Services (if any) agreed between the Parties prior to the Effective Date and, if not agreed prior to the Effective Date, to be developed by the Supplier and approved by the Authority;
“Other Consortium Member”	any Consortium Member other than the Supplier; <i>Note: as per Clause 1.8, there are no Consortium Members as at the Effective Date. If, however, Consortium Members are added in the future by the Parties through the Change Control Procedure, the definition of “Consortium Member” above would need to be populated.</i>
“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 2 of Schedule 6.1 (<i>Implementation Plan</i>);
“Parent Undertaking”	has the meaning set out in section 1162 of the Companies Act 2006;
“Partial Termination”	the partial termination of this Agreement to the extent that it relates to the provision of any part of the Goods and Services as further provided for in Clause 34.2(c) (<i>Termination by the Authority</i>) or otherwise by mutual agreement by the Parties;
“Parties” and “Party”	have the meanings respectively given on page 5 of this Agreement;
“Payment Milestone”	a Milestone that attracts a Milestone Payment as identified in the table in Annex 1 of Schedule 7.1 (<i>Charges and Invoicing</i>);
“Performance Failure”	a KPI Failure or a SPI Failure;
“Performance Indicators”	the Key Performance Indicators and the Subsidiary Performance Indicators (including any experience level agreements (XLAs) that are agreed between the Parties and introduced and incorporated into Schedule 2.2 (<i>Performance Levels</i>) through the Change Control Procedure);
“Planned Maintenance”	has the meaning given in Clause 9.4 (Maintenance);
“Performance Measures”	has the meaning given to it in Paragraph 4.1 of Part B of Schedule 2.2 (Performance Levels)
“Performance Monitoring Report”	has the meaning given in Paragraph 1.1 of Schedule 2.2 (<i>Performance Levels</i>);

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“Personal Data”	has the meaning given in the GDPR;
“Personal Data Breach”	has the meaning given in the GDPR;
“Programme Increment Planning” or “PI Planning”	means programme increment planning as further described in Paragraph 7 of AQ 1.1 at Annex 1 to Part B of Schedule 2.1 (<i>Services Description</i>);
“Policies”	means a set of principles, rules and guidelines formulated or adopted by an organisation to reach its long-term goals;
“Preceding Services”	has the meaning given in Clause 5.2(b) (<i>Standard of Services</i>);
“Problem”	means the cause or potential cause of one or more Incidents;
“Procedures”	means an established and agreed way of doing something;
“Process Workers”	means users within the Authority’s internal teams that will require access to: (a) ITSM processes and workflows to progress tickets; and (b) data analytic capabilities;
“Processes”	means a structured set of documented activities designed to accomplish a specific objective;
“Processor”	has the meaning given to it under the GDPR;
“Processor Personnel”	means all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement;
“Product Descriptions”	means the product descriptions set out in Annex 3 (Product Descriptions) of Schedule 6.1 (<i>Implementation Plan</i>);
“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 style="padding-left: 40px;">(i) induce that person to perform improperly a relevant function or activity; or</p> <p style="padding-left: 40px;">(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 connection with this Agreement;</p> <p>(c) an offence:</p> <p style="padding-left: 40px;">(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);</p> <p style="padding-left: 40px;">(ii) under legislation or common law concerning fraudulent acts; or</p> <p style="padding-left: 40px;">(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); or</p>

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	(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
“Project Factory”	means the Supplier’s leveraged team of engineers that the Supplier shall use to deliver change work, which consists of a mixture of non-standard service requests and full blown projects, as further described in AQ 3.4 at Annex 1 to Part B of Schedule 2.1 (<i>Services Description</i>). Work is assigned to “squads” which are teams of people covering multiple skillsets required to deliver the work requested. The squads are dynamic and will change from project to project. The teams are moving to a more agile approach to delivery using scrum techniques with each squad headed up by a scrum master delivering in a series of sprints aimed at delivering value as early in the project lifecycle as possible;
“Project Initiation Document” (or “PID”)	means the document to be produced by the Supplier during the initiation stage of a Project as more particularly described in Annex 3 of Schedule 6.1 (<i>Implementation Plan</i>);
“Protective Measures”	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
“Project”	any projects that the Authority requires the Supplier to carry out under the Agreement, including the projects set out in Annex 3 of Schedule 8.2 (<i>Change Control Procedure</i>);
“Project Manager”	means the Authority’s or Supplier’s manager of the relevant Project, as applicable;
“Project Requirements Specification” (or “PRS”)	means the Authority’s requirements for a Project;
“Project Specific IPRs”	<p>(a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Agreement and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>(b) Intellectual Property Rights arising as a result of the performance of the Supplier’s obligations under this Agreement;</p> <p>but shall not include the Supplier Background IPRs or the Specially Written Software;</p>
“Project Test Strategy”	the strategy that the Supplier is required to provide in connection with the testing of the relevant Project, including in accordance with Annex 3 of Schedule 6.1 (<i>Implementation Plan</i>);
“Public Sector Dependent Supplier”	means a supplier where that supplier, or that supplier’s group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;
“Public Sector and CNI Contract Information”	means the information requirements set out in accordance with Paragraphs 11 to 13 and Annex 2 of Part B of Schedule 8.6 (<i>Service Continuity Plan and Corporate Resolution Planning</i>);

