

OFFICIAL - SENSITIVE - COMMERCIAL

PCSS Framework Agreement
Schedule 1 (Definitions)

Primary Care Support Services Framework
Agreement

Schedule 1

Definitions

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Expression	Definition
"Access Control Manager"	means the persons, as appointed by the Supplier, who shall be responsible for setting up any user access requests for Open Exeter data received from Defence Medical Service medical units;
"Achieve"	(a) means in respect of a Test, to successfully pass a Test without any Test Issues; and (b) means in respect of a Milestone, the issue of a Milestone Achievement Certificate in respect of that Milestone in accordance with the provisions of Schedule 2.8 (Testing); and " Achieved " and " Achievement " shall be construed accordingly;
"Actual Volume Calculation"	has the meaning given in Paragraph 6.1 of Schedule 4.2 (Framework Charges and Rate Card) of the Framework Agreement;
"Actual Volume"	has the meaning given to it in Paragraph 6.1 of Schedule 4.2 (Framework Charges and Rate Card) of the Framework Agreement;
"Additional Services"	means the services described within in Paragraph 4 of Schedule 3.1 (Service Description) of the Framework Agreement , which are to be provided by the Supplier if requested by a Customer in accordance with the relevant Call-Off Agreement and/or the Change Control Procedure;
"Affected Party"	means the Party seeking to claim relief in respect of a Force Majeure Event;
"Affiliate"	means 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;
"Agreed Assumption Cost Impact"	has the meaning given to it in Paragraph 9.4 of Schedule 4.1 (Charges and Invoicing) of the Call-Off Terms;
"Allowable Assumptions"	means the assumptions set out in Annex 1 of Schedule 4.1 (Charges and Invoicing) of the Call-Off Terms;
"Alternative Provider Medical Services" or "APMS"	means the services provided pursuant to the Alternative Provider Medical Services contract 2014/15 allowing primary care organisations to contract with non-NHS bodies, such as voluntary or commercial sector providers (or with GMS / PMS practices) to supply enhanced and additional primary medical services;
"Annual Contract Report"	means the annual contract report to be provided by the Supplier to the Customer pursuant to Paragraph 1 of Part B in Schedule 4.4

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	(Financial Reports and Audit Rights) of the Call-Off Terms, together with a Financial Reporting Model for the year covered by the annual contract report;
"Annual Financial Statement"	has the meaning in Paragraph 3.6.2 of Schedule 5.3 (Records Provisions) of the Framework Agreement;
"Annual Volume Forecast"	means the document to be prepared and maintained by the Supplier in accordance with Paragraphs 3 to 6 of Schedule 4.2 (Framework Charges and Rate Card) of the Framework Agreement, which shall determine by Volume Forecast Year, the Banded Price and the Price Band for each Banded Service;
"Anticipated Contract Life Profit Margin"	means the anticipated Earned Gain over the Term as reflected in the Initial Financial Model;
"Applicable Supplier Personnel"	<p>means any Supplier Personnel who:</p> <ul style="list-style-type: none"> (a) at the Call-Off Termination Date: <ul style="list-style-type: none"> (i) are employees of the Supplier; (ii) are Dedicated Supplier Personnel; (iii) have not transferred (and are not in scope to transfer at a later date) to the Customer or the Replacement Supplier by virtue of the Employment Regulations; and (b) are dismissed or given notice of dismissal by the Supplier within: <ul style="list-style-type: none"> (i) Forty (40) Working Days of the Call-Off Termination Date; or (ii) such longer period required by Law, their employment contract (as at the Call-Off Termination Date) or an applicable collective agreement; and (c) have not resigned or given notice of resignation prior to the date of their dismissal by the Supplier; and (d) the Supplier can demonstrate to the satisfaction of the Customer: <ul style="list-style-type: none"> (i) are surplus to the Supplier's requirements after the Call-Off Termination Date notwithstanding its obligation to provide services to its other customers; (ii) are genuinely being dismissed for reasons of

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	<p>redundancy; and</p> <p>(iii) have been selected for redundancy by the Supplier on objective grounds other than the fact that the Supplier is entitled to reimbursement under this provision in respect of such employees;</p>
"Approved Sub-Licensee"	<p>means any of the following:</p> <p>(a) a Central Government Body;</p> <p>(b) any third party providing services to a Central Government Body; and/or</p> <p>(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;</p>
"Area Team Portal"	<p>means the web interface provided by the Supplier for Area Team Service Users to interact digitally with the Transformed Services IT Solution;</p>
"Area Team Responsible Officer"	<p>means the officer responsible in each Area Team of NHS England for all of the Performers within their geographical boundary on the Performers List;</p>
"Area Team"	<p>means the delegated function of NHS England in specific geographical areas (NB: Any references to the Area Team shall mean the regional (local geography) team);</p>
"Arm's Length Body"	<p>means one of the stand-alone national organisations sponsored by the Department of Health including without limitation the Framework Authority, any Special Health Authority, executive agency, public interest company and non-departmental public body;</p>
"Assets"	<p>means all assets and rights used by the Supplier to provide the Services pursuant to a Call-Off Agreement but excluding the Customer Equipment;</p>
"Assumption Cost Impact Threshold"	<p>means the threshold specified as the Assumption Cost Impact Threshold in Annex 1 of Schedule 4.1 (Charges and Invoicing) of the Call-Off Terms;</p>
"Assumption Cost Impact"	<p>means the direct, unavoidable cost impact (assuming that the Supplier takes all reasonable steps to mitigate such impact) that an inaccuracy in any Allowable Assumption will have on the Supplier's costs (as set out in the Financial Model) during the Transformation Period (but does not, for the avoidance of doubt, include any impact on the Supplier's costs after the end of the Transformation Period), as further set out in columns 4 (headed "Assumption Cost Impact") and 5 (headed "Basis of Calculation of Assumption Cost Impact") of the</p>

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	table at Annex 1 of Schedule 4.1 (Charges and Invoicing) of the Call-Off Terms;
"At Risk Amount" and "Service Credit Cap"	has the meaning given in Schedule 2.2 (Service Levels) of the Call-Off Terms;
"Audit Agents"	means: <ul style="list-style-type: none"> (a) the Framework Authority's or the Customer's (as the case may be) internal and external auditors; (b) the Framework Authority's or the Customer's (as the case may be) statutory or regulatory auditors; (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; (d) HM Treasury, Cabinet Office or the Framework Authority; (e) any party formally appointed by the Framework Authority or the Customer (as the case may be) to carry out audit or similar review functions; and (f) successors or assigns of any of the above;
"Audit Rights"	means the audit and access rights referred to in Clause 18 (Records, Reports, Audits and Open Book Data) of the Call-Off Terms;
"Audit"	means any exercise by the Framework Authority or the Customer of its rights of audit (including the Audit Rights) pursuant to: <ul style="list-style-type: none"> (a) in respect of the Framework Agreement, Clause 32.5 of the Framework Agreement; (b) in respect of a Call-Off Agreement, Clause 18, Paragraphs 6.3, 7.1 and 7.2 of Schedule 2.5 (Security Management) of the Call-Off Terms and Paragraph 10 of Schedule 2.8 (Testing) of the Call-Off Terms;
"Balanced Scorecard Report"	has the meaning given in Paragraph 1.1.2 of Part B of Schedule 2.2 (Service Levels) of the Call-Off Terms;
"Banded Charge"	means the mechanism according to which a Customer will pay the Banded Price for each Banded Service it receives;
"Banded Price Customer"	means a Customer that has agreed with the Supplier that Price Bands will apply to one or more Banded Services, as opposed to Service Unit Charges;
"Banded Price"	means the price applicable to the delivery of a Banded Service, which, if agreed between the Supplier and a Customer, shall be set according to the applicable Price Band and set out in respect of each

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	Banded Service in the relevant Call-Off Agreement;
"Banded Service"	has the meaning given to it in Paragraph 2.1 of Part A of Schedule 4.2 (Framework Charges and Rate Card) of the Framework Agreement;
"Baseline Security Requirements"	means the requirements set out in Annex 1 of Schedule 2.5 (Security Management) of the Call-Off Terms;
"BCDR Plan"	means collectively the Business Continuity Plan and the Disaster Recovery Plan;
"Benchmark Report"	means the report produced by the Benchmarker following the Benchmark Review as further described in Paragraph 5 of Schedule 4.5 (Value for Money Provisions) of the Call-Off Terms;
"Benchmark Review"	means a review of one or more of the Services carried out in accordance with Paragraph 4 of Schedule 4.5 (Value for Money Provisions) of the Call-Off Terms to determine whether those Services represent Good Value;
"Benchmarked Services"	means any of the Services that the Customer elects to include in a Benchmark Review under Paragraph 2.3 of Schedule 4.5 (Value for Money Provisions) of the Call-Off Terms;
"Benchmarker"	means the independent third party appointed under Paragraph 3.1 of Schedule 4.5 (Value for Money Provisions) of the Call-Off Terms;
"Beneficiary"	<p>(a) means in respect of the Framework Agreement, has the meaning given in Paragraph 1 of Schedule 5.4 (Conduct of Claims) of the Framework Agreement; or</p> <p>(b) means in respect of a Call-Off Agreement, has the meaning given in Paragraph 1 of Schedule 5.5 (Conduct of Claims) of the Call-Off Terms;</p>
"Board Members"	<p>(a) means in respect of the Framework Agreement, means the initial persons appointed by the Framework Authority and the Supplier to the Boards referred to in Schedule 5.1 (Governance) to the Framework Agreement, as may be replaced from time to time pursuant to Paragraph 2.3 of Schedule 5.1 (Governance) of the Framework Agreement;</p> <p>(b) means in respect of a Call-Off Agreement, means the initial persons appointed by the Customer and Supplier to the Boards as set out in Annex 1 of Schedule 5.1 (Call-Off Governance) of the Call-Off Terms and any replacements from time to time agreed by the Parties in accordance with Paragraph 3.3 of Schedule 5.1 (Call-Off Governance) of the Call-Off Terms;</p>

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"Board"	<p>(a) means in respect of the Framework Agreement, means a governance board referred to in Schedule 5.1 (Governance) to the Framework Agreement;</p> <p>(b) means in respect of a Call-Off Agreement, means the Service Management Board and the Stakeholder Forum and "Board" shall mean any of them;</p>
"Breach of Security"	<p>means the occurrence of:</p> <p>(a) any unauthorised access to or use of the Services, the Customer Premises, the Sites, the Supplier System, the Customer System (to the extent that it is under the control of the Supplier) and/or any IT, information or data (including the Confidential Information and the Customer Data) used by the Customer and/or the Supplier in connection with this Call-Off Agreement; and/or</p> <p>(b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Customer Data), including any copies of such information or data, used by the Customer and/or the Supplier in connection with this Call-Off Agreement;</p> <p>(c) in either case as more particularly set out in the Security requirements in Schedule 2.1 (Call-Off Service Description) of the Call-Off Terms and the Baseline Security Requirements;</p>
"Breakage Costs Payment"	<p>means an amount equal to the Redundancy Costs and the Contract Breakage Costs as at the Call-Off Termination Date as determined in accordance with Paragraph 3 of Schedule 4.2 (Payments on Termination) of the Call-Off Terms</p>
"Breast Screening Office" or "BSO"	<p>means the office that the Supplier shall support for the call and re-call processes in relation to the breast screening programme in England;</p>
"Broadly Comparable Scheme"	<p>means a registered pension scheme certified by GAD as satisfying the condition that there are no Fair Deal Employees who would overall suffer material detriment in terms of future accrual of benefit in that scheme compared with the NHS Scheme at the relevant time;</p>
"BSO Screening Portal"	<p>means the web interface provided by the Supplier for Breast Screening Office based Service Users to interact digitally with the Transformed Services IT Solution;</p>
"Business Continuity Plan"	<p>means the plan relating to business continuity, prepared by the Supplier in accordance with Paragraph 4 of this Schedule 5.7 (Business Continuity and Disaster Recovery) of the Call-Off Terms;</p>
"Business Continuity"	<p>has the meaning given to it in Paragraph 4.2.2 of Schedule 5.7</p>

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Services"	(Business Continuity and Disaster Recovery) of the Call-Off Terms;
"Business Services Authority" or "BSA"	means the Special Health Authority established under the NHS Business Services Authority (Establishment and Constitution Order) 2005 SI 2005/24/4;
"Calculating Quality Reporting Service" or "CQRS"	means the mechanism used to calculate certain payments for GP Practices across England and is capable of calculating achievement and payments on quality services, including the Quality and Outcomes Framework, Enhanced Services and other clinical services;
"Caldicott Information Governance Review"	means the independent review of information sharing in health and social care conducted by Dame Fiona Caldicott documented at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/192572/2900774_InfoGovernance_accv2.pdf ;
"Call-Off Agreement"	means a Call-Off Order Form and any appendices to it and any documents attached to it entered into between the Supplier and a Customer in accordance with the Call-Off Procedure and incorporating the Call-Off Terms;
"Call-Off Effective Date"	means in relation to each Call-Off Agreement the date on which the Call-Off Agreement is signed by both Parties;
"Call-Off Order Form"	means a call-off order form (the form of which is attached to Schedule 2.1 (Call-Off Procedure) of the Framework Agreement) which, when executed, in accordance with the Call-Off Procedure, forms a Call-Off Agreement;
"Call-Off Period"	means a period of four years, which shall commence on the Framework Effective Date;
"Call-Off Procedure"	means the procedure set out in Schedule 2.1 (Call-Off Procedure) of the Framework Agreement;
"Call-Off Records"	has the meaning given in Paragraph 2.1 of Schedule 5.6 (Records Management) to the Call-Off Terms;
"Call-Off Termination Date"	means the date set out in a Termination Notice on which a Call-Off Agreement (or a part of it as the case may be) is to terminate;
"Call-Off Terms Change"	has the meaning given to it in Paragraph 1.2 of Schedule 5.2 (Change Control Procedure) of the Call-Off Terms;
"Call-Off Terms"	means the terms set out in Schedule 2.2 (Call-Off Terms) of the Framework Agreement including the Schedules and Annexes attached thereto;
"Care Quality Commission"	means the single, integrated regulator for health and adult social care as established pursuant to the Health and Social Care Act 2008;

