

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

SCHEDULE 1

Definitions

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

“Acceptable Equipment Condition”	the actual wear and tear on any Authority Supplied Equipment is equal to or better than the condition such Authority Supplied Equipment would reasonably be expected to be in having been subject to fair wear and tear (having regard to the nature of the Services and the period of time over which the equipment has been deployed);
“Accounting Reference Date”	means in each year the date to which the Supplier prepares its annual audited financial statements;
“Achieve”	has the meaning given in Schedule 6.2 (<i>Assurance Procedures</i>);
“Acquired Rights Directive”	the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees’ rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
“Additional IBF Sites”	any additional sites to which the Services (or part thereof) are extended, by agreement in writing between the Parties pursuant to Clause 9B (<i>Additional IBF Sites and cessation of Services to existing IBF Sites</i>) and Schedule 8.3 (<i>Change Control Procedure</i>);
“Affected Party”	the Party seeking to claim relief in respect of a Force Majeure Event;
“Affiliate”	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
“Agreement”	the clauses of this agreement together with the Schedules and annexes to it;
“ATP Milestone”	the Milestone linked to Authority to Proceed for the relevant Operational Services set out in the Mobilisation Plan or a Project Plan;

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

“Audit”	any exercise by the Authority of its Audit Rights pursuant to Clause 12 (<i>Records, Reports, Audit and Open Book Data</i>) and/or Schedule 7.5 (<i>Financial Reports</i>);
“Audit Agents”	<ul style="list-style-type: none"> (a) the Authority’s internal and external auditors; (b) the Authority’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 Authority to carry out audit or similar review functions; and (f) successors or assigns of any of the above;
“Audit Rights”	the audit and access rights referred to in Clause 12 (<i>Records, Reports, Audits & Open Book Data</i>);
“Authority Assets”	the Authority Materials, the Authority and/or Service Recipient infrastructure and any other data, software, assets, equipment or other property owned by and/or licensed or leased to the Authority and/or a Service Recipient (including Authority Supplied Equipment and Authority Maintained Assets) and which is or may be used in connection with the provision or receipt of the Services;
“Authority Background IPR”	<ul style="list-style-type: none"> (a) IPRs owned by the Authority before the Effective Date, including IPRs contained in any of the Authority’s Know-How, documentation, processes and procedures; (b) IPRs created by the Authority independently of this Agreement; and/or (c) Crown Copyright which is not available to the Supplier otherwise than under this Agreement;
“Authority Cause”	<p>any material Default by the Authority except to the extent that such Default is:</p> <ul style="list-style-type: none"> (a) the result of any act or omission by the Authority to which the Supplier has given its prior consent; or (b) caused by the Supplier, any Sub-contractor or any Supplier Personnel;

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

“Authority Data”

- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:
 - (i) supplied to the Supplier by or on behalf of the Authority; and/or
 - (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or
- (b) any Personal Data for which the Authority and/or a Service Recipient is the Controller, or any data derived from such Personal Data which has had any designatory data identifiers removed so that an individual cannot be identified.

“Authority Maintained Assets”

the buildings (and fixed/contained assets within such buildings), including mechanical, electrical and plumbing (MEP), building fabric, tarmac, plant and equipment as provided by the Authority or any Service Recipient on the IBF Sites which the Supplier will maintain pursuant to Schedule 2.1 (*Services Description*) but excluding Authority Supplied Equipment and Supplier Equipment;

“Authority Materials”

the Authority Data together with any materials, documentation, information, programs and codes supplied by the Authority to the Supplier, the IPRs in which:

- (a) are owned or used by or on behalf of the Authority; and
- (b) are or may be used in connection with the provision or receipt of the Services,

but excluding any Project Specific IPRs;

“Authority Premises”

any premises owned, controlled or occupied by the Authority, any Service Recipient 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), including the IBF Sites;

“Authority Representative”

the representative appointed by the Authority pursuant to Clause 11.4;

“Authority Requirements”

the requirements of the Authority and the Service Recipients set out in Schedules 2.1 (*Services*

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

	<i>Description), 2.2 (Performance Indicators), 2.4 (Security Management), 2.5 (Insurance Requirements), 6.1 (Mobilisation), 8.2 (Reports and Records), 8.5 (Exit Management) and 8.6 (Service Continuity Plans and Corporate Resolution Planning);</i>
“Authority Supplied Equipment”	any equipment and/or kit owned by the Authority or any Service Recipient that the Supplier and/or any Sub-contractor uses in the provision of the Services (including personal protective equipment (PPE), torches, foul weather gear and radios) and shall include any such equipment and/or kit procured by the Supplier on behalf of the Authority (and paid for by the Authority) pursuant to this Agreement but excluding Supplier Equipment and Authority Maintained Assets;
“Authority System”	the Authority's and/or Service Recipient's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Supplier in connection with this Agreement (if any) which is owned by the Authority and/or the Service Recipients or licensed to it by a third party and which interfaces with the Supplier System or which is necessary for the Authority and/or the Service Recipients to receive the Services;
“Authority to Proceed” or “ATP”	the authorisation to the Supplier to commence the provision of the relevant Operational Services to the Authority, provided by the Authority in the form of a Milestone Achievement Certificate in respect of the ATP Milestone;
“Balanced Scorecard Report”	shall have the meaning given to it in Schedule 2.2 (<i>Performance Levels</i>);
“Baseline Security Requirements”	the Authority's baseline security requirements, the current copy of which is contained in Annex 1 of Schedule 2.4 (<i>Security Management</i>) as updated from time to time by the Authority and notified to the Supplier;
“Billable Works”	those works and/or services identified in Schedule 2.1 (<i>Services Description</i>) as ‘Billable Works’ and those other works and/or services that the parties may agree in writing from time to time are to be Billable Works;
“Billable Works and Approvals Process”	shall have the meaning given to it in Schedule 6.4 (<i>Billable Works</i>);