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“Publishable Performance Information”	means any of the information in the Performance Monitoring Report as it relates to a Performance Indicator where it is expressed as publishable in the table in Annex 1 of Schedule 2.2 (<i>Performance Levels</i>) which shall not constitute Commercially Sensitive Information;
“Quality Plans”	has the meaning given in Clause 6.1 (<i>Quality Plans</i>);
“Quality Criteria”	means the criteria to be agreed between the Authority and the Supplier which must be met by the Supplier to enable the Authority to approve a Documentary Deliverable and includes those described in Part E and Annex 3 of Schedule 6.1 (<i>Implementation Plan</i>);
“Quarter”	means: <ul style="list-style-type: none"> (a) from the first Operational Service Commencement Date, the first three Service Periods and each subsequent three Service Periods (save that the final Quarter shall end on the date of termination or expiry of this Agreement); or (b) during the Implementation Period, the first three (3) months from the Effective Date and each three (3) month period thereafter for the remainder of the Implementation Period;
“Rebate Period”	has the meaning given to it in Paragraph 7.1 of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“Recipient”	has the meaning given in Clause 22.1 (<i>Confidentiality</i>);
“Records”	has the meaning given in Paragraph 3.1 of Schedule 8.4 (<i>Reports and Records Provisions</i>);
“Rectification Plan”	a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default;
“Rectification Plan Failure”	<ul style="list-style-type: none"> (a) the Supplier failing to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in Clauses 28.4 (<i>Submission of the draft Rectification Plan</i>) or 28.8 (<i>Agreement of the Rectification Plan</i>); (b) the Authority, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Supplier pursuant to Clause 28.7 (<i>Agreement of the Rectification Plan</i>); (c) the Supplier failing to rectify a material Default within the later of: <ul style="list-style-type: none"> (i) 30 Working Days of a notification made pursuant to Clause 28.2 (<i>Notification</i>); and (ii) where the Parties have agreed a Rectification Plan in respect of that material Default and the Supplier can demonstrate that it is implementing the Rectification Plan in good faith, the date specified in the Rectification Plan by which the Supplier must rectify the material Default; (d) a Material KPI Failure re-occurring in respect of the same Key Performance Indicator for the same (or substantially the same) root cause in any of the 3 Measurement Periods subsequent to the Measurement Period in which the initial Material KPI Failure occurred;

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	<p>(e) the Supplier not Achieving a Key Milestone by the expiry of the Delay Deduction Period; and/or</p> <p>(f) following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of six (6) months for the same (or substantially the same) root cause as that of the original Notifiable Default;</p>
“Rectification Plan Process”	the process set out in Clauses 28.4 (<i>Submission of the draft Rectification Plan</i>) to 28.9 (<i>Agreement of the Rectification Plan</i>);
“Registers”	has the meaning given in Paragraph 1.1 of Schedule 8.5 (<i>Exit Management</i>);
“Reimbursable Expenses”	has the meaning given in Paragraph 1.1 of Schedule 7.1 (<i>Charges and Invoicing</i>);
“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 Goods and Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority or a third party in the fulfilment of the Supplier's obligations under this Agreement including IPRs in the Specially Written Software, the Supplier Non-COTS Software, the Supplier Non-COTS Background IPRs, the Third Party Non-COTS Software and the Third Party Non-COTS IPRs but excluding any IPRs in the Authority Software, the Authority Background IPRs, the Supplier COTS Software, the Supplier COTS Background IPRs, the Third Party COTS Software and/or the Third Party COTS IPRs;
“Relevant 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”	has the meaning set out in Paragraph 1.1 of Schedule 9.1 (<i>Staff Transfer</i>);
“Relief Notice”	has the meaning given in Clause 32.2 (<i>Authority Cause</i>);
“Remedial Adviser”	the person appointed pursuant to Clause 30.2 (<i>Remedial Adviser</i>);
“Remedial Adviser Failure”	has the meaning given in Clause 30.6 (<i>Remedial Adviser</i>);
“Replacement Goods and Services”	any goods and services which are the same as or substantially similar to any of the Goods and Services and which the Authority receives in substitution for any of the Goods and Services following the expiry or termination or Partial Termination of this Agreement, whether those services are provided by the Authority internally and/or by any third party;
“Replacement Supplier”	any third party service provider of Replacement Goods and Services appointed by the Authority from time to time (or where the Authority is providing replacement Goods and Services for its own account, the Authority);

