

SCHEDULE 1

DEFINITIONS

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

"Acceptance Criteria"	means the criteria for the acceptance of the Services including any such criteria as may be set out in the Detailed Transition Plan;
"Achieve"	means, in respect of a Milestone, the issue of a Milestone Achievement Certificate by the Authority in respect of that Milestone when it is satisfied that the Acceptance Criteria for that Milestone have been fully met in accordance with this Agreement and "Achieved" and "Achievement" shall be construed accordingly;
"Acquired Rights Directive"	means 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;
"Action Plan"	has the meaning given in Clause 15.11B;
"Active Member"	means an individual who is in pensionable service under the Scheme;
"Actual Cost"	means the actual cost properly incurred by the Supplier for delivery of the Service;
"Actual Fee"	means the Target Fee as adjusted for Painshare and/or Gainshare in accordance with paragraph 4 of Schedule 7.1 (Charges and Invoicing);
"Additional Authority Premises"	means the Year 1 Initial Additional Authority Premises, the Year 1 Additional Authority Premises and/or the Years 2 and 3 Additional Authority Premises;
"Additional Property"	means: <ul style="list-style-type: none"> (a) medical equipment required for each assessment room at the Additional Authority Premises, Temporary Premises and/or Permanent Premises in order to conduct Assessments; (b) IT assets whether these are for Additional Authority Premises, Temporary Premises and/or Permanent Premises; and

	<p>(c) fixtures and fittings whether these are for Additional Authority Premises, Temporary Premises and/or Permanent Premises;</p> <p>(d) audio visual (av) equipment required for the training suites, as listed in the embedded spreadsheet at Schedule 15.2 paragraph 2.1</p> <p>(e) teleconferencing equipment required for providing telephony interpretation at Face to Face consultations, as listed in the Additional Property list maintained by the Supplier and available to the Authority upon request;</p>
"Additional Services"	means the Services which are to be provided by the Supplier if required by the Authority in accordance with Clause 5.10 (Additional Services) including, without limitation, the Additional Services referred to in paragraph 13.2 of Part A to Schedule 7.1;
"Admission Agreement"	means a Participation agreement entered into between the Supplier and the Authority which sets out the terms by which the Supplier may participate in the Scheme for the purpose of the Agreement;
"Affected Party"	means the Party seeking to claim relief in respect of a Force Majeure Event;
"Affiliate"	means, in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
"Agreement"	means this agreement between the Authority and the Supplier;
"Allowable Assumptions"	means the assumptions set out in Annex 2 of Schedule 7.1 (Charges and Invoicing);
"Application Requirements Analysis Report"	means a report produced in accordance with paragraph 12.2.1 of Schedule 18 (Information Technology Services);
"Annual Service Level"	means those annual Service Levels in Table 2 of Annex 1 to Schedule 2.2 (Performance Levels);
"Annual Service Credit Cap"	means a sum equal to the Actual Fee for the relevant Year plus 5% of the Actual Cost for the relevant Year;

"Annual Volume Target"	means an annual (or part-year volume target in the case of Service Delivery Year 7) volume target for Completed Assessments set out in Annex 4 of Schedule 6.1 (Mobilisation and Resource Plans);
"Approval"	means the prior written consent of the Authority and "Approve" and "Approved" shall be construed accordingly;
"ASIS IT System"	<p>means the IT system owned by or licensed to the ASIS Provider and used by the Supplier in accordance with this Agreement, described fully in the ASIS Services Agreement and which comprises the following applications:</p> <ul style="list-style-type: none"> (a) SMART; (b) LiMA; (c) LiMA Despatch; (d) MSD; (e) CMS; (f) MSRS; (g) Siebel/VCC; (h) Hub; (i) MSPLA - DWP SecurePortal; (j) MIS Portal; and (k) MSDW (aka MIS) <p>or equivalent functionally replacement services provided by or on behalf of the Authority;</p>
"ASIS Provider"	means the third party provider who has entered into the ASIS Services Agreement with the Authority; and/or if all or part of the ASIS IT System is replaced by services provided by a different third party, reference to "ASIS Provider" shall be reference to that replacement third party or the Authority as appropriate;
"ASIS Services Agreement"	means the agreement between the Authority and the ASIS Provider for the provision of the ASIS Services (an extract from which is set out in Schedule 18

	(Information Technology Services) and a redacted version of which can be found at https://online.contractsfinder.businesslink.gov.uk/Common/View%20Notice.aspx?site=1000&lang=en&noticeid=1442929&fs=true ;
"Assessment"	means a work capability assessment or other assessment as listed in Paragraph 5 of Schedule 2.1 (Service Requirements);
"Assessment Assurance Provider"	means the party appointed by the Authority to undertake independent Assessment Assurance of the quality of the Supplier's Assessments (as further set out in Schedule 2.1 (Service Requirements));
"Assessment Centre" or "AC"	means an assessment centre where ACA staff are based;
"Assessment Centre Administrators" or "ACA"	Assessment Centre Staff whose role involves a variety of tasks ranging from general administration to active participation in session management, ensuring the smooth throughput of claimants to be assessed;
"Assets"	means all assets and rights used by the Supplier to provide the Services in accordance with this Agreement but excluding the Authority Assets;
"Associated Person"	has the meaning given to it in Section 44(4) of the Criminal Finances Act 2017;
"Audit"	means any exercise by the Authority of its Audit Rights pursuant to Clause 12 (Records, Reports, Audit and Open Book Data) and Schedule 7.5 (Transparency, Financial Reports and Audit Rights);
"Audit Agents"	means: <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

	<p>carry out audit or similar review functions; and</p> <p>(f) successors or assigns of any of the above, but excluding the Assessment Assurance Provider;</p>
"Audit Rights"	means the audit and access rights referred to in Schedule 7.5 (Transparency, Financial Reports and Audit Rights);
"Authority Assets"	means the Authority Materials, the Authority infrastructure and any other data, software, assets, equipment or other property owned by and/or licensed or leased to the Authority and which is or may be used in connection with the provision or receipt of the Services;
"Authority Background IPRs"	<p>means:</p> <p>(a) IPRs owned by the Authority before the Effective Date, including IPRs contained in any of the Authority's Know-How, documentation, processes and procedures;</p> <p>(b) IPRs created by the Authority independently of this Agreement; and/or</p> <p>(c) crown copyright which is not available to the Supplier otherwise than under this Agreement,</p> <p>but excluding IPRs owned by the Authority subsisting in the Authority Software;</p>
"Authority Cause"	<p>means any breach by the Authority of any the Authority Responsibilities, except to the extent that such breach is:</p> <p>(a) the result of any act or omission by the Authority to which the Supplier has given its prior consent; or</p> <p>(b) caused by the Supplier, any Sub-contractor or any Supplier Personnel;</p>
"Authority Change Control Teams"	means the people appointed to those positions by the Authority from time to time and notified in writing to the Supplier or, if no person is notified, the Authority Representative(s);

"Authority 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 are:</p> <p>(i) supplied to the Supplier by or on behalf of the Authority; and/or</p> <p>(ii) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement;</p>
"Authority IT Services" or "ASIS Services"	<p>means the information and communications technology services provided by the ASIS Provider to the Authority as described in Annex 3 to Schedule 18 (Information Technology Services); or equivalent functionally replacement services provided by or on behalf of the Authority;</p>
"Authority Materials"	<p>means the Authority Data together with any materials, documentation, information, programs and codes supplied by the Authority to the Supplier, the IPRs in which:</p> <p>(a) are owned or used by or on behalf of the Authority; and</p> <p>(b) are or may be used in connection with the provision or receipt of the Services,</p> <p>but excluding any Project Specific IPRs, Specially Written Software, Supplier Software, Third Party Software and Documentation relating to Supplier Software or Third Party Software;</p>
"Authority's Offshoring Policy"	<p>means the DWP Offshoring Policy – a Guide for Contractors which can be found at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/251307/guide-for-dwp-contractors-offshoring-policy.pdf as updated from time to time;</p>
"Authority Premises"	<p>means premises owned, controlled or occupied by the Authority and/or any Central Government Body which are made (or are to be made) available for use by the Supplier or its Sub-contractors for provision of the Services (or any of them) pursuant to Schedule 15.1</p>

	(Estates), as listed in Appendix 1 to Schedule 15.1 (Estates) such lists updated (where the context requires) as described in paragraph 9.5 and 9.6 of Schedule 15.1 (Estates);
"Authority Property"	means real and tangible property, as referred to in Schedule 15.2 (Assets), where the Authority has an interest and which the Supplier is required to use for the provision of the Services or where the Authority has expressly permitted the Supplier the right to elect to use the property for the provision of the Services;
"Authority Representative"	means the representative appointed by the Authority pursuant to Clauses 11.2 to 11.4 (Representatives);
"Authority Requirements"	means the requirements of the Authority set out in Schedules 2.1 (Service Requirement), 2.2 (Performance Levels), 2.4 (Security Management), 2.5 (Insurance Requirements), 6.1 (Mobilisation and Resource Plans), 8.4 (Records Provisions/Management Information), 8.5 (Exit Management) and 8.6 (Business Continuity and Disaster Recovery) and elsewhere in this Agreement;
"Authority Responsibilities"	means the responsibilities of the Authority specified or referred to as such in Schedule 3 (Authority Responsibilities);
"Authority Software"	means software (excluding the ASIS IT System) which is owned by or licensed to the Authority (other than under or pursuant to this Agreement) and which is or will be used by the Supplier for the purposes of providing the Services;
"Authority System"	means the Authority's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Supplier in connection with this Agreement which is owned by the Authority or licensed to it by a third party including any computing environment made available to the Authority by the ASIS Provider and which interfaces with the Supplier System or which is necessary for the Authority to receive the Services;
"Auto Obligations"	Enrolment means the obligations imposed under Part 1 of the Pensions Act 2008 and the Occupational Pension Schemes (Auto Enrolment) Regulations 2010 (and any successor legislation from time to time);

"Award Fee"	means the financial incentive the Authority shall pay to the Supplier for each additional Completed Assessment over and above the Annual Volume Target as further set out at Paragraph 6 of Part A to Schedule 7.1 (Charges and Invoicing) in respect of either or both of (as the context may require) Paper Based and/or Face to Face , and "Paper-Based Review Award Fee" and "Face to Face Award Fee" shall be construed accordingly;
"Bank Holiday"	means a public holiday when banks in the United Kingdom are closed in the locality in which the Services are provided;
"Balanced Scorecard Report"	has the meaning given in Paragraph 1.3 of Part B of Schedule 2.2 (Performance Levels);
"Baseline Security Requirements"	means the Authority's baseline security requirements, the current copy of which is contained in Annex 1 of Schedule 2.4 (Security Management), as updated from time to time by the Authority and notified to the Supplier;
"BAU Transition Process"	shall have the meaning set out in Schedule 19;
"BCDRP"	means any plan prepared pursuant to Paragraph 2 of Schedule 8.6 (Business Continuity and Disaster Recovery), as may be amended from time to time;
"BCDR Services"	means the business continuity and disaster recovery services set out in Schedule 8.6 (Business Continuity and Disaster Recovery);
"BCM"	means Business Continuity Management as contained in Schedule 8.6 (Business Continuity and Disaster Recover);
"BCM Policy"	means a business continuity management policy;
"BCM Programme Management"	means the management of the BCM programme;
"Best and Final Offer" or "BAFO"	means the Supplier's best and final offer proposal made in response to the ITN submitted on 24 September 2014;
"Bravo"	means the online portal used by the Authority for communications with the Supplier so named;

