

CALL OFF SCHEDULE 1: DEFINITIONS

1. In accordance with Clause 1 (Definitions), in this Contract the following expressions shall have the meanings ascribed in the table below.

Account Management Plan	means the account management plan developed and maintained by the Supplier in accordance with ID SSM.003 of the Services Specification;
Achieve	means: (a) in respect of a Test, to successfully pass a Test without any Test Issues: and (b) in respect of a Milestone, the issue of a Milestone Achievement Certificate in respect of that Milestone in accordance with the provisions of Call Off Schedule 12 (Testing Procedures) where used, and “ Achieved ” and “ Achievement ” shall be construed accordingly;
Affected Party	means the Party seeking to claim relief in respect of a Force Majeure Event;
Affiliates	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 of that body corporate from time to time;
Allowable Assumptions	the assumptions set out in Part D of Attachment 2 (Charges and Invoicing) of the Order Form;
Approved Sub-Licensee	means any of the following: (a) a Central Government Body; (b) any third party providing services to a Central Government Body; and/or (c) any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer;
Assets	means all assets and rights used by the Supplier to provide the Services in accordance with this Contract but excluding the Buyer Assets;
Attachment	means an attachment to the Order Form;
Auditor	means: (a) the Buyer’s internal and external auditors; (b) the Buyer’s statutory or regulatory auditors; (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; (d) HM Treasury or the Cabinet Office; (e) any party formally appointed by the Buyer to carry out audit or similar review functions; and

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	(f) successors or assigns of any of the above;
BCDR Plan	means the plan prepared pursuant to Paragraph 2 of Call Off Schedule 16 (Business Continuity and Disaster Recovery), as may be amended from time to time;
Breach of Security	<p>the occurrence of:</p> <p>(a) any unauthorised access to or use of the Services, the Sites, the IT Environment and/or any IT, information or data (including the Confidential Information and the Buyer Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or</p> <p>(b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Buyer Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,</p> <p>in either case as more particularly set out in the Security Policy (if any);</p>
Buyer	means the organisation eligible to use the Framework as specified in the Order Form;
Buyer Assets	means the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer (including Goods purchased pursuant to this Contract) and which is or may be used in connection with the provision of the Services, and including, for the avoidance of doubt, the Buyer Provided Goods;
Buyer Background IPRs	<p>means</p> <p>(a) IPRs owned by the Buyer before the Commencement Date, including IPRs contained in any of the Buyer's Know-How, documentation, processes and procedures;</p> <p>(b) IPRs created by the Buyer independently of this Contract; and/or</p> <p>(c) Crown Copyright which is not available to the Supplier otherwise than under this Contract;</p> <p>but excluding IPRs owned by the Buyer subsisting in the Buyer Software;</p>
Buyer Cause	<p>any material breach by the Buyer of any of the Buyer Responsibilities, except to the extent that such breach is:</p> <p>(a) the result of any act or omission by the Buyer 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>
Buyer 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 which:</p> <p>i) are supplied to the Supplier by or on behalf of the</p>

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	<p>Buyer; or</p> <p>ii) the Supplier is required to generate, process, store or transmit pursuant to this Contract; or</p> <p>(b) any Personal Data for which the Buyer is the Controller;</p>
Buyer Premises	means premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Sub-Contractors for the provision of the Services and/or Deliverables (or any of them) as set out or referred to in the Order Form;
Buyer Provided Goods	<p>means any of the following:</p> <p>(a) Legacy Assets;</p> <p>(b) Heritage Devices; and/or</p> <p>(c) other goods bought by the Buyer from another supplier, which are to be used by the Supplier in the delivery of the Services;</p>
Buyer Representative	means the representative appointed by the Buyer (as may be changed from time to time) in accordance with Clause 28.4, the details of which as at the Commencement Date are set out in the Order Form;
Buyer Responsibilities	means the responsibilities of the Buyer set out the Order Form or agreed in writing between the Parties from time to time in connection with this Contract;
Buyer Requirements	means the requirements of the Buyer set out in this Contract including but not limited to the Order Form, Services Specification, Call Off Terms, Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring), Call Off Schedule 6 (Transparency Reports), Call Off Schedule 10 (Exit Management), Call Off Schedule 11 (Implementation Plan), Call Off Schedule 13 (Security Requirements), and Call Off Schedule 16 (Business Continuity and Disaster Recovery);
Buyer's Existing Entitlement	means Buyer's funds held on account by the Supplier in respect of another transaction(s) outside of this Contract and to be used as part or whole payment of the Charges;
Buyer Software	means software which is owned by or licensed to the Buyer (other than under or pursuant to this Contract) and which is or will be used by the Supplier for the purposes of providing the Services;
Buyer System	means the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by the Buyer or licensed to it by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Services;
Call Off Terms	means these terms and conditions;
CCS	means Crown Commercial Service, the authority to the Framework;