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"Care Trust"	means a body that provides health and social care and has been formed by a Foundation Trust or Clinical Commissioning Group alongside the Framework Authority, pursuant to section 200 of the Health and Social Care Act 2012;
"Carr-Hill"	means the Carr-Hill formula which is used to adjust the global sum total for a number of local demographics and other factors which may affect GP Practice workload;
"CEDR"	means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
"Central Government Body"	<p>means a body listed in one of the following sub-categories of the central government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</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; (d) Executive Agency; <p>or any of the following NHS bodies:</p> <ul style="list-style-type: none"> (a) each Clinical Commissioning Group; (b) each Special Health Authority; (c) each Commissioning Support Unit; (d) each NHS Trust; (e) each Mental Health Trust; (f) each Foundation Trust; (g) each Arm's Length Body; (h) the Care Quality Commission; (i) the NHS Trust Development Authority; (j) each Care Trust; (k) any medical practitioner providing general medical services as described in the Medical Act 1983;

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	<p>(l) any registered dentist as described in section 26 of the Dentists Act 1984;</p> <p>(m) any dispensing optician or ophthalmic optician as described in section 36 of the Opticians Act 1989;</p> <p>(n) any pharmacist as described in section 132 of the Medicines Act 1968;</p> <p>(o) any Government body providing social care;</p> <p>(p) the Framework Authority, the Department of Health and any other Government body or organisation which performs any of the functions listed in (a) to (o) above at any time in the future or otherwise forms part of the NHS including any aggregation of any of the persons listed in (a) to (o) above;</p> <p>(q) any other entity engaged or nominated by any of the persons listed in (a) to (o) above; and</p> <p>(r) any other person authorised by any of the persons listed in (a) to (q) to use or otherwise have the benefit of the Services for the purpose of providing healthcare, social care, dental services, ophthalmic services or pharmacy services or any related or associated services;</p>
"Central Health Register Inquiry System"	means the database software (commonly referred to as "CHRIS") for the NHS Central Register;
"Certificate of Costs"	means has the meaning given to it in Schedule 4.4 (Financial Reports and Audit Rights) of the Call-Off Terms;
"Cervical Screening Quality Assurance"	means the published national quality assurance guidelines (1996) for the NHS cervical screening programme and other regional systems of quality assurance;
"Change Authorisation Note"	means a form setting out an agreed Permitted Contract Change or Fast-track Change which shall be substantially in the form of Appendix 3 of Schedule 5.2 (Change Control Procedure) of the Call-Off Terms;
"Change Communication"	means any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to Schedule 5.2 (Change Control Procedure) of the Call-Off Terms;
"Change Control Procedure"	means the procedure for changing the Call-Off Terms set out in Schedule 5.2 (Change Control Procedure) of the Call-Off Terms;
"Change in Law"	means any change in Law which impacts on the performance of the Services which comes into force after the Framework Effective Date;

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"Change of Control"	means a change in the person which possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;
"Change Request"	means a written request for a Permitted Contract Change or Fast-track Change substantially in the form of Appendix 1 of Schedule 5.2 (Change Control Procedure) of the Call-Off Terms;
"Change"	means any change to this Framework Agreement or any Call-Off Agreement in accordance with: (a) in respect of the Framework Agreement, Clause 10 of the Framework Agreement; or (b) in respect of a Call-Off Agreement, Schedule 5.2 (Change Control Procedure) of the Call-Off Terms;
"Charges"	means the charges for the provision of the Services set out in Schedule 4.1 (Charges and Invoicing) of the Call-Off Terms, developed in accordance with Schedule 4.2 (Framework Charges and Rate Card) of the Framework Agreement;
"CIN"	means cervical intra-epithelial neoplasia, the most common type of abnormality found in a colposcopy;
"Claim"	(a) means in respect of the Framework Agreement, has the meaning given in Paragraph 1.2 of Schedule 5.4 (Conduct of Claims) of the Framework Agreement; (b) means in respect of a Call-Off Agreement, has the meaning given in Paragraph 1.2 of Schedule 5.5 (Conduct of Claims) of the Call-Off Terms;
"Clinical Commissioning Group"	means an organisation which is responsible for implementing the commissioning roles as set out in the Health and Social Care Act 2012;
"Commercially Sensitive Information"	means the information listed in Schedule 3.2 (Commercially Sensitive Information) of the Call-Off Terms comprising the information of a commercially sensitive nature relating to the Supplier, its IPRs or its business or which the Supplier has indicated to the Framework Authority or the Customer that, if disclosed by the Framework Authority or the Customer, would cause the Supplier significant commercial disadvantage or material financial loss;
"Commissioning Support Unit"	means a body that the Framework Authority has a power to direct and contract within as set out in the Health and Social Care Act 2012;

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"Comparable Service"	means in relation to a Benchmarked Service, a service that is identical or materially similar to the Benchmarked Service (including in terms of scope, specification, volume and quality of performance);
"Comparison Group"	means in relation to a Comparable Service, a sample group of organisations providing the Comparable Service identified by the Benchmarking under Paragraph 4.8 of Schedule 4.5 (Value for Money Provisions) of the Call-Off Terms, which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be (in the Benchmarking's professional opinion) fair comparators with the Supplier or which, in the professional opinion of the Benchmarking, are best practice organisations and, where there are a reasonable number of such organisations, referencing only those organisations that are carrying on at least a significant part of their business within the United Kingdom;
"Compensation for Unacceptable Performance Failure"	has the meaning given in Paragraph 2.6.1 of Part A of Schedule 2.2 (Service Levels) of the Call-Off Terms;
"Compensation Payment"	means the payment calculated in accordance with Paragraph 6 of Schedule 4.2 (Payments on Termination) of the Call-Off Terms;
"Compliance Certificate"	has the meaning in Paragraph 3.6.1 of Schedule 5.3 (Records Provisions) of the Framework Agreement;
"Component"	means any constituent parts of the infrastructure for a Service, hardware or Software;
"Condition Precedent"	<p>(a) means in relation to the Framework Agreement, the condition set out in Clause 2.2 (Condition Precedent) of the Framework Agreement;</p> <p>(b) means in relation to a Call-Off Agreement, the condition(s) precedent set out in Section 2 of the applicable Call-Off Order Form;</p>
"Confidential Information"	<p>(a) means Information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of the Framework Agreement or a Call-Off Agreement that relates to:</p> <p style="margin-left: 40px;">(i) the Disclosing Party Group; or</p> <p style="margin-left: 40px;">(ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party Group;</p> <p>(b) other Information provided by the Disclosing Party pursuant to or in anticipation of the Framework Agreement or a Call-</p>

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	<p>Off Agreement that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient's attention or into the Recipient's possession in connection with the Framework Agreement or a Call-Off Agreement;</p> <p>(c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with the Framework Agreement or a Call-Off Agreement and all matters arising therefrom;</p> <p>(d) Personal Data or sensitive Personal Data including without limitation which relates to any patient or other service user or his or her treatment or clinical or care history; and</p> <p>(e) Information derived from any of the above;</p> <p>but not including any Information which:</p> <p>(i) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;</p> <p>(ii) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;</p> <p>(iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of the Framework Agreement or a Call-Off Agreement or breach of a duty of confidentiality;</p> <p>(iv) was independently developed without access to the Confidential Information; or</p> <p>(v) relates to the Supplier's:</p> <ol style="list-style-type: none"> 1. performance under the Framework Agreement or a Call-Off Agreement; 2. failure to pay any Sub-contractor as required pursuant to Clause 21.11 (Supply chain protection) of the Call-Off Terms;
"Conflict of Interest"	has the meaning given to it in Clause 55.1 of the Call-Off Terms;

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"Continuing Education and Training" or "CET"	means the statutory requirement for all fully-qualified optometrists and dispensing opticians to maintain the up-to-date skills and knowledge needed to practice safely and efficiently throughout their career;
"Contract Amendment Report"	means the contract amendment report to be provided by the Supplier to the Customer pursuant to Paragraph 1 of Part B of Schedule 4.4 (Financial Reports and Audit Rights) of the Call-Off Terms, together with an updated Financial Reporting Model that takes account of the changes giving rise to the Contract Amendment Report;
"Contract Breakage Costs"	means the amounts payable by the Supplier to its third parties (as applicable) for terminating all relevant third party contracts as a direct result of the early termination of this Call-Off Agreement;
"Contract Change"	means any change to a Call-Off Agreement including any change to the Services;
"Contract Controlled Document"	means any document which is expressly stated in this Framework Agreement, the Call-Off Terms or the relevant Customer's Call-Off Order Form to be a contract controlled document or which is listed in Appendix 4 of Schedule 5.2 (Change Control Procedure) of the Call-Off Terms;
"Contract Notice"	means the notice published in the Official Journal of the European Union with reference 389139-2014-EN;
"Contract Year"	means in relation to a Call-Off Agreement: <ul style="list-style-type: none"> (a) a period of twelve (12) months commencing on the Service Commencement Date; or (b) thereafter a period of twelve (12) months commencing on each anniversary of the Service Commencement Date; provided that the final Contract Year shall end on the expiry or termination of the Term;
"Control"	means the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and " Controls " and " Controlled " shall be interpreted accordingly;
"Costs"	means the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Services: <ul style="list-style-type: none"> (a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Personnel, including:

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	<ul style="list-style-type: none"> (i) base salary paid to the Supplier Personnel; (ii) employer's national insurance contributions; (iii) pension contributions; (iv) car allowances; and (v) any other contractual employment benefits; (vi) staff training; (vii) work place accommodation; (viii) work place IT equipment and tools reasonably necessary to perform the services (but not including items included within limb (b) below); and (ix) reasonable recruitment costs, as agreed with the Customer; <p>(b) costs incurred in respect of those Assets which are detailed on the Registers and which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Assets by the Supplier to the Customer or (to the extent that risk and title in any Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Assets;</p> <p>(c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the delivery of the Services;</p> <p>but excluding:</p> <ul style="list-style-type: none"> (i) Overhead; (ii) financing or similar costs; (iii) maintenance and support costs to the extent that these relate to maintenance and/or support services provided beyond the Term, whether in relation to Assets or otherwise; (iv) taxation; (v) fines and penalties; (vi) amounts payable under Schedule 4.5 (Value for

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	<p>Money Provisions) of the Call-Off Terms; and</p> <p>(vii) non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
"Counter Notice"	has the meaning given in Paragraph 7.2 of Schedule 5.4 (Dispute Resolution Procedure) of the Call-Off Terms;
"Critical Performance Failure"	has the meaning given in Schedule 2.2 (Service Levels) of the Call-Off Terms;
"CRM"	means Customer Relationship Management; it is a technology platform used to manage an organisation's interaction with its Service Users;
"CRTPA"	means the Contracts (Rights of Third Parties) Act 1999;
"Customer Background IPRs"	<p>means in respect of each Call-Off Agreement:</p> <p>(a) IPRs owned by the Customer before the Service Commencement Date applicable to the relevant Call-Off Agreement, including IPRs contained in any of the Customer's Know-How, documentation, processes and procedures;</p> <p>(b) IPRs created by the Customer independently of the applicable Call-Off Agreement; and/or</p> <p>(c) Crown Copyright material which is not available to the Supplier otherwise than under the applicable Call-Off Agreement;</p> <p>but excluding IPRs owned by the Customer subsisting in the Customer Software;</p>
"Customer Cause"	<p>means any material breach by the Customer of any of the Customer Responsibilities, except to the extent that such breach is:</p> <p>(a) the result of any act or omission by the Customer 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>
"Customer Change Manager"	means the person appointed to that position by the Framework Authority or the Customer (as the case may be) from time to time and notified in writing to the Supplier;

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"Customer Data"	<p>means:</p> <p>(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and:</p> <p style="padding-left: 40px;">(i) which are supplied to the Supplier by or on behalf of the Framework Authority and/or the Customer; or</p> <p style="padding-left: 40px;">(ii) which the Supplier is required to generate, process, store or transmit pursuant to the Framework Agreement or to any Call-Off Agreement; or</p> <p>(b) any Personal Data for which the Framework Authority or the Customer is the Data Controller;</p>
"Customer Equipment"	<p>means any Customer Systems together with any materials, documentation, information, programs and codes supplied by the Customer to the Supplier which are or may be used in connection with the provision or receipt of the Services;</p>
"Customer Premises"	<p>means premises owned, controlled or occupied by the Customer 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);</p>
"Customer Representative"	<p>means the person identified as such in Item 12 of the relevant Call-Off Order Form;</p>
"Customer Requirements"	<p>means the requirements of the Customer pursuant to the terms of the applicable Call-Off Agreement including, but not limited to those set out in:</p> <p>(a) Schedule 2.1 (Call-Off Service Description);</p> <p>(b) Schedule 2.3 (Standards);</p> <p>(c) Schedule 2.5 (Security Management);</p> <p>(d) Schedule 2.6 (Transition Plan);</p> <p>(e) Schedule 2.7 (Transformation Plan);</p> <p>(f) Schedule 5.3 (Exit Management);</p> <p>(g) Schedule 5.6 (Records Management);</p> <p>(h) Schedule 5.7 (Business Continuity and Disaster Recovery);</p> <p>of that Call-Off Agreement, and:</p>

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	(i) Schedule 3.2 (Insurance Requirements); and (j) Schedule 5.3 (Records Provision); of the Framework Agreement;
"Customer Responsibilities"	means the responsibilities of the Customer specified in Schedule 4.3 (Customer Responsibilities) of the Call-Off Terms;
"Customer Software"	means software which is owned by or licensed to the Customer (other than under or pursuant to a Call-Off Agreement) and which is or will be used by the Supplier for the purposes of providing the Services;
"Customer Stored Data"	means any 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 that form part of Customer Equipment which the Customer commissions for use within the data centre;
"Customer System"	means the Customer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Customer or the Supplier in connection with the receipt of the Services which is owned by the Customer or licensed to it by a third party and which interfaces with the Supplier System or which is necessary for the Customer to receive the Services;
"Customer Transferring Assets Purchase Price"	means the price stated in the section labelled "Assets" in Section 3 of the Call-Off Order Form;
"Customer Transferring Assets"	means those assets referred to or listed in Appendix 11 of the Call-Off Order Form which shall transfer to the Supplier on the Call-Off Effective Date pursuant to Schedule 2.9 (Assets) of the Call-Off Terms, together with any assets subsequently identified by the Parties and agreed to be "Customer Transferring Assets" in accordance with Paragraph 3.7 of Schedule 2.9 (Assets) of the Call-Off Terms, but which shall not, in either case, include any Stock;
"Customer"	means any person or body that has entered into a Call-Off Agreement in respect of the Services offered under the Framework Agreement;
"Data Controller"	has the meaning given in the DPA;
"Data Processor"	has the meaning given in the DPA;
"Data Protection Legislation"	means, as the context requires: (a) the Data Protection Act 1998 (DPA); and