“Breach of Security”	<p>means the occurrence of:</p> <p>(a) any unauthorised access to or use of the Services, the Authority Premises, the Sites, the Supplier System, the Authority System (to the extent that it is under the control of the Supplier) and/or any IT, information or data (including the Confidential Information and the Authority Data) used by the Authority and/or the Supplier in connection with this Agreement; and/or</p> <p>(b) the loss and/or unauthorised disclosure of and/or unauthorised access to any information or data (including the Confidential Information, Authority Data, Personal Data and any Special Categories of Personal Data), including any copies of such information or data, used by the Authority and/or the Supplier in connection with this Agreement,</p> <p>in either case as more particularly set out in the Security requirements in Schedule 2.1 (Service Requirement) and the Baseline Security Requirements;</p>
"Breakage Costs Payment"	<p>means an amount equal to the Redundancy Costs and the Contract Breakage Costs as at the Termination Date as determined in accordance with Paragraph 3 of Schedule 7.2 (Payments on Termination);</p>
“Business Continuity Plan”	<p>has the meaning given in Paragraph 2.2(a)(ii) of Schedule 8.6 (Business Continuity and Disaster Recovery);</p>
“Business Continuity Services”	<p>has the meaning given in Paragraph 4.2(k) of Schedule 8.6 (Business Continuity and Disaster Recovery);</p>
"Business Support Centre"	<p>means a management unit with management responsibility for a number of Assessment Centres and satellite units;</p>
“Casual Hire Sites”	<p>means those sites listed from time to time in the latest version of Appendix 3 of Schedule 15.1, as split between Group 1 (non DWP sites without formal licences to occupy between the Authority and the relevant landlord), Group 2 (non-DWP sites with formal licences to occupy between the Authority and</p>

	the relevant landlord and Group 3 (Casual Hire Sites within DWP managed estate) as such list of sites may be amended from time to time in accordance with Schedule 8.2.
“Casual Hire Site Services”	means those services set out in Paragraph 10.2 of Schedule 15.1.
“CBS Document”	means the document as more particularly detailed at paragraph 2 of Schedule 7.5 (Transparency, Financial Reports and Audit Rights);
“CBS Element”	means each individual activity, resource, Cost or charge applicable the delivery of the Service as part of the CBS;
“CEDR”	means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
“CGQSF Annual Report”	means the annual report referred to in Schedule 2.1, Part D paragraph 36.4A (viii);
"Central Government Body"	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>(a) Government Department;</p> <p>(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>(c) Non-Ministerial Department; or</p> <p>(d) Executive Agency;</p>
"Change"	means a Contract Change, an Operational Change, or a Service Guidance Change, as the context may require;
“Change Communication”	means any Change Request, Supplier Proposal, Contract Variation or other communication sent or required to be sent pursuant to Schedule 8.2 (Change

	Control Procedure);
"Change Control Log"	means the internal Authority document, which shall be used by the Authority to record key details about each individual Change Request and track progress and approvals;
"Change Control Procedure"	means the procedure for changing this Agreement set out in Schedule 8.2 (Change Control Procedure);
"Change in Law"	means any change in Law which impacts on the performance of the Services which comes into force after the Effective Date;
"Change Request"	means a written request for a Contract Change substantially in the form of Annex 2 of Schedule 8.2 (Change Control Procedure);
"Change Request Form" or "CRF"	means a change request form substantially in the form of Annex 2 of Schedule 8.2 (Change Control Procedure) as appropriate;
"Charges"	means the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 7.1 (Charges and Invoicing), including any Milestone Payment, Service Charges and/or Supplier Premises Charges;
"Claimant Expenses"	has the meaning set out at section 10 of the Service Requirements;
"Claimants"	means any person claiming or having claimed entitlement to the receipt of benefits or other related advantages from the Authority or from any other department, office or agency of any Central Government Body;
"Clearance Target"	means the targets for clearing Assessments as set out in Table 3 of Annex 1 to Schedule 2.2 (Performance Levels);
"Clinical Governance and Quality Standards Framework" or "CGQSF"	means a framework as set out in Schedule 2.1, Annex 8, through which the Supplier is responsible and accountable for continuously improving the quality and consistency of their service via the Healthcare Professionals (HCPs) they employ in compliance with the Clinical Governance Standards;
"Clinical Governance"	means the standards as agreed with the Supplier from

Standards"	time to time;
"Clinical Governance Senior Responsible Officer"	means and the individual of the Supplier Personnel who shall have responsibility for ensuring the effective operation of the System of Clinical Governance;
"Commercially Sensitive Information"	means the information listed in Schedule 4.2 (Commercial Sensitive Information) comprising the information of a commercially sensitive nature relating to the Supplier, its IPRs or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Compensation Payment"	means the payment calculated in accordance with Paragraph 6 of Schedule 7.2 (Payments on Termination);
"Completed Assessment"	means an assessment of a Claimant carried out by the Supplier, deemed to be completed on the latest of: (i) all the necessary evidence gathering activity having been completed, (ii) the assessment report having been completed, and (iii) the complete file having been returned to the Authority by the Supplier or retained by the Supplier pending a quality audit (and "Completed WCA Assessment" shall be construed accordingly);
"Condensed and Accelerated Change"	means any Contract Change which the Parties agree to expedite in accordance with paragraph 7 of Schedule 8.2 (Change Control Procedure);
"Confidential Information"	<p>means:</p> <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (i) the Disclosing Party Group; or (ii) the operations, business, affairs, developments, IPRs, 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

	<p>confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked), including the medical records or Personal Data of any Claimant, which comes (or has come) to the Recipient's attention or into the Recipient's possession in connection with this Agreement;</p> <p>(c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Agreement and all matters arising therefrom; and</p> <p>(d) Information derived from any of the above,</p> <p>but not including any Information which:</p> <p>(i) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;</p> <p>(ii) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;</p> <p>(iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality;</p> <p>(iv) was independently developed without access to the Confidential Information; or</p> <p>(v) relates to the Supplier's:</p> <p>(a) performance under this Agreement (where such Information is not Commercially Sensitive Information); or</p> <p>(b) failure to pay any Sub-contractor as required pursuant to Clause 15.11(a);</p>
"Continuous Improvement	means the Supplier's plan for improving the Services in

Plan"	accordance with Clause 8 (Services Improvement) and Schedule 16 (Continuous Improvement);
"Contract Breakage Costs"	<p>means:</p> <p>(a) the amounts payable by the Supplier to its Key Sub-contractors or other third parties (as applicable) for terminating all relevant Key Sub-contracts or Third Party Contracts (as applicable) as a direct result of the early termination of this Agreement; and</p> <p>(b) for Premises Agreements, such costs pursuant to Paragraph 3.9 and 3.10 of Schedule 7.2 (Payments on Termination);</p>
"Contract Change"	means any change to this Agreement other than an Operational Change;
"Contract Variation"	means a written summary of changes to the wording of this Agreement, which shall be substantially in the form of Annex 4 to Schedule 8.2 (Change Control Procedure), which requires signature by authorised representatives of both Parties and executed under deed/sealed as appropriate before being incorporated in to the Agreement;
"Contract Year"	<p>means:</p> <p>(a) a period of 12 months commencing on the Effective Date; or</p> <p>(b) thereafter a period of 12 months commencing on each anniversary of the Effective Date;</p> <p>provided that the final Contract Year shall end on the expiry or termination of the Term;</p>
"Control"	means 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;
"Cost Breakdown Structure" or CBS"	means a financial and accounting structure with a cost and business process hierarchy which breaks down cost elements according to account codes and cost centres and which enables the Cost MI and financial reports to be

	provided in accordance with the provisions of Schedule 7.5 (Transparency, Financial Reports and Audit Rights);
"Cost Cap"	means Target Price x 125%;
"Cost MI"	means the Open Book Data and all other Costs Management Information which is to be produced, stored and maintained by the Supplier including such information as is to be provided by the Supplier to the Authority under Schedule 7.5 (Transparency, Financial Reports and Audit Rights);
"Costs"	has the meaning given in Schedule 7.1 (Charges and Invoicing);
"Counter Notice"	has the meaning given in Paragraph 7.2 of Schedule 8.3 (Dispute Resolution Procedure);
"Critical Path"	Means the critical path showing the timelines for the project set out in the E-Learning Business Case, a copy of which is set out in Annex 3 of Schedule 2.1;
"Critical Service Level Failure"	has the meaning given in Clause 7 (Performance Levels);
"CRTPA"	means the Contracts (Rights of Third Parties) Act 1999;
"Data Controller"	shall have the same meaning as given in Data Protection Legislation;
"Data Loss Event"	means any event that results, or may result, in unauthorised access to Personal Data and/or Special Categories of Personal Data held by the Supplier under this Agreement, and/or actual potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
"Data Processing"	shall have the same meaning as set out in the Data Protection Legislation;
"Data Processor"	shall have the same meaning as given in Data Protection Legislation;
"Data Protection Impact Assessment"	means an assessment by the Data Controller of the impact of the envisaged processing by the Supplier pursuant to this Agreement on the protection of Personal Data and Special Categories Personal Data;
"Data Protection"	means the GDPR, the LED and any applicable national

Legislation"	implementing Laws as amended from time to time, the DPA , the Criminal Law Enforcement Data Protection Directive 2016/680, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable Law relating to the processing of Personal Data and Special Categories of Personal Data;
"Data Protection Officer"	shall have the same meaning as given in Data Protection Legislation;
"Data Subject"	shall have the same meaning as given in Data Protection Legislation;
"Data Subject Access 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 and Special Categories Personal Data;
"Day Rate"	means the rate for a day, a day being 7.5 hours of service delivery, whether or not such hours are worked consecutively and whether or not they are worked on the same day and which are set out in Annex 1 of Part 3 of Schedule 7.1 (Charges and Invoicing);
"Deductions"	means all Service Credits or any other deduction which is paid or payable to the Authority under this Agreement;
"Default"	<p>means 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> <p>(a) in the case of the Authority, of its employees, servants, agents; or</p> <p>(b) in the case of the Supplier, of its Sub-contractors or any Supplier Personnel,</p> <p>in connection with or in relation to the subject-matter of this Agreement and in respect of which such Party is liable to the other;</p>