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Central Government Body	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
Change	means any change to this Contract;
Change Authorisation Note	has the meaning given to it in Call Off Schedule 5 (Change Control Procedure);
Change Control Procedure	means the procedure for changing this Contract set out in Part B of Call Off Schedule 5 (Change Control Procedure) as indicated in the Order Form;
Change in Law	means any change in Law which impacts on the performance of the Services which comes into force after the Commencement Date;
Change Request	has the meaning given in Call Off Schedule 5 (Change Control Procedure);
Charges	means the charges for the provision of the Services set out in or otherwise calculated in accordance with Call Off Schedule 2 (Charges and Invoicing), including any Milestone Payment or Service Charge;
Collaboration Agreement	means the Collaboration Agreement entered into by the Supplier with other suppliers on or around the Commencement Date in relation to the provision of Core Defra Group Services;
Commencement Date	means the date specified as such in the Order Form;
Commercially Sensitive Information	means the Confidential Information listed in Section D of the Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;
Comparable Supply	means the supply of services to another customer of the Supplier that are the same or similar to any of the Services;
Compensation for Critical Service Level Failure	has the meaning given to it in Clause 10.1.2;
Confidential Information	means the Buyer's confidential information and/or the Supplier's confidential information, as the context requires, but not including any information which: (a) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;

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	<p>(b) 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>(c) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Contract or breach of a duty of confidentiality; or</p> <p>(d) was independently developed without access to the Confidential Information;</p>
Conflict of Interest	a conflict between the financial or personal duties of the Supplier or the Supplier's staff and the duties owed to the Buyer under this Contract, in the reasonable opinion of the Buyer;
Contract	<p>means the contract between the Buyer and the Supplier (entered into pursuant to the terms of the Framework) consisting of:</p> <p>(a) the Order Form; and</p> <p>(b) the Call Off Terms;</p>
Contract Change	has the meaning given in Call Off Schedule 5 (Change Control Procedure);
Contract Finder	means the online government portal which allows suppliers to search for information about contracts worth over ten thousand pounds (£10,000) (excluding VAT) as prescribed by Part 4 of the Public Contract Regulations 2015;
Contract Period	<p>means the period commencing on the Commencement Date and ending on:</p> <p>(a) expiry of the Initial Term or the Extension Period; or</p> <p>(b) on the earlier of termination of this Contract,</p> <p>which for the avoidance of doubt may not exceed the Maximum Contract Period;</p>
Contract Value	means the higher of the actual or expected total Charges paid or payable under this Contract where all obligations are met by the Supplier;
Contract Year	means a consecutive period of twelve (12) months commencing on the Commencement Date or each anniversary thereof;
Control	means control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and "Controlled" shall be construed accordingly;
Controlled Document(s)	means documents identified as Controlled Documents as further described in Paragraph 10 of Part B of Call Off Schedule 5 (Change Control Procedure) including those documents listed in Annex 4 of Call Off Schedule 5 (Change Control Procedure);
Controller	has the meaning given to it in the GDPR;
Core Defra Group	means together the Buyer and the Service Recipients;

