



HM Revenue
& Customs

SCHEDULE 1 | Definitions



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

“Accounting Reference Date”	means in each year the date to which the Supplier prepares its annual audited financial statements;
“Achieve”	<p>(a) in respect of a Test, to successfully pass a Test without any Test Issues; 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 6.2 (<i>Testing Procedures</i>), and “Achieved” and “Achievement” shall be construed accordingly;</p>
“Achieved Profit Margin”	has the meaning given in Schedule 7.1 (<i>Charges and invoicing</i>);
“Acquired Rights Directive”	the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
“Admission Agreement”	has the meaning given in Schedule 9.1 (<i>Staff Transfer</i>);
“AD Optimisation Strand”	has the meaning given in Schedule 2.1 (<i>Services Description</i>);
“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;
“Agile”	means an iterative and incremental approach to software design and systems development;

"Agreement"	means the clauses of this agreement together with the Schedules and annexes to it;
"Allowable Assumptions"	the assumptions set out in Annex 5 (<i>Allowable Assumptions</i>) of Schedule 7.1 (<i>Charges and Invoicing</i>);
"Allowable Price"	<p>in relation to the Retained Deliverables relating to a CPP Milestone, if any, an amount determined in accordance with the formula:</p> $A - B$ <p>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 Supplier Profit which would have been achieved in respect of such Costs had the Supplier Profit Margin been the Cumulative Control Profit Margin; 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 (0),</p> <p>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 35.6(c) (<i>Payments by the Supplier</i>);
"AM Optimisation Strand"	has the meaning given in Schedule 2.1 (<i>Services Description</i>);
"Annual Contract Report"	has the meaning given in Schedule 7.5 (<i>Financial Reports and Audit Rights</i>);
"Annual Revenue"	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:

- (a) figures for accounting periods of other than twelve (12) Months should be scaled pro rata to produce a proforma figure for a twelve (12) Month period; and
- (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;

“Approved Sub-Licensee”

any of the following:

- (a) a Central Government Body;
- (b) any third party providing services to a Central Government Body; and/or
- (c) any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Authority;

“Assets”

all assets and rights used by the Supplier to provide the Services in accordance with this Agreement but excluding the Authority Assets;

“Associated Person”

has the meaning set out at 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 twenty per cent (20%) and fifty per cent (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;

“Assurance”

means written confirmation from a Relevant Authority to the Supplier that the CRP Information is approved by the Relevant Authority;

“ATP Milestone”

the Milestone linked to Authority to Proceed for the relevant Operational Services set out in the Transition Plan or a Project Plan;

“Audit”

any exercise by the Authority of its Audit Rights pursuant to Clause 12 (*Records, Reports, Audit and*

	<i>Open Book Data</i>) and Schedule 7.5 (<i>Financial Reports and Audit Rights</i>);
“Audit Agents”	has the meaning given in Schedule 7.5 (<i>Financial Reports and Audit Rights</i>);
“Audit Rights”	the audit and access rights referred to in Schedule 7.5 (<i>Financial Reports and Audit Rights</i>);
“Authority Assets”	the Authority Materials, the Authority infrastructure and any other data, software, assets, equipment or other property owned by and/or licensed or leased to the Authority and which is or may be used in connection with the provision or receipt of the Services;
“Authority Background IPRs”	<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 Agreement; and/or</p> <p>(c) Crown Copyright which is not available to the Supplier otherwise than under this Agreement;</p> <p>but excluding IPRs owned by the Authority subsisting in the Authority Software;</p>
“Authority Cause”	<p>any failure by the Authority to perform any of the Authority Responsibilities which has a material adverse impact on the performance of this Agreement, except to the extent that such failure 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 Supplier, any Sub-contractor or any Supplier Personnel,</p> <p>and any other circumstances expressly specified as an Authority Cause in this Agreement;</p>
“Authority Data”	(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:

	<ul style="list-style-type: none"> (i) supplied to the Supplier by or on behalf of the Authority; and/or (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement;
	<ul style="list-style-type: none"> (b) any Personal Data; or (c) any Sanitised Personal Data;
“Authority IT Strategy”	the Authority's IT strategy in force as at the Effective Date (a copy of which has been supplied to the Supplier by email of 8 October 2021), 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> <ul style="list-style-type: none"> (a) are owned or used by or on behalf of the Authority; and (b) are or may be used in connection with the provision or receipt of the Services, <p>but excluding any Project Specific IPRs, Specially Written Software, Supplier Software, Third Party Software and Documentation relating to Supplier Software or Third Party Software;</p>
“Authority NextGen Contribution”	has the meaning given in Schedule 7.1 (<i>Charges and Invoicing</i>);
“Authority Premises”	premises owned, controlled or occupied by the Authority and/or any Central Government Body which are made available for use by the Supplier or its Sub-contractors for provision of the Services (or any of them);
“Authority Representative”	the representative appointed by the Authority pursuant to Clause 11.4 (<i>Representatives</i>);
“Authority Requirements”	the requirements of the Authority set out in Schedules 2.1 (<i>Services Description</i>), 2.2 (<i>Performance Levels</i>), 2.3 (<i>Standards</i>), 2.4 (<i>Security Management</i>), 2.5 (<i>Insurance Requirements</i>), 6.1 (<i>Transition</i>), 8.2 (<i>Reports and Records</i>), 8.5 (<i>Exit Management</i>) and 8.6 (<i>Service Continuity Plan and Corporate Resolution Planning</i>);

“Authority Responsibilities”	the responsibilities of the Authority specified or referenced in Schedule 3 (<i>Authority Responsibilities</i>);
“Authority’s IT Policy”	has the meaning given in Schedule 2.4 (<i>Security Management</i>);
“Authority Software”	software which is owned by or licensed to the Authority (other than under or pursuant to this Agreement) and which is or will be used by the Supplier for the purposes of providing the Services;
“Authority System”	the Authority's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Supplier in connection with this Agreement which is owned by the Authority or licensed to it by a third party and which interfaces with the Supplier System or which is necessary for the Authority to receive the Services;
“Authority to Proceed” or “ATP”	the authorisation to the Supplier to commence the provision of the relevant Operational Services to the Authority, provided by the Authority in the form of a Milestone Achievement Certificate in respect of the ATP Milestone;
“Balanced Scorecard”	has the meaning given in Paragraphs 1.1 and 1.4 (<i>Performance monitoring and performance review</i>) of Part B (<i>Performance monitoring</i>) of Schedule 2.2 (<i>Performance Levels</i>);
“Baseline Security Requirements”	the Authority's baseline security requirements, the current copy of which is contained in Annex 1 (<i>Baseline Security Requirements</i>) of Schedule 2.4 (<i>Security Management</i>), as updated from time to time by the Authority and notified to the Supplier in accordance with Clause 20.11 (<i>Authority Data and security requirements</i>);
“BASM Services”, “Business Application Support and Maintenance Services” or “BAU”	have the meaning given in Schedule 2.1 (<i>Services Description</i>);
“Board”	means the Supplier’s board of directors;
“Breakage Costs Payment”	has the meaning given in Schedule 7.2 (<i>Payments on Termination</i>);