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	(b) the Access to Health Records Act 1990 (AtHR); and any other applicable Laws relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or a relevant Central Government Body in relation to such Laws;
"Data Subject Access Request Procedure"	means the data subject access request procedure as set out at Annex 4 of Schedule 2.5 (Security Management) of the Call-Off Terms;
"Data Subject Access Request"	means a request made by a Data Subject in accordance with rights granted pursuant to the DPA to access his or her Personal Data;
"Data Subject"	has the meaning given in the DPA;
"Data User Certificate"	means the form used to specify what information an applicant may have access to on Open Exeter;
"Day 1 Services"	means the Services set out and described in Schedule 2.1 (Service Description) of the Call-Off Agreement;
"Day Rate"	means the Supplier's rate for labour calculated in accordance with Annex 1 (Rate Card) of Schedule 4.2 (Framework Charges and Rate Card) of the Framework Agreement, which shall not exceed the rates set out in the Rate Card;
"Debt to EBITDA Ratio Threshold"	means the maximum Debt to EBITDA Ratio for the Guarantor as set out in Annex 1 of Schedule 4.1 (Financial Distress) of the Framework Agreement;
"Debt to EBITDA Ratio"	means, in respect of the Guarantor (as applicable) the ratio of total net borrowings including finance leases net of cash divided by EBITDA in respect of a Ratio Period;
"Dedicated Supplier Personnel"	means all Supplier Personnel then assigned to the Services or any part of the Services. If the Supplier is unsure as to whether Supplier Personnel are or should be regarded as so assigned, it shall consult with the Customer whose view shall be determinative provided that the employee has been materially involved in the provision of the Services or any part of the Services;
"Deductions"	means all Service Credits, Compensation for Unacceptable Performance Failure, Delay Payments or any other deduction which is paid or payable to the Customer under this Call-Off Agreement;
"Default"	means any breach of the obligations of the relevant Party (including abandonment of the Framework Agreement or a Call-Off Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement;

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	<p>(a) in the case of the Framework Authority, of its employees, servants, agents; or</p> <p>(b) in the case of the Supplier, of its Sub-contractors or any Supplier Personnel;</p> <p>in connection with or in relation to the subject-matter of the Framework Agreement or a Call-Off Agreement and in respect of which such Party is liable to the other;</p>
"Defence Medical Service" or "DMS"	means the delivery of support services for the Ministry of Defence of the primary medical service provision for serving armed forces personnel and their families;
"Delay Payments"	means the amounts payable by the Supplier to the Customer in respect of a delay in Achieving a Key Milestone specified in any Transition Plan and/or Transformation Plan, payable in accordance with Clause 43 of the Call-Off Terms;
"Delay"	means a delay in the Achievement of a Milestone by its Milestone Date;
"Deliverable"	means an item or feature delivered or to be delivered by the Supplier at or before a Milestone Date or at any other stage during the performance of the Framework Agreement or a Call-Off Agreement (as the context permits);
"Designated Information"	means the information listed in the table at Annex 1 of Schedule 3.2 (Commercially Sensitive Information) of the Call-Off Terms;
"Detailed Transformation Plan"	means the detailed transformation plan to be developed pursuant to Paragraph 3 of Schedule 2.7 (Transformation Plan) of the Call-Off Terms;
"Direction Letter"	means a letter issued by the NHSBSA (on behalf of the Secretary of State) pursuant to section 7(2) of the Superannuation Act (Miscellaneous Provisions Act 1967) to the Supplier setting out terms on which the Supplier is to be granted access to the NHS Scheme;
"Disaster Recovery Plan"	means the plan relating to disaster recovery, prepared by the Supplier in accordance with Paragraph 5 of Schedule 5.7 (Business Continuity and Disaster Recovery) of the Call-Off Terms;
"Disaster Recovery Services"	means the services embodied in the processes and procedures for restoring the Services following the occurrence of a Disaster;
"Disaster Recovery System"	means the system identified by the Supplier in the Supplier Solution which shall be used for the purpose of delivering the Disaster Recovery Services;

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"Disaster"	means the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part of the Services will be unavailable for period of 4 hours or which is reasonably anticipated will mean that the Services or a material part of the Services will be unavailable for that period, or that would have a material impact on the performance of the Services;
"Disclosing Party Group"	means: (a) where the Disclosing Party is the Supplier, the Supplier and any Affiliates of the Supplier; and (b) where the Disclosing Party is the Framework Authority, the Framework Authority and the Customer and/or Service Recipient and any Central Government Body with which the Framework Authority, the Customer or the Supplier interacts in connection with this Framework Agreement and/or any Call-Off Agreement;
"Disclosing Party"	has the meaning given in Clause 14.1 (Confidentiality) of the Framework Agreement, or Clause 28.1 (Confidentiality) of the Call-Off Terms (as the context permits);
"Disclosure and Barring Service"	means an executive agency that: (a) helps organisations to make safer recruitment decisions by providing appropriate access to details of spent and unspent criminal convictions and other related information in certain circumstances; and (b) provides employers and organisations engaging volunteers with information to assist them to assess the suitability of an individual for work which involves a position of trust, including work with children and vulnerable adults;
"Dispute Notice"	means 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"	means: (a) in respect of the Framework Agreement, the dispute resolution procedure set out in Schedule 5.2 (Dispute Resolution Procedure) of the Framework Agreement; and (b) in respect of any Call-Off Agreement, the dispute resolution procedure set out in Schedule 5.4 (Dispute Resolution Procedure) of the Call-Off Terms;
"Dispute"	means any dispute, difference or question of interpretation arising out of or in connection with the Framework Agreement and/or a Call-Off Agreement, including any dispute, difference or question of

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	interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where the Framework Agreement and/or a Call-Off Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
"Document Change Procedure"	means the procedure set out in Paragraph 8 (Document Change Procedure) of Schedule 5.2 (Change Control Procedure) of the Call-Off Terms;
"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> <p>(a) is required to be supplied by the Supplier to the Customer and/or Service Recipient under this Call-Off Agreement;</p> <p>(b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Customer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide Services;</p> <p>(c) is required by the Supplier in order to provide the Services; and/or</p> <p>(d) has been or shall be generated for the purpose of providing the Services;</p>
"DOTAS"	means the Disclosure of Tax Avoidance Schemes Rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992;
"DPA"	means the Data Protection Act 1998 and any other applicable Laws relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or a relevant Central Government Body in relation to such Laws;

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"Due Diligence Information"	means any information supplied to the Supplier by or on behalf of the Customer prior to the Call-Off Effective Date;
"Dynamics CRM"	means the Microsoft product adopted by the Supplier for CRM;
"Earned Expenses"	means all amounts recognised as costs in accordance with generally accepted accounting principles within the United Kingdom but excluding corporate taxation and recoverable input VAT, internal funding, group overhead allocation, financing capital payments and similar costs, amounts payable under Schedule 4.5 (Value for Money Provisions) of the Call-Off Terms, capital expenditures and non-cash items (including but not limited to depreciation, amortisation, impairments and movements in provisions), but including depreciation of agreed capital expenditure, incurred by the Supplier in respect of this Call-Off Agreement during the Gain Share Period. For the avoidance of doubt, any interest costs relating to any external financing costs set out in the Financial Model will be part of the recognised costs;
"Earned Gain"	means Earned Revenue less Earned Expenses, divided by Earned Revenue and expressed as a percentage;
"Earned Revenue"	means all Charges paid or payable to the Supplier by the Customer under this Agreement during the Gain Share Period;
"EBITA to Interest Charges Ratio Threshold"	means the minimum EBITA to Interest Charges Ratio for the Guarantor as set out in Annex 1 of Schedule 4.1 (Financial Distress) of the Call-Off Terms;
"EBITA to Interest Charges Ratio"	means in respect of the Guarantor (as applicable) the ratio of EBITA to Interest Charges in respect of a Ratio Period;
"EBITA"	means, in respect any Ratio Period, consolidated earnings before interest, taxes and amortisation;
"EBITDA"	means, in respect any Ratio Period, consolidated earnings before interest, taxes, depreciation, and amortisation;
"EIRs" or "Environmental Information Regulations"	means 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;
"Electronic Prescription Service" or "EPS"	means the service which enables medical practitioners (including GPs and practice nurses) to send prescriptions electronically to a dispenser (such as a pharmacy) of the patient's choice;
"Eligible Employee"	means any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Scheme;

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"Emergency Exit"	means any termination of a Call-Off Agreement where (i) less than six (6) months' notice is given; (ii) termination is prior to the expiry of any period of notice of termination served; or (iii) there is wrongful termination or repudiation by either Party;
"Emergency Maintenance"	means any maintenance not contained within the agreed maintenance schedule;
"Employee Liabilities"	<p>means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:</p> <ul style="list-style-type: none"> (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; (b) unfair, wrongful or constructive dismissal compensation; (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; (d) compensation for less favourable treatment of part-time workers or fixed term employees; (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions; (f) employment claims whether in tort, contract or statute or otherwise; (g) any investigation relating to employment matters by the 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"	means 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;
"Enhanced Services"	means additional paid-for services that GP Practices may provide;
"Equivalent Services Data"	means, in relation to a Comparable Service, data derived from an analysis of the Comparable Service provided by the Comparison Group as adjusted in accordance with Paragraphs 4.8.1 and 4.9 of

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	Schedule 4.5 (Value for Money Provisions) of the Call-Off Terms provided that the Benchmarker shall not use any such data that relates to a period which ended more than thirty six (36) months prior to the date of the appointment of the Benchmarker;
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
"Estimated Annual Charges"	means the estimated Charges payable by the Customer during a Contract Year, as set out in the Financial Model;
"Exclusive Assets"	means those Assets used by the Supplier or a Key Sub-contractor which are used exclusively in the provision of the Services;
"Exit Information"	has the meaning given to it in Paragraph 4.1 of Schedule 5.3 (Exit Management) of the Call-Off Terms;
"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 Customer and/or a Replacement Supplier, as set out or referred to in Schedule 5.3 (Exit Management) of the Call-Off Terms;
"Exit Manager"	means the person appointed by each Party pursuant to Paragraph 3.3 of Schedule 5.3 (Exit Management) of the Call-Off Terms for managing the Parties' respective obligations under Schedule 5.3 (Exit Management) of the Call-Off Terms ;
"Exit Plan"	means the plan produced and updated by the Supplier during the Term in accordance with Paragraph 5 of Schedule 5.3 (Exit Management) of the Call-Off Terms;
"Expedited Dispute Timetable"	means the reduced timetable for the resolution of Disputes set out in Paragraph 3 of Schedule 5.4 (Dispute Resolution Procedure) of the Call-Off Terms;
"Expert Determination"	means determination by an Expert in accordance with Paragraph 6 of Schedule 5.4 (Dispute Resolution Procedure) of the Call-Off Terms;
"Expert"	means, in relation to a Dispute, a person appointed in accordance with Paragraph 6.2 of Schedule 5.4 (Dispute Resolution Procedure) of the Call-Off Terms to act as an expert in relation to that Dispute;
"Extension Period"	has the meaning given in Clause 46.2 of the Call-Off Terms;

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"External Incident Reporting Procedure"	means the IG Toolkit incident reporting tool linked to at https://ico.org.uk/for-organisations/health/ in the "data breaches in the health and care system" section;
"Extraordinary Annual Volume Forecast Adjustment Date"	has the meaning given to it in Paragraph 5.3 of Schedule 4.2 (Framework Charges and Rate Card) of the Framework Agreement;
"Extraordinary Volume Forecast Event"	has the meaning given to it in Paragraph 4.1 of Schedule 4.2 (Framework Charges and Rate Card) of the Framework Agreement;
"Fair Deal Employees"	means those Transferring Customer Employees who are on the Relevant Transfer Date entitled to the protection of New Fair Deal and any Transferring Former Supplier Employees who originally transferred pursuant to a Relevant Transfer under the Employment Regulations (or the predecessor legislation to the Employment Regulations), from employment with the Customer and who were once eligible to participate in the NHS Scheme and who at the Relevant Transfer Date become entitled to the protection of New Fair Deal;
"Fast-track Change"	means a change as described in Paragraph 7 of Schedule 5.2 (Change Control Procedure) of the Call-Off Terms;
"Financial Distress Event"	has the meaning given in Paragraph 3.1 of Schedule 4.1 (Financial Distress) of the Framework Agreement;
"Financial Distress Service Continuity Plan"	means a plan setting out how the Supplier will ensure the continued performance and delivery of the Services in accordance with this Framework Agreement in the event that a Financial Distress Event occurs;
"Financial Model"	means the Initial Financial Model or, as applicable, the most recent approved Financial Reports;
"Financial Ratio Thresholds"	means the Debt to EBITDA Ratio Threshold and the Interest Ratio Threshold;
"Financial Ratios"	means the Debt to EBITDA Ratio and the EBITA to Interest Charges Ratio;
"Financial Reporting Model"	means the excel spreadsheet that contains the information set out in Paragraph 3 of Part C as proposed and agreed in accordance with Paragraph 2 of Part C in Schedule 4.4 (Financial Reports and Audit Rights) of the Call-Off Terms;
"Financial Reports"	means the Initial Financial Model, the latest Annual Contract Report or the latest Contract Amendment Report, whichever has been most recently approved by the Customer in accordance with Paragraph 1.1 of Part B of Schedule 4.4 (Financial Reports and Audit Rights) of the