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

“Business Continuity Plan”	shall have the meaning given to it in Schedule 8.6 (<i>Service Continuity Plans and Corporate Resolution Planning</i>), if such Schedule is used;
“Business Continuity Services”	shall have the meaning given to it in Schedule 8.6 (<i>Service Continuity Plans and Corporate Resolution Planning</i>), if such Schedule is used;
“BPSS”	the HMG Baseline Personnel Security Standard staff vetting procedures, issued by the Cabinet Office Security Policy Division and Corporate Development Group;
“Breakage Costs Payment”	has the meaning given in Schedule 7.2 (<i>Payments on Termination</i>);
“Business Critical Event”	has the meaning given in Schedule 6.4 (<i>Billable Works</i>);
“Central Government Body”	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
“Change”	any change to this Agreement;
“Change Authorisation Note”	a form setting out an agreed Contract Change which shall be substantially in the form of Annex 2 of Schedule 8.3 (<i>Change Control Procedure</i>);
“Change Control Procedure”	the procedure for changing this Agreement set out in Schedule 8.3 (<i>Change Control Procedure</i>);
“Change in Law”	any change in Law which impacts on the performance of the Services which comes into force after the Effective Date;
“Change Request”	a written request for a Contract Change substantially in the form of Annex 1 of Schedule 8.3 (<i>Change Control Procedure</i>);
“Charges”	the charges for the provision of the Services set out in or otherwise calculated in accordance with

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

Schedule 7.1 (*Charges and Invoicing*), including any Milestone Payment or Service Charge;

“Commercially Sensitive Information” the information listed in Schedule 4.2 (*Commercially Sensitive Information*) comprising the information of a commercially sensitive nature relating to;

- (a) the pricing of the Services;
 - (b) the details of the Supplier’s IPRs; and
 - (c) the Supplier’s business and investment plans;
- which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;

“Comparable Supply” the supply of services to another customer of the Supplier that are the same or similar to any of the Services;

“Compensation for Unacceptable KPI Failure” has the meaning given in Schedule 2.2 (*Performance Levels*);

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

“Confidential Information”

- (a) Information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Agreement that relates to:
 - (i) the Disclosing Party Group; or
 - (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party Group;
- (b) other Information provided by the Disclosing Party pursuant to or in anticipation of this Agreement that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient’s attention or into the Recipient’s possession in connection with this Agreement;
- (c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Agreement and all matters arising therefrom; and
- (d) Information derived from any of the above, but not including any Information which:
 - (i) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;
 - (ii) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient’s knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;
 - (iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality;

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

- (iv) was independently developed without access to the Confidential Information;
or
- (v) relates to the Supplier's:
 - 1. performance under this Agreement;
or
 - 2. failure to pay any Sub-contractor as required pursuant to Clause 10.25 (*Supply Chain Protection*);

"Connected Company"	in relation to a company, entity or other person, the Affiliates of that company, entity or other person or any other person associated with such company, entity or other person;
"Consignment"	has the meaning given to it in Schedule 2.1A (<i>Services Description Definitions</i>);
"Contract Change"	any change to this Agreement, for the avoidance of doubt excluding any Operational Change;
"Contract Year"	<ul style="list-style-type: none">(a) a period of twelve (12) months commencing on the Effective Date; or(b) thereafter a period of twelve (12) months commencing on each anniversary of the Effective Date; <p>provided that the final Contract Year shall end on the expiry or termination of the Term;</p>
"Control"	the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;
"Controller"	has the meaning given in the Relevant Data Protection Laws;
"Corporate Overhead"	in any Service Period, the percentage identified as such in the Cost Model;
"Cost Model"	any model set out in Annex 3 (<i>Cost Model</i>) of Schedule 7.1 (<i>Charges and Invoicing</i>) as may be amended from time to time in accordance with this Agreement, which sets out the underlying principles which make up the Charges;
"Costs"	has the meaning given in Schedule 7.1 (<i>Charges and Invoicing</i>);

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

“Counter Notice”	has the meaning given in Schedule 8.4 (<i>Dispute Resolution Procedure</i>);
“Credit Rating Threshold”	has the meaning given in Schedule 7.4 (<i>Financial Distress</i>);
“Critical KPI Failure”	has the meaning given in Schedule 2.2 (<i>Performance Levels</i>);
“Crown”	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;
“CRTPA”	the Contracts (Rights of Third Parties) Act 1999;
“Deductions”	all Service Credits, Compensation for Unacceptable KPI Failure, Delay Payments or any other deduction, in each case which is paid or payable to the Authority under this Agreement;
“Default”	<p>any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement:</p> <ul style="list-style-type: none"> (a) in the case of the Authority, of its employees, servants, agents; or (b) in the case of the Supplier, of its Sub-contractors or any Supplier Personnel, <p>in connection with or in relation to the subject-matter of this Agreement and in respect of which such Party is liable to the other;</p>
“Delay”	<ul style="list-style-type: none"> (a) a delay in the Achievement of a Milestone by its Milestone Date; or (b) a delay in the design, development, testing or mobilisation of a Deliverable by the relevant date set out in the Mobilisation Plan or a Project Plan;
“Delay Deduction Period”	the period of one hundred (100) days commencing on the relevant Milestone Date;
“Delay Payments”	the amounts (if any) payable by the Supplier to the Authority in respect of a Delay in Achieving a Key