“Business Application”	has the meaning given in Schedule 2.1 (<i>Services Description</i>);
“Business Application Development and Enhancement Services”	means the Services described under the heading “Business Application Development and Enhancement Services” in Part C (<i>Project Services</i>) of Schedule 2.1 (<i>Services Description</i>);
“Business Function”	has the meaning given in Schedule 2.1 (<i>Services Description</i>);
“Business Function Retention”	has the meaning given in Schedule 7.1 (<i>Charges and Invoicing</i>);
“Cabinet Office Markets and Suppliers Team”	means the UK Government’s team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;
“Central Government Body”	<p>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:</p> <ul style="list-style-type: none"> (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
“Certificate of Costs”	has the meaning given in Schedule 7.1 (<i>Charges and Invoicing</i>);
“Change”	any change to this Agreement;
“Change Authorisation Note”	a form setting out an agreed Contract Change which shall be substantially in the form of Annex 2 (<i>Change Authorisation Note</i>) of Schedule 8.3 (<i>Change Control Procedure</i>);
“Change Control Procedure”	the procedure for changing this Agreement set out in Schedule 8.3 (<i>Change Control Procedure</i>);
“Change in Law”	any change in Law which impacts on the performance of the Services which comes into force after the Effective Date;

“Change Request”	a written request for a Contract Change substantially in the form of Annex 1 (<i>Change Request Form</i>) of Schedule 8.3 (<i>Change Control Procedure</i>);
“Charges”	the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 7.1 (<i>Charges and Invoicing</i>), including any Milestone Payment or Service Charge;
“CNI”	means Critical National Infrastructure;
“Class 1 Transaction”	has the meaning set out in the listing rules issued by the UK Listing Authority;
“Collaboration Agreement”	means the agreement that is executed in substantially the form set out in Schedule 11 (<i>Collaboration Agreement</i>);
“Commercially Sensitive Information”	the information listed in Schedule 4.2 (<i>Commercially Sensitive Information</i>);
“Comparable Supply”	the supply of services to another customer of the Supplier that are the same or substantially similar to any of the Services;
“Compensation for Unacceptable Performance Failure”	has the meaning given in Clause 7.4(a) (<i>Unacceptable Performance Failure</i>);
“Concealed IPR”	means IPR of the Supplier (or licensed to the Supplier) which is or will be used before or during the Term for designing, testing implementing and/or providing the Services which IPR is not set out in Schedule 5 (<i>Intellectual Property Rights</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</p>

(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;

(c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Agreement and all matters arising therefrom; and

(d) Information derived from any of the above,

but not including any Information which:

(i) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;

(ii) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;

(iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality;

(iv) was independently developed without access to the Confidential Information;

(v) performance under this Agreement (provided that the Authority consults with the Supplier in advance of disclosing any such information); or

(vi) failure to pay any Sub-contractor as required pursuant to Clause 15.20 (*Supply Chain Protection*);

“Connected Company”

means, in relation to a company, entity or other person, the Affiliates of that company, entity or other person or any other person associated with such company, entity or other person;

“Contract Change”	any change to this Agreement other than an Operational Change;
“Contracts Finder”	means the online government portal which allows suppliers to search for information about contracts worth over ten thousand pound Sterling (£10,000) (excluding VAT) as prescribed by Part 4 of the Public Contracts Regulations 2015;_
“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 as set out in the Annex to Schedule 7.5 (<i>Financial Reports and Audit Rights</i>);
“Contract Year”	<p>means:</p> <ul style="list-style-type: none"> (a) in respect of the first Contract Year, the period commencing on and from the Effective Date and ending on the date that is one day before the first anniversary of the Initial Operational Service Commencement Date; and (b) thereafter, a period of twelve (12) Months commencing on each anniversary of the Initial Operational Service Commencement Date; <p>provided that the final Contract Year shall end on the expiry or termination of the Term;</p>
“Contract Year Cumulative Period”	has the meaning given in Schedule 7.1 (<i>Charges and Invoicing</i>);
“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 Relevant Data Protection Laws;
“Corporate Change Event”	<p>means:</p> <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 whose shares are listed on the main market of the London Stock Exchange plc;
 - (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;
 - (f) payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding twenty five per cent (25%) of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any twelve (12) Month period;
 - (g) an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;
 - (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;
 - (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
 - (j) any process or events with an effect analogous to those in Paragraphs (e) to (g) above inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;

“Corporate Resolution Planning Information”	means, together, the: <ul style="list-style-type: none"> (a) Group Structure Information and Resolution Commentary; and (b) UK Public Sector and CNI Contract Information;
“Costs”	has the meaning given in Schedule 7.1 (<i>Charges and Invoicing</i>);
“CPP Milestone”	a contract performance point as set out as such in the Transition Plan or a Project 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>);
“Credit Rating Threshold”	means, as applicable, the minimum credit rating level for each entity as set out in Schedule 4.3 (<i>Notified Sub-Contractors</i>) or the minimum Credit Rating Level for each entity in the FDE Group as set out in Annex 3 of Schedule 7.4 (<i>Financial Distress</i>);
“Critical National Infrastructure”	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: <ul style="list-style-type: none"> (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 (b) significant impact on national security, national defence, or the functioning of the UK;
“Critical Failure Performance Threshold”	means the relevant level of performance designated as such for a Performance Indicator and set out in the relevant table in Part II of Annex 1 (<i>Key Performance Indicators and Subsidiary Performance Indicators</i>) of Schedule 2.2 (<i>Performance Levels</i>);

“Critical KPI Failure”	shall have the meaning given, in relation to the relevant Key Performance Indicator, in Paragraph 1.7 of Part A of Schedule 2.2 (<i>Performance Levels</i>);
“Critical Service Contract”	means the overall status of this Agreement as determined by the Authority and specified in Paragraph 10.1 of Part 2 (<i>Corporate Resolution Planning</i>) to Schedule 8.6 (<i>Service Continuity Plan and Corporate Resolution Planning</i>)
“CRP Information”	means the Corporate Resolution Planning Information;
“CRTPA”	the Contracts (Rights of Third Parties) Act 1999;
“Cumulative Control Profit Margin”	has the meaning given in Schedule 7.1 (<i>Charges and Invoicing</i>);
“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the processing on the protection of Personal Data;
“Data Protection Officer”	has the meaning given in the Relevant Data Protection Laws;
“Data Subject”	has the meaning given in the Relevant Data Protection Laws in relation to Personal Data;
“Data Subject Request”	a request made by a Data Subject in accordance with rights granted pursuant to the Relevant Data Protection Laws to access his or her Personal Data;
“Deductions”	means, as at the Effective Date, all Service Credits, Compensation for Unacceptable Performance Failure or Delay Payments — and thereafter, any similar deduction which expressly reduces the Charges as agreed via the Change Control Procedure or in the relevant Project Work Order — that are paid or payable to the Authority under this Agreement;
“Default”	any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement: <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, 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;
- “Defect”**
- (a) any error, damage or defect in the manufacturing of a Deliverable; or
 - (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or
 - (c) any failure of any Deliverable to provide the performance, features and functionality specified in the Authority Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Exit Criteria; or
 - (d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the Authority Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Exit Criteria;
- “Delay”** means:
- (a) a delay in the Achievement of a Milestone by its Milestone Date; or
 - (b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Transition Plan or a Project Plan;
- “Delay Deduction Period”** the period of one hundred (100) calendar days 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 (*Charges and Invoicing*);

