

IUS CONSOLIDATED CONTRACT SCHEDULE

CONSOLIDATED SCHEDULE 1

DEFINITIONS

for Contract Number DCNS/119

Unless the context otherwise requires, the following expressions shall have the meanings set out below:

“AC”	means access control;
“Access Code”	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
“Access Point Name” or “APN”	means the name of a gateway between a GPRS, 3G or 4G mobile network and another computer network, frequently the public internet;
“ACCSEC”	means Accountable Security as defined in JSP490 ;
“Achieve”	means in respect of a Test, to successfully pass a Test without any Test Issues and, in respect of a Milestone, the issue of an Unconditional Milestone Achievement Certificate in respect of that Milestone in accordance with Consolidated Schedule 19 (Testing Procedures), and “Achieved” and “Achievement” shall be construed accordingly;
“Achieved Service Level”	means the actual level of performance of the Contractor System, a Service and/or Service Element, achieved by the Contractor in relation to a Service Level for a Service Measurement Period, calculated in accordance with Consolidated Schedule 4 (Service Levels and Related Remedies);
“Acquired Rights Directive”	means the European Council Directive 2001/23/EC on the approximation of laws of European member states relating to the safeguard of employees’ rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended;
“Actual Migration Volume”	has the meaning given to it in Paragraph 3.1.2(ii) of Consolidated Schedule 2 (Implementation Plan);
“Actual Profit Margin”	means the Profit as a percentage of the Revenue;
“Actual Solution”	has the meaning given to it in Clause 6.3 of this Consolidated Contract;
“Actual Transition Volume”	has the meaning given to it in Paragraph 3.1.1(ii) of Consolidated Schedule 2 (Implementation Plan);
“Ad Hoc Access Request”	has the meaning given to it in Clause 25.4 (Site Visits) of this Consolidated Contract;
“ADD Compliance Matrix”	means a matrix used to show the compliance of a particular Architecture Definition Document with any relevant security policies or requirements, including the Security Requirements, such matrix to be included in the RMADS for each of the Services;
“Additional Information”	means the document set out at Appendix 2 (Additional Information) to Consolidated Schedule 8 (Customer Authority Dependencies);
“Affected Party”	means the Party seeking to claim relief in respect of a Force Majeure Event;

“Affected Service Notification”	means in relation to an Incident, the Contractor creating an Incident Record (if one does not already exist) and updating the relevant Incident Record to confirm the likely impact of the relevant Incident;
“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 of, that body corporate from time to time;
“Aggregated Site Service Levels”	has the meaning given to it in Paragraph 8.3 of Consolidated Schedule 4 (Service Levels and Related Remedies);
“Agility”	<p>means that the Services, and delivery of those Services, achieve the following:</p> <ul style="list-style-type: none"> (a) the move to a service-based delivery model, as opposed to the deployment of IT components; (b) reducing the architectural complexity of the infrastructure of the Services by using Standard Market Services and standard network topologies; (c) removing non-standard legacy systems and components; (d) making greater use of MACs for all common changes to enable fast and effective delivery; (e) the Contractor responding more quickly and more efficiently to requests for Contract Change; (f) improving response times to changes in demand through increased flexibility in the ability to scale up or down the volume of Services available to End Users without the need for Contract Change; (g) promoting and improving the processes supporting the Services; and (h) improving the transferability of the Services at the end of the Term (and any Exit Period) to ease re-competition and facilitate a quick transfer to a new supplier (including by minimising the solution-specific challenges that the Customer Authority or a new supplier might face as a result of any transfer of the Services to a new supplier), <p>and “Agile” shall be interpreted accordingly;</p>
“Agreed Risk Envelope”	has the meaning given to it in Paragraph 2.1 of Consolidated Schedule 7 (Security Requirements);
“Agreed Service Time” or “AST”	means in respect of a Site Service Level, Aggregated Site Service Level or Instance Service Level, the period of time over which that Service Level shall be measured during the relevant Service Measurement Period in respect of a specific Customer Authority Site, as described in more detail in Consolidated Schedule 4 (Service Levels and Related Remedies);
“Aims of the Procurement”	means the Customer Authority’s aims of achieving Standard Market Services, User Experience, Agility and Collaborative Working;
“AirWatch Browser”	means the Internet Browser used on OFFICIAL devices;

“AirWatch Mobile Device Management”	means the software used in the Contractor Solution for the management of the mobile devices that access the AirWatch Platform;
“AirWatch’s Secure Email Gateway”	means the proxy software used to interface a Mobile Devices email with a corporate email system;
“AirWatch Inbox”	means the secure email client that is used on OFFICAL mobile devices;
“AirWatch App Catalogue”	means the online store that End Users may use to download Approved applications onto their Mobile Device;
“AirWatch Self-Service Portal”	means a self-service portal provided by the Contractor and: <ul style="list-style-type: none"> (a) used by End Users to self-manage Mobile Devices in the case of theft and provide a Mobile Device lock and wipe function; (b) used by End Users to manage the Mobile Device passcode; (c) used by End Users to use the Mobile Device locator tool; (d) used by End Users to manage and view applications that are currently provisioned to the Mobile Device from the AirWatch; and (e) that provides the functionality described in Part B of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions).
“Allowable Costs”	means all costs described at Paragraph 3.2 of Consolidated Schedule 10 (Financial Model);
“Answered”	means the point at which: (a) a call is answered by a member of the Contractor Personnel; or (b) the caller is first able to provide an input (for example, by using his voice or a telephone touchpad) that will signal the purpose of the call (and “Answer” and cognate terms shall be construed accordingly);
“Apple Volume Purchase Program”	means the ability for the Contractor to bulk buy Apple iStore hosted applications for a large number of End User Mobile Devices;
“Approval”	means the prior written approval of the Customer Authority (and “Approve” and cognate terms shall be construed accordingly);
“Approved Correction Plan”	means a Correction Plan once it has been Approved, in accordance with Clause 7.20 (Correction Plan) of this Consolidated Contract;
“Architecture Definition Document” or “ADD”	means a set of documents that articulate the design of the Contractor’s proposed solution architecture design for the Services, which includes high level design documents and low level design documents and are included in the RMADS for each of the Services;
“Asset(s)”	means all assets and rights used by the Contractor to provide the Services in accordance with this Consolidated Contract including Third Party Materials, Exclusive Assets and Non-Exclusive Assets;