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

	Milestone as specified in Part C of Schedule 7.1 (<i>Charges and Invoicing</i>);
“Deliverable”	a part of the Services delivered or to be delivered by the Supplier at or before a Milestone Date or at any other stage during the performance of this Agreement, as identified in the Mobilisation Plan or Project Plan;
“Detailed Mobilisation Plan”	has the meaning given in Schedule 6.1 (<i>Mobilisation</i>);
“Disclosing Party”	has the meaning given in Clause 21.1 (<i>Confidentiality</i>);
“Disclosing Party Group”	(a) where the Disclosing Party is the Supplier, the Supplier and any Affiliates of the Supplier; and (b) where the Disclosing Party is the Authority, the Authority, any Service Recipient and any Central Government Body with which the Authority or the Supplier interacts in connection with this Agreement;
“Dispute”	any dispute, difference or question of interpretation arising out of or in connection with this Agreement, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
“Dispute Notice”	a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
“Dispute Resolution Procedure”	the dispute resolution procedure set out in Schedule 8.4 (<i>Dispute Resolution Procedure</i>);
“Documentation”	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

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

and procedures, and all such other documentation as:

- (a) is required to be supplied by the Supplier to the Authority and/or any Service Recipient under this Agreement;
- (b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide Services;
- (c) is required by the Supplier in order to provide the Services; and/or
- (d) has been or shall be generated for the purpose of providing the Services;

“DOTAS”

the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes or those who use them to tell HMRC of any notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992 and in Schedule 11A to the Value Added Tax Act 1994 (as amended by Schedule 1 to the Finance (no. 2) Act 2005);

“Due Diligence Information”

any information supplied to the Supplier by or on behalf of the Authority prior to the Effective Date;

“Effective Date”

the date on which this Agreement is signed by both Parties;

“EIRs”

the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Central Government Body in relation to such Regulations;

“Employee Liabilities”

all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs,

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:

- (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- (b) unfair, wrongful or constructive dismissal compensation;
- (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- (d) compensation for less favourable treatment of part-time workers or fixed term employees;
- (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;
- (f) employment claims whether in tort, contract or statute or otherwise;
- (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

“Employment Regulations”

the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive;

“Escalation Meeting”

has the meaning given in Clause 29.1;

“Escalation Notice”

has the meaning given in Clause 29.1;

“Escalation Process Trigger Event”

- (a) any event falling within limb (a), (b), (c), (f) or (g) of the definition of a Supplier Termination Event;
- (b) any event falling within limb (b) or (c) of the definition of Step-In Trigger Event;
- (c) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services;
- (d) the Supplier not Achieving a Key Milestone within seventy five (75) days of its relevant Milestone Date; and/ or

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

(e) Rectification Plan Failure.

“Estimated Year 1 Charges”	the estimated Charges payable by the Authority during the first Contract Year, as set out in the Financial Model;
“Exit Management”	services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to the Authority and/or a Replacement Supplier, as set out or referred to in Schedule 8.5 (<i>Exit Management</i>);
“Exit Plan”	the plan produced and updated by the Supplier during the Term in accordance with Paragraph 5 of Schedule 8.5 (<i>Exit Management</i>);
“Expedited Dispute Timetable”	the reduced timetable for the resolution of Disputes set out in Paragraph 2 of Schedule 8.4 (<i>Dispute Resolution Procedure</i>);
“Expert”	has the meaning given in Schedule 8.4 (<i>Dispute Resolution Procedure</i>);
“Expert Determination”	has the meaning given in Schedule 8.4 (<i>Dispute Resolution Procedure</i>);
“Extension Period”	has the meaning given in Clause 4.3;
“Final Termination Warning Notice”	has the meaning given in Clause 33.4;
“Financial Distress Event”	has the meaning given in Schedule 7.4 (<i>Financial Distress</i>);
“Financial Distress Service Continuity Plan”	has the meaning given in Schedule 7.4 (<i>Financial Distress</i>);
“Financial Model”	means the model prepared in accordance with Part D (Financial Model) of Schedule 7.1 (<i>Charges and Invoicing</i>) as may be amended from time to time in accordance with this Agreement, which sets out the Charges;
“Financial Transparency Objectives”	Has the meaning given to it in Schedule 7.5 (<i>Financial Reports</i>);
“FOIA”	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant Central Government Body in relation to such Act;

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

“Force Majeure Event”	any event outside the reasonable control of either Party affecting its performance of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including 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 any industrial dispute relating to the Supplier or the Supplier Personnel or any other failure in the Supplier’s or a Sub-contractor’s supply chain;
“Force Majeure Notice”	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
“Former Supplier”	has the meaning given in Schedule 9.1 (<i>Staff Transfer</i>);
“General Anti-Abuse Rule”	<ul style="list-style-type: none"> (a) the legislation in Part 5 of the Finance Act 2013; (b) the legislation in sections 10 and 11 of the National Insurance Contributions Act 2014; and (c) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid any Tax;
“General Change in Law”	a Change in Law where the change is of a general legislative nature (including 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 Authority, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;
“Goods”	any goods or equipment to be supplied by the Supplier as part of the Services;
“Government Controlled Company”	any body governed by public law, including as created pursuant to Regulation 12 of the Public Contracts Regulations 2015 or such other body