“Deliverable”	an item or feature identified as such and delivered or to be delivered by the Supplier at or before a Milestone Date or at any other stage during the performance of this Agreement;
“Delivery Group”	has the meaning given in Schedule 2.2 (<i>Performance Levels</i>);
“Detailed Transition Plan”	has the meaning given in Schedule 6.1 (<i>Transition</i>);
“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 Agreement, including for the avoidance of doubt the provision of the Services in accordance with the terms of this Agreement;
“Dev/Test Environment”	means the Authority System in which the Supplier conducts application development and testing under the Services;
“DI&T Services”	has the meaning given in Clause 6A.1 (<i>Overall Approach</i>);
“Disclosing Party”	has the meaning given in Clause 21.1 (<i>Confidentiality</i>);
“Disclosing Party Group”	<ul style="list-style-type: none"> (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 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 8.4 (<i>Dispute Resolution Procedure</i>);
“Documentation”	<p>descriptions of the Services and Performance Indicators, details of the Supplier System (including (i) vendors and versions for off-the-shelf components and (ii) source code and build information for proprietary components), relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation as:</p> <ul style="list-style-type: none"> (a) is required to be supplied by the Supplier to the Authority under this Agreement; (b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide Services; (c) is required by the Supplier in order to provide the Services; and/or (d) has been or shall be generated for the purpose of providing the Services;
“Document Repository”	means the data repository hosted by the Authority and made available to the Supplier for the purpose of the storage of reports and records in accordance with Schedule 8.2 (<i>Reports and Records</i>);
“DOTAS”	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes or those who use them to tell HMRC of any 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 and in Schedule 11A to the Value Added Tax Act 1994 (as amended by Schedule 1 to the Finance (no. 2) Act 2005;
“Due Diligence Information”	any information supplied to the Supplier by or on behalf of the Authority prior to the Effective Date;
"Ecosystem Agreement"	means a contract between the Authority and one of the Ecosystem Suppliers and the Collaboration Agreement;
"Ecosystem Dispute"	means a Multi-Collaborating Parties Dispute as defined in Annex 4 (<i>Dispute Resolution</i>) to Schedule 11 (<i>Collaboration</i>);
"Ecosystem Dispute Resolution Procedure"	means the multi-party dispute resolution procedure set out in Paragraph 3 of Annex 4 (<i>Dispute Resolution Procedure</i>) to Schedule 11 (<i>Collaboration</i>);
"Ecosystem Failure"	a failure by an Other Ecosystem Supplier to perform its obligations under its Ecosystem Agreement;
"Ecosystem Supplier"	means any supplier to the Authority (including the Supplier) which: <ul style="list-style-type: none"> (a) has entered into an agreement incorporating: <ul style="list-style-type: none"> (i) a schedule that is identical or substantially similar to Schedule 11 (<i>Collaboration</i>); and (ii) Clauses that are identical or substantially similar to Clauses 32.8 to 32.15 (<i>Ecosystem Failures</i>); and/or (b) is notified to the Supplier from time to time;
“Effective Date”	the date on which this Agreement is signed by both Parties;
“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 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; and / or
- (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;
"Escalation Meeting"	shall have the meaning at Clause 29.1;
"Escalation Notice"	shall have the meaning at Clause 29.1;
"Escalation Process Failure"	shall have the meaning at Clause 29.6;
"Escalation Process Trigger Event"	shall mean: <ul style="list-style-type: none"> (a) an Intervention Trigger Event; (b) Rectification Plan Failure; and/or (c) A Remedial Adviser Failure;
"Estimated Year 1 Charges"	Fifteen million pounds Sterling (£15,000,000);
"Estimated Initial Service Charges"	the estimated Service Charges payable by the Authority during the period of twelve (12) Months from the first Operational Service Commencement Date, as set out in the Financial Model;
"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 practices, operates in euro and/or the national currency of the relevant part(s) of the UK;
"Exit Charges"	has the meaning given Schedule 7.1 (<i>Charges and invoicing</i>);
"Exit Day"	shall have the meaning as defined 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 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 6 (<i>Exit Plan</i>) of Schedule 8.5 (<i>Exit Management</i>);
"Expedited Dispute Timetable"	the reduced timetable for the resolution of Disputes set out in Paragraph 3 of Schedule 8.4 (<i>Dispute Resolution Procedure</i>);
"Expert"	has the meaning given in Schedule 8.4 (<i>Dispute Resolution Procedure</i>);
"Expert Determination"	the process described in Paragraph 6 of Schedule 8.4 (<i>Dispute Resolution Procedure</i>);
"Final Termination Warning Notice"	has the meaning given to it in Clause 34.4 (<i>Termination for Persistent Breach</i>);
"Financial Distress Event"	the occurrence of one (1) 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 Services in accordance with this Agreement in the event that a Financial Distress Event occurs;
“Financial Model”	has the meaning given in Schedule 7.5 (<i>Financial Reports and Audit Rights</i>);
“Financial Reports”	has the meaning given in Schedule 7.5 (<i>Financial Reports and Audit Rights</i>);
“Financial Transparency Objectives”	has the meaning given in Schedule 7.5 (<i>Financial Reports and Audit Rights</i>);
“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. Force Majeure Events may include 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 excludes any industrial dispute of the Affected Party or its personnel;
“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>);
"UK GDPR"	means, the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (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 and as amended by Schedule 1 to the Data Protection, Privacy and Electronic Communications

(Amendments etc) (EU Exit) Regulations 2019 (SI 2019/419) along with the codes of practice, codes of conduct, regulatory guidance and standard clauses and other related or equivalent domestic legislation, as updated from time to time;

“Gain Share Calculation”

has the meaning given in Schedule 7.1 (*Charges and invoicing*);

“General Anti-Abuse Rule”

- (a) the legislation in Part 5 of the Finance Act 2013;
- (b) the legislation in sections 10 and 11 of the National Insurance Contributions Act 2014; and
- (c) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid any Tax;

“General Change in Law”

a Change in Law where the change is of a general legislative nature (including Tax 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 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;

“Goods”

goods or equipment that are sold by the Supplier as part of the Services;

“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 Appendix 1 (*Group Structure Information and Resolution Commentary*) of Part 2 (*Corporate Resolution Planning*) of Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning*);

“Guarantee”

the deed of guarantee in favour of the Authority entered into by the Guarantor on or about the date of this Agreement (which is in the form set out in Schedule 10 (*Guarantee*)), or any guarantee acceptable to the Authority that replaces it from time to time;

“Guarantor”	Accenture plc, a company organised in Ireland with company number 471706 and whose registered office is at 1 Grand Canal Square, Grand Canal Harbour, Dublin 2, Ireland;
“Guarantor Confirmation”	means the written confirmation from the Board in accordance with Paragraph 8 of Schedule 7.4 (<i>Financial Distress</i>);
“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 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;
“Impact Assessment”	has the meaning given in Schedule 8.3 (<i>Change Control Procedure</i>);
“Incumbent Supplier”	means the supplier to the Authority of services substantially similar to the Services prior to the relevant Operational Services Commencement Date for such Service. In respect of the Services as at the Effective Date, the Incumbent Supplier is the Supplier;
“Indemnified Person”	the Authority and each and every person to whom the Authority (or any direct or indirect sub-licensee of the Authority) sub-licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with this Agreement;
“Indexation” or “Index”	has the meaning given in Schedule 7.1 (<i>Charges and Invoicing</i>);
“In-Flight Projects”	the projects listed in Schedule 6.4 (<i>In-Flight Projects</i>) as amended from time to time;
“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);
“Insurances”	has the meaning given to it in Paragraph 1.1 of Schedule 2.5 (<i>Insurance Requirements</i>);
“Integration Services”	means the Services described under the heading “Integration Services” in Part C (<i>Project Services</i>) of Schedule 2.1 (<i>Services Description</i>);
“Initial Operational Service Commencement Date”	means 1 June 2022;
“Initial Operational Services”	means the BASM Services;
“Initial Upload Date”	means the occurrence of an event detailed in Schedule 8.2 (<i>Reports and Records</i>) Annex 4 (<i>Records to Upload to Virtual Library</i>) which requires the Supplier to provide its initial upload of the relevant information to the Virtual Library;
“In-scope Certificate Software”	has the meaning given in Schedule 2.1 (<i>Services Description</i>);
“In-scope Licences”	has the meaning given in Schedule 2.1 (<i>Services Description</i>);
“Insolvency Event”	with respect to any person, means: <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 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 that person with one or more other companies or the solvent reconstruction of that person;
- (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;
 - (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) calendar days;
 - (e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
 - (f) where that person is a company, a LLP or a partnership:
 - (i) a petition is presented (which is not dismissed within fourteen (14) calendar 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;
 - (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;
 - (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