"Delay"	<p>means:</p> <p>(a) a delay in the Achievement of a Milestone by its Milestone Date; or</p> <p>(b) a delay in the design, development, testing or implementation of any obligation of the Supplier by the relevant date set out in the Mobilisation Plan;</p>
"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 Agreement;
"Detailed Transition Plan"	has the meaning given in the MSA Transition Agreement;
"Disaster"	means the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part of the Services will be unavailable or which is reasonably anticipated will mean that the Services or a material part of the Services will be unavailable;
"Disaster Recovery Plan"	has the meaning given in Paragraph 2.2(a)(iii) of Schedule 8.6 (Business Continuity and Disaster Recovery);
"Disaster Services" Recovery	means the services embodied in the processes and procedures for restoring the Services following the occurrence of a Disaster;
"Disaster System" Recovery	means the system identified by the Supplier in the Supplier Proposal which shall be used for the purpose of delivering the Disaster Recovery Services;
"Disclosing Party"	has the meaning given in Clause 21.1;
"Disclosing Party Group"	<p>means:</p> <p>(a) where the Disclosing Party is the Supplier, the Supplier and any Affiliates of the Supplier; and</p> <p>(b) where the Disclosing Party is the Authority, the Authority and any Central Government Body with which the Authority or the Supplier interacts in connection with this Agreement;</p>
"Dispute"	means 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"	means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
"Dispute Resolution Procedure"	means the dispute resolution procedure set out in Schedule 8.3 (Dispute Resolution Procedure);
"Diversity and Equality Requirements – Guidance for Contractors"	means the Authority guidance (as may be updated from time to time) which sets out Supplier obligations in relation to equality and diversity in its delivery of its Services, available from the Authority on request;
"Documentation"	<p>means descriptions of the Services and Service Levels, and all such other documentation as:</p> <ul style="list-style-type: none"> (a) is required to be supplied by the Supplier to the Authority under this Agreement; (b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide Services; (c) is required by the Supplier in order to provide the Services; and/or (d) has been or shall be generated for the purpose of providing the Services;
"DPA"	means the Data Protection Act 2018;
"Due Diligence Information"	means any information supplied to the Supplier by or on behalf of the Authority prior to the Effective Date;
"Effective Date"	means the date on which this Agreement is signed by both Parties;
"EIRs"	means the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issues by the Information Commissioner or any Central

	Government Body in relation to such Regulations;
"E-Learning Business Case"	means the final version of the e-learning business case dated 26 February 2019 which was provided to the Authority on 27 February 2019 and approved by the Authority on 1 April 2019, as amended by the Supplier on 7 June 2019 reflecting agreements reached with the Authority;
"E-Learning Obligations"	means the Milestones of each Party to review and/or approve or deliver (as applicable) a Deliverable relating to the project defined in the E-Learning Business Case;
"Eligible Employee"	means any Fair Deal Employee who at the relevant time is an eligible employee as defined in the Admission Agreement;
"Emergency Exit"	means any termination of this Agreement which is a: <ul style="list-style-type: none"> (a) termination of this Agreement in whole or part in accordance with Clause 33 (Termination Rights), except where the period of notice given under that Clause is greater than or equal to six (6) months; (b) termination of the provision of the Services for any reason prior to the expiry of any period of notice of termination served pursuant to Clause 33 (Termination Rights); or (c) wrongful termination or repudiation of this Agreement by either Party;
"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, 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: <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;

	<p>(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;</p> <p>(d) compensation for less favourable treatment of part-time workers or fixed term employees;</p> <p>(e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;</p> <p>(f) employment claims whether in tort, contract or statute or otherwise; or</p> <p>(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;</p>
"Employment Regulations"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive;
"Estates Model"	means the excel spreadsheets set out in Annex 5 of Schedule 7.1 (Charges and Invoicing) which provide details of the Permanent Rooms sourced during Service Delivery Year 1 which are subject to the Supplier Premises TCIF Mechanism, together with the Year 1 Supplier Premises Target Costs and the Year 1 Supplier Premises Fee per month;
"Estateshare"	means the mechanism incorporated in paragraphs 14.7 to 14.12 of Schedule 7.1 (Charges and Invoicing) of the Pre-Variation Agreement by the First Estate Contract Change pursuant to which the Parties would share any underspend between target costs and the actual costs for the Supplier Premises equally (50/50%), as amended by the Second Estate Contract Change to apply to Service Delivery Year 1 only;
"EU References"	has the meaning given in Clause 1.1(e);
"European Economic Area"	means the member states of the European Union member states , Iceland, Liechtenstein and Norway;

“Exceptional Audit”	has the meaning given in Paragraph 6.1 of Part C (Audit Rights) of Schedule 7.5 (Transparency, Financial Reports and Audit Rights);
“Exclusive Assets”	means those Assets used by the Supplier or a Key Sub-contractor which are used exclusively in the provision of the Services;
“Exit Day”	shall have the meaning in the European Union (Withdrawal) Act 2018;
“Exit Information”	has the meaning given in Paragraph 3.1 of Schedule 8.5 (Exit Management);
"Exit Management"	means the 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 (Exit Management);
“Exit Manager”	means the person appointed by each Party pursuant to Paragraph 2.3 for managing the Parties' respective obligations under Schedule 8.5 (Exit Management);
"Exit Plan"	means the plan produced and updated by the Supplier during the Term in accordance with Paragraph 4 of Schedule 8.5 (Exit Management);
"Exiting Supplier"	means the supplier, immediately prior to the Effective Date, of services which are the same as or substantially similar to the Services (or any part of the Services);
"Expedited Timetable"	Dispute means the reduced timetable for the resolution of Disputes set out in Paragraph 3 of Schedule 8.3 (Dispute Resolution Procedure);
"Expert"	means in relation to a Dispute, a person appointed in accordance with Paragraph 6.2 of Schedule 8.3 (Dispute Resolution Procedure) to act as an expert in relation to that Dispute;
"Expert Determination"	means the process described in Paragraph 6 of Schedule 8.3 (Dispute Resolution Procedure);
"Extension Period"	means each period that that the Term is extended pursuant to Clauses 4.2 and 4.3 (Term);

"Extra Cost"	has the meaning set out at Paragraph 4.5 of Part A to Schedule 7.1 (Charges and Invoicing);
"Face to Face Annual Volume Target"	means the target set out in Annex 4 of Schedule 6.1 (Mobilisation and Resource Plans);
"Face to Face consultation", "Face to Face Review" and "F2F"	each mean a Face to Face engagement between the Claimant and the Supplier's Healthcare Professional to support the advice and assessment process;
"Face to Face Monthly Volume Target"	means the target set out in Annex 4 of Schedule 6.1 (Mobilisation and Resource Plans);
"Fair Deal Employee"	means: any Transferring Authority Employee entitled to protection under New Fair Deal; and any Transferring Supplier Employee or Transferring Former Supplier Employee entitled to the protection of New Fair Deal. This expressly includes the employees listed in Sub-Schedule 2 of Schedule N to the MSA Transition Agreement;
"Fair Deal Employee Costs"	means the costs of any pension costs or liabilities associated with the membership of the Fair Deal Employees in the Schemes as borne by the Supplier;
"Feasibility Assessment"	means a report containing the information required by Paragraph 12.1 of Schedule 18 (Information Technology Services);
"Financial Ratios"	means each financial ratio as specified in Annex 2 of Schedule 7.4 (Financial Distress);
"Financial Reports"	has the meaning given in Part B of Schedule 7.5 (Transparency, Financial Reports and Audit Rights);
"Financial Transparency Objectives"	has the meaning given in Paragraph 1 of Part A of Schedule 7.5 (Transparency, Financial Reports and Audit Rights);
"First Estate Contract Change (First ECC)"	means the Contract Variation CV076;
"First ECC Effective Date"	means 7th August 2015;

"FOIA"	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant Central Government Body in relation to such Act;
"Force Majeure Event"	means 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"	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;
"Former Supplier"	means a supplier supplying services to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);
"FTE"	means full time equivalent;
"Gainshare"	<p>means the aspect of the Incentivisation mechanism described in paragraph 4 of Schedule 7.1 (Charge and Invoicing) by which the Supplier and Authority shall share benefit of any cost efficiencies achieved by the Supplier (i.e. the difference between the Actual Cost and the Target Cost where the Actual Cost falls below the Target Cost):</p> <p>(a) 80/20 in Service Delivery Year 1 (where 80% is for the Authority);</p> <p>(b) 50/50 in Service Delivery Years 2,3,4 and 5; and</p> <p>(c) as set out in the table at paragraph 2 of Annex 1 (Part</p>

	2) of Schedule 7.1 (Charges and Invoicing) in Service Delivery Year 6 to Service Delivery Year 9 (inclusive);
"GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018;
"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"	means at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like the Authority, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;
"GovCertUK"	means the Computer Emergency Response Team for UK Government;
"Guarantee"	means the deed of guarantee in favour of the Authority entered into by the Guarantor on or about the date of this Agreement (which is in the form set out in Schedule 10 (Guarantee)), or any guarantee acceptable to the Authority that replaces or updates it from time to time (including without limitation the New Guarantee);
"Guarantor"	means Maximus Inc, a company incorporated under the laws of the Commonwealth of Virginia, USA, registered in United States of America whose principal office is at 1890 Metro Center Drive, Reston, Virginia 20190 USA;
"HDAS Delivery Board"	means the body described in Paragraph 6 of Schedule 8.1 (Governance);
"Health and Safety Policy"	means the health and safety policy of the Authority or other Central Government Body provided to the Supplier from time to time except any provision of any such provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law

	regarding health and safety;
"HMG IA Standards"	means those standards owned jointly by Cabinet Office and CESG and which provide binding policy on Information Assurance in support of the HMG Security Policy Framework;
"HMRC"	means HM Revenue & Customs;
"In Scope Supplier Premises"	<p>for Service Delivery Year 2 to Service Delivery Year 9 (inclusive) means:</p> <ul style="list-style-type: none"> (a) Permanent Premises in respect of which Premises Agreements were signed during Service Delivery Year 1, as set out in Appendix 2 Supplier Premises Service Delivery Year 1 of Schedule 15.1 (Estates); (b) Permanent Premises in respect of which Premises Agreements were or are to be signed during Service Delivery Years 2 to Service Delivery Year 9 (inclusive) , as set out in Paragraph 9.9 of Schedule 15.1 (Estates); (c) Permanent Premises in respect of which the Supplier has sought and the Authority has provided written business case approval in accordance with paragraph 11 of Schedule 15.1 (Estates); and (d) Permanent Premises which are renewals of existing Premises Agreements or replace Permanent Premises under limbs (a), (b) or (c) above during the Term and in respect of which written business case approval has been given by the Authority;
"Incentivisation"	means the mechanism by which the Supplier and the Authority share the burden or the benefit of the difference between the Target Cost and the Actual Cost as set out in Schedule 7.1 (Charges and Invoicing);
"Incentivisation Percentage"	means the percentage apportionment of Painshare and Gainshare to be applied between the Supplier and the Authority, as set out in the definitions of Painshare and Gainshare respectively and "Supplier's Incentivisation Percentage" shall be construed accordingly;