“Asset Budget”	has the meaning given to it in Paragraph 8.5 of Consolidated Schedule 9 (Charges and Invoicing);
“Asset Pass Through Charge”	has the meaning given to it in Paragraph 8.1 of Consolidated Schedule 9 (Charges and Invoicing);
“Asset Pass Through Mark-up”	means the margin that the Contractor charges (over and above actual cost) in relation to the Pass Through Assets as shown in the Base Case Financial Model. The Asset Pass Through Mark-up shall be zero per cent (0%);
“Asset Register”	has the meaning given to it in Paragraph 1.1 of Appendix 4 (Asset Register) to Consolidated Schedule 14 (Performance Monitoring and Reporting);
“Assurance Plan”	means a plan setting out a framework of project activities to ensure delivery of products and services;
“ATO”	means an Authorised Demander;
“ATP Milestone Date”	means the Milestone Date on which the Contractor is granted Authority to Proceed in respect of the relevant Service;
“At Risk Amount”	means fifty per cent (50%) of the aggregate Charges payable to the Contractor within the same Service Measurement Period;
“Audio Calls”	means Private Audio Calls and Audio Conference Calls taken together;
“Audio Conference Calls”	means voice calls made: (i) between two or more End Users over the Closed Network; or (ii) between one or more End Users from within the Closed Network and one or more other persons (who are not End Users) from an External Network;
“Audio Conferencing Account”	has the meaning given to it in Paragraph 5.2.13(i) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Audio Conferencing Capability”	has the meaning given to it in Paragraph 5.2.13 (Audio Conferencing Capability) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Authorised Demander”	means a person who has been identified by the Customer Authority as being permitted to request that a Service or Services be provided to them or to others at a Customer Authority Site;
“Authority to Proceed” or “ATP”	means, in respect of a Service, the point at which the Contractor is authorised to provide such Service to the Customer Authority, which is signified by the conditional or unconditional grant of a Milestone Achievement Certificate by the Customer Authority for the final Milestone relating to the relevant Service which is recorded as being linked to ATP in the Implementation Plan;
“Auto-attendant Number”	has the meaning given to it in Paragraph 5.2.12 (Auto-attendant Service (to be provided at OFFICIAL only)) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);

“Auto-attendant Service”	has the meaning given to it in Paragraph 5.2.12 (Auto-attendant Service) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Automatic Call Distribution” or “ACD”	means the routing of incoming calls to a specific group of terminals used by agents, provided as part of the ACD Service;
“Automatic Call Distribution Service” or “ACD Service”	has the meaning given to it at Paragraph 5.2.6 (ACD Service) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Availability Management”	has the meaning given to it in ITIL v3;
“Availability Plan”	means a plan showing the measures to be taken to ensure that the Services and Service Elements are Available in accordance with the Service Levels, such plan to comply with the requirements of the ISS ITIL Processes;
“Available”	means that the Contractor System, a Service and/or Service Element shall be “available” when End Users are able to access and use all its functions at a level that enables them to carry out their normal duties (and “Availability” shall be construed accordingly);
“Band”	means the bands set out in Appendix 1 (Excess Profit Sharing Table) to Consolidated Schedule 12 (Excess Profit Sharing);
“Base Case Financial Model”	means the Financial Model projecting costs and Charges in relation to the provision of the Services prepared by the Contractor as at the date of this Consolidated Contract, which is consistent with the requirements in a proforma set out in Appendix 2 (Base Case Financial Model) to Consolidated Schedule 10 (Financial Model);
“BCDR”	means business continuity and disaster recovery and describes an organisation's preparation for unforeseen risks to continued operations;
“BCDR Solutions”	has the meaning given to it in Paragraph 9.7 of Consolidated Schedule 22 (Business Continuity and Disaster Recovery Provisions);
“BCDR Test Report”	has the meaning given to it in Paragraph 7.5 of Consolidated Schedule 22 (Business Continuity and Disaster Recovery Provisions);
“Benchmark Review”	means a review of the Services carried out in accordance with Paragraph 3 (Benchmarking) of Consolidated Schedule 11 (Value for Money);
“Benchmarked Services”	means the Services that the Customer Authority elects to include in a Benchmark Review in accordance with Paragraph 3 (Benchmarking) of Consolidated Schedule 11 (Value for Money), and where a sub-set of Services is selected, such Services shall be related;
“Benchmarker”	means the independent third party appointed under Paragraph 3.6

	of Consolidated Schedule 11 (Value for Money) to carry out the Benchmark Review;
“Benchmarking Period”	has the meaning given to it in Paragraph 5.2 of Consolidated Schedule 11 (Value for Money);
“Benchmarking Plan”	has the meaning given to it in Paragraph 3.15 of Consolidated Schedule 11 (Value for Money);
“Benchmarking Report”	means the report produced by the Benchmarker following the Benchmark Review as further described in Paragraph 3 (Benchmarking) of Consolidated Schedule 11 (Value for Money);
“Beneficiary”	has the meaning given to it in Paragraph 8.1 of Consolidated Schedule 21 (Staff Transfer);
“Bespoke Conference Instance”	means an enhanced Conference Instance, provided pursuant to Paragraph 6.4.5 (Bespoke Conference Instance) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Bespoke Service(s)”	means the Service(s) which have an element of specification and/or design so cannot be taken by the Customer Authority as a Standard Service without further development, as set out in the Service Requirements and Contractor Service Descriptions. These Services cannot (i) impact the performance (including functioning, implementation and operation), security or PSN Compliance of any Shared Services without the prior written approval of the Shared Services Working Group; or (ii) be used to provide services that are out of scope from those specified in the PSN Connectivity OJEU and/or breach EU procurement Laws. Where the Contractor subsequently wishes to supply these Services to other Customers, it will be subject to the written approval of the customer that ordered the Bespoke Service(s) (which in the case of this Consolidated Contract is the Customer Authority);
“Best Endeavours”	means taking all steps that a reasonable and prudent businessman would take when acting in his own best interests;
“Bid”	has the meaning given to it in Paragraph 1.1 of Appendix 2 (Ethical Walls Requirements) to Consolidated Schedule 20 (Exit Management);
“Bid Team”	has the meaning given to it in Paragraph 1.1 of Appendix 2 (Ethical Walls Requirements) to Consolidated Schedule 20 (Exit Management);
“Bidder”	means a party who (whether directly or indirectly) participates in any competition for the provision to the Customer Authority, an Indirect Customer or Customer of any or all the Replacement Services;
“BMC Remedy”	means the IT service management software suite produced by BMC Software, Inc.;
“Board Member”	means a member of any Governance Board;