- (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
- (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;

“Intellectual Property Rights” or “IPRs” means:

- (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;
- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- (c) all other rights having equivalent or similar effect in any country or jurisdiction;

“Intervention Cause” has the meaning given in Clause 30.1 (*Remedial Adviser*);

“Intervention Notice” has the meaning given in Clause 30.1 (*Remedial Adviser*);

“Intervention Period” has the meaning given in Clause 30.2(c) (*Remedial Adviser*);

“Intervention Trigger Event”

- (a) any event falling within limb (a), (d), (f) or (h) of the definition of a Supplier Termination Event;
- (b) any event falling within limb (b) or (e) of the definition of Step-In Trigger Event;
- (c) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services;
- (d) the Supplier committing a Major KPI Failure or a Critical KPI Failure; and/or

- (e) the Supplier not Achieving a Key Milestone within seventy five (75) days of its relevant Milestone Date;

“IPRs Claim”

any third party claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPRs or Non-Party 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 Non-Party 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. For clarity, an IPRs Claim includes any claim in which any Indemnified Person is, or is threatened to be, a party for any alleged infringement of any Non Party IPRs arising from publication of the Specially Written Software and the Project Specific IPRs (which are in the nature of software) as Open Source under Clause 19A.1;

“ISMS”

has the meaning given in Schedule 2.4 (*Security Management*);

“IT”

information and communications technology;

“IT Environment”

the Authority System and the Supplier System;

“ITSM Tool” or “HMRC’s ITSM Tool”

has the meaning given in Schedule 2.1 (*Services Description*);

“Key Milestone”

the Milestones identified in the Transition Plan or any Project Plan as key milestones in respect of which Delay Payments may be payable in accordance with Paragraph 1 of Part C of Schedule 7.1 (*Charges and Invoicing*) if the Supplier fails to Achieve the Milestone Date in respect of such Milestone;

“Key Performance Indicator” or “KPI”

the key performance measures for the Supplier’s performance of the Services as set out in Table 1 of Part I of Annex 1 of Schedule 2.2 (*Performance Levels*) to which Service Credits apply;

“Key Personnel”

those persons appointed by the Supplier to fulfil the Key Roles, being the persons listed in Schedule 9.2 (*Key Personnel*) against each Key Role

	as at the Effective Date or as amended from time to time in accordance with Clauses 14.5 and 14.6 (<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 14.4 (<i>Key Personnel</i>);
“Key Sub-contract”	each Sub-contract with a Key Sub-contractor;
“Key Sub-contractor”	any Sub-contractor: <ul style="list-style-type: none"> (a) which, in the reasonable opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or (b) with a Sub-contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) ten per cent (10%) of the aggregate Charges forecast to be payable under this Agreement (as set out in the Financial Model);
“Know-How”	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the Services but excluding know how already in the other Party’s possession before this Agreement;
“KPI Failure”	a failure to meet the Target Performance Level and meeting the Minor Failure Performance Threshold in respect of a Key Performance Indicator;
“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 9.5 (<i>Maintenance</i>);
"Major Failure Performance Threshold"	means the relevant level of performance designated as such for a Performance Indicator and set out in the relevant table in Part I of Annex 1 of Schedule 2.2 (<i>Performance Levels</i>);
“Major KPI Failure”	shall have the meaning given, in relation to the relevant Key Performance Indicator, in Paragraph 1.7 of Part A of Schedule 2.2 (<i>Performance Levels</i>);
“Major SPI Failure”	shall have the meaning given, in relation to the relevant Subsidiary Performance Indicator, in Paragraph 1.7 of Part A of Schedule 2.2 (<i>Performance Levels</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;
“Management Information”	the management information specified in Schedule 2.2 (<i>Performance Levels</i>), Schedule 7.1 (<i>Charges and Invoicing</i>) and Schedule 8.1 (<i>Governance</i>) to be provided by the Supplier to the Authority;
“Maximum Step-in Period”	has the meaning given in Clause 31.5 (<i>Step-in rights</i>);
“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), as is specified for each Key Performance Indicator and Subsidiary Performance Indicator in the relevant table set out at Annex 1 (<i>Key Performance</i>

	<i>Indicators and Subsidiary Performance Indicators)</i> to Schedule 2.2 (<i>Performance Levels</i>);
“Milestone”	an event or task described in the Transition Plan or a Project Plan which, if applicable, shall be completed by the relevant Milestone Date;
“Milestone Achievement Certificate”	the certificate to be granted by the Authority when the Supplier has Achieved a Milestone, which shall be in substantially the same form as that set out in Annex 3 (<i>Milestone Achievement Certificate</i>) of Schedule 6.2 (<i>Test and Assurance</i>);
“Milestone Adjustment Payment Amount”	in respect of each CPP Milestone the subject of a Milestone Adjustment Payment Notice, an amount determined in accordance with the formula: $A - B$ where: (a) A is an amount equal to the aggregate sum of all 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 (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 (0);
“Milestone Adjustment Payment Notice”	has the meaning given in Clause 35.5 (<i>Payments by the Supplier</i>);
“Milestone Date”	the date set out as such against the relevant Milestone in the Transition Plan or a Project Plan by which the Milestone must be Achieved;
“Milestone Payment”	a payment identified in Schedule 7.1 (<i>Charges and Invoicing</i>) or a Project Work Order to be made following the issue of a Milestone Achievement Certificate;
“Milestone Retention”	has the meaning given in Schedule 7.1 (<i>Charges and Invoicing</i>);
"Minor Failure Performance Threshold"	means the relevant level of performance designated as such for a Performance Indicator and set out in the relevant table in Part I of Annex 1 of Schedule 2.2 (<i>Performance Levels</i>);

“Minor KPI Failure”

shall have the meaning given, in relation to the relevant Key Performance Indicator, in Paragraph 1.7 of Part A of Schedule 2.2 (*Performance Levels*);

“Minor SPI Failure”

shall have the meaning given, in relation to the relevant Subsidiary Performance Indicator, in Paragraph 1.7 of Part A of Schedule 2.2 (*Performance Levels*);

[REDACTED]

“Month”

a calendar month and “monthly” shall be interpreted accordingly;

[REDACTED]

[REDACTED]

[REDACTED]

“Related Third Party Dispute Initiation Notice”

has the meaning given in Paragraph 9.2 of Schedule 8.4 (*Dispute Resolution Procedure*);

“Related Third Party Dispute Resolution Procedure”

has the meaning given in Paragraph 9.1 of Schedule 8.4 (*Dispute Resolution Procedure*);

“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;
"NextGen Strand"	has the meaning given in Schedule 2.1 (<i>Services Description</i>);
"Non-Party IPRs"	any Intellectual Property Right owned or claimed to be owned by any third party (other than an Affiliate of the Supplier or a Sub-Contractor) which is found, or alleged to be found, in the Specially Written Software and the Project Specific IPRs;
"Non-retained Deliverables"	in relation to a CPP Milestone Payment Notice and each CPP Milestone the subject of that CPP Milestone Payment Notice, Deliverables provided to the Authority which relate to the relevant CPP Milestone(s) and which are not Retained Deliverables;
"Non-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 Default"	shall have the meaning given in Clause 27.2 (<i>Rectification Plan Process</i>);
"NPS Core Asset Scope"	means the Business Applications;
"NPS Remainder"	has the meaning given in Schedule 2.1 (<i>Services Description</i>);
"Object Code"	software and/or data in machine-readable, compiled object code form;
"Off-shore Location"	any place outside of the United Kingdom;
"Open Book Data"	has the meaning given in Schedule 7.5 (<i>Financial Reports and Audit Rights</i>)
"Open Source"	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;
"Open Source Publication Material"	has the meaning given in Clause 19A.2(f);
"Operating Environment"	the Authority System and the Sites;