"Indemnified Person"	means 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"	means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);
"Information Commissioner"	shall have the same meaning as given in Data Protection Legislation;
"Information Commissioner's Office"	is an executive non-departmental public body, sponsored by the Department for Digital, Culture, Media and Sport and any successor body as may be appointed;
"Initial Authority Premises"	means the Authority Premises listed in Part 1 (Initial Authority Premises) of Appendix 1 (Authority Premises) to Schedule 15.1 (Estates);
"Initial Property"	means the property (other than real property) issued or made available to the Supplier by the Authority in connection with this Agreement, including the items listed in the embedded document in Paragraph 2.1 of Schedule 15.2 (Assets) (which list is not exhaustive);
"Initial Term"	means the period from the Effective Date to the date that is three (3) Contract Years from and including the Operational Service Commencement Date;
"Insolvency Event"	means: <ul style="list-style-type: none"> (a) the other Party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or: <ul style="list-style-type: none"> (i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section

	<p>222 of the Insolvency Act 1986;</p> <ul style="list-style-type: none"> (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 Part 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 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: <ul style="list-style-type: none"> (i) a petition is presented (which is not dismissed within 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 intention to appoint an administrator is filed at Court or given or if an administrator is appointed,
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	<p>over the other Party;</p> <p>(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</p> <p>(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</p> <p>(g) any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
"Insurances"	means the policy or policies of insurance that the Supplier is required to have in effect during the Term as detailed in Annex 1 of Schedule 2.5 (Insurance Requirements);
"Intellectual Property Rights" or "IPRs"	<p>means:</p> <p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
"Intervention Cause"	has the meaning given in Clause 29.1(b);
"Intervention Notice"	has the meaning given in Clause 29.1(b);
"Intervention Period"	has the meaning given in Clause 29.2(c);

"Intervention Trigger Event"	<p>means:</p> <p>(a) any event falling within limb (a), (b), (c), (e), (f) or (g) of the definition of a Supplier Termination Event;</p> <p>(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; or</p> <p>(c) the occurrence of a Critical Service Level Failure or a Severe Service Level Failure;</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 Authority Software by or on behalf of the Supplier, in either case in combination with any item not supplied or recommended by the Supplier pursuant to this Agreement or for a purpose not reasonably to be inferred from the Service Requirement or the provisions of this Agreement;</p>
"ISMS"	<p>means the information security management system and processes developed by the Supplier in accordance with Paragraph 3 of Schedule 2.4 (Security Management) as updated from time to time in accordance with Schedule 2.4 (Security Management);</p>
"IT"	<p>means information and communications technology;</p>
"IT Environment"	<p>means the Authority System and the Supplier System;</p>
"ITN" or "Invitation to Negotiate"	<p>has the meaning given in Recital E to this Agreement;</p>
"Key Personnel"	<p>means those persons appointed by the Supplier to fulfil the Key Roles, being the persons listed in Schedule 9.2 (Key Personnel) against each Key Role as at the Effective Date or as amended from time to time in accordance with Clauses 14.5 and 14.6 (Key Personnel);</p>
"Key Roles"	<p>means a role described as a Key Role in Schedule 9.2 (Key Personnel) and any additional roles added from time to time in accordance with Clause 14.4 (Key</p>

	Personnel);
"Key Sub-contract"	means each sub-contract with a Key Sub-contractor;
"Key Sub-contractor"	<p>means any Sub-contractor:</p> <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) 10% of the aggregate Charges forecast to be payable under this Agreement; and/or (c) with a sub-contract in respect of delivery of at least 5% of the Completed Assessments planned in any Contract Year (as specified in Schedule 2.1 (Service Requirement));
"Know-How"	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the Services but excluding know how already in the other Party's possession before this Agreement;
"Landed Resources"	means when the Supplier or any Sub-contractor causes foreign nationals to be brought to the United Kingdom, to provide the Services;
"Law"	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
"LED"	means the Law Enforcement Directive (Directive (EU) 2016/680);
"Licensed Software"	means all and any Software licensed by or through the Supplier, its Sub-contractors or any third party to the Authority for the purposes of or pursuant to this Agreement, including any Supplier Software, Third Party Software and/or any Specially Written Software;
"Losses"	means 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;
"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;
"Management Information"	means the management information specified in Schedule 2.2 (Performance Levels), Schedule 7.1 (Charges and Invoicing), Schedule 8.4 (Records Provisions/Management Information) and Schedule 8.1 (Governance) to be provided by the Supplier to the Authority;
"Material Service Level Failure"	has the meaning given in Clause 7 (Performance Levels);
"Maximum Cost"	means in relation to Target Set-up Costs, an amount that is a fixed percentage above the Target Set-up Cost, as more particularly set out in Part 1 of Annex 1 of Schedule 7.1 (Charges and Invoicing);
"Measurement Period"	<p>means in relation to a Service Level or Subsidiary Service Level:</p> <p>(a) in Service Delivery Year 1 to Service Delivery Year 6 (inclusive) the period over which the Supplier's performance is measured (for example, a Service Period if measured Monthly or a 12 Month period if measured annually);</p> <p>(b) in Service Delivery Year 7 the period over which the Supplier's performance is measured (for example, a Service Period if measured Monthly or a period equal to Service Delivery Year 7 if measured annually); and</p> <p>(c) in Service Delivery Year 8 to Service Delivery Year 9 (inclusive) the period over which the Supplier's performance is measured (for example, a Service Period if measured Monthly or a 12 Month period if measured annually);</p>

"Mediation Notice"	has the meaning given in Paragraph 4.2 of Schedule 8.3 (Dispute Resolution Procedure);
"Mediator"	means the independent third party appointed in accordance with Paragraph 5.2 of Schedule 8.3 (Dispute Resolution Procedure) to mediate a Dispute;
"Mental Function Champions"	means specialist mental function champions who are qualified clinicians with at least three Years post-registration experience, in addition to postgraduate clinical qualifications and/or experience in psychiatric practice. Their role is to promote best practice and advise health care professionals when carrying out an assessment of a person with a mental health condition;
"Milestone"	means an event or task described in a plan to be agreed between the Parties from time to time which, if applicable, shall be completed by the relevant Milestone Date;
"Milestone Achievement Certificate"	means the certificate to be granted by the Authority when the Supplier has Achieved a Milestone, which shall be in substantially the form agreed between the Parties;
"Milestone Date"	means the target date set out against the relevant Milestone by which the Milestone must be Achieved;
"Milestone Payment"	means a payment identified in Schedule 7.1 (Charges and Invoicing) to be made following the issue of a Milestone Achievement Certificate;
"Mobilisation Actions"	has the meaning given to it in Schedule 6.1 (Mobilisation and Resource Plans);
"Mobilisation Period"	means the period from the Effective Date until the Operational Services Commencement Date;
"Mobilisation Plan"	means a plan as described further in Schedule 6.1 (Mobilisation and Resource Plans);
"Month"	means a calendar month and "Monthly" shall be interpreted accordingly;
"Monthly Service Credit Cap"	means a sum equal to the Actual Fee for the relevant month plus 5% of the Actual Cost for the relevant month;

"Monthly Service Level"	means the Monthly Service Levels set out in Table 2 of Annex 1 to Schedule 2.2 (Performance Levels);
"MRM Evidence"	means any evidence that is to be provided by the Supplier in written form to demonstrate to the Authority that a salary increase is necessary in response to the Market Rate Movement. Such evidence may include, but is not limited to, any of (i) copies of those adverts placed by any third party (or evidence of direct approaches by such third parties to an HCP) resulting in the Market Rate Movement to which the Supplier is responding, (ii) evidence of HCPs terminating their engagement with the Supplier as a result of the Market Rate Movement, (iii) exit interviews of out-going HCPs, and/or (iv) evidence that the Supplier is unable to recruit new HCPs and that such failure is as a result of the Market Rate Movement.
"MSA Transition Agreement"	means the agreement entered into by the Authority, the Exiting Supplier and the Supplier on or around the Effective Date, substantially in the form of the draft set out in Schedule 17 (MSA Transition Agreement);
"Multi-Party Dispute"	means a Dispute which involves the Parties and one or more Related Third Parties;
"Multi-Party Dispute Representatives"	has the meaning given in Paragraph 9.6 of Schedule 8.3 (Dispute Resolution Procedure);
"Multi-Party Dispute Resolution Board"	has the meaning given in Paragraph 9.6 of Schedule 8.3 (Dispute Resolution Procedure);
"Multi-Party Dispute Resolution Procedure"	has the meaning given in Paragraph 9.1 of Schedule 8.3 (Dispute Resolution Procedure);
"Multi-Party Procedure Initiation Notice"	has the meaning given in Paragraph 9.2 of Schedule 8.3 (Dispute Resolution Procedure);
"National Archives' Records Management Code"	means the National Archives records management code as further set out at http://www.nationalarchives.gov.uk/information-management/manage-information/planning/records-management-code/ (as may be amended from time to time);
"National Low Volume Methodology"	means the calculation agreed by the Parties to establish a minimum WCA HoW requirement of outstanding WCA Referrals as set out in Annex 2 of

	Schedule 2.2;
“National Volume Service Level”	means Service Level number SC4a(i) or SC4a(ii) in respect of Service Delivery Year 1, and SC4a thereafter, and any other Service Level designated as such in writing by the Authority pursuant to this Agreement and also denoted by Monthly (A) in Table 2 of Schedule 2.2 (Performance Levels);
“Net Book Value”	means the net book value of the relevant Asset(s) calculated in accordance with the depreciation policy of the Supplier set out in the letter in the agreed form from the Supplier to the Authority of the same date as this Agreement;
“New Fair Deal”	means the revised Fair Deal position set out in the HM Treasury guidance: “Fair Deal for staff pensions: staff transfer from central government” issued in October 2013;
"New Guarantee"	means a guarantee to be entered into by the Guarantor in accordance with Clause 4.7 substantially in the form set out at Schedule 10 (Part [C]);
"New Releases"	means an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
“Non-Exclusive Assets”	means those Assets (if any) which are used by the Supplier or a Key Sub-contractor in connection with the Services but which are also used by the Supplier or Key Sub-contractor for other purposes of material value;
"Non-trivial Customer Base"	means a significant customer base with respect to the date of first release and the relevant market but excluding Affiliates and other entities related to the licensor;
"Notifiable Default"	has the meaning given in Clause 27.1 (Rectification Plan Process) and Clause 5.7 (Supplier Covenants);
“Notified Sub-contractor”	means a Sub-contractor identified in Annex 1 to Schedule 9.1 (Staff Transfer) to whom Transferring Authority Employees and/or Transferring Former Supplier Employees will transfer on a Relevant