“Boostbox”	means a small indoor unit that provides 3G/4G coverage where there is no network coverage, in remote areas or an underground basement for instance;
“Boundary Protection Service” or “BPS”	has the meaning given to it in Paragraph 8.2 (Boundary Protection Service) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Boundary Protection Service MAC”	has the meaning given to it in Paragraph 8.3.1 of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Breach(es) of Security”	<p>means the occurrence of any:</p> <p>(f) unauthorised access to or use or disclosure of; and/or</p> <p>(g) loss and/or unauthorised disclosure of,</p> <p>any aspect of the Services and all processes associated with delivery of the Services including the Customer Authority Premises, the Sites, the Services, the Contractor System and any ICT, information and data (including the Customer Authority’s Confidential Information) used by the Customer Authority or the Contractor in connection with this Consolidated Contract;</p>
“Breakage Costs”	<p>means any costs (such as the Contractor’s own redundancy costs and costs payable for early termination of contracts entered into by the Contractor before receipt of the Termination Notice) incurred by the Contractor directly as a result of the termination of this Consolidated Contract which:</p> <p>(h) would not have been incurred had this Consolidated Contract continued until its natural expiry;</p> <p>(i) relate directly to the termination of the Services;</p> <p>(j) are unavoidable, proven, reasonable and not capable of recovery;</p> <p>(k) are incurred under arrangements or agreements that are consistent with terms that have been entered into in the ordinary course of business and on reasonable commercial terms; and</p> <p>(l) do not relate to contracts or sub-contracts with Affiliates of the Contractor;</p>
“BRENT End User Device”	means any and all variants of the BRENT cryptographic devices as used across the Customer Authority’s estate;
“Bridging Capability”	has the meaning given to it in Paragraph 6.2.2 (Bridging Capability) of Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Business Continuity”	means the planning for and implementation of infrastructure, processes and procedures to enable the Customer Authority to continue to perform business functions in the event of a Business

	Continuity Event;
“Business Continuity and Disaster Recovery Plan” or “BCDR Plan”	means any plan prepared by the Contractor pursuant to Consolidated Schedule 22 (Business Continuity and Disaster Recovery Provisions);
“Business Continuity Event”	means any Incident or event that causes (or is likely to cause) an adverse effect on the performance and delivery of the Services, whether at a single or multiple sites, including a Disaster or any interruption, destruction or other loss of operational system capacity, which is material in nature and cannot be managed within the context of normal operating procedures;
“Business Continuity Plan”	has the meaning given to it in Paragraph 5.8.2 of Consolidated Schedule 22 (Business Continuity and Disaster Recovery Provisions);
“Business Enabling Service” or “BES”	means a Service that allows a business and its users (including the Customer Authority and the End Users) to optimise their operating and working potential;
“Business Roadmap”	means the Customer Authority’s roadmap or strategic plan that defines its values and charts its direction for growth;
“Business Simulation Model” or “BSM”	has the meaning given to it in the following paragraphs of Part B to Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions): (a) in respect of the testing of ideas and end-to-end approved changes, Paragraph 2.11.8.4; (b) in respect of Test and Reference Facility testing, Paragraph 5.9.8; (c) in respect of service transition support provided to the Customer Authority, Paragraph 6.3.2.19; and (d) in respect of regression testing, Paragraph 6.3.4.19;
“C20”	means the software switch described in Paragraph 7.6 of Part B to Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Cabinet Office”	means the department of the Government known as the cabinet office (or any successor to it);
“CADMID”	means the Customer Authority’s procurement cycle model;
“Call Back”	has the meaning given to it in Table 2 (Core Voice Capability – Service Features) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Call Barring”	has the meaning given to it in Table 1 (Core Voice Capability – Service Components) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Call Busy”	has the meaning given to it in Table 2 (Core Voice Capability – Service Features) of Consolidated Schedule 3 (Service

	Requirements and Contractor Service Descriptions);
“Call Diversion (Pull)”	has the meaning given to it in Table 2 (Core Voice Capability – Service Features) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Call Forwarding”	has the meaning given to it in Table 2 (Core Voice Capability – Service Features) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Call Hold”	has the meaning given to it in Table 2 (Core Voice Capability – Service Features) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Call Hunt Group”	has the meaning given to it in Table 2 (Core Voice Capability – Service Features) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Call Line ID”	has the meaning given to it in Table 2 (Core Voice Capability – Service Features) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Call Logging”	has the meaning given to it in Paragraph 5.2.5 (Call Logging) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Call Logging Information”	has the meaning given to it in Paragraph 7.1 of Consolidated Schedule 14 (Performance Monitoring and Reporting);
“Call Number Display”	has the meaning given to it in Table 2 (Core Voice Capability – Service Features) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Call-Off Contract”	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
“Call-Off Cooperation Agreement”	means an agreement in the form attached at Schedule 6.7 (Call-Off Cooperation Agreement) of the Call-Off Terms among: (a) the Customer Authority; (b) the Contractor; and (c) Other PSN Services Contractors and/or Customer Authority Third Parties, as referred to in Paragraph 3 of the Call-Off Form;
“Call-Off Form”	means the form, based on the proforma set out in Schedule 14 of the Framework Agreement;
“Call-Off Operating Manual”	means the online manual which sets out detailed technical and operational aspects, processes and procedures (including network diagrams, escalation levels and working instructions) relating to the support and operation of the Services, including the processes and procedures;
“Call-Off Terms”	means the standard terms and conditions in Schedule 13 (Call-Off Terms) of the Framework Agreement, including the standard schedules to those terms and conditions;