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Core Defra Group Services	means the services provided to the Core Defra Group by the Core Defra Group Suppliers under their relevant services agreements with the Buyer, in connection with the Buyer's ICT service operating framework;
Core Defra Group Supplier	means together: i) the Supplier; ii) the Buyer's network connectivity supplier(s); iii) the Buyer's hosting and applications support supplier(s); iv) the Buyer's managed print supplier(s); v) the Buyer's video conferencing supplier(s); vi) the Buyer's service desk supplier(s); and vii) any other supplier(s) to the Buyer in connection with the Buyer's ICT service operating framework, each being a "Core Defra Group Supplier";
CPP Milestone	has the meaning given to it in Call Off Schedule 11 (Implementation);
Critical Service Level Failure	means any instance of critical service level failure specified in Attachment 4 of the Order Form or Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring);
Crown Body	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
Crown Copyright	has the meaning given in the Copyright, Designs and Patents Act 1988;
CRTPA	means the Contracts (Rights of Third Parties) Act 1999;
Data Loss Event	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
Data Protection Impact Assessment	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
Data Protection Legislation	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
Data Protection Officer	has the meaning given to it in the GDPR;

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Data Subject	has the meaning given to it in the GDPR;
Data Subject Request	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
Default	means any breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the Supplier or its personnel in connection with or in relation to this Contract or the subject matter of this Contract and in respect of which the Supplier is liable to the Buyer;
Defect	means: (a) any error, damage or defect in the manufacturing of a Deliverable; or (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or (c) any failure of any Deliverable to provide the performance, features and functionality specified in the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria; or (d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria;
Delay	means: (a) a delay in the Achievement of a Milestone by its Milestone Date; or (b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;
Delay Deduction Period	the period of one hundred (100) days commencing on the relevant Milestone Date;
Delay Payments	means the amounts payable by the Supplier to the Buyer in respect of a Delay in Achieving a Milestone as specified in Call Off Schedule 2 (Charges and Invoicing);
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 this Contract including any Documentation;
Designated Service Level Failure	has the meaning given in Paragraph 1.3 of Part A of Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring);

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Detailed Implementation Plan	means the plan developed and revised from time to time in accordance with Paragraphs 2 and 3 of Part B of Call Off Schedule 11 (Implementation Plan) where used;
Dispute	means any dispute, difference or question of interpretation arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
Dispute Resolution Procedure	means the dispute resolution procedure set out in Call Off Schedule 4 (Dispute Resolution Procedure);
Documentation	means all documentation as: <ul style="list-style-type: none"> (a) is required to be supplied by the Supplier to the Buyer under this Contract; (b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Services; (c) is required by the Supplier in order to provide the Services; and/or (d) has been or shall be generated for the purpose of providing the Services;
DPA 2018	means the Data Protection Act 2018;
Due Diligence Information	means any information supplied to the Supplier by or on behalf of the Buyer prior to the Commencement Date;
Due Diligence List	means the information set out in Attachment 13 (Due Diligence List) to the Order Form;
EIR	means the Environmental Information Regulations 2004;
Electronic Invoice	means an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
Emergency Maintenance	means ad hoc and unplanned maintenance provided by the Supplier where: <ul style="list-style-type: none"> (a) the Buyer reasonably suspects that the IT Environment or the Services, or any part of the IT Environment or the Services, has or may have developed a fault, and notifies the Supplier of the same; or (b) the Supplier reasonably suspects that the IT Environment or the Services, or any part the IT Environment or the Services, has or may have developed a fault;
Employment Liabilities or Employee Liabilities	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,

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	<p>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 in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Sub-Contractor if such payment should have been made prior to the Service Transfer Date and also including any payments arising in respect of pensions; (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	has the meaning given to it in Call Off Schedule 14 (Staff Transfer);
End User	means any user authorised by the Buyer and/or the relevant Service Recipient to use and/or access the Core Defra Group Services or data including: Buyer personnel, Supplier Personnel and Other Suppliers' personnel; Service Recipient's personnel;
Estimated Year 1 Charges	means the sum in pounds estimated by the Buyer to be payable by it to the Supplier as the total aggregate Charges from the Commencement Date until the end of the first Contract Year stipulated in the Order Form;
Euro Compliant	means that: (i) the introduction of the euro within any part(s) of the UK shall not affect the performance or functionality of any relevant items nor cause such items to malfunction, end abruptly, provide invalid results or adversely affect the Buyer's business; (ii) all currency-reliant and currency-related functions (including all calculations concerning financial data) of any relevant items enable the introduction and operation of the euro; and (iii) in particular each and every relevant item shall, to the extent it performs or relies upon currency-related functions (including all calculations concerning financial data):