	Transfer Date;
"Object Code"	means software and/or data in machine-readable, compiled object code form;
"Occasion of Tax Non-Compliance"	<p>means:</p> <ul style="list-style-type: none"> (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: <ul style="list-style-type: none"> (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;
"Open Book Data"	<p>means complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Term, constructed in accordance with the CBS, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> (a) the Supplier's costs broken down by each element necessary to provide the Services, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware and software; (b) the Supplier's costs broken down for each

	<p>separate business process with clear alignment to the CBS and the Parties will, acting reasonably, agree on the level of specificity required in the description of the Supplier's costs;</p> <p>(c) operating expenditure relating to the provision of the Services including an analysis showing:</p> <ul style="list-style-type: none"> (i) the unit costs and quantity of consumables and bought-in services; (ii) manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of agreed rates against each manpower grade; (iii) a list of costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier profit margin; and (iv) Reimbursable Expenses; <p>(d) overheads;</p> <p>(e) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services;</p> <p>(f) the Supplier profit margin achieved over the Term and on an annual basis;</p> <p>(g) confirmation that all methods of cost apportionment and overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</p> <p>(h) an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency; and</p> <p>the actual costs profile for each Service Period;</p>
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"Open Source Software"	means computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPRs in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;
"Operating Environment"	means the Authority System and the Sites;
"Operational Change"	means any change which does not require or result in any actual amendment or addition to this Agreement and for which there is no additional cost to the Authority but which nonetheless needs to be jointly agreed between the Authority and the Supplier and may include low level operational process changes; for example (but without limitation) the Supplier may wish to trial a new process as part of its continuous improvement offering, prior to considering wider roll-out across this Agreement at nil cost to the Authority;
"Operational Service Commencement Date"	means in relation to the Operational Services, the later of: (a) 1 March 2015; and (b) the date by when all Business Readiness Criteria as set out in paragraph 1.8 of Schedule 6.1 (Mobilisation and Resource Plans) have been achieved;
"Operational Services"	means those elements of the Services described in Schedule 2.1 (Service Requirements);
"Ordinary Exit"	means any termination of this Agreement which occurs: (a) pursuant to Clause 33 (Termination Rights) where the period of notice given by the Party serving notice to terminate pursuant to such Clause is greater than or equal to 6 Months; or (b) as a result of the expiry of the Initial Term or any Extension Period;
"Original Premises Lists"	means: the list of Initial Authority Premises which was agreed at the Effective Date; and

	the list of Year 1 Initial Additional Authority Premises which was agreed at the First ECC Effective Date;
"Other Supplier"	means any supplier to the Authority (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware;
"Painshare"	means the aspect of the Incentivisation mechanism described in paragraph 4 of Schedule 7.1 (Charges and Invoicing) by which the Supplier and Authority shall share the burden of any Extra Costs incurred by the Supplier in the delivery of the Services above the Target Cost, being 80/20 Authority-Supplier in Service Delivery Year 1, 50/50 Authority-Supplier in Service Delivery Years 2 and 3 and 4 and 5 and 6 and Service Delivery Years 7 to 9 (inclusive);
"Paper-Based consultation"	means a paper based engagement between the Clamant and the Supplier Healthcare Professional to support the advice and assessment process;
"Paper-Based Review Annual Volume Target"	means the target set out in Annex 4 of Schedule 6.1 (Mobilisation and Resource Plans);
"Paper-Based Review Monthly Volume Target"	means the target set out in Annex 4 of Schedule 6.1 (Mobilisation and Resource Plans);
"Partial Termination"	means 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 Clauses 33.2(b) (Termination by the Authority) or 33.3(b) (Termination by the Supplier);
"Participation Body"	means a body admitted to membership of the Scheme for the purposes of the Agreement;
"Parties" and "Party"	have the meanings respectively set out on page 1 of this Agreement;
"Pass-through Costs"	means the following costs, which the Authority will reimburse the Supplier without profit margin or mark-up: <ul style="list-style-type: none"> a) General Medical Council (GMC) Fees; b) Further Evidence, provided that such further evidence (i) has been requested by the

	<p>Supplier, (ii) attracts a cost, and (iii) is authorised by the Authority. Any related costs, such as administration, shall not be Pass-through Costs and should be included in the Target Cost;</p> <p>c) Estate costs in respect of the following premises:</p> <ul style="list-style-type: none"> • Supplier Programme Management Office Costs as agreed with the Authority for Sites in London and Leeds only; • Authority Premises at Argyle House Edinburgh; <p>d) Redundancy Costs;</p> <p>e) Medical equipment provided by the Supplier for Additional Authority Premises;</p> <p>f) Pre-paid envelope requirements;</p> <p>g) Claimant Expenses; cost elements as follows; i) all expense claim amounts paid to Claimants, as per Schedule 2.1 Claimant Expenses, ii) letter and postage costs for issuing a payment by cheque or notification of a BACS payment, iii) bank charges incurred for the issue of a cheque or BACS transfer in relation to an expense claim payment;</p> <p>h) Psychiatrist reports provided pursuant to Paragraph 30.2 of Schedule 2.1;</p> <p>i) Repair, replacement (either through wear and tear or breakage) and service maintenance costs for audio visual (av) equipment at those training Sites listed in the embedded spreadsheet at Schedule 15.2, paragraph 2.1;</p> <p>j) Test and Learn Activity exceptional costs pursuant to paragraph 6.5A of Schedule 2.1;</p> <p>k) Teleconferencing equipment for the purposes of providing telephony interpretation at Face to Face consultations;</p> <p>l) Payment for an external review of clinical guidance: a one-off flat fee, paid to a clinician</p>
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	<p>who is undertaking an external review of clinical training material or clinical guidance, and the need for the external review has been agreed by Authority clinicians;</p> <p>m) Ad-hoc costs agreed as being appropriate as Pass-through Costs by the Parties through the formal controlled correspondence process;</p> <p>n) E-learning: tablets, including Software, keyboards and headsets; annual maintenance costs and support costs for IT equipment, annual software licencing costs related to e-learning provision;</p> <p>o) Payment of additional overtime and associated costs (including, without limitation, travel and subsistence) for the provision of out of hours support in accordance with paragraph 9.1 of Schedule 18;</p>
"Payment Model as at the Effective Date"	means the excel spreadsheet set out in Annex 4 of Schedule 7.1 (Charges and Invoicing) as updated by the parties from time to time which models the TCIF Mechanism, provided always that in the event of any conflict between this spreadsheet and any other provision of this Agreement as to payment, such other provision shall prevail;
"Payment Model Template"	means the template excel spreadsheet which will be used where an update to the costs and charges is required either as part of the monthly reporting or as consequence of a change request; such template shall be (the first time it is used) the same as the Payment Model as at the Effective Date but shall then be saved as a different version when used on a monthly basis as described herein, (and the Payment Model as at the Effective Date shall remain as in Annex 4 of Schedule 7.1 (Charges and Invoicing));
"Pension Protection Requirements"	means the obligations imposed under section 257 and section 258 of the Pensions Act 2004 and the Transfer of Employment (Pension Protection) Regulations 2005 (or any successor legislation from time to time);
"Performance Indicator"	means a performance indicator as set out in Part of Annex 1 of Schedule 2.1;

"Performance Levels"	means the Service Levels and the Subsidiary Service Levels;
"Performance Monitoring Report"	has the meaning given in Schedule 2.2 (Performance Levels);
"Permanent Premises"	means the rooms and/or other premises sourced by the Supplier in accordance with Schedule 15.1 (Estates) for the purposes of carrying out Assessments;
"Permanent Premises Property Agreements"	means the leases and/or licences for Assessment Centres for Permanent Premises;
"Personal Data"	shall have the same meaning as given in Data Protection Legislation;
"Personal Data Breach"	shall have the same meaning as given in Data Protection Legislation;
"Post-Payment Validation"	has the meaning set out at Paragraph 1.19 of Part C to Schedule 7.1 (Charges and Invoicing);
"PQQ"	has the meaning given in Recital C of this Agreement;
"Preliminary Prescribed Particulars"	has the meaning given to it in the MSA Transition Agreement;
"Premises Agreements"	means the leases and/or licences for Assessment Centres for Permanent Premises and/or Temporary Premises;
"Pre-Payment Validation"	has the meaning set out at Paragraph 1.8 of Part C to Schedule 7.1 (Charges and Invoicing);
"Pricing Structure"	means the Authority developed spreadsheet populated at BAFO by the Supplier with its prices and costs, as may be amended by the Parties from time to time in accordance with the Change Control Procedure and/or the Allowable Assumption provisions;
"Prime Agreement"	means the agreement between the Authority and the Prime Contractor for the management of the property portfolio vested in the Authority;
"Prime Contractor"	means the third party contractor who is party to the Prime Agreement;

"Process"	has the meaning given to it under the DPA and "Processed" and "Processing" shall be construed accordingly;
"Prohibited Act"	<p>means:</p> <ul style="list-style-type: none"> (a) to directly or indirectly offer, promise or give any person working for or engaged by the 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 (c) above if such activity, practice or conduct had been carried out in the UK;
"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 Agreement 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

	<p>under this Agreement;</p> <p>but shall not include the Supplier Background IPRs or the Specially Written Software;</p>
"Property"	means the Initial Property, Additional Property and any replacements;
"Protective Measures"	<p>means appropriate technical and organisational measures (which are within the control of the Supplier and, where such measures are not within the control of the Supplier, it will co-operate with the Authority and the ASIS Provider to implement such measures) which shall be sufficient to secure that the Data Processor will meet the requirements of GDPR and ensure the protection rights of the Data Subject and may include (without limitation):</p> <ul style="list-style-type: none"> • Pseudonymisation and encrypting Personal Data and Special Categories Personal Data; • ensuring on-going confidentiality, integrity, availability and resilience of systems and services used for data processing; • measures to restore the availability and access to Personal Data and Special Categories Personal Data in a timely manner in the event of a physical or technical incident • ensuring that availability of and access to Personal Data and Special Categories 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;
"Pseudonymisation"	shall have the same meaning as given in Data Protection Legislation;
"Quarter"	means the first three Service Periods and each subsequent three Service Periods (save that the final Quarter shall end on the date of termination or expiry of this Agreement);
"Quarterly Service Credit Cap"	means a sum equal to the Actual Fee for the relevant three (3) Month period plus 5% of the Target Cost for

	the relevant Quarter;
" Readiness Milestones"	means the readiness Milestones as set out in Paragraph 1.2 of Schedule 6.1 (Mobilisation and Resource Plans);
"Recipient"	has the meaning given in Clause 21.1 (Confidentiality);
"Records"	has the meaning given in Schedule 8.4 (Records Provisions/Management Information);
"Recruitment Plan"	means a plan for the recruitment of healthcare professionals as set out in Annex 5 of Schedule 6.1 (Mobilisation and Resource Plans);
"Rectification Plan"	means a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default;
"Rectification Plan Failure"	<p>means:</p> <ul style="list-style-type: none"> (a) the Supplier failing to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in Clauses 27.4 (Submission of the draft Rectification Plan) or 27.8 (Agreement of the Rectification Plan); (b) the Authority, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Supplier pursuant to Clause 27.7 (Agreement of the Rectification Plan); (c) the Supplier failing to rectify a material Default within the later of: <ul style="list-style-type: none"> (i) 30 Working Days of a notification made pursuant to Clause 27.2 (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) a Material Service Level Failure re-occurring in respect of the same Service Level for the same (or substantially the same) root cause in any of the three (3) Measurement Periods subsequent to the Measurement Period in which the initial