“Call Pick-Up”	has the meaning given to it in Table 2 (Core Voice Capability – Service Features) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Call Reception Call”	has the meaning given to it in Paragraph 7.2.2(i) (Call Reception Service) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Call Reception Service”	has the meaning given to it in Paragraph 7.2.2(i) (Call Reception Service) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Call Recording Service”	has the meaning given to it in Paragraph 7.2.2(iii) (Call Recording Service) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Call Third Parties”	has the meaning given to it in Table 2 (Core Voice Capability – Service Features) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Call Transfer”	has the meaning given to it in Table 2 (Core Voice Capability – Service Features) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Call Waiting”	has the meaning given to it in Table 2 (Core Voice Capability – Service Features) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Calling Features”	means the calling features listed in Paragraph 5.2.4(v) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions) that an End User is, or types of End Users are, permitted to receive;
“Calling Line Identification” or “CLI”	mean the service that transmits a caller’s number or other identification to the called party’s telephone equipment or client;
“Calling Permission”	means the types of calls (within the range of End User Profile call types set out in Paragraph 5.2.4(iv) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions)) that an End User is, or types of End Users are, permitted to make;
“Capability Cessation Notice”	has the meaning given to it in Paragraph 10.2.2 of Consolidated Schedule 9 (Charges and Invoicing);
“Capability Charge(s)”	means the charge(s) indicated as such in Appendix 2 (Contractor’s Call-Off Service Catalogue) to, and calculated in accordance with, Consolidated Schedule 9 (Charges and Invoicing);
“Capability Charge Service Element”	means, for each Service, those Service Elements indicated as having Capability Charge(s) applicable to them in Appendix 2 (Contractor’s Call-Off Service Catalogue) to Consolidated Schedule 9 (Charges and Invoicing);
“Capable of Connecting”	has the meaning given to it in Paragraph 18.2.2 of Consolidated Schedule 4 (Service Levels and Related Remedies);
“Capacity Manager”	has the meaning given to it in ITIL v3;

“Capacity Plan”	means a plan showing the measures being taken to ensure that there is sufficient capacity within the Services to support changes in demand for the Services, such plan to comply with the requirements of the ISS ITIL Processes;
“Capacity Threshold”	has the meaning given to it in the ISS ITIL Process <i>Capacity Management</i> ;
“CCP”	has the meaning given to it in Paragraph 2.12.1 of Consolidated Schedule 7 (Security Requirements);
“Cease Days Ratio”	<p>means, the number of days from the first day of the calendar month in which the cease occurs, to the earlier of:</p> <ul style="list-style-type: none"> (a) the date on which the cease is completed in accordance with the Customer Authority’s instructions; (b) where the cease is requested via a MAC, the date on which the period that is the applicable Service Level for Provisioning for the relevant cease (as set out in Consolidated Schedule 4 (Service Levels and Related Remedies)) expires; and (c) any other date on which the cease ought to have occurred, as specified in accordance with the terms of this Consolidated Contract (including in accordance with Paragraph 9 (Changes to the Charges) of Consolidated Schedule 9 (Charges and Invoicing)), <p>as applicable, divided by the number of days in that Service Measurement Period;</p>
“CEDR”	means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU (or any successor to it);
“Certification”	means in respect of a Service, a certificate of approval for the security aspects of that Service from the Customer Authority’s defence security and assurance services body, currently the Defence Systems Assurance Services (DSAS) (or any successor to it), and “Certified” shall be construed accordingly;
“CESG”	means the information assurance arm of the Government Communications Headquarters, Communications-Electronics Security Group (currently the National Technical Authority), which is responsible for establishing security requirements for communications infrastructure and advising on matters relating to compliance and accreditation to the necessary standards (or any successor to it);
“CESG Good Practice Guide”	means any good practice guide published by the CESG;
“CESG Assisted Products”	means the CESG scheme that helps private sector companies develop cryptographic products for use by Government, its

Service” or “CAPS”	agencies, and commercial enterprises working on behalf of Government, to protect data at SECRET and above;
“Chairperson”	means the person appointed as such by the Customer Authority for each Governance Board in accordance with Paragraph 4.1.10 of Consolidated Schedule 15 (Governance);
“Change Advisory Board”	has the meaning given to it in ITIL v3;
“Change in Law”	means any change in Law which impacts on the performance of the Services and which comes into force after the Contract Date;
“Change Management”	means the process of managing Service Changes as set out in the ISS ITIL Processes;
“Change of Control”	means a change in Control of the Contractor or a Sub-contractor;
“Change of Ownership”	means the acquisition whether by purchase, transfer, renunciation or otherwise by a third party purchaser of any interest in shares in the capital of a Relevant Entity if, upon completion of that acquisition, the third party purchaser, together with the persons acting in concert or connected with him, would hold more than fifty per cent (50%) of the voting rights attached to the issued shares in the capital of the Relevant Entity. For the purposes of this definition, the expressions “acting in concert” and “connected with” shall have those respective meanings ascribed to them as set out in the City Code on Takeovers and Mergers;
“Change Schedule”	means the Planned Maintenance Forward Schedule developed by a change manager appointed by the Contractor to assist with Change Management;
“Charges”	means the charges for the provision of the Services, as determined in accordance with Consolidated Schedule 9 (Charges and Invoicing), including any Milestone Payments and Service Charges;
“CIDA”	means the Co-Ordinating Installation Design Authority, as defined in JSP 480 (Defence Manual of Regulations for the Installation of Communication and Information Systems);
“Claim”	has the meaning given to it in Paragraph 8.2 of Consolidated Schedule 21 (Staff Transfer);
“Classified Information”	means information which has been classified under the GSC;
“Closed Network”	has the meaning given to it in Paragraph 5.2.4(i) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Closed User Group”	means a technical solution or configuration that restricts the access to and from, one or more, Service(s) or Service Element(s) to members of a specific user group;
“Code” or “Codes”	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
“Code of Connection”	has the meaning given to it in Schedule 1 (Definitions) of the