“Operational Change”

any change in the Supplier's operational procedures which in all respects, when implemented:

- (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 Agreement;

“Operational Service Commencement Date”

means:

- (a) in relation to the Initial Operational Services, the Initial Operational Service Commencement Date;
- (b) in relation to any other Operational Service introduced after the Effective Date via the Change Control Procedure, the later of:
 - (i) the date identified in the Transition Plan or a Project Plan for the Operational Services upon which the Operational Service is to commence;
 - (ii) where the Transition Plan or a Project Plan states that the Supplier must have Achieved the relevant ATP Milestone before it can commence the provision of that Operational Service, the date upon which the Supplier Achieves the relevant ATP Milestone; and
 - (iii) any later date provided for in Schedule 2.1 (*Services Description*) in relation to that Operational Service;

“Operational Services”

the operational services described as such in the Services Description, which, as at the Effective Date, are the Initial Operational Services;

“Optimisation Project”

has the meaning given in Schedule 7.1 (*Charges and Invoicing*);

“Optimisation Strands”	has the meaning given in Schedule 2.1 (<i>Services Description</i>);
"Other Ecosystem Model"	the overarching term for the scope of the operating model comprised of the Authority and the Other Ecosystem Suppliers;
"Other Ecosystem Supplier(s)"	the Ecosystem Supplier(s) excluding the Supplier;
"Other Ecosystem Supplier Delay"	(a) a delay by an Other Ecosystem Supplier to achieve a milestone by its milestone date in accordance with its Ecosystem Agreement; or (b) a delay by an Other Ecosystem Supplier to design, develop, test or implement a deliverable by the relevant date set out in that Ecosystem Supplier's transition plan or any project plan;
“Other Supplier”	any other third party which supplies services to the Authority, including the Other Ecosystem Suppliers but excluding the Incumbent Suppliers in relation to the Services;
“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 Services as further provided for in Clause 34.2(b) (<i>Termination by the Authority</i>) or 34.6(b) (<i>Termination by the Supplier</i>), or otherwise by mutual agreement by the Parties;
“Parties” and “Party”	have the meanings respectively given on page 5 of this Agreement;
“Patchable Software”	has the meaning given in Schedule 2.1 (<i>Services Description</i>);
“Payments on Termination Overview”	has the meaning given in Schedule 7.2 (<i>Payments on Termination</i>);
“Performance Failure”	has the meaning given in Schedule 2.2 (<i>Performance Levels</i>);
“Performance Indicators”	the Key Performance Indicators and the Subsidiary Performance Indicators;

“Performance Monitoring Report”	has the meaning given in Schedule 2.2 (<i>Performance Levels</i>);
“Permitted Maintenance”	has the meaning given in Clause 9.5 (<i>Maintenance</i>);
“Persistent Breach”	means a Default which continued or recurred on more than one occasion within a six (6) Month period following the date of a Final Termination Warning Notice;
“Personal Data”	personal data (as defined in the Relevant Data Protection Laws) which is Processed by the Supplier or any Sub-contractor pursuant to or in connection with this Agreement;
“Personal Data Breach”	means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Personal Data transmitted, stored or otherwise Processed;
“Preceding Services”	has the meaning given in Clause 5.2(b) (<i>Standard of Services</i>);
“Preferred Partner Services”	the Business Application Support and Maintenance Services, the Business Application Development and Enhancement Services and the Integration Services in respect of the NPS Core Asset Scope;
“Preferred Partner Timeframes”	has the meaning given in Clause 5.15 (<i>Scope and Preferred Partner Services</i>);
“Process”	has the meaning given to it under the Relevant Data Protection Laws in relation to Personal Data and “Processed” and “Processing” shall be construed accordingly;
“Processor”	has the meaning given in the Relevant Data Protection Laws;
“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> <ul style="list-style-type: none"> (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity;

- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- (c) an offence:
 - (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);
 - (ii) under legislation or common law concerning fraudulent acts (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017); or
 - (iii) defrauding, attempting to defraud or conspiring to defraud the Authority; or
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

“Prohibited Transaction”

has the meaning given in Clause 10.18 (*Use of Off-shore Tax Structures*);

"Project"

any programme of work which has been agreed by the Authority and the Supplier in accordance with the procedures set out in Schedule 6.3 (*Projects and Ordering*) (or equivalent). Such programme of work may involve the participation of an Other Supplier and require project management and project office activity;

“Project Charges”

has the meaning given in Schedule 7.1 (*Charges and Invoicing*);

“Project Commitment Shortfall”

has the meaning given in Schedule 7.1 (*Charges and Invoicing*);

"Project Plan"

the agreed project plan for a Project set out in, attached to or included by reference in the relevant Project Work Order;

“Project Services”

has the meaning given in Schedule 2.1 (*Services Description*);

“Project Specific IPRs”

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 but shall not include the Supplier Background IPRs or the Specially Written Software;
"Project Work Order"	has the meaning given in Schedule 6.3 (<i>Projects and Ordering</i>);
"Public Sector Dependent Supplier"	means a supplier where that Supplier, or that Supplier's Group has Annual Revenue of fifty million pounds Sterling (£50,000,000) or more of which over fifty per cent (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 Appendix II of Part 2 of Schedule 8.6 (<i>Service Continuity Plan and Corporate Resolution Planning</i>);
"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 (<i>Key Performance Indicators and Subsidiary Performance Indicators</i>) of Schedule 2.2 (<i>Performance Levels</i>) which shall not constitute Commercially Sensitive Information;
"Quality Plans"	has the meaning given in Clause 6.2 (<i>Quality Plans</i>);
"Quarter"	the first three (3) Service Periods and each subsequent three (3) Service Periods (save that the final Quarter shall end on the date of termination or expiry of this Agreement);
"Rate Cards"	has the meaning given in Schedule 7.1 (<i>Charges and Invoicing</i>);
"Recipient"	has the meaning given in Clause 21.1 (<i>Confidentiality</i>);
	
	
"Records"	has the meaning given in Schedule 8.2 (<i>Reports and Records</i>);
"Rectification Plan"	a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default;

“Rectification Plan Failure”

- (a) the Supplier failing to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in Clauses 27.7 (*Submission of the draft Rectification Plan*) or 27.11 (*Agreement of the Rectification Plan*);
- (b) where the relevant Notifiable Default was caused by a Default of the Supplier, the Authority, acting reasonably, rejecting a revised draft of the Rectification Plan for that Notifiable Default that is submitted by the Supplier pursuant to Clause 27.10 (*Agreement of the Rectification Plan*) more than twice;
- (c) the Supplier failing to rectify a material Default within the later of:
 - (i) thirty (30) Working Days of a notification made pursuant to Clause 27.3 (*Notification*); and
 - (ii) where the Parties have agreed a Rectification Plan in respect of that material Default and the Supplier can demonstrate that it is implementing the Rectification Plan in good faith, the date specified in the Rectification Plan by which the Supplier must rectify the material Default;
- (d) where a Rectification Plan has been implemented a Performance Failure re-occurring in respect of the same Key Performance Indicator and for the same (or substantially the same) root cause (in relation to which a Rectification Plan was implemented) on two or more occasions in the period ending on the date falling 6 months (or, where the relevant KPI has a Measurement Period longer than 6 months, at the end of the next complete Measurement Period) following the date set for the completion of the Rectification Plan (or, if later, the date that the Supplier indicates that the Rectification Plan is complete);