	<ul style="list-style-type: none"> (a) be able to perform all such functions in any number of currencies and/or in euros; (b) during any transition phase applicable to the relevant part(s) of the UK, be able to deal with multiple currencies and, in relation to the euro and the national currency of the relevant part(s) of the UK, dual denominations; (c) recognise accept, display and print all the euro currency symbols and alphanumeric codes which may be adopted by any government and other European Union body in relation to the euro; (d) incorporate protocols for dealing with rounding and currency conversion; (e) recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the national currency of the relevant part(s) of the UK and/or the euro; and (f) permit the input of data in euro and display an outcome in euro where such data, supporting the Buyer's normal business practices, operates in euro and/or the national currency of the relevant part(s) of the UK;
Exit Day	shall have the meaning in the European Union (Withdrawal) Act 2018;
Exit Management	means services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to the Buyer and/or a Replacement Supplier, as set out or referred to in Call Off Schedule 10 (Exit Management);
Exit Plan	means the plan produced and updated by the Supplier during the Contract Period in accordance with Paragraph 4 of Call Off Schedule 10 (Exit Management) where used;
Extension Period	means (where applicable) a period as specified in the Order Form to take effect from the end of the Initial Term;
Financial Distress Event	has the meaning given to it in Call Off Schedule 8 (Financial Distress);
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 relevant Government department in relation to such legislation;
Force Majeure Event	means any event outside the reasonable control of either Party affecting its performance of its obligations under this Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or other natural disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel or any other failure in the Supplier's or a Sub-Contractor's supply chain;

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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;
Framework	means the framework agreement reference RM6100 between the Supplier and CCS;
GDPR	the General Data Protection Regulation (Regulation (EU) 2016/679);
General Change in Law	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
Good Industry Practice	at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like the Buyer, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;
Goods	has the meaning given in Clause 14.7;
Government	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
Guarantee	means a deed of guarantee executed by the Guarantor in favour of the Buyer in the form set out in the Annex of Call Off Schedule 18 (Guarantee) where used;
Guarantor	means the entity (if any) set out in the Order Form who executes a Guarantee in favour of the Buyer;
Heritage Device	means any device and/or operating software used by an End User prior to the Commencement Date which: <ul style="list-style-type: none"> (a) is as at the Commencement Date 'out of support' and a replacement solution has not been identified by Supplier and accepted by the Buyer; (b) is owned by the Buyer; (c) is not a Legacy Asset; and (d) is made available by the Buyer to the Supplier for use in the delivery of the Services and managed by the Supplier in accordance with Clauses 14.8 to 14.17 as a category of Buyer Provided Goods;
ICT Policy	means the Buyer's ICT policy, referred to in the Order Form, in force as at the Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
Impact Assessment	has the meaning given in Call Off Schedule 5 (Change Control Procedure);

Implementation Plan	means the Outline Implementation Plan or (if and when approved by the Buyer pursuant to Paragraph 1 of Part B of Call Off Schedule 11 (Implementation Plan)), where used, the Detailed Implementation Plan as updated in accordance with Paragraph 3 of Part B of Call Off Schedule 11 (Implementation Plan) where used, from time to time;
Incumbent Supplier	means a supplier supplying services to the Buyer before the Commencement 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);
Indemnified Person	means the Buyer and each and every person to whom the Buyer (or any direct or indirect sub-licensee of the Buyer) sub-licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with this Contract;
Independent Control	means where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and “ Independent Controller ” shall be construed accordingly;
In-Flight Projects	has the meaning given to it in Call Off Schedule 11 (Implementation);
Information	has the meaning given to it under section 84 of the Freedom of Information Act 2000;
Initial Term	means a period from the Commencement Date as specified in the Order Form;
Insolvency Event	<p>means, in respect of the Supplier or Guarantor (as applicable):</p> <ul style="list-style-type: none"> (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or (c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or (e) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or