	Framework Agreement;
“Code of Practice Policy”	means in respect of any Service, a guideline code of practice policy and specification describing a set of enforcing controls appropriate to a specified aspect of the Service;
“Collaboration Suite”	means the Office 365 compatible package of tools consisting of four main applications (ValueScape, DeliveryScape, ChangeScape and PeopleScape) alongside access to dashboards, visualisations and information around change, governance, benefits, stakeholder communications, delivery, development and collaboration, as described in Paragraph 2 and Figure 11 of Part B to Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Collaborative Working”	means the Contractor facilitating: <ul style="list-style-type: none"> (a) it, the Customer Authority and Customer Authority Third Parties working together to resolve disputes; (b) it, the Customer Authority and Customer Authority Third Parties working collaboratively to reduce risks through joint problem solving; (c) the timely sharing of information across Towers with third parties (as required); and (d) the sharing of best practices, continuous improvements, and learning for mutual benefit by it, the Customer Authority and Customer Authority Third Parties;
“Commercially Sensitive Information”	means the information listed in Consolidated Schedule 30 (Commercially Sensitive Information) comprising the information of a commercially sensitive nature relating to the Contractor, its IPR or its business or which the Contractor has indicated to the Customer Authority that, if disclosed by the Customer Authority, would cause the Contractor significant commercial disadvantage or material financial loss;
“Communities of Interest”	means a group of End Users (or groups of End Users) identified to the Contractor by the Customer Authority from time to time;
“Comparable Services”	means services that are identical or materially similar to the Benchmarked Services (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar services exist in the market, the Benchmarking shall propose an approach for developing a comparable service benchmark;
“Comparable Supply”	means the supply of services to another customer of the Contractor that are similar to the Services;
“Comparison Group(s)”	means a sample group or groups of organisations providing Comparable Services identified by the Benchmarking under Paragraph 3 (Benchmarking) of Consolidated Schedule 11 (Value for Money) which consist(s) of organisations which are either of similar size to the Contractor or which are similarly structured in

	terms of their business and their service offering so as to be (in the Benchmarkers' professional opinion) fair comparators with the Contractor or which, in the professional opinion of the Benchmarkers, are best practice organisations;
"Component Service"	means any distinguishable component of a Service, or any distinct part of a Service (for example, the provision of a data connection to a Mobile Device as part of the Mobile Voice and Data Service);
"Conditional Milestone Achievement Certificate"	has the meaning given to it in Paragraph 12.5 of Consolidated Schedule 19 (Testing Procedures);
"Conditional Test Certificate"	has the meaning given to it in Paragraph 12.3 of Consolidated Schedule 19 (Testing Procedures);
"Conference Booking"	has the meaning given to it in Paragraph 6.2.3 (Conference Booking) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
"Conference Directory"	has the meaning given to it in Paragraph 6.2.1(ii) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
"Conference Event"	has the meaning given to it in Paragraph 6.1.2 of Consolidated Schedule 3 (Service Requirements and Contractor Descriptions);
"Conference Instance"	means the instances described in Paragraph 6.3.2 of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
"Conference Instance Service"	means the conference instance service, as more particularly described in Paragraph 6.3.1 of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
"Conference Instance Types"	means the types of Conference Instances set out in Paragraph 6.4 (Conference Instance Types) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
"Conference Management"	means all of the activities described in Paragraph 6.2.4 (Conference Management) of Consolidated Schedule 3 (Service Requirements and Service Contractor Descriptions);
"Conference Screen"	has the meaning given to it in Paragraph 6.4.4 (New Conference Screens) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
"Conference Subscriber Domain"	has the meaning given to it in Paragraph 6.1.4(i) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
"Conference Terminal"	has the meaning given to it in Paragraph 6.4.2 (New Conference Terminals) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
"Conference Terminal (excluding screen)"	has the meaning given to it in Paragraph 6.4.2(i) (Conference Terminal (excluding screen)) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);

“Conference Training”	means all of the activities described in Paragraph 6.2.5(ii) (Conference Training) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Conferencing Service”	means the conferencing service, as more particularly described in Paragraph 6 (Conferencing Service) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Conferencing Service MAC”	has the meaning given to it in Paragraph 6.6.1 of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Conferencing Service SyOPs”	means the security operating procedures for the Conferencing Service, as proposed by the Contractor and Approved by the Customer Authority;
“Confidential Information”	means the Customer Authority’s Confidential Information and/or the Contractor’s Confidential Information;
“Configuration Management Database” or “CMDB”	has the meaning given to it in Appendix 1 (Outline Implementation Plan) to Consolidated Schedule 2 (Implementation Plan);
“Connectivity Requirements Appendix”	means the document set out at Appendix 1 (Connectivity Requirements) to Consolidated Schedule 8 (Customer Authority Dependencies);
“Connectivity Tower”	means the services provided by the Connectivity Tower Contractor pursuant to Contract ref DCNS/080;
“Connectivity Tower Contractor”	means the Customer Authority Third Party (or Parties) providing the Connectivity Tower services;
“Consolidated Contract”	means the clauses of this agreement together with Consolidated Schedules and appendices to it, and a completed and signed Call-Off Form, as may be amended by the Parties in accordance herewith;
“Consolidated Contract Boards”	means the Governance Boards described as such in Paragraph 3.1 of Consolidated Schedule 15 (Governance);
“Continual Service Improvement” or “CSI”	means the Contractor’s support for, and contribution to, the ISS ITIL Process Continual Service Improvement, as performed on the Services, as described in Paragraph 2.10.4 of Part B to Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Continuous Change”	means any Contract Change which is not an Emergency Contract Change;
“Contract Annual Account”	has the meaning given to it in Paragraph 8.1 of Consolidated Schedule 10 (Financial Model);
“Contract Change”	means, subject to the immediately following sentence: (i) any change to the terms of this Consolidated Contract (including the addition or modification of existing Services, or the addition of new Service Levels or the modification of existing Service Levels); or (ii)

	any change(s) to the Services which does not fall within (i), which, if implemented, could result in a reduction or increase in the volume of the Services which may result in a Price Review, but in all cases excluding any PSN Change. Neither a change to a Project Milestone nor to the Procurement Plan shall be considered a Contract Change;
“Contract Change Margin”	means the level of Profit (excluding any Revenue and Allowable Costs associated with Pass Through Assets) as a percentage of Revenue (excluding any Revenue associated with Pass Through Assets) that the Contractor is planning to achieve over the course of the Initial Term and Extension Periods, respectively, as shown in the Base Case Financial Model’s Output Sheets. The Contract Change Margin shall be 6.8121% for the Initial Term, 22.9385% for any initial Extension Period and 22.4635% for any subsequent Extension Period;
“Contract Change Note” or “CCN”	means a written record of a Contract Change, substantially in the form set out in Appendix 1 to Consolidated Schedule 16 (Contract Change Procedure);
“Contract Change Procedure”	means the procedure for making Contract Changes, as set out in Consolidated Schedule 16 (Contract Change Procedure);
“Contract Change Request”	has the meaning given to it in Paragraph 3 (Right to Request Contract Changes) of Consolidated Schedule 16 (Contract Change Procedure);
“Contract Date”	means the date on which this Consolidated Contract is signed by both Parties;
“Contract Performance Point” or “CPP”	means: <ul style="list-style-type: none"> (a) in respect of a Service, the Milestone Date after the relevant ATP Milestone Date on which the Contractor has demonstrated to the Customer Authority that the Transitioned Service or Migrated Service (as applicable) and relevant elements of the Contractor Solution are working satisfactorily in their operating environment(s) which is signified by the grant of an Unconditional Milestone Achievement Certificate by the Customer Authority for the Milestone relating to the relevant Service which is recorded as being linked to CPP in the Implementation Plan; and (b) in respect of Implementation, the Milestone Date on which the Contractor has demonstrated to the Customer Authority that Migration has been completed and that all the Services and relevant elements of the Contractor Solution are working satisfactorily in their operating environment(s), which is signified by the grant of an Unconditional Milestone Achievement Certificate by the Customer Authority for Milestone number 19: Overall Implementation Acceptance Date which is recorded as being linked to CPP in the Implementation Plan;
“Contract Year”	means a period of twelve (12) months (or shorter period in the