- (e) the Supplier not Achieving a Key Milestone by the expiry of the Delay Deduction Period; and/or
- (f) following the successful implementation of a Rectification Plan in relation to a Notifiable Default that is caused by a Default of the Supplier, 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;

“Rectification Plan Process”	the process set out in Clauses 27.7 (<i>Submission of the draft Rectification Plan</i>) to 27.12 (<i>Agreement of the Rectification Plan</i>);
“Registers”	has the meaning given in Schedule 8.5 (<i>Exit Management</i>);
“Reimbursable Expenses”	has the meaning given in 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;
"Release"	means in relation to any Deliverables (including Specially Written Software and Project Specific IPRs (which are in the nature of software)) the stage in the development process whereby those Deliverables are intended to be put in to live operation or production following successful completion of acceptance tests;
"Relevant Data Protection Laws"	means: (i) the Data Protection Act 2018; (ii) the UK GDPR, the Law Enforcement Directive (Directive EU 2016/680) and any applicable national implementing Laws as amended from time to time; (iii) any other applicable Laws relating to the processing of personal data and privacy; and (iv) all applicable guidance, standard terms, codes of practice and codes of conduct issued by the Information Commissioner and other relevant regulatory, supervisory and legislative bodies in relation to such Laws;
“Relevant IPRs”	IPRs used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to

	<p>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;</p>
"Relevant Preceding Services"	has the meaning given in Clause 5.2(b)(ii) (<i>Standard of Services</i>);
"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, resident or liable to any Tax;
"Relevant Transfer"	a transfer of employment to which the Employment Regulations applies;
"Relief Notice"	has the meaning given in Clause 32.2 (<i>Authority Cause and Ecosystem Failures</i>);
"Remedial Adviser"	the person appointed pursuant to Clause 30.2 (<i>Remedial Adviser</i>);
"Remedial Adviser Failure"	has the meaning given in Clause 30.7 (<i>Remedial Adviser</i>);
"Replacement Services"	any services which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination or Partial Termination of this Agreement, whether those services are provided by the Authority internally and/or by any third party;
"Replacement 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);
“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>);
“Requirement Tracking Tool”	means the Supplier's requirement tracking tool approved by the Authority for the Supplier's use from time to time in connection with the delivery of the Services and which, as at the Effective Date, is the Supplier's licence of JIRA;
“Retained Deliverables”	has the meaning given in Clause 35.6(b) (<i>Payments by the Supplier</i>);
“Risk Register”	the register of strategic risks and contingencies to be monitored by the Parties in accordance with Paragraph 7 (<i>Risk Register</i>) of Part C (<i>Adjustments to the Charges and Risk Register</i>) of Schedule 7.1 (<i>Charges and Invoicing</i>), a template for which is set out in Annex 4 of Schedule 7.1 (<i>Charges and Invoicing</i>);
“Sanitised Personal Data”	data derived from Authority Personal Data which has had any designatory data identifiers removed so that an individual cannot be identified;
“Seat Charge”	has the meaning given in Schedule 7.1 (<i>Charges and invoicing</i>);
“Security Management Plan”	the Supplier's security plan as attached as Annex 2 of Schedule 2.4 (<i>Security Management</i>) and as subsequently developed and revised pursuant to Paragraphs 4 and 5 of Schedule 2.4 (<i>Security Management</i>);
“Service Beneficiary”	means an entity, other than the Authority, that may receive the benefit of some aspect of the Services and whom the Authority shall notify to the Supplier from time to time (as set out in Schedule 2.7 (<i>Services Recipients and Services Beneficiaries</i>) and as updated from time to time in accordance with Clause 44.13 (<i>Addition and/or removal of Service Recipients and/or Service Beneficiaries</i>));
“Service Charges”	the periodic, recurring payments made in accordance with Schedule 7.1 (<i>Charges and</i>

	<i>Invoicing</i>) in respect of the supply of the Operational Services, and excludes any Project Charges, Transition Charges and Exit Charges (other than those Charges for the continued provision of the Operational Services during the Termination Assistance Period);
“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 and insolvency continuity services set out in Schedule 8.6 (<i>Service Continuity Plan and Corporate Resolution Planning</i>);
“Service Credit Cap”	has the meaning given in Schedule 2.2 (<i>Performance Levels</i>);
“Service Credits”	credits payable by the Supplier due to the occurrence of one (1) or more KPI Failures, calculated in accordance with Paragraph 7.5 (<i>Service Credits and amount at risk</i>) of Part A (<i>Performance Indicators and Service Credits</i>) of Schedule 2.2 (<i>Performance Levels</i>);
“Service Period”	a calendar Month, save that: <ul style="list-style-type: none"> (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 and described as such against the relevant Severity Level for a Key Performance Indicator in the table in Annex 1 (<i>Key Performance Indicators and Subsidiary Performance Indicators</i>) of Schedule 2.2 (<i>Performance Levels</i>);
“Service Recipient”	means those listed as such in Schedule 2.7 (<i>Service Recipients and Service Beneficiaries</i>) (as such Schedule is amended from time to time in accordance with Clause 44.13 (<i>Addition and/or removal of Service Recipients and/or Service Beneficiaries</i>)), being Other Government Departments and any other third party

	other than the Authority (subject to Clause 44.6 (<i>Service Recipients and Service Beneficiaries</i>)) to which the Supplier shall provide all or part of the Services;
“Services”	any and all of the services to be provided by the Supplier under this Agreement, including those set out in Schedule 2.1 (<i>Services Description</i>);
“Services Description”	the services description set out in Schedule 2.1 (<i>Services Description</i>);
“Service Transfer Date”	has the meaning given in Schedule 9.1 (<i>Staff Transfer</i>);
“Severity Levels”	has the meaning given in Schedule 2.2 (<i>Performance Levels</i>);
“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 style="padding-left: 40px;">(i) the Services are (or are to be) provided; or</p> <p style="padding-left: 40px;">(ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or</p> <p>(b) where:</p> <p style="padding-left: 40px;">(i) any part of the Supplier System is situated; or</p> <p style="padding-left: 40px;">(ii) any physical interface with the Authority System takes place;</p>
“SME”	means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the European Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises
“Social Value”	means the social, economic or environmental benefits set out in the Authority’s Requirements;
“Social Value Initiatives”	has the meaning given in Schedule 2.2 (<i>Performance Levels</i>);
“Software”	Specially Written Software, Supplier Software and Third Party Software;

“Software Supporting Materials”	has the meaning given in Clause 16.6(b) (<i>Specially Written Software and Project Specific IPRs</i>);
“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 or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Agreement;
“Specific AD Data”	<p>means the following in relation to the development testing Services performed by the Supplier:</p> <ul style="list-style-type: none"> (a) the information contained in instances of Jira and Confluence referred to in Schedule 4.4 (<i>Third Party Contracts</i>); (b) the regression test packs with data used in development testing (referred to as “rummaged data”), code repository, artefact repository and build master) (referred to as “GIT”), (c) instances of the tools referred to as “Puppet” and “Nexus”; and (d) the database referred to as “MongoDB” which is used to back-up user permissions instances in respect of the Business Applications.
“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 to any other Central Government Bodies;
“SPI Failure”	a failure to meet the Target Performance Level and meeting the Minor Failure Performance Threshold in respect of a Subsidiary Performance Indicator;