		Material Service Level Failure occurred; and/or (e) following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of 6 months for the same (or substantially the same) root cause as that of the original Notifiable Default;
"Rectification Process"	Plan	means the process set out in Clauses 27.4 (Submission of the Rectification Plan) to 27.9 (Agreement of the Rectification Plan);
"Redundancy Costs"		means the total sum of any of the following sums paid to Applicable Supplier Personnel, each amount apportioned between the Supplier and the Authority based on the time spent by such employee on the Services as a proportion of the total Service duration: (a) any statutory redundancy payment; and (b) in respect of an employee who was a Transferring Former Supplier Employee or a Transferring Authority Employee, any contractual redundancy payment (or where such a contractual benefit on redundancy is a benefit payable from a pension scheme, the increase in cost to the Supplier as a net present value compared to the benefit payable on termination of employment without redundancy), provided that such employee was entitled to such contractual redundancy payment immediately prior to his or her transfer to the Supplier under the Employment Regulations;
"Regional Volume Service Level"		means Service Level number SC4b and any other Service Level designated as such in writing by the Authority pursuant to this Agreement;
"Registered Practitioner"	Medical	means a medical practitioner practising in the UK and registered on the principal list of the General Medical Council;
"Registers"		means the register and configuration database referred to in Paragraphs 2.1(a) and 2.1(b) of Schedule 8.5 (Exit Management);
"Related Service Provider"		means any person who provides services to the Authority in relation to this Agreement from time to time

	which persons include as at the Effective Date the ASIS Provider and/or the Exiting Supplier (which may continue to provide relevant services for a period of time after the Effective Date);
"Related Third Party"	means a party to: <ul style="list-style-type: none"> (a) another contract with the Authority or the Supplier which is relevant to this Agreement; or (b) a Sub-contract;
"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 Authority or a third party in the fulfilment of the Supplier's obligations under this Agreement including IPRs in the Specially Written Software, the Supplier Non-COTS Software, the Supplier Non-COTS Background IPRs, the Third Party Non-COTS Software and the Third Party Non-COTS IPRs but excluding any IPRs in the Authority Software, the Authority Background IPRs, the ASIS IT System, the Supplier COTS Software, the Supplier COTS Background IPRs, the Third Party COTS Software and/or the Third Party COTS IPRs;
"Relevant Requirements"	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
"Relevant Transfer"	means a transfer of employment to which the Employment Regulations applies;
"Relevant Transfer Date"	means in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place;
"Relief Notice"	has the meaning given in Clause 31.2 (Authority Cause);
"Remedial Adviser"	means the person appointed pursuant to Clause 29.2 (Remedial Adviser);
"Remedial Adviser Failure"	has the meaning given in Clause 29.6 (Remedial Adviser);
"Replacement Services"	means 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 Sub-contractor"	means a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
"Replacement Supplier(s)"	means any third party service provider, or where there are to be more than one, providers of Replacement Services appointed by the Authority from time to time (or where the Authority is providing Replacement Services for its own account and/or in conjunction with other third party suppliers, the Authority and/or other providers);
"Request for Estimate"	means a written request sent by the Authority to the Supplier, requiring that the Supplier provide it with an accurate estimate of the Termination Payment that would be payable if the Authority exercised its right under Clause 33.1(a) (Termination by the Authority) to terminate this Agreement for convenience on a specified Termination Date;
"Request For Information"	means a Request for Information under the FOIA or the EIRs;
"Required Action"	has the meaning given in Clause 30.1(a) (Step-In Rights);
"Resource Plan"	(also known as Resource Report) means a plan as described further in Schedule 6.1 (Mobilisation and Resource Plans);
"Restricted Countries"	has the meaning given in Clause 23.3 (Protection of Personal Data);
"Risk Case"	means a case where an assessment has been completed by a HCP where the assessment is substantially impacted by Regulation 29 and/or Regulation 35 guidance;
"Risk Review Period"	means 11th January 2016 to 31st March 2016 inclusive;

"Scheme"	means the Principal Civil Service Pension Scheme available to employees of the civil service and employees of bodies under the Superannuation Act 1972, as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; and the 2015 New Scheme (with effect from a date to be notified to the Supplier by the Minister for the Cabinet Office);
"SDY6/7 Productivity Data"	has the meaning attributed to it in 6.5A 6) of Schedule 2.1 (Service Requirement);
"Second Estate Contract Change (Second ECC)"	means Contract Variation CV178;
"Second Estates Contract Change Effective Date"	means 19 April 2016;
"Secondment Order"	means an order form for a secondment from the Supplier to the Authority substantially in the form set out in Annex 6 of Schedule 2.1;
"Security Management Plan"	means the Supplier's security plan as attached at Annex 2 of Schedule 2.4 (Security Management) and as subsequently developed and revised pursuant to Paragraphs 3 and 4 of Schedule 2.4 (Security Management);
"Security Plan"	has the same meaning as the Security Management Plan;
"Security Policy"	means the Authority's security policy as set out at Annex 3 of Schedule 2.4 (Security Management) and as may be further specified in Schedule 2.1 (Service Requirements);
"Security Framework" Policy	means the HMG Cabinet Office Security Policy Framework (available from the Cabinet Office Security Policy Division and at https://www.gov.uk/government/publications/security-policy-framework) as may be updated from time to time;
"Security Tests"	means tests to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to any Breach

	of Security;
"Service Charges"	means the periodic payments made in accordance with Schedule 7.1 (Charges and Invoicing) in respect of the supply of the Services, but excluding the Supplier Premises Charges;
"Service Commencement Date"	means in relation to the Services, the later of: (a) 1 March 2015; and (b) the date by when all Readiness Milestones set out in Schedule 6.1 have been achieved;
"Service Credit Cap"	means the Monthly Service Credit Cap, the Quarterly Service Credit Cap, and/or the Annual Service Credit Cap, as the context may require;
"Service Credit Weighting"	means the weighting set out against the relevant Service Level in Table 4 of Annex 1 to Schedule 2.2 (Performance Levels);
"Service Credits"	means the sums payable by the Supplier in respect of the failure by the Supplier to meet one or more Service Levels, calculated in accordance with Paragraph 9 of Schedule 7.1 (Charges and Invoicing);
"Service Delivery Year"	means: a) a period of twelve (12) months commencing on the Operational Service Commencement Date; or b) thereafter a period of twelve (12) months commencing on each anniversary of the Operational Service Commencement Date; or c) Service Delivery Year 7; d) Service Delivery Year 8; and e) Service Delivery Year 9; provided that the final Service Delivery Year shall end on the expiry or termination of the Term;
"Service Delivery Year 7"	Means the Service Delivery Year commencing on 1 March 2021 and ending on 28 February 2022;

"Service Delivery Year 8"	means the Service Delivery Year commencing on 1 March 2022 and ending on 28 February 2023;
"Service Delivery Year 9"	means the Service Delivery Year commencing on 1 March 2023 and ending on 31 July 2023;
"Service Guidance"	means the service guidance notified by the Authority to the Supplier from time to time;
"Service Guidance Changes"	means updates to administrative and clinical guides (including manuals and instructions) which are used in the delivery of the Agreement;
"Service Levels"	means the service levels set out in the tables at Annex 1 of Schedule 2.2 (Performance Levels);
"Service Level Failure"	means a failure to meet any Service Level;
"Service Period"	<p>means a Month, save that:</p> <p>(a) the first service period shall begin on the first Operational Service Commencement Date and shall expire at the end of the Month in which the first Operational Service Commencement Date falls; and</p> <p>(b) the final service period shall commence on the first day of the Month in which the Term expires or terminates and shall end on the expiry or termination of the Term;</p>
"Service Points"	means in relation to a Service Level Failure, the points that are calculated in accordance with Paragraph 2.3 of Schedule 2.2 (Performance Levels) in respect of each Service Level Failure;
"Service Requirement"	means the services requirements set out in Schedule 2.1 (Service Requirement) and elsewhere in this Agreement;
"Services"	means any and all of the services to be provided by the Supplier under this Agreement, including those set out in Schedule 2.1 (Service Requirement);

"Service Transfer"	means any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor;
"Service Transfer Date"	means the date of a Service Transfer;
"Set-up Activity"	means those activities undertaken by the Supplier to prepare and implement the Supplier's core solution including transformation activity to increase volumes in Service Delivery Year 2, Continuous Improvement, transformation or improvement initiatives in Service Delivery Year 2 and staff recruitment activity undertaken prior to the Operational Service Commencement Date (subject always to Authority Approval);
"Set-up Costs"	means the costs incurred by the Supplier in preparing for delivery of this Agreement or for a ramp up of volumes but excluding costs incurred for Service delivery and which fall within the Target Cost cost categories;
"Set-up Fee"	means the Supplier's profit in respect of Set-up Costs, and which shall be calculated in accordance with paragraph 3 of Schedule 7.1 (Charges and Invoicing);
"Severe Service Level Failure"	has the meaning given in Clause 7 (Performance Levels);
"Shortfall Period"	has the meaning given in Paragraph 6.2 of Schedule 7.2 (Payments on Termination);
"Sites"	<p>means any premises (including the Authority Premises, the Supplier's premises or third party premises):</p> <p>(a) from, to or at which:</p> <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 <p>(b) where:</p> <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"	means Specially Written Software, Supplier Software and Third Party Software;
"Software Supporting Materials"	means all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software;
"Source Code"	means computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
"Special Categories of Personal Data "	shall have the same meaning as given in Data Protection Legislation;
"Specially Written Software"	<p>means any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-contractor or other third party on behalf of the Supplier) specifically for the purposes of this Agreement, including:</p> <ul style="list-style-type: none"> (a) any Supplier Background IPRs or Third Party IPRs that are embedded in or which are an integral part of such software; and (b) any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Agreement;
"Specific Change in Law"	means a Change in Law that relates specifically to the provision of services the same as or materially similar to the Services;
"Stability Award Fee"	means any payments due to the Supplier as a result of the Supplier successful achieving the requirements set out at Paragraph 5 of Part A to Schedule 7.1 (Charges and Invoicing);
"Stability Award Incentivisation Mechanism"	means the incentivisation mechanism by which the Supplier will be awarded a fee for maintaining service delivery volumes after the Operational Service Commencement Date, as further set out at Paragraph 5 of Part A to Schedule 7.1 (Charges and Invoicing);