	period immediately prior to the end of the Term) commencing on the Contract Date or on an anniversary of the Contract Date;
“Contracting Authority”	means any contracting authority as defined in the Regulations, which for the purpose of this Consolidated Contract, will be any contracting authority other than the Customer Authority;
“Contractor”	means the contractor specified in the preamble to the Call-Off Form and this Consolidated Contract;
“Contractor Equipment”	means the hardware, computer and telecoms devices and equipment supplied by the Contractor or its Sub-contractors (but not hired, leased or loaned from, or made available by, the Customer Authority) for the provision of the Services;
“Contractor IPR”	means all Intellectual Property Rights for use in connection with this Consolidated Contract other than Contractor Third Party IPR, Customer Authority Third Party IPR and Customer Authority IPR;
“Contractor Material”	means the Contractor Software together with the Documentation relating to the Contractor Software;
“Contractor OSS” or “OSS”	means the operational support computer system which the Contractor uses to manage the Customer Authority’s computer networks in conjunction with the Customer Authority OSS and the Customer Authority OSM OSS;
“Contractor Personnel”	means all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor used by the Contractor to provide the Services or otherwise fulfil the Contractor’s obligations under this Consolidated Contract and “Contractor Person” shall be construed accordingly;
“Contractor Premises”	means premises owned, leased, controlled or occupied by the Contractor or its Affiliates which are used or will be used by the Contractor or its Sub-contractors for provision of the Services (or any of them) on the terms set out in this Consolidated Contract or any separate agreement or licence;
“Contractor’s Reporting Facility”	means the systems and processes used by the Contractor to produce and deliver Reports;
“Contractor Representative”	means the representative appointed by the Contractor pursuant to Clause 19.1 (Representatives) of this Consolidated Contract and named in Consolidated Schedule 17 (Representatives and Key Personnel) as the Contractor Representative, as may be changed from time to time by the Contractor in accordance with Clause 19.2 (Representatives) of this Consolidated Contract;
“Contractor Service Descriptions”	means the descriptions of the Services set out in Part B (Contractor Service Descriptions) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions), including the Contractor Solution;
“Contractor Service Desk”	means the service desk provided by the Contractor in accordance with the ISS ITIL Processes, which shall function as a single point of

	contact to log, monitor and escalate Incidents, Problems and resolutions, supporting communication between the Contractor and the Customer Authority and which shall act as a resolver group for the Customer Authority OSM, the GOSCC and Customer Authority Authorised Users (including by providing second and third line support for the resolution of Incidents and Problems);
“Contractor Software”	means software that is proprietary to the Contractor or any Affiliate of the Contractor;
“Contractor Solution”	means the Contractor’s solution, as set out in Part B (Contractor Service Descriptions) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Contractor System”	means the ICT system used by the Contractor in performing the Services including the Software, the Contractor Equipment and related cabling (but excluding the Customer Authority System);
“Contractor Third Party IPR”	means all Intellectual Property Rights for use in connection with this Consolidated Contract (other than Customer Authority IPR and Customer Authority Third Party IPR), which are owned by a third party;
“Contractor’s Call-Off Service Catalogue”	means the electronic catalogue setting out the Services and associated prices, as may be updated by the Parties in accordance with this Consolidated Contract;
“Contractor’s Confidential Information”	means any information, which has been designated as confidential by the Contractor in writing or that ought reasonably to be considered as confidential information, however it is conveyed, including information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Contractor, including IPR and Documentation which is proprietary to the Contractor and its Sub-contractors, together with all information clearly designated as being confidential (whether or not it is marked as “confidential”) and Commercially Sensitive Information, but in all cases excluding the Customer Authority’s Confidential Information;
“Contractor’s Data Centre”	means the secure Contractor Premises in which the Contractor keeps and operates the infrastructure that it uses to provide the Services;
“Contractor’s Final Staff List”	means the list of all employees wholly or mainly assigned to the provision of the Services or any relevant part of the Services which is ceasing to be provided by the Contractor at the Termination Transfer Date;
“Contractor’s Outline Implementation Plan”	means the draft Detailed Implementation Plan prepared by the Contractor and set out in Appendix 4 (Contractor’s Outline Implementation Plan) to Schedule 2 (Implementation Plan);
“Contractor’s Proposals”	has the meaning given to it in Paragraph 6.5.3 of Consolidated Schedule 22 (Business Continuity and Disaster Recovery Provisions);

“Contractor’s Provisional Staff List”	means a list prepared and updated by the Contractor of all employees who are wholly or mainly assigned as at the date of such list to the provision of the Services or any relevant part of the Services which it is envisaged will no longer be provided by the Contractor;
“Contractor’s Response to the ITQ”	means all documents submitted by the Contractor, prior to the Contract Date, in response to the ITQ;
“Control”	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “ Controls ” and “ Controlled ” shall be interpreted accordingly;
“Conviction”	means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding-over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to the Safeguarding Vulnerable Groups Act 2006;
“Core Capability Charge Service Elements”	has the meaning given to it in Paragraph 10.1 of Consolidated Schedule 9 (Charges and Invoicing);
“Core Conferencing Service”	has the meaning given to it in Paragraph 6.2 (Core Conferencing Service) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Core Encryption Capability”	has the meaning given to it in Paragraph 10.2.2 (Core Encryption Capability) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Core Mobile Capability”	has the meaning given to it in Paragraph 9.2.1 (Core Mobile Capability) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Core Mobile Service”	has the meaning given to it in Paragraph 9.2 (Core Mobile Service) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Core Voice Capability”	has the meaning given to it in Paragraph 5.2.4 (Core Voice Capability) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Correction Plan”	means the Contractor’s plan for the remediation of any: <ul style="list-style-type: none"> (a) Test Issues, failure to Achieve a Milestone or the resolution of any non-conformities in any Deliverable to be agreed in accordance with Clause 5 (Implementation Delays - General Provisions) of this Consolidated Contract; or (b) Service Failure in accordance with Clause 7 (Service Levels, Performance Monitoring and Warning Notices) of this