	<p>(f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>(g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>(h) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>(i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
Intellectual Property Rights or IPR	<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>
IPRs Claim	<p>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 Buyer Software by or on behalf of the Supplier, in either case in combination with any item not supplied or recommended by the Supplier pursuant to this Contract or for a purpose not reasonably to be inferred from the Services Specification or the provisions of this Contract;</p>
ISMS	<p>has the meaning given in Call Off Schedule 13 (Security Requirements);</p>
IT	<p>means information and communications technology;</p>
IT Environment	<p>means the Buyer System and the Supplier System;</p>
IT Service Continuity Event	<p>an unforeseen event which is outside of the Supplier's control and which adversely impacts Service Availability (as such term is defined in Attachment 4 (Service Levels and Service Credits) of the Order Form);</p>
ITSM Tool	<p>means a set of predefined tools used to support the delivery of the Core Defra Group Services as defined by the Buyer;</p>
Joint Controllers	<p>means where two or more Controllers jointly determine the purposes and means of Processing;</p>
Key Performance Indicator Failure	<p>means a failure to meet the Key Performance Indicator Measure in respect of a Key Performance Indicator;</p>

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Key Performance Indicator Measure	shall be as set out against the relevant Key Performance Indicator in Attachment 4 of the Order Form;
Key Performance Indicators	means the key performance indicators (including the Sustainability Key Performance Indicators) as specified in Attachment 4 of the Order Form;
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) listed as such in the Order Form; (b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Services and/or Deliverables; and/or (c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Contract;
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 the Commencement Date;
Last Service Period	means the twelfth and final Service Period of a Service Year;
Law	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
LED	means the Law Enforcement Directive (Directive (EU) 2016/680)
Legacy Asset	means any device and/or operating software used by an End User prior to the Commencement Date which: <ul style="list-style-type: none"> (a) is to eventually be replaced by the Supplier in accordance with the Services Specification; (b) is owned by the Buyer; (c) is not a Heritage Device; and (d) is made available by the Buyer to the Supplier for use in the delivery of the Services and managed by the Supplier in accordance with Clauses 14.8 to 14.17 as a category of Buyer Provided Goods;
Licensed Software	means all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Contract, including any Supplier Software, Third Party Software specified in the Order Form and/or any Specially Written Software;
List of Controlled Documents	means a document which sets out: (i) the names and version numbers of the Controlled Documents existing from time to time during the Contract Period; and (ii) the representative of each Party

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	authorised for the purposes of Paragraph 10.6 of Part B of Call Off Schedule 5 (Change Control Procedure) to sign Controlled Documents and new versions of such Controlled Documents;
Losses or Loss	means all losses, liabilities, damages, costs, fines, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation 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;
Managed Service Supplier	means a supplier to the Core Defra Group that is a party to the Collaboration Agreement, and " Managed Service Suppliers " shall be construed accordingly;
Maximum Contract Period	means the period from the Commencement Date set out in the Order Form in respect of the applicable lot;
Milestone	means an event or task described in the Implementation Plan which, if applicable, shall be completed by the relevant Milestone Date;
Milestone Achievement Certificate	means the certificate to be granted by the Buyer when the Supplier has Achieved a Milestone, which shall be in substantially the same form as that set out in Annex 3 of Call Off Schedule 12 (Testing Procedures);
Milestone Date	means the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
Milestone Payment	means a payment identified in Call Off Schedule 2 (Charges and Invoicing) to be made following the issue of a Milestone Achievement Certificate;
Milestone Retention	has the meaning given in Call Off Schedule 2 (Charges and Invoicing);
Mobile Refurbished Devices	means Goods that are smart phones or tablets that have been refurbished;
Mobilisation	has the meaning given in Call Off Schedule 11 (Implementation);
New Apple Devices	means Goods manufactured by Apple (including its group companies) that are unused and have not been remanufactured or refurbished;
New Dell Devices	means Goods manufactured by Dell (including its group companies) that are unused and have not been remanufactured or refurbished;
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