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	Call-Off Terms;
"Financial Representative"	means a reasonably skilled and experienced member of the Supplier's staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the Open Book Data and Financial Reports in Schedule 4.4 (Financial Reports and Audit Rights) of the Call-Off Terms;
"Financial Strength Rating"	means the insurance financial strength rating for the relevant insurance entity issued by Moody's, AM Best or Standard and Poor's;
"Financial Transparency Objectives"	has the meaning given in has the meaning given in Paragraph 1 of Part A of Schedule 4.4 (Financial Reports and Audit Rights) of the Call-Off Terms;
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
"FOIA"	means 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"	<p>means any event outside the reasonable control of either Party affecting its performance of its obligations under the Framework Agreement or a Call-Off Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding:</p> <p>(a) any industrial dispute relating to the Supplier or the Supplier Personnel; or</p> <p>(b) any other failure in the Supplier's or a Sub-contractor's supply chain to the extent that such failure is not caused by an event equivalent to a Force Majeure Event;</p>
"Force Majeure Notice"	means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Forecast Expenses"	has the meaning given in Schedule 4.5 (Value for Money Provisions) of the Call-Off Terms;

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"Forecast Gain Margin"	has the meaning given in Schedule 4.5 (Value for Money Provisions) of the Call-Off Terms;
"Forecast Gain"	has the meaning given in Schedule 4.5 (Value for Money Provisions) of the Call-Off Terms;
"Forecast Revenue"	has the meaning given in Schedule 4.5 (Value for Money Provisions) of the Call-Off Terms;
"Forecast Volume"	has the meaning given to it in Paragraph 6.1.1 of Schedule 4.2 (Framework Charges and Rate Card) of the Framework Agreement;
"Forecast Volume"	has the meaning given in Schedule 4.2 (Framework Charges and Rate Card) of the Framework Agreement;
"Former Supplier"	means a supplier supplying services to the Customer before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);
"Foundation Trust"	means each body established pursuant to section 1 of the Health and Social Care (Community Health and Standards) Act 2003;
"Framework Documentation"	<p>means descriptions of the Services and Service Levels, technical specifications, user manuals, operating manuals, process definitions and procedures, and all such other documentation as:</p> <p>(a) is required to be supplied by the Supplier to the Framework Authority under the Framework Agreement;</p> <p>(b) is required by the Supplier in order to provide the Services; or</p> <p>has been or shall be generated for the purpose of providing the Services;</p>
"Framework Agreement"	means the Clauses of the Primary Care Support Services Framework Agreement dated on or around 11 August 2015 between the Framework Authority and the Supplier, together with the Schedules and Appendices to it and any documents expressly incorporated by reference in or attached to it;
"Framework Authority Representative"	has the meaning given in Paragraph 1.1.1 of Schedule 5.1 (Governance) of the Framework Agreement;
"Framework Authority"	means the National Health Service Commissioning Board (known as NHS England);
"Framework Charges"	means, in respect of a particular Service, either the Banded Charges

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	or a Service Unit Charge, as applicable;
"Framework Effective Date"	means the date on which the Framework Agreement is signed by both the Framework Authority and the Supplier;
[REDACTED]	[REDACTED]
"Framework Management Board"	means the board established pursuant to Paragraph 2.1 of Schedule 5.1 (Governance) of the Framework Agreement;
"Framework Records"	has the meaning given in Paragraph 3.1 of Schedule 5.3 (Records Provisions) of the Framework Agreement;
"Framework Term"	has the meaning given in Clause 2.1 (Term of Framework Agreement) of the Framework Agreement;
"Framework Termination Notice"	means a notice to terminate the Framework Agreement or part of the Services either immediately or at a date specified in the notice;
"GAD"	means the Government Actuary's Department;
"Gain Share Amount"	means the amount by which the Earned Gain for a particular Gain Share Period exceeds the Gain Share Threshold;
"Gain Share Calculation"	means the calculation of the Gain Share Amount as prepared from time to time in accordance with Paragraphs 6, 7 and 8 of Schedule 4.5 (Value for Money Provisions) of the Call-Off Terms;
"Gain Share Period"	means the period between the date of a Gain Share Calculation being undertaken and the Service Commencement Date;
"Gain Share Threshold"	means [REDACTED]
"Gateway Reviews"	means the process of independent peer review for NHS and other health public sector organisations of projects and programmes as detailed and described at http://healthgatewayreviews.org.uk/ (as may be amended from time to time) and including any replacement or successor review processes;
"General Anti-Abuse Rule"	means: <ul style="list-style-type: none"> (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
"General Change in Law"	means a Change in Law (other than a Specific Change in Law) where the change is of a general legislative nature (including taxation) affecting the Supplier;

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"General Medical Services" or "GMS"	means the range of healthcare that is provided by GPs as part of the NHS;
"General Ophthalmic Services" or "GOS"	means the services provided by eye care professionals carrying out a range of activities, including eye examinations and the provision of glasses, repairs and replacements;
"General Practitioners Committee"	means the committee for general practitioners in any geographical area that come together to discuss items of mutual interest;
"General Transitional Services Agreement"	means the transitional services agreement entered into between the Customer and the Supplier on the same date as this Call-Off Agreement which relates to the temporary provision of agency staff, courier, document storage, printing and postage services by the Customer to the Supplier;
"Good Industry Practice"	means 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 Framework Authority or the Customer, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;
"Good Value"	means having taken into account the Performance Indicators and Target Service Levels, the value for money of the Charges attributable to that Benchmarked Service is at least as good as the value for money of the Upper Quartile;
"GOS Claim Form"	means the form submitted by ophthalmic contractors in order to make a claim for payment;
"Government Response to the Caldicott Review"	means the Government response to the Caldicott Information Governance Review which sets out how individuals and organisations should improve the way that information is used for research, commissioning and good care documented at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/251750/9731-2901141-TSO-Caldicott-Government_Response_ACCESSIBLE.PDF ;
"Government"	means the government of the United Kingdom;
"GP Links"	means the mechanism through which the different GP systems interface with NHAIS for the exchange of patient registration data;
"GP Payment File"	means the file that is generated by the GP payment systems that is provided to the Customer's ISFE to enable payment by NHS Shared Business Services to the GP Practice;
"GP Payment Statement"	means a formal summary generated by the payment process for GPs. The statement summarises all the transactions that make up

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	the total payment;
"GP Practice Portal"	means the web interface provided by the Supplier for GP Practice based Service Users to interact digitally with the Transformed Services IT Solution;
"GP Practice"	means the practice of a general medical practitioner (whether a sole practitioner, a partnership or a body corporate);
"Guarantee"	means the deed of guarantee in favour of the Framework Authority entered into by the Guarantor on or about the date of the Framework Agreement (which is in the form set out in Schedule 6 (Guarantee)) to the Framework Agreement, or any guarantee acceptable to the Framework Authority that replaces it from time to time;
"Guarantor"	means Capita PLC, a company registered in England and Wales with company number 02081330 and whose registered office is at 71 Victoria Street, Westminster, London, SW1H 0XA;
"Half Year Financial Statements"	has the meaning in Paragraph 3.6.1 of Schedule 5.3 (Records Provisions) of the Framework Agreement;
"Halifax Abuse Principle"	means the principle explained in the CJEU Case C-255/02 Halifax and others;
"Health and Safety Policy"	means the health and safety policy of the Framework Authority and/or the Customer and/or other relevant Central Government Body as provided to the Supplier on or before the Framework Effective Date or Service Commencement Date (as the case may be) 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;
"Health and Wellbeing Board"	means the forum in which key leaders from the health and care system work together to improve the health and wellbeing of their local population and reduce health inequalities;
"Health Campaign Management Services"	means any Services delivered or to be delivered to a Customer under a Call-Off Agreement, falling within the scope of the health campaign management Services for primary care, as detailed in Section 1 of Paragraph 4.1 of Schedule 3.1 (Service Description) of the Framework Agreement;
"Health Education England"	means the NHS health and healthcare people service, responsible for the education, training and personal development of every member of staff, and recruiting for values;
"Health Equity Audit"	means the review procedure which examines how health determinants, access to relevant health services and related outcomes are distributed across the population, relative to need and

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	advises decision-makers to prioritise resources in the planning of policies, strategies and projects;
"Health Needs Assessment"	means the systematic method for reviewing the health issues facing a population, leading to agreed priorities and resource allocation that will improve health and reduce inequalities;
"HSCIC"	means the Health and Social Care Information Centre, an executive non-departmental public body, sponsored by the Department of Health;
"ICM"	means the NHAIS interface product that controls data being received in from the data transfer service (a file transfer mechanism) and sent out onto the data transfer service;
"ICT Transitional Services Agreement"	means the transitional services agreement entered into between the Customer and the Supplier on or around the Effective Date which relates to the temporary provision of ICT services [REDACTED]
"IG Toolkit"	means the system for assessing compliance with Department of Health information governance policies and standards available at: https://www.igt.hscic.gov.uk/ at the Call-Off Effective Date (or such other link or replacement as notified by the Customer from time to time);
"Impact Assessment Estimate"	has the meaning given in Paragraph 3.3 of Schedule 5.2 (Change Control Procedure) of the Call-Off Terms;
"Impact Assessment"	means an assessment of a Change Request in accordance with Paragraph 4 of Schedule 5.2 (Change Control Procedure) of the Call-Off Terms which is substantially in the form attached at Appendix 2 of Schedule 5.2 (Change Control Procedure) of the Call-Off Terms;
"Incumbent Suppliers"	has the meaning given in Schedule 4.1 (Charges and Invoicing) of the Call-Off Terms;
"Indemnified Person"	means the Customer and/or Service Recipient and each and every person to whom a Customer and/or Service Recipient (or any direct or indirect sub licensee of a Customer and/or Service Recipient) sub licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with the Call-Off Agreement;
"Indemnifier"	means: <ul style="list-style-type: none"> <li data-bbox="608 1823 1436 1917">(a) in respect of the Framework Agreement, has the meaning given in Paragraph 1.1 of Schedule 5.4 (Conduct of Claims) of the Framework Agreement; <li data-bbox="608 1951 1436 1977">(b) in relation to a Call-Off Agreement, has the meaning given in

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	Paragraph 1.1 of Schedule 5.5 (Conduct of Claims) of the Call-Off Terms;
"Industry Standard Change"	has the meaning given in Clause 19.7.1 of the Call-Off Terms;
"Industry Standard"	means the Standards set out in Annex 1 of Schedule 2.3 (Standards) of the Call-Off Terms;
"Information Governance Lead"	means a role where responsibilities include coordinating, publicising and monitoring the standards of information handling throughout the Services. The role will also include leading on caldicott, data protection and freedom of information issues ensuring that all Supplier Personnel are fully informed of their own responsibilities for maintaining the Standards;
"Information Governance Operational Protocol"	means the protocol governing the Supplier's handling of certain information, as provided by the Customer from time to time;
"Information Security Incident"	means any violation of the Customer's IG policies (including the Information Governance Operational Protocol) including, but not limited to, incidents that affect disclosure, denial of access to, destruction or modification of the Customer Data;
"Information"	means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);
"Initial Financial Model"	means the set of excel spreadsheets that are included within Annex 1 of Schedule 4.4 (Financial Reports and Audit Rights) of the Call-Off Terms;
"Initial Term"	means the period of seven years from and including the Service Commencement Date;
"Insolvency Event"	means: <ul style="list-style-type: none"> (a) the other Party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or: <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) the other Party commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of

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	<p>arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;</p> <p>(c) a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party;</p> <p>(d) a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within fourteen (14) days;</p> <p>(e) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where the other Party is a company, a LLP or a partnership:</p> <p>(iii) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one or more other companies or the solvent reconstruction of that other Party;</p> <p>(iv) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over the other Party;</p> <p>(v) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver; or</p> <p>(vi) (being a partnership) the holder of an agricultural floating charge over the assets of that other Party has become entitled to appoint or has appointed an agricultural receiver; or</p> <p>(g) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has</p>

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	an effect equivalent or similar to any of the events mentioned above;
"Institutional Investor"	means an organisation whose primary purpose is to invest its own assets or those held in trust by it for others, including banks, mutual funds, pension funds, private equity firms, venture capitalists, insurance companies and investment trusts;
"Insurances"	shall have the meaning given to it in Paragraph 1.1 of Schedule 3.2 (Insurance Requirements) of the Framework Agreement;
"Integrated Single Financial Environment or "ISFE"	means the finance and accounting system used by SBS to facilitate payments;
"Intellectual Property Rights" or "IPRs"	<p>means:</p> <p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Interest Charges"	means for any Ratio Period, the aggregate amount of the accrued interest, commission, fees, premiums or charges and other finance payments in respect of total net borrowings (including finance leases net of cash) paid or payable by the Guarantor (calculated on a consolidated basis) in respect of that Ratio Period;
"Interim Target Service Levels"	has the meaning given in Paragraph 4.8.1 of Schedule 2.2 (Service Levels) of the Call-Off Terms;
"Internal Incident Reporting Procedure"	means the Customer's information security incident reporting procedure as updated from time to time, as set out at Annex 3 of Schedule 2.5 (Security Management) of the Call-Off Terms;
"Intervention Cause"	has the meaning given in Clause 42.1 of the Call-Off Terms;
"Intervention Notice"	has the meaning given in Clause 42.1 of the Call-Off Terms;
"Intervention Period "	has the meaning given in Clause 42.2.3 of the Call-Off Terms;

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"Intervention Trigger Event"	<p>means:</p> <ul style="list-style-type: none"> (a) the Customer becoming aware of the occurrence of an Unacceptable Performance Failure; (b) the Supplier commits a material Default; (c) the Customer incurs Losses in any Contract Year which are equivalent to or exceed eighty per cent (80%) of any of the limitations of liability specified in Clause 39.4 of the Call-Off Terms; (d) the occurrence of a Rectification Plan Failure; (e) the Supplier suffers a Financial Distress Event; (f) the Supplier breaches any Law in relation to fraud, bribery or tax; or (g) the Supplier is in material breach of Clause 8.3.1.1 (Services), Clause 27 (Customer Data), 28 (Confidentiality), 29 (Freedom of Information), or 30 (Protection of Personal Data) of the Call-Off Terms;
"Introduced Services"	means any Service that is not a Banded Service and which has not already been ordered in the NHS England Call-Off Agreement;
"IPRs Claim"	means any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPRs save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of any Relevant IPRs, or the use of the Customer 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 Call-Off Agreement or for a purpose not reasonably to be inferred from the Services Description or the provisions of this Call-Off Agreement;
"ISMS"	means the information security management system and processes developed by the Supplier in accordance with Paragraph 3 of Schedule 2.5 (Security Management) of the Call-Off Terms as updated from time to time in accordance with Schedule 2.5 (Security Management) of the Call-Off Terms;
"IT Environment"	means the Customer System and the Supplier System;
"IT Platform and Solution Services"	means any and all of the Services delivered or to be delivered to a Customer under a Call-Off Agreement, falling within the scope of the solution Services, as detailed in Paragraph 4.3 of Schedule 3.1 (Service Description) of the Framework Agreement;