	Consolidated Contract;
“CPE”	means an End User Device;
“Crisis Notice”	has the meaning given to it in Paragraph 2.2 of Consolidated Schedule 32 (Measures in a Crisis);
“Critical Functional Processes”	has the meaning given to it in Paragraph 9.3.1 of Consolidated Schedule 22 (Business Continuity and Disaster Recovery Provisions);
“Critical Service Failure”	<p>means for the Contractor System, a Service and/or Service Element, either:</p> <p>(a) one or more of the following has occurred:</p> <ul style="list-style-type: none"> (i) a Cumulative Critical Service Failure in relation to the Instance Service Levels; (ii) a Cumulative Critical Service Failure in relation to the Site Service Levels; (iii) the Achieved Service Level relating to a Network Service Level has fallen to or below its associated Service Failure Threshold; or (iv) the Achieved Service Level relating to an Aggregate Site Service Level has fallen to or below its associated Service Failure Threshold; or <p>(b) one or more of the following has occurred:</p> <ul style="list-style-type: none"> (i) in each of three (3) or more consecutive Service Measurement Periods, a Cumulative Service Failure occurs in relation to Site Service Levels; (ii) in each of three (3) or more consecutive Service Measurement Periods, a Cumulative Service Failure occurs in relation to Instance Service Levels; (iii) there is a Repeat Failure count of two (2) or more in relation to a Network Service Level; or (iv) there is a Repeat Failure count of two (2) or more in relation to an Aggregated Site Service Level;
“Crown Body”	any department, office or agency of the Crown;
“Crypto Authorisation”	has the meaning given to it JSP490;
“Cryptographic Service for Defence” or “CSD”	means the Customer Authority’s appointed body responsible for implementing national cryptographic security policy. The organisation manages and supports organisation for all cryptosystems and carries out the full range of cryptographic security functions;
“Cryptomaterial”	has the meaning given to it JSP490;
“Cumulative Critical Service Failure”	<p>means:</p> <p>(a) where thirty percent (30%) or more of the Achieved Service Levels for Site Service Levels, as applied for each Customer Authority Site, are lower than the applicable Service Failure</p>

	<p>Threshold; or</p> <p>(b) where thirty percent (30%) or more of the Achieved Service Levels for Instance Service Levels, as applied for each Service Instance, are lower than the applicable Service Failure Threshold,</p> <p>such that where, for the same Site Service Level or Instance Service Level, the Achieved Service Level is lower than the Service Failure Threshold for more than one Customer Authority Site or Service Instance (as the case may be), then each such failure shall be counted separately for the purposes of calculating the percentages at (a) and (b) above;</p>
“Cumulative Service Failure”	<p>means:</p> <p>(a) where thirty percent (30%) or more of all Site Service Levels are not met; or</p> <p>(b) where thirty percent (30%) or more of all Instance Service Levels, are not met,</p> <p>such that where the same Site Service Level or Instance Service Level is not met in relation to more than one Customer Authority Site or Service Instance (as the case may be), then each such failure shall be counted separately for the purposes of calculating the percentages at (a) and (b) above;</p>
“Customer”	<p>means the Framework Authority and any other contracting bodies described in the PSN Services OJEU and listed in Regulation 3 of the Regulations, including Direct Customers and Indirect Customers (but excluding the Customer Authority);</p>
“Customer Authority”	<p>means the contracting authority specified in the preamble to the Call-off Form and this Consolidated Contract;</p>
“Customer Authority Active Directory Federation Services”	<p>means the Customer Authority’s system that provides single sign-on access to a range of systems and applications and is provided by Microsoft’s Active Directory Federation Services software component;</p>
“Customer Authority Assets”	<p>means the Exclusive Assets, the Customer Authority Data, the specially written materials, the Customer Authority infrastructure (including ICT), the Customer Authority IPR and any other data materials, Documentation, information, programs, codes, software, assets, equipment (including the Customer Authority Equipment) or other property owned by or licensed to the Customer Authority and which is or may be used by the Contractor in connection with the provision or receipt of the Services;</p>
“Customer Authority Authorised User”	<p>means in respect of an element of the Service, a user that the Customer Authority has notified the Contractor is authorised to use that element of the Service. Such authorisation may be given, revoked or reinstated any time by the Customer Authority on notice from time to time;</p>
“Customer Authority	<p>means a failure or delay by the Customer Authority in the</p>

Cause	performance of a Customer Authority Dependency (unless caused or contributed to by the Contractor and/or any Sub-contractor, whether under this Consolidated Contract or directly or as sub-contractor under any other PSN Services Call-Off Contract, or as the result of any act or omission by the Customer Authority to which the Contractor has given its prior consent). Customer Authority Cause shall not include any exercise by the Customer Authority of its rights under this Consolidated Contract or the consequences of such action;
“Customer Authority Commercial Manager”	means the representative or representatives appointed by the Customer Authority as the Customer Authority Commercial Manager, as may be changed from time to time by the Customer Authority and notified to the Contractor;
“Customer Authority’s Confidential Information”	means all Customer Authority Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Customer Authority, including all IPR, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked “confidential”) or which ought reasonably to be considered to be confidential in accordance with the GSC;
“Customer Authority Critical Sites”	has the meaning given to it in Paragraph 2.1.7(iii)(b) of Consolidated Schedule 2 (Implementation Plan);
“Customer Authority Data”	means: (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 (including Documentation), and which are (i) supplied to the Contractor by or on behalf of the Customer Authority; or (ii) which the Contractor is required to generate, Process or store pursuant to this Consolidated Contract; or (b) any Customer Authority Personal Data for which the Customer Authority is the Data Controller;
“Customer Authority Dependencies”	means those activities specified in the table at Paragraph 2 (Customer Authority Dependencies) of Consolidated Schedule 8 (Customer Authority Dependencies). The list of Customer Authority Dependencies set out in that table is exhaustive and shall not be amended, except through the Contract Change Procedure;
“Customer Authority Equipment”	means the hardware, computer and telecoms devices and equipment supplied, or made available, by or on behalf of the Customer Authority for the provision of the Services, including the Legacy Equipment;
“Customer Authority IPR”	means: (a) all Intellectual Property Rights, made available by the Customer Authority to the Contractor or any Sub-