"Stability Award Period"	has the meaning given at Paragraph 5.1 of Schedule 7.1 (Charges and Invoicing);
"Staffing Information"	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, or any other applicable persons, as the case may be, such information as the Authority may reasonably request (subject to all applicable provisions of the DPA), but including in an anonymised format:</p> <ul style="list-style-type: none"> (a) their ages, dates of commencement of employment or engagement and gender; (b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise; (c) the identity of the employer or relevant contracting Party; (d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; (e) their wages, salaries and profit sharing arrangements as applicable; (f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them; (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims); (h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence; (i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in

	<p>respect of such employees); and</p> <p>(j) any other “employee liability information” as such term is defined in regulation 11 of the Employment Regulations;</p>
"Staff Vetting Procedure"	<p>means the Authority's procedures for the vetting of personnel as located at https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/514781/baseline-personnel-security-standard-for-dwp-contractors.pdf and as otherwise advised to the Supplier by the Authority;</p>
"Standards"	<p>means the standards, policies and/or procedures identified in Schedule 2.1 (Service Requirements) and where applicable Schedule 18 (Information Technology Services);</p>
"Step-In Notice"	<p>has the meaning given in Clause 30.1 (Step-In Rights);</p>
"Step-In Trigger Event"	<p>means:</p> <ul style="list-style-type: none"> (a) any event falling within the definition of a Supplier Termination Event; (b) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services; (c) a Force Majeure Event that is materially preventing or materially delaying the performance of the Services or any material part of the Services; (d) the Authority considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this Agreement; (e) 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; (f) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; and/or (g) 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"	means any contract or agreement (or proposed contract or agreement) between the Supplier (or a Sub-contractor) and any third party whereby that third party agrees to provide to the Supplier (or the Sub-contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof;
"Sub-contractor"	means any third party 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;
"Sub-processor"	means any third party appointed to process Personal Data and Special Categories Personal Data on behalf of the Supplier under this Agreement;
"Subsidiary Service Level"	means the subsidiary services levels set out in Table 1 of Annex 1 of Schedule 2.2 (Performance Levels);
"Subsidiary Service Level Failure"	means a failure to meet any Subsidiary Service Level;
"Successor Body"	has the meaning given in Clause 36.4 (Assignment and Novation);
"Supplier Background IPRs"	means: (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

	<p>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 but excluding Intellectual Property Rights owned by the Supplier subsisting in the Supplier Software;</p>
"Supplier Change Manager"	means the person appointed to that position by the Supplier from time to time and notified in writing to the Authority or, if no person is notified, the Supplier Representative;
"Supplier COTS Background IPRs"	<p>means Supplier Background IPRs that:</p> <p>(a) the Supplier makes generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and</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 Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Supplier save as to price; and</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, loaned or otherwise provided from the Authority) for the provision of the Services;
"Supplier's Final Supplier Personnel List"	means a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Relevant Transfer Date;

"Supplier Financial Model"	means the Supplier's financial model which it uses for its own internal accounting processes in respect of this Agreement;
"Supplier IT Services"	has the meaning given to it in accordance with Paragraph 13 of Schedule 18 (Information Technology Services);
"Supplier Non-COTS Background IPRs"	means Supplier Background IPRs that are not Supplier COTS Background IPRs;
"Supplier Non-COTS Software"	means Supplier Software that is not Supplier COTS Software;
"Supplier Non-Performance"	has the meaning given in Clause 31.1 (Authority Cause);
"Supplier Personnel"	Means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or Sub-processors engaged in the performance of the Supplier's obligations under this Agreement
"Supplier Premises ACM Charges"	means the periodic payments applicable during Service Delivery Years 2 to Service Delivery Year 9 (inclusive), as further described in paragraphs 15 and 16 of Schedule 7.1 (Charges and Invoicing);
"Supplier Premises ACM Mechanism"	means the fee mechanism (actual costs [REDACTED]) applicable to Permanent Premises during Service Delivery Years 2 and 3 and actual costs [REDACTED] applicable to Permanent Premises during Service Delivery Years 4 to Service Delivery Year 9 (inclusive), as further described in paragraphs 15 and 16 of Schedule 7.1 (Charges and Invoicing);
"Supplier Premises Charges"	means: <ul style="list-style-type: none"> (a) for Service Delivery Year 1, the Supplier Premises TCIF Charges; and/or (b) for Service Delivery Years 2 and 3 and 4 and 5 and 6 and Service Delivery Years 7, 8, and 9 (inclusive), the Supplier Premises ACM Charges; (c) for the Casual Hire Site Services, those charges as set out in Paragraph 15.2 of Schedule 7.1

"Supplier Premises Fee"	<p>means:</p> <p>(a) for Service Delivery Year 1, the Year 1 Supplier Premises Fee, and</p> <p>(b) for Service Delivery Years 2 and 3, a variable Monthly fee which shall be calculated as [REDACTED] % mark up of the "Years 2 to 5 Supplier Premises Actual Costs" incurred in the relevant Month;</p> <p>(c) for Service Delivery Years 4 and 5 and 6 and Service Delivery Years 7, 8, and 9 (inclusive) a variable Monthly fee which shall be calculated as [REDACTED] % mark up of the "Years 2 to 9 Supplier Premises Actual Costs" incurred in the relevant Month;</p>
"Supplier Premises Outturn Report"	means a report equivalent to the Outturn Report in respect of the Supplier Premises Charges which shall be in such format and include such detail as the Authority may reasonably require;
"Supplier Premises TCIF Charges"	means the periodic payments applicable during Service Delivery Year 1, as further described in paragraph 14 of Schedule 7.1 (Charges and Invoicing);
"Supplier Premises TCIF Mechanism"	means the fee mechanism (Supplier Premises Target Cost with incentivisation fee) applicable to Permanent Premises during Service Delivery Year 1, as further described in paragraph 14 of Schedule 7.1 (Charges and Invoicing) in respect of the sourcing, setting up and operating Permanent Premises during Service Delivery Year 1;
"Supplier Proposal"	<p>means the Supplier's solution for the Services set out in Schedule 4.1 (Supplier Proposal) including any Annexes of that Schedule;</p> <p>OR, as the context may require:</p> <p>for the purposes of Schedule 8.2 (Change Control Procedure) only, means an assessment of a Change Request in accordance with Paragraph 4 of Schedule 8.2</p>

	(Change Control Procedure);
"Supplier's Provisional Supplier Personnel List"	means a list prepared and updated by the Supplier of all Supplier Personnel who are engaged in or wholly or mainly assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
"Supplier Representative"	means the representative appointed by the Supplier pursuant to Clause 11.3 (Representatives);
"Supplier Request"	means a notice served by the Supplier requesting that the Dispute be treated as a Multi-Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute;
"Supplier Software"	means software which is proprietary to the Supplier (or an Affiliate of the Supplier) and which is or will be used by the Supplier for the purposes of providing the Services, including the software specified as such in Schedule 5 (Software);
"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 Authority System);
"Supplier Temporary Premises Allowable Cost"	<p>means properly incurred costs during Service Delivery Year 1, which may be invoiced up to and including the March 2016 invoice, for sourcing, setting up, operating and decommissioning (including all required repairs (dilapidations) and reinstatement of) Temporary Premises and/or Permanent Premises up to a maximum of [REDACTED] which may be spent as follows:</p> <p>(a) [REDACTED] on Temporary Premises; or</p> <p>(b) up to [REDACTED] on Permanent Premises which meet the Supplier Premises Requirements, and the balance on Temporary Premises. <i>For example</i>, if [REDACTED] is spent on Permanent Premises, the Supplier will be entitled to spend up to [REDACTED] on Temporary Premises;</p>

"Supplier Event"	Termination	<p>means:</p> <ul style="list-style-type: none"> (a) the Supplier's level of performance constituting a Critical Service Level Failure; (b) the Supplier committing a material Default which is irremediable; (c) [REDACTED] (d) a Remedial Adviser Failure; (e) a Rectification Plan Failure; (f) where a right of termination is expressly reserved in this Agreement, including pursuant to: <ul style="list-style-type: none"> (i) Clause 19 (IPRs Indemnity); (ii) Clause 39.6(b) (Prevention of Fraud and Bribery); (iii) Clause 10.10 (Termination Rights on any Occasion of Tax Non-Compliance); and/or (iv) Paragraph 4 of Schedule 7.4 (Financial Distress); (g) the representation and warranty given by the Supplier pursuant to Clause 3.2(i) (Warranties) being materially untrue or misleading; (h) the Supplier committing a material Default under Clause 10.8 and 10.9 (Promoting Tax Compliance) or failing to provide details of steps being taken and mitigating factors pursuant to Clause 10.8 and 10.9 (Promoting Tax Compliance) which in the reasonable opinion of the Authority are acceptable; (i) the Supplier committing a material Default under any of the following Clauses: <ul style="list-style-type: none"> (i) Clause 5.5 (j) (Services); (ii) Clause 23(Protection of Personal Data); (iii) Clause 22 (Freedom of Information); (iv) Clause 21 (Confidentiality); and
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	<ul style="list-style-type: none"> (v) Clause 35 (Compliance); and/or (vi) in respect of any security requirements set out in Schedule 2.1 (Service Requirement), Schedule 2.4 (Security Management) or the Baseline Security Requirements; and/or (vii) in respect of any requirements set out in Schedule 9.1 (Staff Transfer); (j) an Insolvency Event occurring in respect of the Supplier or the Guarantor; (k) the Guarantee ceasing to be valid or enforceable for any reason (without the Guarantee being replaced with a comparable guarantee to the satisfaction of the Authority with the Guarantor or with another guarantor which is acceptable to the Authority); (l) a change of Control of the Supplier or a Guarantor unless: <ul style="list-style-type: none"> (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 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; or (m) a change of Control of a Key Sub-contractor unless, within 6 months of being notified by the Authority that it objects to such change of Control, the Supplier terminates the relevant Key Sub-contract and replaces it with a comparable Key Sub-contract which is Approved by the Authority pursuant to Clause 15.6 (Appointment of Key Sub-contractors); or (n) any failure by the Supplier to enter into or to comply with an Admission Agreement under the Annex to either Part A or Part B of Schedule 9.1 (Staff Transfer);
"Supporting Documentation"	means sufficient information in writing to enable the Authority to reasonably assess whether the Charges,

	and other sums due from the Authority to the Supplier or from the Supplier to the Authority under this Agreement detailed in the information are properly payable;
"System of Clinical Governance"	means a mechanism for the Supplier to evidence compliance with the CGQSF;
"Target"	means any target set out in Schedule 7.1 (Charges and Invoicing);
"Target Cost"	means the Supplier's estimated target cost for Service delivery excluding Set-up Costs and Pass-through Costs, as set out at Part 2 of Annex 1 of Schedule 7.1 (Charges and Invoicing);
"Target Fee"	means the Supplier's profit margin calculated with reference to the Target Cost for Service delivery as set out at Part 2 of Annex 1 of Schedule 7.1 (Charges and Invoicing) (and excluding the Set-up Fee);
"Target Price"	means the Target Cost plus the Target Fee;
"Target Service Level"	<p>means, as applicable, an entry set out under the heading "Target Service Levels" in the tables at Annex 1 of Schedule 2.2 (Performance Levels) except for Service Delivery Year 1 for the purposes only of calculating Service Credits only:</p> <p>(a) for the SC4a Target Service Level as shown in the table in Paragraph 4.2B of Schedule 6.1 (Mobilisation and Resource Plans);</p> <p>(b) for the SC4b Target Service Level as shown in the table in Paragraph 4.4A of Schedule 6.1 (Mobilisation and Resource Plans);</p>
"Target Set-up Cost"	means the Target Cost for Set-up Activity;
"Target Unit Cost"	<p>means:</p> <p>(a) in respect of Service Delivery Years 1 – 3, the aggregate Target Cost for those three Service Delivery Years divided by the aggregate of the Target Volumes</p>