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

	created through or derived through public law and controlled by the Authority;
“Halifax Abuse Principle”	the principle explained in the CJEU Case C-255/02 Halifax and others;
“Health and Safety Policy”	the health and safety policy of the Authority and/or other relevant Central Government Body as provided to the Supplier on or before the Effective Date and as subsequently provided to the Supplier from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety;
“HMRC”	HM Revenue & Customs;
“IBF Sites”	the sites listed in Schedule 2.10 (<i>IBF Sites</i>) and any Additional IBF Sites;
“Impact Assessment”	has the meaning given in Schedule 8.3 (<i>Change Control Procedure</i>);
“Incumbent Supplier”	any supplier to the Authority of services similar to the Services prior to the Mobilisation Commencement Date or Operational Service Commencement Date (as applicable);
“Indemnified Person”	the Authority and each and every person to whom the Authority (or any direct or indirect sub-licensee of the Authority) sub-licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with this Agreement;
“Information”	all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);
“Initial Term”	the period of three (3) years from and including the Operational Service Commencement Date;
“Insolvency Event”	<p>(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:</p> <p>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or</p>

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

- (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 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;
- (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;
- (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;
- (e) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- (f) where the other Party is a company, a LLP or a partnership:
 - (i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that 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;
 - (ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over the other Party;

(iii) (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

(iv) (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

(g) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;

**“Intellectual Property Rights” or
“IPRs”**

(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;

(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and

(c) all other rights having equivalent or similar effect in any country or jurisdiction;

“IPRs Claim”

any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPRs save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of any Relevant IPRs in combination with any item not supplied or recommended by the Supplier pursuant to this Agreement or for a purpose not reasonably to be inferred from the Services Description or the provisions of this Agreement;

“IT”

information and communications technology;

“IT Environment”

the Authority System and the Supplier System;

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

“Key Milestone”	the Milestones identified in the Mobilisation Plan or any Project Plan as key milestones (if any) and in respect of which Delay Payments may be payable in accordance with Part C of Schedule 7.1 (<i>Charges and Invoicing</i>) if the Supplier fails to Achieve the Milestone Date in respect of such Milestone;
“Key Personnel”	those persons appointed by the Supplier to fulfil the Key Roles, being the persons listed in Schedule 9.2 (<i>Key Personnel</i>) against each Key Role as at the Effective Date or as amended from time to time in accordance with Schedule 9.2 (<i>Key Personnel</i>), if such Schedule is used;
“Key Roles”	any roles described as a Key Role in Schedule 9.2 (<i>Key Personnel</i>) and any additional roles added from time to time in accordance with that Schedule;
“Key Sub-contract”	each Sub-contract with a Key Sub-contractor;
“Key Sub-contractor”	any Sub-contractor: <ul style="list-style-type: none"> (a) which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or (b) with a Sub-contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) ten per cent (10%) of the aggregate Charges forecast to be payable under this Agreement (as set out in the Financial Model);
“Know-How”	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the Services but excluding know how already in the other Party’s possession before this Agreement;
“KPI”	has the meaning given in Schedule 2.2 (<i>Performance Levels</i>);
“KPI Failure”	has the meaning given in Schedule 2.2 (<i>Performance Levels</i>);
“Law”	any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy,

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

	guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
“Losses”	losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
“Management Fee”	has the meaning given in Schedule 7.1 (<i>Charges and Invoicing</i>)
“Management Information”	any management information specified in Schedule 2.2 (<i>Performance Levels</i>), Schedule 7.1 (<i>Charges and Invoicing</i>), Schedule 7.5 (<i>Financial Reports</i>) and/or Schedule 8.1 (<i>Governance</i>) to be provided by the Supplier to the Authority;
“Management Overhead”	in any Service Period, the percentage identified as such in the Cost Model;
“Mandatory Wage”	the statutory minimum hourly rate of pay including the National Living Wage and National Minimum Wage as set by the Crown;
“Measurement Period”	has the meaning given in Schedule 2.2 (<i>Performance Levels</i>);
“Milestone”	an event or task described in the Mobilisation Plan, a Project Plan or an Exit Plan which, if applicable, shall be completed by the relevant Milestone Date;
“Milestone Achievement Certificate”	the certificate to be granted by the Authority when the Supplier has Achieved a Milestone, which shall be in substantially the same form as that set out in Annex 3 of Schedule 6.2 (<i>Assurance Procedures</i>);
“Milestone Date”	the target date set out against the relevant Milestone in the Mobilisation Plan or a Project Plan by which the Milestone must be Achieved;
“Milestone Payment”	a payment identified in Schedule 7.1 (<i>Charges and Invoicing</i>) to be made following the issue of a Milestone Achievement Certificate;

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

“Mobilisation”	the activities to be performed in accordance with Schedule 6.1 (<i>Mobilisation</i>) in order that the Supplier is able to commence the provision of the Operational Services in accordance with the terms of this Agreement;
“Mobilisation Commencement Date”	has the meaning given in Schedule 6.1 (<i>Mobilisation</i>);
“Mobilisation Plan”	has the meaning given in Schedule 6.1 (<i>Mobilisation</i>);
“Models”	has the meaning given to it in Paragraph 1 of Part B of Schedule 7.5 (<i>Financial Reports</i>);
“Month”	a calendar month and “monthly” shall be interpreted accordingly;
“Non-Party IPRs”	any Intellectual Property Right owned or claimed to be owned by any third party which is found, or alleged to be found, in the Project Specific IPRs;
“Non-trivial Customer Base”	a significant (not less than ten (10)) 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”	has the meaning given in Clause 27.2 (<i>Rectification Plan Process</i>);
“Occasion of Tax Non-Compliance”	<p>(a) any Tax return of the Supplier and/or its Subcontractor and/or any non-submission of a Tax return (whether deliberate or by omission) by the Supplier and/or its Subcontractor to the Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:</p> <ul style="list-style-type: none"> (i) a Relevant Tax Authority successfully challenging the Supplier or relevant Sub-contractor under the General Anti Abuse Rule or the Halifax Abuse Principle or TAAR or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti Abuse Rule or the Halifax Abuse Principle or TAAR; (ii) the failure of an avoidance scheme which the Supplier or relevant Sub-contractor was involved in, and which was, or should have been, notified to a Relevant Tax