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"IT Solution"	means NHAIS or any replacement or alternate system for NHAIS;
"IT"	means information and communications technology;
"Key Milestone"	means the Milestones identified in the Transition Plan and/or Transformation Plan (as the case may be) as key milestones and in respect of which Delay Payments may be payable in accordance Clause 43 of the Call-Off Terms if the Supplier fails to Achieve the Milestone Date in respect of such Milestone;
"Key Performance Indicator" or "KPI"	means the key performance indicators set out in table 1 of Annex I of Schedule 2.2 (Service Levels) of the Call-Off Terms;
"Key Personnel"	means those members of the Supplier Personnel described as such in Schedule 6.2 (Key Personnel) of the Call-Off Terms;
"Key Roles"	means a role described as a Key Role in Schedule 6.2 (Key Personnel) of the Call-Off Terms and any additional roles added from time to time in accordance with Clause 20.3 (Key Personnel) of the Call-Off Terms;
"Key Sub-contract"	means each Sub-contract with a Key Sub-contractor;
"Key Sub-contractor"	means any Sub-contractor: <ul style="list-style-type: none"> (a) each of the Key Sub-contractors listed as such in Schedule 3.3 (Sub-contractors) of the Call-Off Terms; (b) any Sub-contractor replacing any Key Sub-contractor listed as such in Schedule 3.3 (Sub-contractors) of the Call-Off Terms; or (c) any Sub-contractor which in the reasonable opinion of the Customer performs a business critical role in the provision of the Services.
"Know-How"	means 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 Framework Agreement;
"KPI Failure"	has the meaning given in Schedule 2.2 (Service Levels) of the Call-Off Terms;
"Late Payment"	means a payment which is not in dispute and has not been paid to the Supplier by any relevant date specified in the Framework Agreement or any Call-Off Agreement;
"Law"	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable

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	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"	means all and any Software licensed by or through the Supplier, its Sub-contractors or any third party to any Customer or Service Recipient for the purposes of or pursuant to this Call-Off Agreement, including any Supplier Software, Third Party Software and/or any Specially Written Software;
"LOC/LPCs"	means the Local Ophthalmic Committee and Local Pharmaceutical Committee respectively, which are regional representing bodies for ophthalmic contractors and pharmaceutical contractors respectively;
"Local Contractors"	means any third party supplier (other than an Incumbent Supplier) providing services to the Customer in connection with the delivery of Primary Care Support Services;
"Local Education and Training Boards / Deaneries (Lead Employers)"	means a subset of the Local Education and Training Board that acts as an employer and makes payments directly to health and public health workers;
"Local Education and Training Boards / Deaneries"	means the committees set up by Health Education England and are responsible for the training and education of health and public health workers at a regional level. This role was formerly known as a Deaneries;
"Local Medical Committee"	means the local representative committee of NHS GPs that represents NHS GPs interests in their localities to the NHS health authorities interacting and working with (and through) the General Practitioners Committee, as well as other branches of practice committees and local specialist medical committees in various ways, including conferences;
"Local Optical Committee Support Unit" or "LOCSU"	means the link between national professional optic bodies and the local optician / optometrist working to improve eye services in their region which leads on activities such as running training events to ensure LOC members are informed and equipped to negotiate with their local health commissioners, ensuring LOCs get the latest information about tenders for future services, changes to the NHS and how services will be planned in the future, and raising awareness of the expertise of LOCs;
"Local Optical Committee" or "LOC"	means the committee made up of local eye care professionals (for example optometrists and opticians) whose function is to represent all local contractors, performers and practices in their region, as well as liaise with Clinical Commissioning Groups on matters relating to eye care;
"Losses"	means losses, liabilities, damages, costs and expenses (including

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	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;
"Malicious Software"	means 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;
"Man Days"	means 7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
"Man Hours"	means the hours spent by the Supplier Personnel including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;
"Management Information Log"	has the meaning given to it in Paragraph 1.2 of Schedule 5.3 (Records Provisions) of the Framework Agreement;
"Management Information"	means the management information to be provided by the Supplier in respect of a Call-Off Agreement pursuant to the Call-Off Terms;
"Management Referral Notice"	has the meaning given to it in Paragraph 3 of Schedule 5.2 (Dispute Resolution Procedure) of the Framework Agreement;
"Management"	has the meaning given to it in Paragraph 3 of Schedule 5.2 (Dispute Resolution Procedure) of the Framework Agreement;
"Marginal KPI Failure"	has the meaning given in Schedule 2.2 (Service Levels) of the Call-Off Terms;
"Marginal SSL Failure"	has the meaning given in Schedule 2.2 (Service Levels) of the Call-Off Terms;
"Market Entry Administration Services"	means any Services delivered or to be delivered to a Customer under a Call-Off Agreement, falling within the scope of the administration of Market Entry for pharmaceutical Services, as detailed in Section 6 of Paragraph 4.1 of Schedule 3.1 (Service Description) of the Framework Agreement;
"Market Entry Portal"	means the web interface provided by the Supplier for pharmaceutical contractors to interact digitally with the Transformed Services IT Solution to process Market Entry applications;

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"Market Entry"	means the process for approving pharmacies to set up in a geographical location;
"Material Change"	means a Change to the Framework Agreement or this Call-Off Agreement which: (a) materially changes the profile of the Charges; or (b) varies the total Charges payable during the Term (as forecast in the Initial Financial Model) by 5% or more; or varies the total Charges payable during any Contract Year by £5 million or more;
"Material Performance Failure"	has the meaning given in Schedule 2.2 (Service Levels) of the Call-Off Terms;
"Material Test Issue"	means a Test Issue of Severity Level 1 or Severity Level 2;
"Mediation Notice"	means has the meaning given in Paragraph 4.2 of Schedule 5.4 (Dispute Resolution Procedure) of the Call-Off Terms;
"Mediator"	means in relation to a Call-Off Agreement, the independent third party appointed in accordance with Paragraph 5.2 of Schedule 5.4 (Dispute Resolution Procedure) of the Call-Off Terms to mediate a Dispute;
"Medical Directorate"	means that the body that has oversight for clinical policy and strategy in the NHS, headed up by the National Medical Director;
"Medical Records and Administration and Movement Services"	means any Services delivered or to be delivered to a Customer under a Call-Off Agreement, falling within the scope of the Services relating to the movement of medical records, including related courier and storage Services, as detailed in Section 2 of Paragraph 4.1 of Schedule 3.1 (Service Description) of the Framework Agreement;
"Medical Records Envelope" or "MRE"	means an individual patient's paper records, as kept by their registered GP in physical form, regardless of the number of actual files or envelopes used for that patient's record (NB: Also referred to as a 'Lloyd George Envelope');
"Mental Health Trust"	means a Foundation Trust or an NHS Trust;
"Milestone Achievement Certificate"	means the certificate to be granted by the Customer and/or Service Recipient when the Supplier has Achieved a Milestone, which shall be in substantially the same form as that set out in Annex 3 of Schedule 2.8 (Testing) of the Call-Off Terms;
"Milestone Achievement Criteria"	means the criteria set out in the Transition Plan and/or the "Programme Initiation Document" and/or the Transformation Plan (as the case may be) which will be applied to establish whether a

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	Milestone has been Achieved;
"Milestone Charges"	means a Charge payable by the Customer in respect of the Achievement of a particular Milestone, as identified in the table set out at Paragraph 6.1 of Schedule 4.1 (Charges and Invoicing) of the Call-Off Terms;
"Milestone Date"	means the target date set out against the relevant Milestone in the Transition Plan and/or Transformation Plan (as the case may be) by which the Milestone must be Achieved;
"Milestone"	means an event or task described in the Transition Plan and/or "Programme Initiation Document" and/or Transformation Plan (as the case may be) classified as a "Milestone" which shall be completed by the relevant Milestone Date;
"Minimum Practice Income Guarantee" or "MPIG"	means the minimum basic payment amount for a GP Practice, used to top-up practices' core funding (global sum payments) to match their basic income levels;
"Minimum Standard of Reliability"	means a level of performance with regards to past contracts that allows the Framework Authority, in its reasonable opinion, to be satisfied that these contracts have been performed in accordance with their terms or that where this has not occurred, the reason or reasons why that has not occurred, will not recur in the performance of the Framework Agreement or any Call-Off Agreement;
"Missed Milestone"	means has the meaning given to it in Paragraph 7.1 of Schedule 4.1 (Charges and Invoicing) of the Call-Off Terms;
"Mitigation Strategy"	means the mitigation strategy set out in Annex 1 of Schedule 4.3 (Customer Responsibilities) of the Call-Off Terms;
"Moderate KPI Failure"	has the meaning given in Schedule 2.2 (Service Levels) of the Call-Off Terms;
"Moderate SSL Failure"	has the meaning given in Schedule 2.2 (Service Levels) of the Call-Off Terms;
"Month"	means a calendar month and "monthly" shall be interpreted accordingly;
"Monthly Fixed Charges"	means the Charges set out at Paragraph 3.1 of Schedule 4.1 (Charges and Invoicing) of the Call-Off Terms;
"Multi-Party Dispute Representatives"	means has the meaning given in Paragraph 9.6 of Schedule 5.4 (Dispute Resolution Procedure) of the Call-Off Terms;
"Multi-Party Dispute Resolution Board"	means has the meaning given in Paragraph 9.6 of Schedule 5.4 (Dispute Resolution Procedure) of the Call-Off Terms;

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"Multi-Party Dispute Resolution Procedure"	means has the meaning given in Paragraph 9.1 of Schedule 5.4 (Dispute Resolution Procedure) to the Call-Off Terms;
"Multi-Party Dispute"	means a Dispute which involves the Customer (if the Dispute arises under the Call-Off Agreement) (and/or, where relevant, the Framework Authority (if the Dispute arises under the Framework Agreement)) and the Supplier and one or more Related Third Parties;
"Multi-Party Procedure Initiation Notice"	means has the meaning given in Paragraph 9.2 of Schedule 5.4 (Dispute Resolution Procedure) to the Call-Off Terms;
"N3"	means NHS-N3 is a Wide Area IP Network (WAN) which connects sites across the NHS within England;
"National Clinical Assessment Service"	means the operating division of the NHS Litigation Authority that resolves concerns about the professional practice of doctors, dentists and pharmacists;
"National Health Applications and Infrastructure Services" or "NHAIS"	means the primary business system that currently supports the operational delivery of PCS Services (also known colloquially as the Exeter system), and exists as a collection of NHAIS Instances;
"National Information Governance Board"	means the board tasked with monitoring and improving information governance practice;
"National Medical Director"	means the person heading up the Medical Directorate at any given time;
"National Performer List Website"	means a public facing internet site that provides information about the NHS England national Performers List;
"Net Book Value"	means the net book value of the relevant Asset(s) calculated in accordance with the depreciation policy of the Supplier set out in the letter in the agreed form from the Supplier to the Customer of the same date as this Call-Off Agreement;;
"New Fair Deal"	means the revised Fair Deal position set out in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013;
"New Releases"	means 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;
"NHAIS Instance"	means a stand-alone NHAIS database of patient lists for a group of GP Practices in a specific geographic area;
"NHS Central Register"	means the register that compiles and maintains for the Department of

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	Health a computerised record of NHS patients;
"NHS England Caldicott Guardian"	means a senior person responsible for protecting the confidentiality of a patient and service-user information, enabling appropriate information sharing and playing a key role in ensuring that the NHS, councils with social services responsibilities and other partner organisations satisfy the highest practical standards for handling patient identifiable information;
"NHS England Call-Off Agreement"	means the first Call-Off Agreement entered into between the Framework Authority and the Supplier;
"NHS Litigation Authority"	means the authority that manages negligence and other claims against the NHS in England on behalf of its member organisations;
"NHS Pension Scheme"	means the National Health Service Pension Scheme for England and Wales, established under the Superannuation Act 1972, governed by subsequent regulations under that Act including the National Health Service Pension Scheme Regulations 2005 SI2008/653);
"NHS Pensions Online"	means the online tool based on the internal N3 network which gives employers the facility to update and amend member's records;
"NHS Pensions"	means is the body that manages and administers the NHS Pension Scheme;
"NHS Scheme"	means the National Health Service Pension Scheme for England and Wales, established under the Superannuation Act 1972, governed by subsequent regulations under that Act including the National Health Service Pension Scheme Regulations 2005 (SI2008/653), 2008 (SI2008/653), and 2015 (SI2015/94) as amended from time to time;
"NHS Shared Business Service" or "SBS"	means a provider of business support services to the NHS in England offering finance and accounting, employment, procurement and primary care services to the NHS;
"NHS Trust Development Authority"	means the body established pursuant to the NHS Trust Development Authority (Establishment and Constitution) Order 2012 (SI 2012/901); and
"NHS Trust"	means a trust that provides services on behalf of the NHS;
"NHS Supplies Catalogue"	means the catalogue of stationery and supplies used to order from for the materials used by Primary Care Contractors;
"NHS"	means the National Health Service;
"NHSBSA"	means the Special Health Authority established under the NHS Business Services Authority (Establishment and Constitution Order)

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	2005 SI2005/24/4;
"Nominated Caldicott Lead"	means a senior member of Supplier Personnel responsible for protecting the confidentiality of a patient and service-user information, enabling appropriate information sharing, playing a key role in ensuring that the Supplier satisfies the highest standards for handling patient identifiable information and ensuring the Supplier meets its obligations with regards to the Caldicott Information Governance Review and the Government Response to the Caldicott Review;
"Non-Exclusive Assets"	means those Assets (if any) which are used by the Supplier or a Key Sub-contractor in connection with the Services but which are also used by the Supplier or Key Sub-contractor for other purposes of material value;
"Non-trivial Customer Base"	means 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 41.1 of the Call-Off Terms;
"Notified Party"	has the meaning given in Clause 32.4 of the Framework Agreement;
"Notified Sub-contractor"	means a Sub-contractor identified in the Annex to this Schedule to whom Transferring Customer Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date;
"Object Code"	means software and/or data in machine-readable, compiled object code form;
"OC Payment File "	means the file that is generated by the GP payment systems that is provided to the Customer's ISFE to enable payment by NHS Shared Business Services to the optometrists / ophthalmic medical practitioners;
"OC Payment Statement"	means a formal summary generated by the payment process for optometrists / ophthalmic medical practitioners. The statement summaries all the transactions that make up the total payment;