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“Request for Change” or “RFC”	has the meaning given to it in the glossary in Paragraph 60 of Part A of Schedule 2.1 (<i>Services Description</i>);
“Request For Information”	a Request for Information under the FOIA or the EIRs;
“Required Action”	has the meaning given in Clause 31.1(a) (<i>Step-In Rights</i>);
“Resolution Time”	means time taken to address the root cause of an Incident or Problem, or to implement a workaround;
“Resolver Group”	means: (i) for level 2 Resolver Groups, a specialised group that have the knowledge and skill to solve an Incident which cannot be solved immediately within the means of First Line Support; and (ii) for level 3 Resolver Groups, the service provided by technical specialists who resolve Incidents and Problems that require specialised knowledge or code changes and cannot be resolved by First Line Support or Second Line Support;
“Retained Deliverables”	has the meaning given in Clause 35.9(b) (<i>Payments by the Supplier</i>);
“Security Management Plan”	the Supplier's security plan as attached as Annex A 3 of Schedule 2.4 (Security Management) and as subsequently developed and revised pursuant to Paragraphs 4 and 5 of Schedule 2.4 (<i>Security Management</i>);
“Security Services Improvement Plan”	as defined in Paragraph 44.4.5 of Part A of Schedule 2.1 (<i>Services Description</i>);
“Sensitive Claim”	has the meaning given in Paragraph 2.1 of Schedule 8.7 (<i>Conduct of Claims</i>);
“Service Availability”	as defined in Paragraph 1.1 of Schedule 2.2 (<i>Performance Levels</i>);
“Service Charge”	means the charges for Operational Services as identified in Schedule 7.1 (<i>Charges and Invoicing</i>);
“Service Continuity Plan”	any plan prepared pursuant to Paragraph 2 of Schedule 8.6 (<i>Service Continuity Plan and Corporate Resolution Planning</i>) as may be amended from time to time;
“Service Continuity Services”	the business continuity, disaster recovery and insolvency continuity services set out in Schedule 8.6 (<i>Service Continuity Plan and Corporate Resolution Planning</i>);
“Service Credit Cap”	in the period of twelve (12) months from the first Operational Service Commencement Date and each twelve (12) month period thereafter, 15% of Operational Service Charges paid or to be paid for such twelve (12) month period; such 15% to be apportioned and determined in accordance with paragraph 1.6 of Part A of Schedule 2.2 (<i>Performance Levels</i>) and Annex 9 (Compound KPIs) of Schedule 7.1 (<i>Charges and Invoicing</i>);
“Service Credits”	credits payable by the Supplier to the Authority in accordance with Paragraph 2 of Part C of Schedule 7.1 (<i>Charges and Invoicing</i>);

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“Service Desk”	has the meaning given to it in Paragraph 1.1 of Schedule 2.2 (<i>Performance Levels</i>);
“Service Desk Charges”	means the Charges more particularly described in Paragraph 2.1.1(e) of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“Service Desk Services”	has the meaning given in Paragraph 2.1.1(a)(ii) of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“Service Hour”	has the meaning given to it in Paragraph 5.7 of Part C of Schedule 2.2 (<i>Performance Levels</i>);
“Service Improvement Fund” (or “SIF”)	has the meaning given to it in Paragraph 1.1. of Schedule 2.2 (<i>Performance Levels</i>);
“Service Knowledge Management System” (or “SKMS”)	the part of the ITSM Product that the Supplier is required to operate as a knowledge platform and as a central repository of structured and semi-structured data, information, and knowledge that is required to manage the lifecycle of the Services, including any data information and knowledge requested by the Authority from time to time;
“Service Management and Service Desk Charges”	means the Charges more particularly described in Paragraph 2.1 of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“Service Management Charges”	means the Charges more particularly described in Paragraph 2.1.1(d) of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“Service Management Services”	has the meaning given in Paragraph 2.1.1(a)(i) of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“Service Period”	a calendar month, save that: (a) the first service period shall begin on the first Operational Service Commencement Date and shall expire at the end of the calendar month in which the first Operational Service Commencement Date falls; and (b) the final service period shall commence on the first day of the calendar month in which the Term expires or terminates and shall end on the expiry or termination of the Term;
“Service Points”	in relation to a KPI Failure, the points that are set out against the relevant Key Performance Indicator in the table in Annex 3 of Schedule 2.2 (<i>Performance Levels</i>);
“Service Recipient”	means the organisations listed (if any) in Paragraph 1.11.1 of Part A of Schedule 2.1 (<i>Services Descriptions</i>) at the Effective Date or any recipient of Goods and Services added in accordance with Clause 44.8;
“Service Requests”	has the meaning given to it in Paragraph 1.1 of Schedule 2.2 (<i>Performance Levels</i>);
“Services”	has the meaning given in Paragraph 1.3 of Part A of Schedule 2.1 (<i>Services Description</i>);
“Service Transfer”	has the meaning given in Paragraph 1.1 of Schedule 9.1 (<i>Staff Transfer</i>);
“Service Transfer Date”	has the meaning given in Paragraph 1.1 of Schedule 9.1 (<i>Staff Transfer</i>);