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or

(b) the Tax affairs of the Supplier or any of its Sub-contractors have given rise to a criminal conviction in any jurisdiction for Tax related offences within the last five (5) years which is not spent at the Effective Date or to a civil penalty for fraud or evasion within the last three (3) years;

(c) For these purposes:

(i) a return is “submitted” when it is first submitted to the Relevant Tax Authority and any subsequent amendments or re-submissions are to be ignored; and

(ii) a Relevant Tax Authority will not be deemed to have “successfully challenged” the Supplier or a Sub-contractor until an appeal against such challenge is no longer possible.

“Open Book Data”

has the meaning given in Part A of Schedule 7.5 (*Financial Reports*), if such Schedule is used;

“Open Source”

software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source;

“Operational Change”

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

(a) will not affect the Charges and will not result in any other costs to the Authority;

(b) may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services;

(c) will not adversely affect the interfaces or interoperability of the Services with any of the Authority’s IT infrastructure; and

(d) will not require a change to this Agreement;

“Operational Service Commencement Date”

in relation to an Operational Service, the later of:

(a) the date identified in the Mobilisation Plan or a Project Plan for the Operational Services

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

	upon which the Operational Service is to commence; and
	(b) where the Mobilisation Plan or a Project Plan states that the Supplier must have Achieved the relevant ATP Milestone before it can commence the provision of that Operational Service, the date upon which the Supplier Achieves the relevant ATP Milestone;
“Operational Services”	the operational services described as such in the Services Description;
“Optional Services”	the services described as such in Schedule 2.1 (<i>Services Description</i>), if any, which are to be provided by the Supplier if required by the Authority in accordance with Clause 5.11 (<i>Optional Services</i>);
“Order”	any Goods or Services which have been ordered by the Authority in accordance with the procedures set out in Schedule 6.3 (<i>Projects</i>) and/or Schedule 6.4 (<i>Billable Works</i>) if such Schedules are used;
“Other Supplier”	any other third party which supplies services to the Authority but excluding the Incumbent Suppliers;
“Overhead”	has the meaning given to it in Schedule 7.1 (<i>Charges and Invoicing</i>);
“Partial Termination”	the partial termination of this Agreement to the extent that it relates to the provision of any part of the Services as further provided for in Clause 33.2(b) (<i>Termination by the Authority</i>) or 33.6(b) (<i>Termination by the Supplier</i>);
“Parties” and “Party”	have the meanings respectively given on page 7 of this Agreement;
“Performance Indicators”	the Key Performance Indicators and the Subsidiary Performance Indicators;
“Performance Monitoring Report”	has the meaning given in Schedule 2.2 (<i>Performance Levels</i>);
“Persistent Breach”	means a Default which continued or recurred on more than one occasion within a six (6) month period following the date of a Final Termination Warning Notice;
“Personal Data”	personal data (as defined in the Relevant Data Protection Laws) which is Processed by the Supplier or any Sub-contractor pursuant to or in connection

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

	with this Agreement;
“Personal Data Breach”	has the meaning given in Schedule 2.8 (<i>Data Processing</i>);
“Policies”	the policies of the Authority and/or any Service Recipient referred to in Schedule 2.9 (<i>Policies</i>), being the versions of these current at the Effective Date and, subsequently, as may be updated from time to time by the Authority through the Change Control Procedure;
“Process”	has the meaning given to it under the Relevant Data Protection Laws and “Processed” and “Processing” shall be construed accordingly;
“Prohibited Act”	<ul style="list-style-type: none"> (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority 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 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 Authority; or (d) any activity, practice or conduct which would constitute one of the offences listed under © above if such activity, practice or conduct had been carried out in the UK;
“Prohibited Transaction”	has the meaning given in Clause 10.18 (<i>Use of Off-shore Tax Structures</i>);
“Project Plan”	the agreed project plan for an Order set out in, attached to or included by reference in the relevant Order;

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

“Project Specific IPRs”	<p>(a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Agreement and updates and amendments of these items including (but not limited to) database schema;</p> <p>(b) Intellectual Property Rights arising as a result of the performance of the Supplier’s obligations under this Agreement; and/or</p> <p>subject to Clause 16.7, the Supplier Background IPRs and/or Third Party IPRs (if any) used and/or incorporated in (a) and (b) above;</p>
“Projects”	has the meaning given to it in Paragraph 2.2 of Schedule 2.3 (<i>Projects</i>)
“Quality Plans”	has the meaning given in Schedule 2.3 (<i>Standards</i>) if such Schedule is used;
“Quality Standards”	the quality standards published by BSI British Standards (the National Standards Body of the United Kingdom), the International Organisation for Standardization or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with including BS EN ISO 27001 or any equivalent standard which is generally recognised as having replaced it (as applicable), as may be further detailed in the Services Description;
“Quarter”	the first three Service Periods and each subsequent three (3) Service Periods (save that the final Quarter shall end on the date of termination or expiry of this Agreement) and “quarterly” shall be interpreted accordingly;
“Records”	has the meaning given Paragraph 3.1 of Schedule 8.2 (<i>Reports and Records</i>)
“Rectification Plan”	a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default;
“Rectification Plan Failure”	(a) the Supplier failing to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in Clauses 27.5 (<i>Submission of the draft Rectification Plan</i>) or 27.8 (<i>Agreement of the Rectification Plan</i>);