“Sprint”	means the process pursuant to which the software is written for a given User Story in a defined timebox or with a defined output;
“Staffing Information”	has the meaning given in Schedule 9.1 (<i>Staff Transfer</i>);
“Standard Contractual Clauses”	means the standard contractual clauses for the transfer of personal data to processors established in third countries, as approved by the European Commission in Decision 2010/87/EU, or any set of clauses approved by the European Commission or a supervisory authority (as such term is defined by the UK GDPR) which subsequently amends, replaces or supersedes these;
“Standards”	the standards, policies and/or procedures as at the Effective Date that are identified in Schedule 2.3 (<i>Standards</i>);
“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 Services or any material part of the Services; (c) the Authority considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this Agreement; (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 Services; and/or (f) a need by the Authority to take action to discharge a statutory duty;
“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 ;
“Strategic Board”	has the meaning given in Schedule 8.1 (<i>Governance</i>);
“Sub-contract”	<p>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):</p> <ul style="list-style-type: none"> (a) all or any part of the Services; (b) facilities or services which are material for the provision of the Services or any part thereof; or (c) facilities or services which are necessary for the management, direction or control of the Services or any part thereof, but excluding in respect of this limb (c) only any management activities undertaken by Supplier Affiliates to the extent that such activities form part of the Supplier Group’s quality assurance and management processes;
“Sub-contractor”	<p>any third party with whom:</p> <ul style="list-style-type: none"> (a) the Supplier enters into a Sub-contract; or (b) a third party under (a) above enters into a Sub-contract, <p>or the servants or agents of that third party;</p>
“Sub-processor”	has the meaning given at Clause 23.5 (<i>Protection of Personal Data</i>);
“Subsidiary Undertaking”	has the meaning set out in section 1162 of the Companies Act 2006;
“Subsidiary Performance Indicator” or “SPI”	the performance measures for the Supplier’s performance of the Services as set out in Table 2 of Part I of Annex 1 (<i>Key Performance Indicators and</i>

Subsidiary Performance Indicators) of Schedule 2.2 (*Performance Levels*) to which Service Credits do not apply;

“Successor Body”

has the meaning given in Clause 37.5 (*Assignment and Novation*);

“Supplier Background IPRs”

- (a) Intellectual Property Rights owned by the Supplier or its Affiliates 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 or its Affiliates independently of this Agreement,

which in each case (i) is or will be used before or during the Term for designing, testing implementing or providing the Services, and (ii) including any enhancements, modifications or derivatives thereof, but (iii) excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software;

“Supplier COTS Background IPRs”

means any embodiments of Supplier Background IPRs that:

- (a) the Supplier or its Affiliates makes generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and
- (b) has a Non-trivial Customer Base;

“Supplier COTS Software”

Supplier Software (including open source software) that:

- (a) the Supplier or its Affiliates makes generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and
- (b) has a Non-trivial Customer Base;

"Supplier 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 [and which are integral to the ongoing operation of services substantially similar to the Services following the end of the Term;
"Supplier Executive"	means the Supplier's Authority account lead managing director or their delegate from time to time;
"Supplier Group"	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
[REDACTED]	[REDACTED]
[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;
"Supplier Non-COTS Software"	Supplier Software that is not Supplier COTS Software;
"Supplier Non-Performance"	has the meaning given in Clause 32 (<i>Authority Cause and Ecosystem Failures</i>);
"Supplier Personnel"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance of the Supplier's obligations under this Agreement;
"Supplier Policies and Procedures Manual" or "SPPM"	has the meaning given in Schedule 2.1 (<i>Services Description</i>);
"Supplier Profit"	has the meaning given in Schedule 7.1 (<i>Charges and Invoicing</i>);
"Supplier Profit Margin"	has the meaning given in Schedule 7.1 (<i>Charges and Invoicing</i>);
"Supplier Representative"	the representative appointed by the Supplier pursuant to Clause 11.3 (<i>Representatives</i>);
"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 as specified as such in Schedule 5 (<i>Intellectual Property Rights</i>) or as agreed in

	accordance with Clause 17.5, in each case, including enhancements, modifications or derivatives thereof;
“Supplier Solution”	the Supplier's solution for the Services set out in Schedule 4.1 (<i>Supplier Solution</i>) including any Annexes of that Schedule;
“Supplier System”	the information and communications technology system used by the Supplier in implementing and performing the Services including the Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Authority System);
“Supplier Termination Event”	<ul style="list-style-type: none"> (a) the Supplier's level of performance constituting an Unacceptable Performance Failure or a Critical KPI Failure; (b) the Supplier's level of performance constitutes a Persistent Breach; (c) the Supplier committing a material Default which is irremediable; (d) as a result of the Supplier's Default, the Authority incurring Losses in any Contract Year which exceed eighty per cent (80%) of the value of the aggregate annual liability cap for that Contract Year as set out in Clause 25.4(a) (<i>Financial Limits</i>); (e) a Remedial Adviser Failure; (f) a Rectification Plan Failure; (g) an Escalation Process Failure; (h) where a right of termination is expressly reserved in this Agreement pursuant to: <ul style="list-style-type: none"> (i) Clause 19 (<i>IPRs Indemnity</i>); (ii) Clause 40.6(b) (<i>Prevention of Fraud and Bribery</i>); and/or (iii) Paragraph 6 of Schedule 7.4 (<i>Financial Distress</i>); (iv) Paragraph 12 of Part 2 to Schedule 8.6 (<i>Service Continuity Plan and Corporate Resolution Planning</i>); (i) the representation and warranty given by the Supplier pursuant to Clause 3.2(i) (<i>Warranties</i>) being materially untrue or misleading;

- (j) the Supplier committing a material Default or failing to provide details of steps being taken and mitigating factors pursuant to Clauses 10.9 to 10.17 (*Promoting Tax Compliance*) which in the reasonable opinion of the Authority are acceptable;
- (k) the Supplier committing a material Default under any of the following:
 - (i) Clause 5.6(j) (*Services*);
 - (ii) Clauses 10.9 to 10.17 (inclusive) (*Promoting Tax Compliance*);
 - (iii) Clauses 10.18 and 10.21 (*Use of Off-shore Tax Structures*);
 - (iv) Clause 14.8 (*Income Tax and National Insurance Contributions*);
 - (v) Clause 23 (*Protection of Personal Data*);
 - (vi) Clause 22 (*Transparency and Freedom of Information*);
 - (vii) Clause 21 (*Confidentiality*);
 - (viii) Clause 36 (*Compliance*);
- (l) the Supplier's material Default in respect of any security requirements set out in Schedule 2.1 (*Services Description*), Schedule 2.4 (*Security Management*) or the Baseline Security Requirements; and/or
- (m) the Supplier's material Default in respect of any requirements set out in Schedule 9.1 (*Staff Transfer*);
- (n) an Insolvency Event occurring in respect of the Supplier or the Guarantor;
- (o) the Guarantee ceasing to be valid or enforceable for any reason (without the Guarantee being replaced with a comparable guarantee to the satisfaction of the Authority with the Guarantor or with another guarantor which is acceptable to the Authority);
- (p) any failure by the Supplier to enter into or to comply with an Admission Agreement under the Annex to either Part A or Part B of Schedule 9.1 (*Staff Transfer*);
- (q) the Authority has become aware that the Supplier should have been excluded under

Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Agreement;

- (r) the Supplier:
 - (i) commits an irremediable breach of the Admission Agreement; or
 - (ii) commits a breach of the Admission Agreement which, where capable of remedy, it fails to remedy within a reasonable time and in any event within twenty eight (28) calendar days of the date of a notice giving particulars of the breach and requiring the Supplier to remedy it; or
- (s) a failure by the Supplier to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law; or
- (t) the Supplier commits a breach of any of the requirements set out at Clause 36.5 (*Modern Slavery Act*);