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“Services Description”	the services description set out in Part A of Schedule 2.1 (<i>Services Description</i>);
“Sites”	any premises (including the Authority Premises, the Supplier’s premises or third party premises): (a) from, to or at which: (i) the Goods and Services are (or are to be) provided; or (ii) the Supplier manages, organises or otherwise directs the provision or the use of the Goods and Services; or (b) where: (i) any part of the Supplier System is situated; or (ii) any physical interface with the Authority System takes place;
“SME”	an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises;
“SOC and SIEM Charges”	means the Charges related to the SOC and SIEM Services as more particularly described in Paragraph 2.4 of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“SOC Management Charges”	means the Charges more particularly described in Paragraph 2.4.1(c)(i) of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“Social Value”	the social, economic or environmental benefits set out in the Authority’s Requirements;
“Software”	Specially Written Software, Supplier Software and Third Party Software;
“Software Licence and Asset Management Charges”	means the Charges more particularly described in Paragraph 2.1.1(h) of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“Software Licence and Asset Management Services”	has the meaning given in Paragraph 2.1.1(a)(v) of Part B of Schedule 7.1 (<i>Charges and Invoicing</i>);
“Software Supporting Materials”	has the meaning given in Clause 17.1(b) (<i>Specially Written Software and Project Specific IPRs</i>);
“Solution Overview”	means a document containing a technical overview of the Supplier Solution in accordance with the provisions of Annex 3 of Schedule 6.1 (Implementation Plan);
“Source Code”	computer programs and/or data in eye- readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
“Specially Written Software”	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-contractor or other third party on behalf of the Supplier) specifically for the purposes of this Agreement, including any modifications

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	or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Agreement;
“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;
“SPI Failure”	a failure to meet the Target Performance Level in respect of a Subsidiary Performance Indicator;
“Staffing Information”	has the meaning given in Paragraph 1.1 of Schedule 9.1 (<i>Staff Transfer</i>);
“Standards”	the standards, policies and/or procedures identified in Schedule 2.3 (<i>Standards</i>);
“Standard Contractual Clauses”	the set of contractual clauses set out at Annex 2 of Schedule 11 (<i>Processing Personal Data</i>) or, if directed by the Authority, any set of contractual clauses approved by the UK government or the EU Commission, as applicable, providing an appropriate safeguard for the international transfer of Personal Data under Article 46 of the GDPR, as applicable;
“Step-In Notice”	has the meaning given in Clause 31.1 (<i>Step-In Rights</i>);
“Step-In Trigger Event”	<ul style="list-style-type: none"> (a) any event falling within the definition of a Supplier Termination Event; (b) a Default by the Supplier that is materially preventing or materially delaying the performance of the Goods and Services or any material part of the Goods and Services; (c) the Authority considers that the circumstances constitute an emergency despite the Supplier not being in Default; (d) the Authority being advised by a regulatory body that the exercise by the Authority of its rights under Clause 31 (<i>Step-In Rights</i>) is necessary; (e) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the provision of the Goods and Services; (f) a need by the Authority to take action to discharge a statutory duty; and/or (g) a Force Majeure Event;
“Step-Out Date”	has the meaning given in Clause 31.5(b) (<i>Step-In Rights</i>);
“Step-Out Notice”	has the meaning given in Clause 31.5 (<i>Step-In Rights</i>);
“Step-Out Plan”	has the meaning given in Clause 31.6 (<i>Step-In Rights</i>);
“Strategic Supplier”	means those suppliers to government listed at https://www.gov.uk/government/publications/strategic-suppliers ;
“Sub-contract”	any contract or agreement (or proposed contract or agreement) between the Supplier (or a Sub-contractor) and any third party whereby that third party agrees to provide to the Supplier (or the Sub-contractor) all or any part of the Goods and Services or facilities or services which are material for the provision of the Goods and Services or any part thereof or