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

- (b) the Authority, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Supplier pursuant to Clause 27.8 (*Agreement of the Rectification Plan*);
- (c) the Supplier failing to rectify a material Default within the later of:
 - (i) thirty (30) Working Days of a notification made pursuant to Clause 27.3 (*Notification*); and
 - (ii) where the Parties have agreed a Rectification Plan in respect of that material Default and the Supplier can demonstrate that it is implementing the Rectification Plan in good faith, the date specified in the Rectification Plan by which the Supplier must rectify the material Default;
- (d) where a Rectification Plan has been implemented a KPI Failure re-occurring in respect of the same KPI and for the same (or substantially the same) root cause (in relation to which a Rectification Plan was implemented) on two or more occasions in the period ending on the date falling 6 months (or, where the relevant KPI has a Measurement Period longer than 6 months, at the end of the next complete Measurement Period) following the date set for the completion of the Rectification Plan (or, if later, the date that the Supplier indicates that the Rectification Plan is complete);
- (e) the Supplier not Achieving any Key Milestone by the expiry of the Delay Deduction Period; and/or
- (f) following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of six (6) months for the same (or substantially the same) root cause as that of the original Notifiable Default;

“Rectification Plan Process”

the process set out in Clauses 27.5 (*Submission of the draft Rectification Plan*) to Clause 27.9 (*Agreement of the Rectification Plan*);

“Registers”

has the meaning given in Schedule 8.5 (*Exit Management*), if such definition is used;

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

“Reimbursable Expenses”	has the meaning given in Schedule 7.1 (<i>Charges and Invoicing</i>);
“Relevant Data Protection Laws”	<ul style="list-style-type: none"> (a) the Data Protection Act 2018; (b) the UK GDPR, the Law Enforcement Directive (Directive EU 2016/680) and any applicable national implementing Laws as amended from time to time; (c) any other applicable Laws relating to the processing of personal data and privacy; and (d) all applicable guidance, standard terms, codes of practice and codes of conduct issued by the Information Commissioner and other relevant regulatory, supervisory and legislative bodies in relation to such Laws;
“Relevant IPRs”	IPRs used to provide the Services or as otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Authority or a third party in the fulfilment of the Supplier’s obligations under this Agreement but excluding any IPRs in the Authority Background IPRs;
“Relevant Requirements”	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
“Relevant Tax Authority”	HMRC, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established, resident or liable to any Tax;
“Relevant Transfer”	a transfer of employment to which the Employment Regulations applies;
“Relief Notice”	has the meaning given in Clause 31.2 (<i>Authority Cause</i>);
“Replacement Services”	any services which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination or Partial Termination of this Agreement, whether those services are provided by the Authority internally and/or by any third party;
“Replacement Supplier”	any third party service provider of Replacement Services appointed by the Authority from time to time (or where the Authority is providing

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

	Replacement Services for its own account, the Authority);
“Request For Information”	a Request for Information under the FOIA or the EIRs;
“Required Action”	has the meaning given in Clause 30.1(a) (<i>Step-In Rights</i>);
“Security Management Plan”	the Supplier’s response to the Authority’s security questionnaire as attached as Annex 2 of Schedule 2.4 (<i>Security Management</i>) and as may be subsequently developed and revised pursuant to Schedule 2.4 (<i>Security Management</i>);
“Service Charges”	the periodic payments made in accordance with Schedule 7.1 (<i>Charges and Invoicing</i>) in respect of the supply of the Operational Services;
“Service Continuity Plan”	shall have the meaning given to it in Schedule 8.6 (<i>Service Continuity Plans and Corporate Resolution Planning</i>);
“Service Credit Cap”	has the meaning given in Schedule 2.2 (<i>Performance Levels</i>);
“Service Credits”	the credits (if any) payable by the Supplier due to the occurrence of one (1) or more KPI Failures in accordance with Schedule 7.1 (<i>Charges and Invoicing</i>);
“Service Period”	a calendar month, save that: <ul style="list-style-type: none"> (a) the first service period shall begin on the first Operational Service Commencement Date and shall expire at the end of the calendar month in which the first Operational Service Commencement Date falls; and (b) the final service period shall commence on the first day of the calendar month in which the Term expires or terminates and shall end on the expiry or termination of the Term;
“Service Points”	in relation to a KPI Failure, the points that are set out against the relevant KPI in the fifth column of the table in Annex 1 of Schedule 2.2 (<i>Performance Levels</i>), if such Annex is used;
“Service Recipient”	if such Schedule is used, those third parties listed in Paragraph 2 of Schedule 2.7 (<i>Service Recipients</i>) (as such Schedule is amended from time to time by the Authority giving written notice to the Supplier), being Other Government Departments and any

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

	other third party other than the Authority to which the Supplier shall provide all or part of the Services;
“Services Description”	the services description set out in Schedule 2.1 (<i>Services Description</i>);
“Service Transfer Date”	has the meaning given in Schedule 9.1 (<i>Staff Transfer</i>);
“Services”	any and all of the services to be provided by the Supplier under this Agreement, including those set out in Schedule 2.1 (<i>Services Description</i>) and including the provision of any Goods;
“Site User”	has the meaning given to it in Schedule 2.1A (<i>Services Description Definitions</i>);
“Sites”	any premises (including the Authority Premises, the Supplier’s premises or third party premises): <ul style="list-style-type: none"> (a) from, to or at which: <ul style="list-style-type: none"> (i) the Services are (or are to be) provided; or (ii) the Supplier manages, organises or otherwise directs the provision or the use of the Services; or (b) where: <ul style="list-style-type: none"> (i) any part of the Supplier System is situated; or (ii) any physical interface with the Authority System takes place;
“Software”	any software which is proprietary to the Supplier or to a third party (or an Affiliate of the Supplier) or any open source software which, in any case, is or will be used by the Supplier for the purposes of providing the Services and any Project Specific IPRs which are software;
“Specific Change in Law”	a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;
“SPI Failure”	has the meaning given in Schedule 2.2 (<i>Performance Levels</i>);
“Staffing Information”	has the meaning given in Schedule 9.1 (<i>Staff Transfer</i>);
“Step-In Notice”	has the meaning given in Clause 30.1 (<i>Step-In Rights</i>);