	<p>for those three Service Delivery Years,</p> <p>and</p> <p>(a) in respect of Service Delivery Years 4 and 5, the aggregate Target Cost for those two Service Delivery Years divided by the aggregate of the Target Volumes for those two Service Delivery Years;</p> <p>and</p> <p>(b) for the purposes of Service Delivery Years 6 to 9 (inclusive) means the definition of Target Unit Cost agreed in accordance with CV579;</p>
"Target Unit Price"	<p>means:</p> <p>(a) in respect of Service Delivery Years 1 – 3, the aggregate Target Price for those three Service Delivery Years divided by the aggregate of the Target Volumes for those three Service Delivery Years;</p> <p>and</p> <p>(b) in respect of Service Delivery Years 4 and 5, the aggregate Target Price for those two Service Delivery Years divided by the aggregate of the Target Volumes for those two Service Delivery Years;</p> <p>and</p> <p>(c) for the purposes of Service Delivery Years 6 to 9 (inclusive) means the definition of Target Unit Price agreed in accordance with CV579;</p>
"Target Volume"	<p>means the annual Target volume of Completed Assessments for each Service Delivery Year of the Agreement to be delivered by the Supplier under this Agreement as set out in or ascertained in accordance with paragraph 4.1 of Schedule 2.1 (Service Requirements) and Annex 4 of Schedule 6.1 (Mobilisation and Resource Plans);</p>
"TCIF Mechanism"	<p>means the Target Cost plus incentivisation fee described in paragraph 4 of Schedule 7.1 (Charges and Invoicing);</p>

"Temporary Premises "	<p>means rooms and/or other premises sourced by the Supplier for the purposes of carrying out Assessments which are used and occupied:</p> <p>(a) on a temporary and short term basis (up to 31 March 2016); and</p> <p>(b) solely for purposes of delivering the Services;</p>
"Term"	means 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 Paragraph 5.10 of Schedule 8.5 (Exit Management);
"Termination Assistance Period"	means in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Services as such period may be extended pursuant to Paragraph 5.2 of Schedule 8.5 (Exit Management);
"Termination Date"	means 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 Estimate"	has the meaning given in Paragraph 11.2 of Schedule 7.2 (Payments on Termination);
"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 Agreement on a specified date and setting out the grounds for termination;
"Termination Payment"	means the payment described as such in Paragraph 2 of Schedule 7.2 (Payments on Termination);
"Termination Services"	means the services and activities to be performed by the Supplier pursuant to the Exit Plan, including those activities listed in Annex 1 of Schedule 8.5 (Exit Management), and any other services required pursuant to the Termination Assistance Notice;
"Test and Learn Activity"	means the test and learn activity requested by the Authority pursuant to Paragraph 6.5A of Schedule 2.1;

"Test Reports"	means the reports to be produced by the Supplier setting out the results of Tests;
"Test Strategy"	means a strategy for the conduct of Testing;
"Third Party Beneficiary"	has the meaning given in Clause 43.1 (Third Party Rights);
"Third Party Contract"	means a contract with a third party entered into by the Supplier exclusively for the purpose of delivering the Services;
"Third Party COTS IPRs"	means Third Party IPRs that: (a) the 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 save as to price; and (b) has a Non-trivial Customer Base;
"Third Party COTS Software"	means Third Party Software (including open source software) that: (a) the 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 save as to price; and (b) has a non-trivial customer base;
"Third Party IPRs"	means Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software;
"Third Party Non-COTS IPRs"	means Third Party IPRs that are not Third Party COTS IPRs;
"Third Party Non-COTS Software"	means Third Party Software that is not Third Party COTS Software;
"Third Party Provisions"	has the meaning given in Clause 43.1 (Third Party Rights);
"Third Party Software"	means software (excluding any software that forms part of the ASIS IT System) which is proprietary to any third

	party (other than an Affiliate of the Supplier) or any Open Source Software which in any case is, will be or is proposed to be used by the Supplier for the purposes of providing the Services, including the software specified as such in Schedule 5 (Software);
"Total Service Points"	means total Service Points accrued in the period under consideration;
"Transferable Assets"	means those of the Exclusive Assets which are capable of legal transfer to the Authority;
"Transferable Contracts"	means the Sub-contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Authority or any Replacement Supplier to perform the Services or the Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given in Paragraph 6.2(a) of Schedule 8.5 (Exit Management);
"Transferring Authority Employees"	means those employees of the Authority to whom the Employment Regulations will apply on the Relevant Transfer Date (if any);
"Transferring Contracts"	has the meaning given in Paragraph 6.2(c) of Schedule 8.5 (Exit Management);
"Transferring Former Supplier Employees"	means in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date;
"Transferring Supplier Employees"	means those employees of the Supplier and/or the Supplier's Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date.
"Transition Review Process"	means the formal reviews undertaken by the Authority in conjunction with the Supplier in accordance with Schedule B of the MSA Transition Agreement and as further set out in the Detailed Transition Plan;
"Type 2 Report"	has the meaning given in ISAE 3402;
"UK"	means the United Kingdom;

"Unacceptable Behaviour"	Claimant	means a Claimant which demonstrates violent, potentially violent and/or threatening behaviour;
"Unconnected Sub-contract"		means any contract or agreement which is not a Sub-contract and is between the Supplier and a third party (which is not an Affiliate of the Supplier) and is a qualifying contract under regulation 6 of The Reporting on Payment Practices and Performance Regulations 2017;
"Unconnected Sub-contractor"		means any third party with whom the Supplier enters into an Unconnected Sub-contract;
"Updates"		means in relation to any Software and/or any Deliverable means a version of such item which has been produced primarily to overcome defects in, or to improve the operation of, that item;
"Upgrades"		means any patch, New Release or upgrade of Software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications, but excluding any Update which the Supplier or a third party software supplier (or any Affiliate of the Supplier or any third party) releases during the Term;
"VAT"		means value added tax as provided for in the Value Added Tax Act 1994;
"Virtual Contact Centre" or "VCC"		the Virtual Contact Centre is responsible for booking assessment appointments for Claimants at Assessment Centres (ACs);
"WCA Annual Volume Target"		means an annual volume target set out in paragraph 6 of Schedule 2.1 (Service Requirements) for Completed WCA Assessments which the Supplier must exceed in order to be eligible for Award Fees;
"WCA Assessment"		means a Work Capability Assessment;
"WCA Head of Work" or "WCA HoW"		means the total number of outstanding WCA Referrals with the Supplier at any point in time;
"WCA Monthly Volume Target"		means a monthly volume target set out in Annex 4 of Schedule 6.1 (Mobilisation and Resource Plans) for Completed WCA Assessments which the Supplier must exceed in order to be eligible for Award Fees;

"WCA Referral"	means a WCA benefits case received by the Supplier from the Authority pursuant to paragraph 8 of Schedule 2.1;
"Working Day"	means any day other than a Saturday, Sunday or Bank Holiday in the United Kingdom;
"Year"	means a period of 12 calendar months starting on the Operational Services Commencement Date and each subsequent anniversary of the Operational Services Commencement Date;
"Year 1 Additional Authority Premises"	means the Authority Premises listed in Table 2 in Part 2 (Additional Authority Premises – Service Delivery Year 1) of Appendix 1 (Authority Premises) to Schedule 15.1;
"Year 1 Initial Additional Authority Premises"	means the Authority Premises listed in Table 1 in Part 2 (Additional Authority Premises – Service Delivery Year 1) of Appendix 1 (Authority Premises) to Schedule 15.1;
"Year 1 Supplier Premises"	means the Supplier sourced premises listed in Appendix 2 (Supplier Premises – Service Delivery Year 1) of Schedule 15.1 (Estates);
"Year 1 Supplier Premises Actual Costs"	means actual costs properly incurred during Service Delivery Year 1 for sourcing, setting up and operating the relevant Permanent Premises during Service Delivery Year 1;
"Year 1 Supplier Premises Cash Cap"	means £[REDACTED];
"Year 1 Supplier Premises Fee"	means the Supplier's total aggregate fee of £[REDACTED] for Service Delivery Year 1, as set out on a per Month basis in Part 2A of Annex 1 of Schedule 7.1 (Charges and Invoicing);
"Year 1 Supplier Premises Target Cost"	means the Supplier's aggregate target costs of £[REDACTED] for Service Delivery Year 1 in respect of sourcing, setting up, operating and decommissioning (including all required repairs (dilapidations) and reinstatement of) Permanent Premises during Service Delivery Year 1, as further detailed on a per Month basis in the Estates Model and Part 2A of Annex 1 of Schedule 7.1 (Charges and Invoicing);
"Years 2 and 3 Additional"	means the Authority Premises listed in paragraph 9.7 of Schedule 15.1 (Estates);

Authority Premises"	
"Years 2 and 3 Supplier Premises"	means the Supplier sourced premises listed in paragraph 9.9 of Schedule 15.1 and any further Supplier Premises as a result of business case approval by the Authority during Years 2 and 3 pursuant to Paragraph 11 of Schedule 15.1 (and any extensions or replacements thereto);
"Years 2 to 9 Supplier Premises Actual Costs"	<p>means actual costs properly incurred during Service Delivery Year 2 to Service Delivery Year 9 (inclusive) for:</p> <ul style="list-style-type: none"> (a) sourcing, setting up and operating the Permanent Premises during Service Delivery Year 2 to Service Delivery Year 9 (inclusive); (b) decommissioning (including required repairs (dilapidations) and reinstating Permanent Premises during Service Delivery Year 2 to Service Delivery Year 9 (inclusive); and (c) third party salary costs or fee charges associated with In Scope Supplier Premises.