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	in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
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;
Object Code	means software and/or data in machine-readable, compiled object code form;
Open Source	means computer software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source;
Operating Environment	means the Buyer System and the Sites;
Order	means the order placed by the Buyer with the Supplier for the provision of the Services and/or Deliverables in accordance with the Framework and under the terms of this Contract;
Order Form	means the form (based on the template included at Annex 1 to Framework Schedule 4 (Template Order Form and Template Call Off Terms)) together with any Attachments, as completed and forming part of this Contract, which contains details of an Order together with other information in relation to such Order, including the description of the Services to be provided;
Other Core Defra Group Suppliers	Core Defra Group Suppliers, excluding the Supplier;
Other Supplier(s)	means any supplier to the Buyer or a Service Recipient other than the Supplier and Incumbent Suppliers, including those who may have ceased to supply their services in full;
Outline Implementation Plan	means the outline plan set out at Attachment 3 (Outline Implementation Plan) of the Order Form (where used);
Party	means a party to this Contract, namely either the Buyer or the Supplier (together the “ Parties ”);
PC Refurbished Devices	means Goods that have been refurbished;
PC Remanufactured Devices	means Goods that are laptops or desktops that have been remanufactured;
Performance Monitoring Reports	has the meaning given in Paragraph 1.2 Part B (Performance Monitoring) of Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring);
Personal Data	has the meaning given to it in the GDPR;
Personal Data Breach	has the meaning given to it in the GDPR;
Processing	has the meaning given to it in the GDPR and “Process” and “Processed” shall be interpreted accordingly;
Processor	has the meaning given to it in the GDPR;

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Processor Personnel	means all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub-processor engaged in the performance of its obligations under this Contract;
Programme Supplier	means each supplier of Core Defra Group Services that is a party to the Collaboration Agreement;
Prohibited Acts	<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 a Buyer or any other public body 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 this Contract; or (c) committing any offence: <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or (d) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or (e) 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 Charges	has the meaning given to it in Call Off Schedule 19 (Projects);
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 Contract and updates and amendments of these items including (but not limited to) database schema; and/or (b) Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under this Contract; <p>but shall not include the Supplier Background IPRs or the Specially Written Software;</p>
Protective Measures	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;

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Quality Plans	has the meaning given in Clause 7.1;
Recall	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the IPR rights) that might endanger health or hinder performance;
Recovery Point Objective	the maximum amount of data that may be lost when service is restored after an IT Service Continuity Event, expressed as a length of time before the failure;
Recovery Time Objective	the maximum time allowed for restoring an IT service to operation in accordance with the Performance Indicators following an IT Service Continuity Event;
Rectification Plan	means the rectification plan pursuant to the Rectification Plan Process;
Rectification Plan Process	means the process set out in Clauses 31.3 to 31.8;
Registers	has the meaning given to it in Call Off Schedule 10 (Exit Management);
Regulations	means the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
Relevant IPRs	means 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 Buyer or a third party in the fulfilment of the Supplier's obligations under this Contract including IPRs in the Specially Written Software, the Supplier Non-COTS Software, the Supplier Non-COTS Background IPRs, the Third Party Non-COTS Software and the Third Party Non-COTS IPRs but excluding any IPRs in the Buyer Software, the Buyer 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 pursuant to section 9 of the Bribery Act 2010;
Relevant Transfer	has the meaning given to it in Call Off Schedule 14 (Staff Transfer);
Reminder Notice	means a notice sent in accordance with Clause 35.2.1 given by the Supplier to the Buyer providing notification that payment has not been received on time;
Repeat Service Level Failure	has the meaning given in Paragraph 2.4 of Part A of Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring);
Replacement Services	means any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the expiry or termination (in whole or in part) of this Contract, whether those services are provided by the Buyer internally and/or by any third party;

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Replacement Supplier	means any third party service provider of Replacement Services appointed by the Buyer from time to time (or where the Buyer is providing replacement Services for its own account, the Buyer);
Request for Information	means a request for information or an apparent request relating to this Contract or an apparent request for such information under the FOIA or the EIRs;
Restricted Country	means any country which is not: (a) a member of the European Economic Area; (b) the United Kingdom; or (c) deemed adequate by the European Commission pursuant to article 25(6) of Directive 95/46/EC or article 45(3) of the GDPR;
Schedule of Processing, Personal Data and Data Subjects	means the schedule of processing, personal data and data subjects set out in Attachment 9 of the Order Form (to be completed by the Buyer) which sets out various details concerning the processing of Personal Data including: (a) identity of the Controller and Processor; (b) subject matter of processing; (c) duration of the processing; (d) nature and purposes of the processing; (e) type of Personal Data being Processed; (f) categories of Data Subject; and (g) plan for return of the data once the processing is complete unless requirement under Data Protection Legislation to preserve that type of data;
Security Information Event Management System (SIEM)	a set of network security tools used to manage multiple security applications and devices, and to respond automatically to resolve security incidents;
Security Policy	means the security policy, referred to in the Order Form, in force as at the Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
Service Catalogue	means the service catalogue produced and maintained by or on behalf of the Buyer in connection with the Core Defra Group Services;
Service Charges	means the periodic payments made in accordance with Call Off Schedule 2 (Charges and Invoicing) in respect of the supply of the Services;
Service Commencement Date	has the meaning given in Call Off Schedule 11 (Implementation);
Service Credit Cap	means the service credit cap specified in Attachment 4 of the Order Form;