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

“Step-In Trigger Event”

- (a) any event falling within the definition of a Supplier Termination Event;
- (b) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services;
- (c) the Authority considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this Agreement;
- (d) the Authority being advised by a regulatory body that the exercise by the Authority of its rights under Clause 30 (*Step-In Rights*) is necessary;
- (e) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; and/or
- (f) a need by the Authority to take action to discharge a statutory duty;

“Step-Out Date”

has the meaning given in Clause 30.5(b) (*Step-In Rights*);

“Step-Out Notice”

has the meaning given in Clause 30.5 (*Step-In Rights*);

“Step-Out Plan”

has the meaning given in Clause 30.6 (*Step-In Rights*);

“Sub-contract”

any contract or agreement (or proposed contract or agreement) between the Supplier (or a Sub-contractor) and any third party whereby that third party agrees to provide to the Supplier (or the Sub-contractor) all or any part of the 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”

any third party (including any Key Sub-contractor) with whom:

- (a) the Supplier enters into a Sub-contract; or
- (b) a third party under (a) above enters into a Sub-contract,

or the servants or agents of that third party;

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

“Subsidiary Performance Indicator” or “SPI”	has the meaning given in Schedule 2.2 (Performance Levels);
“Successor Body”	has the meaning given in Clause 36.4 (<i>Assignment and Novation</i>);
“Supplier Background IPR”	<p>(a) Intellectual Property Rights owned by the Supplier before the Effective Date, for example those subsisting in the Supplier's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's Know-How or generic business methodologies; and/or</p> <p>(b) Intellectual Property Rights created by the Supplier independently of this Agreement,</p> <p>which in each case is or will be used before or during the Term for designing, testing implementing or providing the Services;</p>
“Supplier Equipment”	the equipment and/or kit owned or leased by the Supplier and/or any Sub contractors and used in the provision of the Services, but excluding Authority Supplied Equipment, Authority Assets and Authority Maintained Assets;
“Supplier Executive”	means the Supplier Personnel listed as level 3 escalation point in Schedule 8.1 (<i>Governance</i>);
“Supplier Non-Performance”	has the meaning given in Clause 31 (<i>Authority Cause</i>);
“Supplier Personnel”	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance of the Supplier's obligations under this Agreement;
“Supplier Profit”	in relation to a period, the amount identified as ‘Supplier Profit’ in the Financial Model;
“Supplier Profit Margin”	in relation to a period, the Supplier Profit for the relevant period divided by the total Charges over the same period and expressed as a percentage;
“Supplier Representative”	the representative appointed by the Supplier pursuant to Clause 11.3;
“Supplier Solution”	the Supplier's solution for the Services set out in Schedule 4.1 (<i>Supplier Solution</i>) including any Annexes of that Schedule;

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

“Supplier System”

any information and communications technology system used by the Supplier in implementing and performing the Services including the Software and the Supplier Equipment (but excluding the Authority System);

“Supplier Termination Event”

- (a) the Supplier’s level of performance constituting an Unacceptable KPI Failure or a Critical KPI Failure;
- (b) the Supplier’s level of performance constitutes a Persistent Breach;
- (c) the Supplier committing a material Default which is irremediable;
- (d) as a result of the Supplier’s Default, the Authority incurring Losses in any Contract Year which exceed eighty per cent (80)% of the value of the aggregate annual liability cap for that Contract Year as set out in Clause 25.4(a) (*Financial Limits*);
- (e) a Rectification Plan Failure;
- (f) where a right of termination is expressly reserved in this Agreement, including pursuant to:
 - (i) Clause 10.16 (*Tax Compliance*);
 - (ii) Clause 10.21 (*Use of Off-shore Tax Structures*);
 - (iii) Clause 14.6 (*Income Tax and National Insurance Contributions*);
 - (iv) Clause 19 (*IPRs Indemnity*);
 - (v) Clause 29 (*Escalation Process*);
 - (vi) Clause 35.5 (*Modern Slavery Act*);
 - (vii) Clause 39.6(b) (*Prevention of Fraud and Bribery*);
 - (viii) Paragraph 5.8 of Part C (*Benchmarking*) of Schedule 7.3 (*Value for Money*), if such Part is used; or
 - (ix) Paragraph 3 of Schedule 7.4 (*Financial Distress*); and/or
- (g) the representation and warranty given by the Supplier pursuant to Clause 3.1(f) (*Warranties*) being materially untrue or misleading;
- (h) the Supplier committing a material Default or failing to provide details of steps being taken and mitigating factors pursuant to Clauses 10.10 to 10.17 (*Promoting Tax*