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"Occasion of Tax Non-Compliance"	<p>means:</p> <p>(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>(i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>(ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or</p> <p>(b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;</p>
"Offshore Location"	has the meaning given to it in Clause 30.3 of the Call-Off Terms;
"Open Book Data"	<p>means complete and accurate financial and non-financial information which is sufficient to enable the Customer to verify the Charges already paid or payable, Earned Expenses, Earned Revenue and Earned Gain including details and all assumptions relating to:</p> <p>(a) the Supplier's and Key Sub-contractor's costs broken down by item/heading including capital expenditure;</p> <p>(b) the Supplier's and Key Sub-contractor's operating expenditure relating to the provision of the Services including an analysis by item/heading;</p> <p>(c) the Supplier's and Key Sub-contractor's overheads;</p> <p>(d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services;</p> <p>(e) the Supplier and Key Sub-contractor's Profit achieved over the Term and on an annual basis;</p> <p>(f) confirmation that all methods of cost apportionment and overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier</p>

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	(g) the value of risk and contingencies associated with the provision of the Services; and all non-financial information that drives and results in costs set out in (a) to (g);
"Open Exeter"	means the national ICT solution developed and managed by HSCIC which is accessible through web browser over the N3 network, used by PCS staff, NHS trusts, GP Practices, laboratories, pharmacists and other authorised organisations, which accesses data held on the individual NHAIS Instances and makes this available to authorised bodies;
"Operating Environment"	means the Customer System and the Sites;
"Ophthalmic Payments System"	means the system used to record GOS claims, automate the payment processes, produce required statistical returns, provide fraud prevention and detection tools, hold information for the production of the Optician Directory and ease the administration of the NHS optical services;
"Ophthalmic Portal"	means the web interface provided by the Supplier for optometrists / ophthalmic medical practitioners to interact digitally with the Transformed Services IT Solution;
"Optician Directory"	means a directory listing opticians, facilities, languages spoken, services, opening times and address details;
"Oracle"	means a type of business management software used to collect, manage and interpret data from a range of business activities;
"Ordinary Exit"	means any termination of this Call-Off Agreement where the period of notice given by the party serving notice to terminate is greater than or equal to six (6) months or as a result of the expiry of the Initial Term or any Extension Period;
"Other Call-Off Agreement"	means any call-off agreement entered into under the Framework Agreement other than the Call-Off Agreement;
"Other Customers"	means customers who are party to Other Call-Off Agreements;
"Other Supplier"	means any supplier to the Framework Authority (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware;
"Outline Transformation Plan"	means the outline plan set out at Appendix 5 to the Call-Off Order Form;
"Outstanding Medical Record" or "OSMR"	means in relation to patient records that have gone missing between the old GP Practice and arriving at the new GP Practice, the report

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Expression	Definition
	that is generated stating which records are still required;
"Overhead"	means those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and accordingly included within limb (a) of the definition of "Costs";
"Partial Termination"	means the partial termination of a Call-Off Agreement to the extent that it relates to the provision of any part of the Services as further provided for in Clause 47.2.2 (Termination by the Customer) or Clause 47.3. (Termination by the Supplier) of the Call-Off Terms;
"Parties" and "Party"	means: <ul style="list-style-type: none"> (a) in respect of the Framework Agreement, the Framework Authority and the Supplier; and (b) in respect of any Call-Off Agreement, means the Customer and the Supplier;
"Patient Fraud Management System" or "PFMS"	means the system provided by the BSA that enables checking of patient claims against benefit claimants;
"Payments, Registrations and Pensions Services"	means any Services delivered or to be delivered to a Customer under a Call-Off Agreement, falling within the scope of the payments, registration data quality checks and pension payment Services for primary care, as detailed in Section 1 of Paragraph 4.1 of Schedule 3.1 (Service Description) of the Framework Agreement;
"PCS Offices"	means the location from where the Services are provided by the Supplier;
"Penalty Charge Notice"	means the notice for a penalty charge (a civil fine payable by someone who wrongly obtains help with health costs);
"Performance Failure"	has the meaning given in Schedule 2.2 (Service Levels) of the Call-Off Terms;
"Performance Indicator"	has the meaning given in Schedule 2.2 (Service Levels) of the Call-Off Terms;
"Performance Monitoring Report"	has the meaning given in Schedule 2.2 (Service Levels) of the Call-Off Terms;
"Performance Review Meeting"	has the meaning given in Schedule 2.2 (Service Levels) of the Call-Off Terms;
"Performers List"	means any Services delivered or to be delivered to a Customer under

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Administration Services"	a Call-Off Agreement, falling within the scope of the administration of the Performers List including the eligibility of practitioners to provide Services e.g. qualifications and visa checks, as detailed in Section 5 of Paragraph 4.1 of Schedule 3.1 (Service Description) of the Framework Agreement;
"Performers List"	means the national list of primary healthcare professionals which acts as an extra layer of reassurance for the public, that health professionals practicing in the NHS are suitably qualified, have up-to-date training, appropriate English language skills and have passed other relevant checks;
"Performers"	means general practitioners, general practitioner registrars, dentists, dental trainees and optometrists / ophthalmic medical practitioners who are approved to work in the area of the relevant accountable health and social care body;
"Permitted Contract Change"	has the meaning given in Paragraph 1.4 of Schedule 5.2 (Change Control Procedure) of the Call-Off Terms;
"Personal Data"	means personal data (as defined in the DPA) which is Processed by the Supplier or any Sub-contractor on behalf of the Framework Authority, a Customer or a Central Government Body pursuant to or in connection with the Framework Agreement or a Call-Off Agreement;
"Personal Demographic System" or "PDS"	means the national electronic database of NHS patient demographic details such as name, address, date of birth and NHS number, and enables a patient to be readily identified by healthcare staff;
"Personal Medical Services" or "PMS"	means a locally-agreed alternative to GMS for providers of general practice the contracts for which are negotiated between the local Area Team and the practice;
"Pharmaceutical Services Regulation Committee" or "PSRC"	means the committee that makes decisions while an application is being processed (for inclusion in one of NHS England's pharmaceutical lists or dispensing doctor lists), for example in relation to whether a routine application is to be deferred so other applications may be invited;
"Pharmacy Portal"	means the web interface provided by the Supplier for pharmacists to interact digitally with the Transformed Services IT Solution;
"Policy and Operating Procedures"	means any policy and operating procedures agreed in accordance with Paragraph 11 of Schedule 2.2 (Service Levels) of the Call-Off Terms;
"Potential Customer"	means any person who is identified in the Contract Notice as a person who may order Services under the Framework Agreement which includes all UK Government departments, their Arm's length bodies and executive agencies, non-departmental public bodies, NHS

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Expression	Definition
	bodies and local authorities and who have not entered into a Call-Off Agreement;
"PPD"	means the NHS Business Services Authority Prescription Services dispensing and prescription payments system, commonly known as PPD;
"Practice Senior Users"	means nominated Service Users who have permission to add and delete other Service Users within their organisation;
"Premature Retirement Rights"	means rights to which the Fair Deal Employees (had they remained in the employment of the Customer or any other employer which participates in the NHS Scheme) would have been or are entitled under the NHS Scheme, the NHS Compensation for Premature Retirement Regulations 2002 (SI2002/1311), the NHS Injury Benefits Regulations 1995 (SI1995/866) and the NHS Staff Council Terms and Conditions of Service Handbook as they relate to pensions and/or early retirement rights or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time;
"Price Band"	means the range of volumes of each Banded Service between which a specific Banded Price applies, as set out in respect of each Banded Service in the Price Band tables in the relevant Call-Off Agreement;
"Primary Care Commissioning Protocol"	means the Primary Care Commissioning Post Payment Verification Protocol (PCC, 2009);
"Primary Care Contractor"	means the organisations that deliver Primary Care Support Services and other emerging models to support delivery of primary care for the NHS including secondary care organisations;
"Primary Care Information System" or "PCIS"	means the system that unlocks and maximises data that is held on various other systems regarding GP Practices and their activity, allowing for reporting freedom, flexible analysis and detailed profiling;
"Primary Care Support Services"	means services substantially similar and/or equivalent to those set out in Schedule 3.1 (Service Description) of the Framework Agreement;
"Primary Medical Services"	means medical Services to which the provisions of Part 4 of the National Health Service Act 2006 apply;
"Probity Administration Services"	means any Services delivered or to be delivered to a Customer under a Call-Off Agreement, falling within the scope of the probity Services for Primary Care Contractors and patient eligibility administration, as detailed in Section 4 of Paragraph 4.1 of Schedule 3.1 (Service Description) of the Framework Agreement;
"Procedure Initiation Notice"	has the meaning given in Paragraph 2 of Schedule 5.2 (Dispute Resolution Procedure) of the Framework Agreement;

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"Process"	has the meaning given to it under the DPA and "Processed" and "Processing" shall be construed accordingly;
"Profit Already Paid"	means the Supplier Profit paid or payable to the Supplier under this Call-Off Agreement for the period from the Call-Off Effective Date up to (and including) the Call-Off Termination Date;
"Prohibited Act"	<p>means:</p> <ul style="list-style-type: none"> (a) to directly or indirectly offer, promise or give any person working for or engaged by the Framework Authority or a Customer a financial or other advantage to: <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 the Framework Agreement or a Call-Off Agreement; (c) an offence: <ul style="list-style-type: none"> (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); (ii) under legislation or common law concerning fraudulent acts; or (iii) defrauding, attempting to defraud or conspiring to defraud the Framework Authority or a Customer; or (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
"Project Managers"	means the individuals appointed as such by the Customer and the Supplier in accordance with Paragraph 2 of Schedule 5.1 (Call-Off Governance) of the Call-Off Terms;
"Project Specific IPRs"	<p>means:</p> <ul style="list-style-type: none"> (a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Agreement and updates and amendments of these items including (but not limited to) database schema and configuration logs; and/or

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	(b) Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under this Call-Off Agreement; but shall not include the Supplier Background IPRs or the Specially Written Software;
"Public Sector Standard Change"	has the meaning given in Clause 19.7.2 of the Call-Off Terms;
"Public Sector Standard"	means the Standards set out in Annex 2 of Schedule 2.3 (Standards) of the Call-Off Terms;
"Quality and Outcomes Framework"	means the annual reward and incentive programme detailing GP Practice achievement results which is voluntary for all surgeries in England;
"Quality Assurance Regional Centres" or "QARCs"	means the audit function of Public Health England that oversees screening programmes;
"Quality Assurance Regional Team" or "QART"	means the team visiting the bases for the audits carried out by QARCs;
"Quality Plans"	has the meaning given in Clause 4.1 of the Call-Off Terms;
"Quarter"	means the first three (3) Service Periods and each subsequent three Service Periods (save that the final Quarter shall end on the date of termination or expiry of this Framework Agreement);
"Rate Card"	means the rate card set out in Annex 1 (Day Rate Card) of Schedule 4.2 (Framework Charges and Rate Card) of the Framework Agreement;
"Ratio Period"	means each twelve (12) month period ending on the last day of the Guarantor's financial year, and semi-annually;
"Recipient"	means: (a) in respect of the Framework Agreement, has the meaning given in Clause 14.1 (Confidentiality) of the Framework Agreement; (b) in respect of a Call-Off Agreement, has the meaning given in Clause 28.1 (Confidentiality) of the Call-Off Terms;
"Reconciliation"	has the meaning given in Schedule 4.5 (Value for Money Provisions) of the Call-Off Terms;
"Rectification Plan Failure"	means:

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	<p>(a) the Supplier failing to submit or resubmit a draft Rectification Plan to the Customer within the timescales specified in Clauses 41.4 (Submission of the draft Rectification Plan) or 41.7 (Agreement of the Rectification Plan) of the Call-Off Terms;</p> <p>(b) the Customer, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Supplier pursuant to Clause 41.7 (Agreement of the Rectification Plan) of a Call-Off Terms;</p> <p>(c) the Supplier failing to rectify a material Default within the later of:</p> <p>(i) thirty (30) Working Days of a notification made pursuant to Clause 41.2 (Notification) of the Call-Off Terms; and</p> <p>(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;</p> <p>(d) a Service Threshold Failure occurring;</p> <p>(e) the Supplier not Achieving a Key Milestone by the expiry of the Delay Deduction Period, as defined in the Call-Off Order Form (where applicable); and/or</p> <p>(f) following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of 6 months for the same (or substantially the same) root cause as that of the original Notifiable Default;</p>
"Rectification Plan Process"	means the process set out in Clause 41 of the Call-Off Terms;
"Rectification Plan"	means a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default;
"Redundancy Costs"	<p>means the total sum of any of the following sums paid to Applicable Supplier Personnel, each amount apportioned between the Supplier and the Customer based on the time spent by such employee on the Services as a proportion of the total Service duration:</p> <p>(a) any statutory redundancy payment; and</p> <p>(b) in respect of an employee who was a Transferring Former Supplier Employee or a Transferring Customer Employee, any contractual redundancy payment (or where such a</p>

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	contractual benefit on redundancy is a benefit payable from a pension scheme, the increase in cost to the Supplier as a net present value compared to the benefit payable on termination of employment without redundancy), provided that such employee was entitled to such contractual redundancy payment immediately prior to his or her transfer to the Supplier under the Employment Regulations;
"Registers"	means the register and configuration database referred to in Paragraphs 3.1.1 and 3.1.2 of Schedule 5.3 (Exit Management) of the Call-Off Terms;
"Registration Authority"	means the authority responsible for managing and administering the registration of healthcare professionals on the Spine and issuing them with a smart card, as well as identifying and granting appropriate profiles / access rights to users via their sponsors;
"Related Service Provider"	means any person who provides services to any Customer or Service Recipient in relation to the relevant Services under this Call-Off Agreement;
"Related Third Party"	<p>means:</p> <p>(a) where the Dispute arises under this Call-Off Agreement, a party to:</p> <ul style="list-style-type: none"> (i) a contract with the Customer, a Service Recipient, or the Supplier which is relevant to the Dispute; or (ii) a Sub-contract; and/or (iii) or where relevant, a contract with the Framework Authority; <p>(b) where the Dispute arises under one or more Call-Off Agreements, a party to:</p> <ul style="list-style-type: none"> (i) a contract with a Customer, a Service Recipient or the Supplier which is relevant to the Dispute; or (ii) a Sub-contract; and/or <p>or where relevant, a contract with the Framework Authority;</p>
"Relevant IPRs"	means in respect of each Call-Off Agreement, IPRs used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Customer or a third party in the fulfilment of the Supplier's obligations under that Call-Off 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