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Service Credit Earnback	means any service credits that are repayable by the Buyer in accordance with Paragraph 3 of Part B of Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring);
Service Credit Multiplier	means the multiplier applicable to Service Credits payable by the Supplier in the event of Repeat Service Level Failures as set out in Attachment 4 of the Order Form;
Service Credits	means any service credits specified in Attachment 4 of the Order Form being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels;
Service Desk	means the service desk function provided by the Supplier as set out in the Services Specification;
Service Hours	has the meaning given in Attachment 4 of the Order Form;
Service Level Category	means the different categories that Service Levels are part as set out in Attachment 4 of the Order Form;
Service Level Failure	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
Service Level Performance Measure	shall be as set out against the relevant Service Level in Attachment 4 of the Order Form;
Service Level Threshold	shall be as set out against the relevant Service Level in Attachment 4 of the Order Form;
Service Levels	means any service levels applicable to the provision of the Services under this Contract specified in Attachment 4 of the Order Form;
Service Period	means a service period which, for the purposes of this Contract and unless otherwise agreed, shall be a recurrent period of one (1) month during the Contract Period;
Service Recipients	means the following Defra bodies: a) Environment Agency; b) the Rural Payments Agency; c) Natural England; d) the Animal and Plant Health Agency; and e) the Marine Maritime Organisation, each being a " Service Recipient ";
Service Transfer Date	has the meaning given in Call Off Schedule 14 (Staff Transfer);
Service Year	means each period of twelve (12) consecutive Service Periods commencing from the first Service Period;
Services	means the services which the Supplier shall make available to the Buyer under this Contract as set out or referred to in the Order Form;
Services Specification	means the specification of the Services as set out or referred to in Part A (Specification) of Attachment 1 to the Order Form;

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Sites	means any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: (a) the Services and/or Deliverables are (or are to be) provided; or (b) the Supplier manages, organises or otherwise directs the provision or the use of the Services and/or Deliverables, and which are set out in or referred to in the Order Form;
Social Value Key Performance Indicators	means the Key Performance Indicators in Annex 1 of Attachment 4 of the Order Form regarding social value;
Software	means the Specially Written Software, Supplier Software and Third Party Software;
Software Supporting Materials	has the meaning given in Clause 21.1.2;
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;
Specially Written Software	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 Contract, including any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Contract;
Specific Change in Law	means a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply;
Standard Contractual Clauses	means the standard contractual clauses for the transfer of Personal Data to processors established in third countries which do not ensure an adequate level of protection as set out in Commission Decision C (2010) 593 and reference to the standard contractual clauses shall be to the clauses as updated, amended, replaced or superseded from time to time by the European Commission;
Standards	means any standards set out or referred to in these Call Off Terms (if any), the Order Form and/or the Framework, as updated from time to time and notified to the Supplier;
Sub-Contract	means any contract or agreement or proposed agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier the Services (or any part thereof) or to provide facilities or services necessary for the provision of the Services (or any part thereof) or necessary for the management, direction or control of the provision of the Services or any part thereof;
Sub-Contractor	means any third party other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;