“Supply Chain Transparency Report”	means the report provided by the Supplier to the Authority in the form set out in Annex 5 of Schedule 8.2 (<i>Reports and Records</i>);
“TAAR” or “Targeted Anti-Avoidance Rule”	means provision(s) in any legislation which seeks to prevent avoidance of any Tax;
“Target Performance Level”	the minimum level of performance for a Performance Indicator which is required by the Authority, as set out and described as such in respect of the relevant Performance Indicator in the relevant tables in Annex 1 of Schedule 2.2 (<i>Performance Levels</i>);
“Target Profit”	has the meaning given in Schedule 7.1 (<i>Charges and invoicing</i>);
“Target Profit Margin”	has the meaning given in Schedule 7.1 (<i>Charges and invoicing</i>);
“Tax”	means: <ul style="list-style-type: none"> (a) all forms of tax whether direct or indirect;

- (b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;
- (c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and
- (d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,

in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;

“Tax Revenue”

means any Tax, levy or duty due to be collected by the Authority and/or any reimbursement of Tax, levy or duty, correctly paid to the Authority, as a result of a Default by the Supplier;

“Term”

means the period commencing on the Effective Date and ending on the date five (5) years from the Initial Operational Service Commencement Date;

“Termination Assistance”

the services and activities to be performed by the Supplier pursuant to Schedule 8.5 (*Exit Management*);

“Termination Assistance Notice”

has the meaning given in Paragraph 7.1 (*Notification of Requirements for Termination Services*) of Schedule 8.5 (*Exit Management*);

“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, subject to Paragraph 7.1(g) (*Notification of Requirements for Termination Services*) of Schedule 8.5 (*Exit Management*), and as such period may be extended pursuant to Paragraph 7.2 (*Notification of Requirements for Termination Services*) of Schedule 8.5 (*Exit Management*);

“Termination Date”

the date set out in a Termination Notice (and which is in accordance with Clause 34 (*Termination Rights*)) on which this Agreement (or a part of it as the case may be) is to terminate;

“Termination Notice”	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Agreement (or any part thereof) on a specified date and setting out the grounds for termination;
“Termination Payment”	the has the meaning given in Schedule 7.2 (<i>Payments on Termination</i>);
“Termination Services” or “Termination Assistance Services”	the services and activities to be performed by the Supplier pursuant to the Exit Plan, including, such of those activities listed in Annex 1 of Schedule 8.5 (<i>Exit Management</i>) as are agreed between the Parties, and any other services required pursuant to the Termination Assistance Notice;
“Termination Warning Notice”	has the meaning given to it in Clause 34.3 (<i>Termination for Persistent Breach</i>);
“Test Entry Criteria”	has the meaning given in Schedule 6.2 (<i>Testing Procedures</i>);
“Test Exit Criteria”	has the meaning given in Schedule 6.2 (<i>Testing Procedures</i>);
“Test Issue”	has the meaning given in Schedule 6.2 (<i>Testing Procedures</i>);
“Tests” and “Testing”	any tests required to be carried out under this Agreement, as further described in Schedule 6.2 (<i>Testing Procedures</i>) and “Tested” shall be construed accordingly;
“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 Virtual Library in accordance with the requirements outlined in Schedule 8.2 (<i>Reports and Records</i>);
“Third Party Beneficiary”	has the meaning given in Clause 44.1 (<i>Third Party Rights</i>);
“Third Party Contract”	means a Sub-contract entered into exclusively for the purpose of delivery of the Services.
“Third Party COTS IPRs”	Third Party IPRs that:

- (a) the Supplier makes generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and
- (b) has a Non-trivial Customer Base;

“Third Party COTS Software”

Third Party Software (including open source software) that:

- (a) the Supplier makes generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and
- (b) has a Non-trivial Customer base;

“Third Party IPRs”

Intellectual Property Rights owned by a third party (other than an Affiliate of the Supplier) but excluding Intellectual Property Rights owned by such third party subsisting in any Third Party Software which are used by or on behalf of the Supplier to provide the Services under this Agreement, as specified as such in Schedule 5 (*Intellectual Property Rights*) or as agreed in accordance with Clause 17.11 (*Third Party Software and Third Party IPRs*), in each case, including enhancements, modifications or derivatives thereof;

“Third Party Non-COTS IPRs”

Third Party IPRs that are not Third Party COTS IPRs;

“Third Party Non-COTS Software”

Third Party Software that is not Third Party COTS Software;

“Third Party Provisions”

has the meaning given in Clause 44.1 (*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, and is licenced, by the Supplier for the purposes of providing the Services, as specified as such in Schedule 5 (*Intellectual Property Rights*) or as agreed in accordance with Clause 17.11, in each case, including enhancements, modifications or derivatives thereof;

“Transferring Assets”	has the meaning given in Paragraph 8.2(a) of Schedule 8.5 (<i>Exit Management</i>);
“Transferring Authority Employees”	has the meaning given in Schedule 9.1 (<i>Staff Transfer</i>);
“Transferring Former Supplier Employees”	has the meaning given in Schedule 9.1 (<i>Staff Transfer</i>);
“Transferring Supplier Employees”	has the meaning given in Schedule 9.1 (<i>Staff Transfer</i>);
“Transparency Information”	has the meaning given in Clause 22.1 (<i>Transparency and Freedom of Information</i>);
“Transparency Reports”	has the meaning given in Schedule 8.2 (<i>Reports and Records</i>);
"Transition"	has the meaning given in Schedule 6.1 (<i>Transition</i>);
"Transition Plan"	the Outline Transition Plan and the Detailed Transition Plan as described in Schedule 6.1 (<i>Transition</i>);
"Transition Charges"	has the meaning given in Schedule 7.1 (<i>Charges and Invoicing</i>);
“UK”	the United Kingdom;
“UK Public Sector Business”	means any goods, service or works provision to UK public sector bodies, including Central Government Departments 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;
“UK Public Sector / CNI Contract Information”	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 11 to 13 and Appendix II of Part 2 of Schedule 8.6 (<i>Service Continuity Plan and Corporate Resolution Planning</i>);

“Unacceptable Performance Failure”	the Supplier committing a Performance Failure in respect of seventy five per cent (75%) or more of the Performance Indicators that are measured in a Service Period in relation to a Delivery Group;
“Unconnected Sub-contract”	means 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”	means any third party with whom the Supplier enters into an Unconnected Subcontract;
“Unrecovered Payment”	has the meaning given in Schedule 7.2 (<i>Payments on Termination</i>);
“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;
“Update Requirement”	means the occurrence of an event detailed in Schedule 8.2 (<i>Reports and Records</i>) Annex 4 (<i>Records to Upload to Virtual Library</i>) which requires the Supplier to update the relevant information hosted on the Virtual Library;
“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;
“User Story”	means one or more sentences written in the everyday or business language of a user of a system that captures user requirements which together constitute the requirements for a given Deliverable, agreed by the parties under a Project Work Order;
“Valid”	in respect of an Assurance, has the meaning given to it in Paragraph 11.7 of Part 2 to Schedule 8.6 (<i>Service Continuity Plan and Corporate Resolution Planning</i>);

“VAT”	value added tax as provided for in the Value Added Tax Act 1994;
“VCSE”	means voluntary, community and social enterprises which are non-governmental organisations that are value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
“Velocity Measure”	means the rate of productivity measured over time taking account of the complexity of the Services being provided;
“Waterfall”	means a linear and sequential approach to software design and systems development;
“Wilful Default”	means a default, breach of a fundamental term of this Agreement or repudiatory breach of this Agreement by the Supplier with the malicious intent to cause harm to the Authority;
“Virtual Library”	means the data repository hosted by the Supplier containing the information about this Agreement and the Services provided under it in accordance with the provisions relating to it in Schedule 8.2 (<i>Reports and Records</i>);
“Working Day”	any day other than a Saturday, Sunday or public holiday in England and Wales.