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	Party Non-COTS IPRs but excluding any IPRs in the Customer Software, the Customer Background IPRs, the Supplier COTS Software, the Supplier COTS Background IPRs, the Third Party COTS Software and/or the Third Party COTS IPRs;
"Relevant Requirements"	means 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"	means HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;
"Relevant Transfer Date"	means in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
"Relevant Transfer"	means a transfer of employment to which the Employment Regulations applies;
"Relief Notice"	has the meaning given in Clause 44.2 of the Call-Off Terms;
"Remedial Adviser Failure"	has the meaning given in Clause 42.6 of the Call-Off Terms;
"Remedial Adviser"	means the person appointed in accordance with, and pursuant to, Clause 42.2 of the Call-Off Terms to assist the parties in remedying an Intervention Cause;
"Repeat Failures"	means either a Repeat KPI Failure or a Repeat SSL Failure;
"Repeat KPI Failure"	has the meaning given in Schedule 2.2 (Service Levels) of the Call-Off Terms;
"Repeat SSL Failure"	has the meaning given in Schedule 2.2 (Service Levels) of the Call-Off Terms;
"Replacement Services"	means any services which are the same as or substantially similar to any of the Services and which the Customer receives in substitution for any of the Services following the expiry or termination or Partial Termination of the Framework Agreement or a Call-Off Agreement, whether those services are provided by the Framework Authority or by the Customer internally (as the case may be) and/or by any third party;
"Replacement Sub-contractor"	means a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
"Replacement Supplier"	means any third party service provider of Replacement Services appointed by the Framework Authority or the Customer (as the case may be) from time to time (or where the Framework Authority or the Customer is providing replacement Services for its own account, the

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	Framework Authority or the Customer (as the case may be));
"Request for Estimate"	means a written request sent by the Customer to the Supplier, requiring that the Supplier provide it with an accurate estimate of the Termination Payment and Compensation Payment that would be payable if the Customer exercised its right under Clause 47.1 (Termination by the Customer) of the Call-Off Terms to terminate this Call-Off Agreement for convenience on a specified Call-Off Termination Date;
"Request For Information"	means a Request for Information under the FOIA or the EIRs;
"Required Action"	has the meaning given in Clause 45.2.1 of the Call-Off Terms;
"Restricted Persons"	means any person who (a) (other than an Institutional Investor), has a material interest in the production of tobacco products or alcoholic beverages; or (b) the Customer otherwise reasonably believes is inappropriate for public policy reasons to have an interest in the Supplier or any Key Sub-contractor or any other entity detailed in Clause 47.1.4.16 of the Call-Off Terms;
"Review Report"	has the meaning given to it in Paragraph 6.2 of Schedule 5.7 (Business Continuity and Disaster Recovery) of the Call-Off Terms;
"Revised Banded Charges"	has the meaning given to it in Paragraph 7.1 of Schedule 4.2 (Framework Charges and Rate Card) of the Framework Agreement;
"SAS Request"	means a request for a patient to be placed into the Special Allocation Scheme;
"Screening Programme Administration Services"	means any Services delivered or to be delivered to a Customer under a Call-Off Agreement, falling within the scope of the administration Services for national screening programmes, as detailed in Section 3 of Paragraph 4.1 of Schedule 3.1 (Service Description) of the Framework Agreement;
"Security Management Plan"	means the Supplier's security plan as developed, agreed and maintained in accordance with Schedule 2.5 (Security Management) of the Call-Off Terms;
"Security Tests"	means tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security;
"Senior Information Risk Owner"	means a position where responsibilities will include taking overall ownership of the Supplier's information risk policy, acting as champion for information risk on the Supplier's board and liaising with the Customer on information risk issues;
"Sensitive Claim"	means:

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	<p>(a) in respect of the Framework Agreement, has the meaning given in Paragraph 2.1 of Schedule 5.4 (Conduct of Claims) of the Framework Agreement;</p> <p>(b) in respect of a Call-Off Agreement, has the meaning given in Paragraph 2.1 of Schedule 5.5 (Conduct of Claims) of the Call-Off Terms;</p>
"Serious Untoward Incidents"	<p>means an incident that occurs in relation to NHS-funded services and care resulting in one of the following:</p> <p>(a) unexpected or avoidable death of one or more patients, staff, visitors or members of the public;</p> <p>(b) serious harm to one or more patients, staff, visitors or members of the public or where the outcome requires life-saving intervention, major surgical/medical intervention, permanent harm or will shorten life expectancy or result in prolonged pain or psychological harm;</p> <p>(c) a scenario that prevents or threatens to prevent a provider organisation's ability to continue to deliver healthcare services, for example, actual or potential loss of personal/organisational information, damage to property, reputation or the environment, or IT failure;</p> <p>(d) allegations of abuse;</p> <p>(e) adverse media coverage or public concern about the organisation or the wider NHS;and/or</p> <p>(f) one of the core set of 'Never Events' as updated on an annual basis;</p>
"Service Commencement Date"	means 1 September 2015, or such other date as is specified in the Call-Off Order Form;
"Service Credit Cap" and "At Risk Amount"	has the meaning given to it in Schedule 2.2 (Service Levels) to the Call-Off Terms;
"Service Credits"	has the meaning given in Schedule 2.2 (Service Levels) of the Call-Off Terms;
"Service Desk"	means a central service provided by the Supplier to answer queries and resolve issues raised by Service Users;
"Service Management Board"	means the board established pursuant to Paragraph 4 of Schedule 5.1 (Call-Off Governance) of the Call-Off Terms;
"Service Migration Plan"	means an artefact to be produced as part of the Transformation Plan that sets out the transition from the from the Day 1 Services to the

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	Transformed Services in respect of each particular Service in accordance with the Supplier's Achievement of the Milestone described as SAC6 in the Transformation Plan in respect of a particular Service (and such transition to be completed by the Milestone described as SAC8);
"Service Period"	means a calendar month, save that: (a) the first service period shall begin on the Service Commencement Date and shall expire at the end of the calendar month in which the first 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"	has the meaning given in Schedule 2.2 (Service Levels) of the Call-Off Terms;
"Service Recipient"	means each of the entities which receive the benefit of any of the Services provided under a Call-Off Agreement which are identified as such in the Call-Off Order Form;
"Service Reports"	means the reports listed in Annex 1 of Schedule 2.4 (Service Reports) of the Call-Off Terms;
"Service Threshold Failure"	has the meaning given in Schedule 2.2 (Service Levels) of the Call-Off Terms;
"Service Transfer"	means any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor;
"Service Transfer Date"	means the date of a Service Transfer;
"Service Unit Charge"	means the unit price for a Service based on the applicable Units of Measurement, which shall be either (a) the applicable unit price set out in Annex 2 of Schedule 4.2 (Framework Charges and Rate Card) of the Framework Agreement, or (b) the applicable unit price agreed between the Supplier and the Customer in the relevant Call-Off Agreement based on the principles set out as such in Annex 2 of Schedule 4.2 (Framework Charges and Rate Card) of the Framework Agreement;
"Service User"	means an individual external end user of a Transformed Services (e.g. GP Practice manager, ophthalmic contractor);
"Services Description"	means together, the services description set out in Schedule 3.1 (Service Description) of the Framework Agreement and in Schedule 2.1 (Call-Off Service Description of the Call-Off Terms);

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"Services"	means the Day 1 Services until such time as they are substituted by the Transformed Services in accordance with the Transformation Plan, together with any and all other services to be delivered by the Supplier under a Call-Off Agreement;
"Set Monthly Charges"	means the Charges set out in Paragraph 4.1, 4.2 and 4.3 of Schedule 4.1 (Charges and Invoicing) of the Call-Off Terms;
"Set Year One Charges"	means, if applicable, the Charges applicable during Contract Year one as set in Paragraph 2.5 of Schedule 4.1 (Charges and Invoicing) of the Call-Off Terms;
"Severe KPI Failure"	has the meaning given in Schedule 2.2 (Service Levels) of the Call-Off Terms;
"Severe SSL Failure"	has the meaning given in Schedule 2.2 (Service Levels) of the Call-Off Terms;
"Severity Level"	means the level of severity of a Test Issue, the criteria for which are described in Annex 1 (Test Issues – Severity Levels) of Schedule 2.8 (Testing) of the Call-Off Terms;
"Shortfall Period"	has the meaning given in Paragraph 6.2 of Schedule 4.2 (Payments on Termination) of the Call-Off Terms;
"Site Closure Programme"	means the programme of work to be undertaken by the Supplier to migrate work from a non-strategic PCSS Site to a strategic PCSS Site to enable the Site to close;
"Sites"	<p>means any premises (including the Customer's Premises, the Supplier's premises or third party premises):</p> <p>(a) from, to or at which:</p> <p>(i) the Services are (or are to be) provided; or</p> <p>(ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or</p> <p>(b) where:</p> <p>(i) any part of the Supplier System is situated; or</p> <p>(ii) any physical interface with the Customer System takes place;</p>
"Software Supporting Materials"	means all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software;

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"Software"	means Specially Written Software, Supplier Software and Third Party Software;
"Source Code"	means computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
"Special Allocation Scheme" or "SAS"	means the scheme that patients who are removed from a GP Practice list due to actual or potential violence are assigned to in accordance with NHS regulations;
"Special Conditions"	means any conditions set out in Section 8 of a Call-Off Order Form;
"Special Health Authority"	means a special body established by the Secretary of State for Health for the purposes of performing any functions which he or she may direct that body to perform on his or her behalf;
"Specially Written Software"	<p>means 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 Call-Off Agreement, including:</p> <ul style="list-style-type: none"> (a) any Supplier Background IPRs or Third Party IPRs that are embedded in or which are an integral part of such software; (b) any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Call-Off Agreement; and (c) any Software developed for the purposes of delivering the solution described in Schedule 3.1 (Supplier Solution) of the Call-Off Terms;
"Specific Change in Law"	<p>means a Change in Law which:</p> <ul style="list-style-type: none"> (a) in relation to the Framework Agreement, relates specifically to the Framework Authority's obligations under the Framework Agreement; or (b) in relation to each Call-Off Agreement: <ul style="list-style-type: none"> (i) the Supplier is required to implement because it is providing the Services under that Call-Off Agreement (whether or not the Supplier is providing other services similar to the Services to which the Change in Law also applies) and which the Supplier would not otherwise be required to implement for the conduct of its business generally;

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	<p style="text-align: center;">or</p> <p style="text-align: center;">(ii) only affects or applies to the Customer and/or a Service Recipient under that Call-Off Agreement;</p>
"Spine"	means the collection of IT applications, services and directories that facilitate the exchange of information across national and local NHS systems throughout England operated and managed by (or on behalf of) HSCIC;
"SSL Failure"	has the meaning given in Schedule 2.2 (Service Levels) of the Call-Off Terms;
"SSL Performance Indicators"	has the meaning given in Schedule 2.2 (Service Levels) of the Call-Off Terms;
"Staffing Information"	<p>means in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Customer may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format:</p> <ul style="list-style-type: none"> (a) their ages, dates of commencement of employment or engagement and gender; (b) details of whether they are employed, self-employed contractors or consultants, agency workers or otherwise; (c) the identity of the employer or relevant contracting Party; (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; (e) their wages, salaries and profit sharing arrangements as applicable; (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them; (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims); (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence; (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of

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	<p>employment (or relevant standard contracts if applied generally in respect of such employees); and</p> <p>(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations;</p>
"Stakeholder Forum"	means the forum established pursuant to Paragraph 5 of Schedule 5.1 (Call-Off Governance) of the Call-Off Terms;
"Standard Operating Procedures"	means the procedures issued by the Framework Authority and/or relevant accountable health and social care bodies, which the Supplier would have to adhere to where such procedures affect the provision of Primary Care Support Services;
"Standards Hub"	means the Government's open and transparent standards adoption process as documented at http://standards.data.gov.uk/ ;
"Standards"	means the standards, policies and/or procedures identified in Schedule 2.3 (Standards) of the Call-Off Terms;
"Step Out Notice"	has the meaning given to it in Clause 45.7 (Step In) of the Call-Off Terms;
"Step-In Notice"	has the meaning given to it in Clause 45.2 (Step In) of the Call-Off Terms;
"Step-In Trigger Event"	has the meaning given to it in Clause 45.1 (Step In) of the Call-Off Terms;
"Step-Out Date"	has the meaning given to it in Clause 45.7.2 (Step In) of the Call-Off Terms;
"Step-Out Plan"	has the meaning given to it in Clause 45.8 (Step In) of the Call-Off Terms;
"Stock"	means any controlled stationery and/or needles and syringes;
"Sub-contract"	means any contract or agreement (or proposed contract or agreement) between the Supplier (or a Sub-contractor) and any third party whereby that third party agrees to provide to the Supplier (or the Sub-contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof;
"Sub-contractor"	<p>means any third party with whom:</p> <p>(a) the Supplier enters into a Sub-contract; or</p> <p>(b) a third party under (a) above enters into a Sub-contract;</p>