Sub-processor	means any third party appointed to process Personal Data on behalf of the Supplier related to this Contract;
Supplier	means the entity identified as such in the Order Form;
Supplier Background IPRs	<p>means</p> <p>(a) Intellectual Property Rights owned by the Supplier before the Commencement Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or</p> <p>(b) Intellectual Property Rights created by the Supplier independently of this Contract,</p> <p>which in each case is or will be used before or during the Contract Period for designing, testing implementing or providing the Services but excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software;</p>
Supplier COTS Background IPRs	<p>means any embodiments of Supplier Background IPRs that:</p> <p>(a) the Supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and</p> <p>(b) has a Non-trivial Customer Base;</p>
Supplier COTS Software	<p>means Supplier Software (including open source software) that:</p> <p>(a) the Supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and</p> <p>(b) has a Non-trivial Customer Base;</p>
Supplier Equipment	means the hardware, computer and telecoms devices and equipment used by the Supplier or its Sub-Contractors (but not hired, leased or loaned from the Buyer) for the provision of the Services
Supplier Non-COTS Background IPRs	means any embodiments of Supplier Background IPRs that have been delivered by the Supplier to the Buyer and that are not Supplier COTS Background IPRs;
Supplier Non-COTS Software	means Supplier Software that is not Supplier COTS Software;
Supplier Personnel	means all persons employed or engaged by the Supplier together with the Supplier's servants, agents, suppliers, consultants and Sub-Contractors (and all persons employed by any Sub-Contractor together with the Sub-Contractor's servants, consultants, agents, suppliers and sub-contractors) used in the performance of its obligations under this Contract;
Supplier Representative	means the representative appointed by the Supplier (as may be changed from time to time) in accordance with Clause 28.3, the

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	details of which as at the Commencement Date are set out in the Order Form;
Supplier Software	software which is proprietary to the Supplier (or an Affiliate of the Supplier) and which is or will be used by the Supplier for the purposes of providing the Services, including the software specified as such in the Order Form;
Supplier System	means the information and communications technology system used by the Supplier in implementing and performing the Services including the Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);
Sustainability Key Performance Indicators	means the Key Performance Indicators in Annex 1 of Attachment 4 of the Order Form regarding sustainability;
Sustainability Policy	means the Buyer's sustainability policies and processes, referred to in Attachment 11 (Buyer Policies and Processes) of the Order Form, in force as at the Commencement Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
Technical Design Authority	has the meaning given in Call Off Schedule 7 (Governance);
Tender	means where the context requires either: (a) the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 18; or (b) the tender submitted by the Supplier to the Buyer annexed to Part B (Tender) of Attachment 1 of the Order Form;
Termination Assistance Period	has the meaning given in Call Off Schedule 10 (Exit Management);
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 this Contract (or any part thereof) on a specified date and setting out the grounds for termination;
Test and Testing	means any tests required to be carried out under this Contract, as further described in Call Off Schedule 12 (Testing Procedure) where used and " Tested " shall be construed accordingly;
Test Issues	has the meaning given in Call Off Schedule 12 (Testing Procedures) where used;
Test Success Criteria	has the meaning given in Paragraph 1 of Call Off Schedule 12 (Testing Procedure);
Third Party Beneficiary	has the meaning given in Clause 52.1;
Third Party COTS IPRs	means Third Party IPRs that: (a) the supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or

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	<p>licence) on standard terms which are not typically negotiated by the supplier save as to price; and</p> <p>(b) has a Non-trivial Customer Base;</p>
Third Party COTS Software	<p>means Third Party Software (including open source software) that:</p> <p>(a) the supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price; and</p> <p>(b) has a Non-trivial Customer base;</p>
Third Party IPRs	<p>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;</p>
Third Party Non-COTS IPRs	<p>means Third Party IPRs that are not Third Party COTS IPRs;</p>
Third Party Non-COTS Software	<p>means Third Party Software that is not Third Party COTS Software;</p>
Third Party Software	<p>means software which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services, including the software specified as such in the Order Form;</p>
Transferring Supplier Employee	<p>has the meaning given in Call Off Schedule 14 (Staff Transfer);</p>
Transition	<p>has the meaning given in Call Off Schedule 11 (Implementation);</p>
Transparency Reports	<p>Means the information relating to the Services and performance of this Contract which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call Off Schedule 6 (Transparency Reports);</p>
Updates	<p>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;</p>
Upgrades	<p>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 Contract Period;</p>
VAT	<p>means value added tax in accordance with the provisions of the Value Added Tax Act 1994;</p>
Worker	<p>means any one of the Supplier Personnel which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Services and/or Deliverables;</p>

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Working Day	means any day other than a Saturday, Sunday or public holiday in England and Wales; and
XLAs	means an experience level agreement applicable to the provision of the Services under this Contract specified in Attachment 4 of the Order Form.