

	<ul style="list-style-type: none"> • Data Protection and Disclosure • Intellectual Property Rights and Indemnity • Confidentiality • Official Secrets Act • Audit
'Material Breach' (Call-Off Contract)	A single serious breach of or persistent failure to perform as required in the Call-Off Contract
'OJEU Contract Notice'	The advertisement for this procurement issued in the Official Journal of the European Union
'Order Form'	An order in the form set out in Part A of the Call-Off Contract for Digital Outcome and Specialist Services placed by a Buyer with the Supplier
'Other Contracting Bodies'	All Contracting Bodies, or Buyers, except CCS
'Party'	<ul style="list-style-type: none"> • for the purposes of the Framework Agreement; CCS or the Supplier • for the purposes of the Call-Off Contract; the Supplier or the Buyer, and 'Parties' will be interpreted accordingly
'Personal Data'	As described in the Data Protection Act 1998 (http://www.legislation.gov.uk/ukpga/1998/29/contents)
'Prohibited Act'	<p>To directly or indirectly offer, promise or give any person working for or engaged by a buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
'Project-Specific IPRs'	<ul style="list-style-type: none"> • Intellectual Property Rights in items, including Deliverables, created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Call-Off Contract and updates and amendments of these items including (but not limited to) database schema; and/or • Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under the Call-Off Contract; but not including the Supplier Background IPRs

'Property'	The property, other than real property and IPR, issued or made available to the Supplier by the Buyer in connection with a Call-Off Contract
'Regulations'	The Public Contracts Regulations 2015 (at http://www.legislation.gov.uk/ukxi/2015/102/contents/made) and the Public Contracts (Scotland) Regulations 2012 (at http://www.legislation.gov.uk/ssi/2012/88/made), as amended from time to time
'Regulatory Bodies'	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in the Framework Agreement or the Call-Off Contract
'Reporting Date'	The seventh day of each month following the month to which the relevant MI relates. A different date may be chosen if agreed between the Parties
'Request for Information'	A request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations
'Self Audit Certificate'	The certificate in the form as set out in Framework Agreement Schedule 1 - Self Audit Certificate, to be provided to CCS by the Supplier in accordance with Framework Agreement Clause 7.6.
'Services'	Digital outcomes, digital specialists, user research studios or user research participants to be provided by the Supplier under a Call-Off Contract
'Specific Change in Law'	A change in the Law that relates specifically to the business of CCS and which would not affect a Comparable Supply
'Statement of Requirements'	A statement issued by CCS or any Buyer detailing its Services requirements issued in the Call-Off Contract
'Statement of Work' (SOW)	The document outlining the agreed body of works to be undertaken as part of the Call-Off Contract between the Buyer and the Supplier. This may include (but is not limited to) the Statement of Requirements, the Deliverable(s), the completion dates, the charging method. Multiple SOWs can apply to one Call-Off Contract
'Subcontractor'	Each of the Supplier's Subcontractors or any person engaged by the Supplier in connection with the provision of the digital services as may be permitted by Clause 9.18 of the Framework Agreement or the Call-Off Contract

'Supplier'	The Supplier of Digital Outcomes and Specialists services who successfully bid for Call-Off Contracts as outlined in the Contract Notice within the Official Journal of the European Union (OJEU Notice). The identifying details of the Supplier to be bound by the terms of the Call-Off Contract are set out in the Order Form.
'Supplier Background IPRs'	Background IPRs of the Supplier
'Supplier Software'	Software which is proprietary to the Supplier and which is or will be used by the Supplier for the purposes of providing the Services
'Supplier Staff'	All persons employed by the Supplier including the Supplier's agents and consultants used in the performance of its obligations under the Framework Agreement or the Call-Off Contract
'Supplier Staff Liabilities'	Any claims, actions, proceedings, orders, demands, complaints, Losses and any awards or compensation reasonably incurred in connection with any claim or investigation related to employment
'Working Day'	Any day other than a Saturday, Sunday or public holiday in England and Wales, from 9am to 5pm unless otherwise agreed with the Buyer and the Supplier in the Call-Off Contract