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	or the servants or agents of that third party;
"Successor Body"	has the meaning given in Clause 51.4 to the Call-Off Terms;
"Suggested Challenge"	means a submission to suggest the adoption of new or emergent standards in the format specified on the Standards Hub;
"Supplier Background IPRs"	<p>means in respect of each Call-Off Agreement:</p> <ul style="list-style-type: none"> (a) Intellectual Property Rights owned by the Supplier before the Service Commencement Date applicable to the relevant Call-Off Agreement, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or (b) Intellectual Property Rights created by the Supplier independently of the applicable Call-Off Agreement, which in each case is or will be used before or during the Term for designing, testing implementing or providing the Services but excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software;
"Supplier Change Manager"	means the person appointed to that position by the Supplier from time to time and notified in writing to the Customer or, if no person is notified, the Supplier Representative;
"Supplier COTS Background IPRs"	<p>means in respect of each Call-Off Agreement, Supplier Background IPRs that:</p> <ul style="list-style-type: none"> (a) the Supplier makes generally available commercially prior to the date of the applicable Call-Off 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"	<p>means in respect of each Call-Off Agreement, Supplier Software (including open source software) that:</p> <ul style="list-style-type: none"> (a) the Supplier makes generally available commercially prior to the date of the applicable Call-Off 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"	means the hardware, computer and telecoms devices and equipment used by the Supplier or its Subcontractors (but not hired, leased or

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	loaned from the Customer) for the provision of the Services;
"Supplier Non-COTS Background IPRs"	means Supplier Background IPRs that are not Supplier COTS Background IPRs;
"Supplier Non-COTS Software"	means Supplier Software that is not Supplier COTS Software;
"Supplier Non-Performance"	has the meaning given in Clause 44.1 (Customer Cause) to the Call-Off Terms;
"Supplier Personnel"	means 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 the Framework Agreement and any Call-Off Agreement;
"Supplier Representative"	(a) means in respect of the Framework Agreement, it has the meaning given in Paragraph 1.1.2 of Schedule 5.1 (Governance) of the Framework Agreement; (b) means in respect of a Call-Off Agreement, the person identified as such in Section 12 of the relevant Call-Off Order Form;
"Supplier Request"	means a notice served by the Supplier requesting that the Dispute be treated as a Multi-Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute;
"Supplier Software"	means 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;
"Supplier Solution"	means the Supplier's solution for the Services set out in Schedule 3.1 (Supplier Solution) of the Call-Off Terms;
"Supplier System"	means the information and communications technology system used by the Supplier in implementing and performing the Services, including the Software, configuration and management utilities and calibration and testing tools (but excluding the Customer System);
"Supplier Termination Event"	means any of the events set out in Clause 47.1.4 of the Call-Off Terms;
"Supplier"	means Capita Business Services Limited;
"Supplier's Final Supplier Personnel List"	means a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Relevant Transfer Date;

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"Supplier's Proposals"	has the meaning given to it in Paragraph 6.2.3 of Schedule 5.7 (Business Continuity and Disaster Recovery) of the Call-Off Terms;
"Supplier's Provisional Supplier Personnel List"	means a list prepared and updated by the Supplier of all Supplier Personnel who are engaged in or wholly or mainly assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Supplies Ordering Portal"	means the web interface provided by the Supplier for Primary Care Contractors to interact digitally with the Transformed Services IT Solution to order the suppliers provided to them by the Primary Care Support Services;
"Target Service Level"	has the meaning given in Schedule 2.2 (Service Levels) of the Call-Off Terms;
"Tender"	means: <ul style="list-style-type: none"> (a) in respect of the Framework Agreement and the first NHS England Call-Off Agreement, the Pre-Qualification Questionnaire and other documents submitted by the Supplier on or around 27 March 2015 to the Framework Authority in response to the Framework Authority's updated invitation to negotiate to provide the Services dated 6 March 2015; and (b) in respect of all Call-Off Agreements, any documents submitted by the Supplier to the relevant Customer in support of the preparation and agreement of the relevant Call-Off Agreement;
"Term"	means the period commencing on the Service Commencement Date and ending on the expiry of the Initial Term or any Extension Period or on earlier termination of the relevant Call-Off Agreement;
"Termination Assistance Notice"	has the meaning given in Paragraph 6.1 of Schedule 5.3 (Exit Management) to the Call-Off Terms;
"Termination Assistance Period"	has meaning given in Paragraph 6.3 of Schedule 5.3 (Exit Management) to the Call-Off Terms;
"Termination Estimate"	has the meaning given in Paragraph 11.2 of Schedule 4.2 (Payments on Termination) of the Call-Off Terms;
"Termination Notice"	means 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 a Call-Off Agreement (or a part of it as the case may be) on a specified date and setting out the grounds for termination;

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"Termination Payment"	means the payment determined in accordance with Paragraph 2.1 of Schedule 4.2 (Payments on Termination) of the Call-Off Terms;
"Termination Services"	means the services and activities to be performed by the Supplier pursuant to the Exit Plan, including those activities listed in Annex 1 of Schedule 5.3 (Exit Management) of the Call-Off Terms, and any other services required pursuant to the Termination Assistance Notice;
"Test Certificate"	means a certificate materially in the form of the document contained in Annex 2 (Test Certificate) of Schedule 2.8 (Testing) of the Call-Off Terms issued by the Customer when a Deliverable has satisfied its relevant Test Success Criteria;
"Test Issue Management Log"	means a log for the recording of Test Issues as described further in Paragraph 8 (Testing) of the Call-Off Terms;
"Test Issue Threshold"	means in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
"Test Issue"	means any variance or non-conformity of a Deliverable from its requirements (such requirements being set out in the relevant Test Success Criteria);
"Test Plan"	means a plan: <ul style="list-style-type: none"> (a) for the Testing of Deliverables; and (b) setting out other agreed criteria related to the achievement of Milestones; as described further in Paragraph 4 of Schedule 2.8 (Testing) of the Call-Off Terms;
"Test Readiness Review"	means a review to be conducted to determine if the system under review is ready to proceed into formal testing by deciding whether the test procedures are complete and verifying their compliance with Test Plans;
"Test Reports"	means the reports to be produced by the Supplier setting out the results of Tests;
"Test Specification"	means the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 6 of Schedule 2.8 (Testing) of the Call-Off Terms;
"Test Strategy"	means a strategy for the conduct of Testing as described further in Paragraph 3 of Schedule 2.8 (Testing) of the Call-Off Terms;

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Expression	Definition
"Test Success Criteria"	means in relation to a Test, the test success criteria for that Test as referred to in Paragraph 5 of Schedule 2.8 (Testing) of the Call-Off Terms;
"Test Witness"	means any person appointed by the Customer pursuant to Paragraph 9.1 of Schedule 2.8 (Testing) of the Call-Off Terms;
"Test(s)" and "Testing"	means any tests required to be carried out under the Framework Agreement or a Call-Off Agreement, as further described in Schedule 2.8 (Testing) of the Call-Off Terms and "Tested" shall be construed accordingly;
"Testing Procedures"	means the applicable testing procedures and Test Success Criteria set out in Schedule 2.8 (Testing) of the Call-Off Terms;
"Testing Quality Audit"	has the meaning given in Paragraph 10.1 of Schedule 2.8 (Testing) of the Call-Off Terms;
"Third Party Beneficiary"	has the meaning given in: <ul style="list-style-type: none"> (a) Clause 36.1 (Third Party Rights) of the Framework Agreement, in relation to the Framework Agreement; and (b) Clause 59.1 (Third Party Rights) of the Call-Off Terms, in relation to a Call-Off Agreement;
"Third Party COTS IPRs"	means in respect of each Call-Off Agreement, Third Party IPRs that: <ul style="list-style-type: none"> (a) the Supplier makes generally available commercially prior to the date of the applicable Call-Off 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"	means in respect of each Call-Off Agreement, Third Party Software (including open source software) that: <ul style="list-style-type: none"> (a) the Supplier makes generally available commercially prior to the date of the applicable Call-Off 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"	means Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software;
"Third Party Materials"	means the Third Party Software together with the Documentation

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Expression	Definition
	relating to the Third Party Software;
"Third Party Non-COTS IPRs"	means Third Party IPRs that are not Third Party COTS IPRs;
"Third Party Non-COTS Software"	means Third Party Software that is not Third Party COTS Software;
"Third Party Provisions"	has the meaning given in Clause 36.1 (Third Party Rights) of the Framework Agreement;
"Third Party Provisions"	has the meaning given in Clause 59.1 (Third Party Rights) of the Call-Off Terms;
"Third Party Software"	means software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source Software which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services;
"Total Costs Incurred"	means the Costs incurred by the Supplier up to the Call-Off Termination Date in the performance of this Call-Off Agreement and detailed in the Financial Report (but excluding Contract Breakage Costs, Redundancy Costs and any costs the Supplier would not otherwise be able to recover through the Charges) less any Deductions up to (and including) the Call-Off Termination Date;
"Transferable Assets"	means those of the Exclusive Assets which are capable of legal transfer to the Customer;
"Transferable Contracts"	means the Sub-contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Customer or any Replacement Supplier to perform the Services or the Replacement Services, including in relation to licences all relevant Documentation;
"Transferred Liability"	means any obligation of the Supplier to provide to any Fair Deal Employee at any time after a Relevant Transfer Date with any contractual benefits relating to redundancy that are benefits payable under an occupational pension scheme;
"Transferring Assets"	has the meaning given to it in Paragraph 7.2.1 of Schedule 5.3 (Exit Management) of the Call-Off Terms;
"Transferring Contracts"	has the meaning given to it in Paragraph 7.2.3 of Schedule 5.3 (Exit Management) of the Call-Off Terms;
"Transferring Customer Employees"	means those employees of the Customer to whom the Employment Regulations will apply on the Relevant Transfer Date and who are identified in the list appended to the Call-Off Order Form;
"Transferring Former Supplier Employees"	means in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on

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Expression	Definition
	the Relevant Transfer Date and identified by the Former Supplier in any list provided by it in compliance with Regulation 11(2)(a) of the Employment Regulations;
"Transferring Supplier Employees"	means those employees of the Supplier and/or the Supplier's Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date;
"Transformation Completion Date"	has the meaning given in Schedule 2.2 (Service Levels) of the Call-Off Terms;
"Transformation Completion Milestone"	means the Milestone identified as such in the Transformation Plan;
"Transformation Period Service Level Report"	has the meaning given in Schedule 2.2 (Service Levels) of the Call-Off Terms;
"Transformation Period"	has the meaning given in Schedule 2.2 (Service Levels) of the Call-Off Terms;
"Transformation Plan"	means the Outline Transformation Plan or (if and when approved by the Customer pursuant to Paragraph 3 of Schedule 2.7 (Transformation Plan) of the Call-Off Terms) the Detailed Transformation Plan and "Programme Initiation Document" as updated in accordance with Paragraph 4 of Schedule 2.7 (Transformation Plan) of the Call-Off Terms from time to time;
"Transformation Programme"	means the programme of work that manages the business change from the inherited business operating model to the Supplier's replacement operating model;
"Transformation"	means the transformation of the Services by the Supplier as further described in, and carried out in accordance with, the Transformation Plan;
"Transformed Services"	means the Services set out and supplied in accordance with Schedule 3.1 (Supplier Solution) of the Call-Off Agreement;
"Transformed Solutions"	means the Supplier's replacement operating model and systems;
"Transformed Systems"	means the replacement IT systems provided by the Supplier;
"Transition Plan"	means the transition plan set out at Appendix 4 of the Call-Off Order Form;
"UK"	means the United Kingdom;
"Unacceptable Performance Failure"	has the meaning given in Schedule 2.2 (Service Levels) of the Call-Off Terms;

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"Unit(s) of Measurement"	means the basis of charge applicable to the calculation of each Banded Charge, as set out in the applicable Service Unit Charge table in Annex 2 of Schedule 4.2 (Framework Charges and Rate Card) of the Framework Agreement, or the Price Band tables in the relevant Call-Off Agreement (as applicable);
"Unrecovered Costs"	means the Costs incurred by the Supplier in the performance of this Call-Off Agreement (as summarised in the Financial Report) to the extent that the same remain at the Call-Off Termination Date to be recovered through Charges that but for the termination of this Call-Off Agreement would have been payable by the Customer after the Call-Off Termination Date in accordance with Schedule 4.1 (Charges and Invoicing) of the Call-Off Terms as such Costs and Charges are forecast in the Financial Report;
"Unrecovered Payment"	means an amount equal to the lower of: (a) the sum of the Unrecovered Costs and the Unrecovered Profit; and (b) the amount specified in Paragraph 4 of Schedule 4.2 (Payments on Termination) of the Call-Off Terms;
"Unrecovered Profit"	means (Total Costs Incurred x Anticipated Contract Life Profit Margin) - Profit Already Paid + any retentions of Milestone Payments remaining unpaid at the Call-Off Termination Date;
"Updates"	means in relation to any Software and/or any Deliverable means a version of such item which has been produced primarily to overcome Defects in, or to improve the operation of, that item;
"Upgrades"	means any patch, New Release or upgrade of Software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications, but excluding any Update which the Supplier or a third party software supplier (or any Affiliate of the Supplier or any third party) releases during the Term;
"Upper Quartile"	means the top 25% of instances of provision of a Comparable Service by members of the Comparison Group ranked by best value for money to the recipients of that Comparable Service;
"User Centred Design"	means a method adopted during the design of end user system screens in which the requirements of the end user of a digital service are given extensive attention at all stages of the design process;
"User Groups"	means groups formed by the Supplier for the purposes of consultation with users of the Services in accordance with Paragraph 6 of Schedule 5.1 (Call-Off Governance) of the Call-Off Terms;
"User Identity Manager"	means the system used by the NHS to manage the issue of smart

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	cards and verification of user roles;
"User Satisfaction Survey Document"	has the meaning given in Schedule 2.2 (Service Levels) of the Call-Off Terms;
"User Satisfaction Survey"	has the meaning given in Schedule 2.2 (Service Levels) of the Call-Off Terms;
"VAT"	means value added tax as provided for in the Value Added Tax Act 1994;
"Verification Period"	has the meaning given to it in Paragraph 9.1 of Schedule 4.1 (Charges and Invoicing) of the Call-Off Agreement and/or in the Call-Off Order Form;
"Volume Forecast Calculation Date"	means, unless stated otherwise in the Call-Off Order Form, 1 January each year (with the first Volume Forecast Calculation Date being 1 January 2016);
"Volume Forecast Year"	means, unless stated otherwise in the Call-Off Order Form, each period of 12 months commencing on 1 September 2016;
"WAN"	means wide area network;
"Working Day"	means any day other than a Saturday, Sunday or public holiday in England and Wales; and
"Working Hours"	means 8 am to 6 pm on a Working Day.