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

- Compliance*) which in the reasonable opinion of the Authority are acceptable;
- (i) the Supplier committing a material Default under any of the following:
 - (i) Clause 5.5(f) (*Services*);
 - (ii) Clauses 10.10 to 10.17 (inclusive) (*Promoting Tax Compliance*);
 - (iii) Clauses 10.18 and 10.21 (*Use of Off-shore Tax Structures*);
 - (iv) Clause 23 (*Protection of Personal Data*);
 - (v) Clause 22 (*Transparency and Freedom of Information*);
 - (vi) Clause 21 (*Confidentiality*);
 - (vii) Clause 35 (*Compliance*);
 - (viii) in respect of any security requirements set out in Schedule 2.1 (*Services Description*), Schedule 2.4 (*Security Management*) or the Baseline Security Requirements; and/or
 - (ix) in respect of any requirements set out in Schedule 9.1 (*Staff Transfer*);
 - (j) an Insolvency Event occurring in respect of the Supplier;
 - (k) not used;
 - (l) a change of Control of the Supplier:
 - (i) the Authority has given its prior written consent to the particular change of Control, which subsequently takes place as proposed; or
 - (ii) the Authority has not served its notice of objection within six (6) months of the later of the date on which the Change of Control took place or the date on which the Authority was given notice of the change of Control;
 - (m) a change of Control of a Sub-contractor unless, within six (6) months of being notified by the Authority that it objects to such change of Control, the Supplier terminates the relevant Sub-contract and replaces it with a comparable Sub-contract which is approved by the Authority pursuant to Schedule 4.3 (*Sub-contractors*);

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

- (n) any failure by the Supplier to enter into or to comply with an Admission Agreement under Part D of Schedule 9.1 (*Staff Transfer*);
- (o) the Authority has become aware that the Supplier should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Agreement;
- (p) the Supplier:
 - (i) commits an irremediable breach of the Admission Agreement; or
 - (ii) commits a breach of the Admission Agreement which, where capable of remedy, it fails to remedy within a reasonable time and in any event within twenty-eight (28) days of the date of a notice giving particulars of the breach and requiring the Supplier to remedy it; or
- (q) a failure by the Supplier to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law;

“Supporting Documentation”	has the meaning given in Schedule 7.1 (<i>Charges and Invoicing</i>);
“TAAR” or “Targeted Anti-Avoidance Rule”	provision(s) in any legislation which seeks to prevent avoidance of any Tax;
“Target Performance Level”	has the meaning given in Schedule 2.2 (<i>Performance Levels</i>);
“Tax”	<ul style="list-style-type: none"> (a) all forms of tax whether direct or indirect; (b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction; (c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and (d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above, <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p>

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

“Tax Revenue”	any Tax, levy or duty due to be collected by the Authority and/or any reimbursement of Tax, levy or duty, correctly paid to the Authority, as a result of a Default by the Supplier;
“Term”	the period commencing on the Effective Date and ending on the expiry of the Initial Term or any Extension Period or on earlier termination of this Agreement;
“Termination Assistance Notice”	has the meaning given in Schedule 8.5 (<i>Exit Management</i>);
“Termination Assistance Period”	has the meaning given in Schedule 8.5 (<i>Exit Management</i>);
“Termination Date”	the date set out in a Termination Notice on which this Agreement (or a part of it as the case may be) is to terminate;
“Termination Notice”	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Agreement on a specified date and setting out the grounds for termination;
“Termination Payment”	has the meaning given to it in Schedule 7.2 (<i>Payments on Termination</i>);
“Termination Services”	has the meaning given to it in Schedule 8.5 (<i>Exit Management</i>);
“Termination Warning Notice”	has the meaning given to it in Clause 33.3 (<i>Termination by the Authority</i>);
“Third Party Contract”	a contract with a third party entered into by the Supplier exclusively for the purpose of delivering the Services;
“Third Party COTS IPR”	Third Party IPRs that: <ul style="list-style-type: none"> (a) the Supplier or relevant third party makes generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the relevant third party or the Supplier save as to price; and (b) has a Non-trivial Customer Base;
“Third Party IPR”	Intellectual Property Rights owned by a third party which are or will be used (or otherwise made available) by the Supplier before or during the Term

OFFICIAL - SENSITIVE - COMMERCIAL

HMRC Standard Goods and Services Model Contract

	for designing, testing implementing or providing the Services;
“Third Party Non-COTS IPR”	Third Party IPRs that are not Third Party COTS IPRs;
“Third Party Provisions”	has the meaning given in Clause 43.1 (<i>Third Party Rights</i>);
“Transferring Authority Employees”	has the meaning given in Schedule 9.1 (<i>Staff Transfer</i>);
“Transferring Equipment”	has the meaning given in Schedule 8.5 (<i>Exit Management</i>);
“Transferring Former Supplier Employees”	has the meaning given in Schedule 9.1 (<i>Staff Transfer</i>);
“Transferring Supplier Employees”	has the meaning given in Schedule 9.1 (<i>Staff Transfer</i>);
“Transparency Reports”	has the meaning given in Paragraph 1.1 of Schedule 8.2 (<i>Reports and Records</i>);
“UK”	the United Kingdom;
“UK GAAP”	the Generally Accepted Accounting Practice in the UK which is the body of accounting standards and other guidance published from time to time by the UK’s Financial Reporting Council;
“UK GDPR”	Regulation of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data being enforced in the EU from 25 May 2018 (repealing Directive 95/46/EC) as enforced in the UK post-EU exit, along with the codes of practice, codes of conduct, regulatory guidance and standard clauses and other related or equivalent domestic legislation, as updated from time to time;
“Unacceptable KPI Failure”	has the meaning given in Schedule 2.2 (<i>Performance Levels</i>);
“Unrecovered Payment”	has the meaning given in Schedule 7.2 (<i>Payments on Termination</i>);
“VAT”	value added tax as provided for in the Value Added Tax Act 1994; and
“Working Day”	any day other than a Saturday, Sunday or public holiday in England and Wales.