	<p>contractor(s) for use in connection with this Consolidated Contract (other than the Customer Authority Third Party IPR);</p> <p>(b) Designated IPR; and</p> <p>(c) Customer Authority Data (including any IPR subsisting in or otherwise protecting the same);</p>
“Customer Authority Materials”	<p>means: (i) the Customer Authority Data; and (ii) any materials, Documentation, information, programs and codes supplied by the Customer Authority to the Contractor, the IPR in which:</p> <p>(a) are owned or used by or on behalf of the Customer 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 Contractor Material and Third Party Materials;</p>
“Customer Authority Numbering Plan”	<p>means the telephone dialling information (i.e. telephone number(s)) to be used in order to reach the desired destination within the Closed Network, as may be amended by the Customer Authority from time to time;</p>
“Customer Authority OSM”	<p>means the operational service management function of the Customer Authority which provides service management, processes, and operational activities that will facilitate the end-to-end integration and delivery of services being provided to the Customer Authority, through supporting communication between the Contractor and the Customer Authority (whether outsourced to one or more Customer Authority Third Parties or otherwise):</p> <p>(a) to which End Users will direct queries; and</p> <p>(b) that will liaise with the Contractor Service Desk in relation to fault, Incident Management and Problem Management reporting and resolutions for the Services;</p>
“Customer Authority OSM OSS”	<p>means the Customer Authority OSM’s operational support computer system which the Customer Authority OSM uses to manage the Customer Authority’s computer networks, in conjunction with the Customer Authority OSS and the Contractor OSS;</p>
“Customer Authority OSM Service Management Tooling”	<p>means the software tooling and processes used by the Customer Authority OSM;</p>
“Customer Authority OSS”	<p>means the Customer Authority OSM OSS;</p>
“Customer Authority Personal Data”	<p>has the meaning given to it in Clause 32.1 (Protection of Personal Data) of this Consolidated Contract;</p>
“Customer Authority Premises”	<p>means premises owned, controlled or occupied by the Customer Authority, an Indirect Customer or its Affiliates which are made available for use by the Contractor or its Sub-contractors for</p>

	provision of the Services (or any of them) on the terms set out in this Consolidated Contract or any separate agreement or licence, including all of the Customer Authority Sites;
“Customer Authority Project Manager”	means the representative or representatives appointed by the Customer Authority as the Customer Authority Project Manager, as may be changed from time to time by the Customer Authority and notified to the Contractor;
“Customer Authority Representative”	means the representative or representatives appointed by the Customer Authority as the Customer Authority Representative, as may be changed from time to time by the Customer Authority and notified to the Contractor;
“Customer Authority Service Management Documentation”	has the meaning given to it in Paragraph 2.1.6(ii) of Consolidated Schedule 2 (Implementation);
“Customer Authority Sites”	means those Customer Authority Premises to which a Contractor System, Service and/or Service Element is provided. Customer Authority Sites may include sites and premises of the Indirect Customers, as well as maritime platforms and residential premises;
“Customer Authority System”	means the Customer Authority’s computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Customer Authority or the Contractor in connection with this Consolidated Contract which is owned by the Customer Authority or licensed to the Customer Authority by a third party and which interfaces with the Contractor System or which is necessary for the Customer Authority to receive the Services;
“Customer Authority Third Party”	has the meaning given to it in Clause 9.1 (Dealing with Third Parties) of this Consolidated Contract, and “Customer Authority Third Parties” shall be construed accordingly;
“Customer Authority Third Party IPR”	means any Intellectual Property Rights made available by the Customer Authority to the Contractor for use in connection with this Consolidated Contract, which are owned by a third party;
“Customer Environment”	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
“Customer Portal”	means the End User Customer Portal as defined in the ISS Service Management Framework 20 January 2014;
“Data Backup Strategy”	has the meaning given to it in Paragraph 9.11 of Consolidated Schedule 22 (Business Continuity and Disaster Recovery Provisions);
“Data Controller”	has the meaning given to it in the Data Protection Act 1998;
“Data Loss Prevention”	means a strategy for ensuring that End Users do not send sensitive or critical information outside the Customer Authority’s network;
“Data Processor”	has the meaning given to it in the Data Protection Act 1998;
“Data Protection”	means the Data Protection Act 1998, the EU Data Protection

Legislation	Directive 95/46/EC, 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 laws and regulations relating to processing of personal data and privacy, including where applicable any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation, and any applicable laws and regulations implementing the draft General Data Protection Regulation approved by the LIBE Committee of the European Parliament on 21 October 2013;
“Data Subject”	has the meaning given to it in the Data Protection Act 1998;
“Database Manager”	means a subsystem of the Genband EXPERiUS Application Server;
“Date Compliant”	means that no previous or future date change has had or will have any adverse impact on the performance or functionality of the Services, Contractor System and/or Assets;
“DCNS”	has the meaning given to it in Recital (A) of this Consolidated Contract;
“DCNS Enterprise Security Policies”	means those of the Standards referred to in Consolidated Schedule 6 (Standards) as being a DCNS Enterprise Security Policy;
“Deed of Understanding” or “DoU”	means the agreements of the same title between a candidate GCNSP or a GCN Service Provider and the Cabinet Office in relation to the provision of GCN Services;
“Default”	means any breach of the obligations of the relevant Party (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or sub-contractors in connection with or in relation to the subject matter of this Consolidated Contract and in respect of which such Party is liable to the other. In no event shall a failure or delay in the delivery of a Customer Authority Dependency or an activity to be carried out by the Customer Authority, Indirect Customers or their representatives in accordance with the Standards be considered a Default;
“DEFCON 659”	means the Standard identified as such in Consolidated Schedule 6 (Standards);
“Defence”	means the Customer Authority, Indirect Customers, any bodies managed by the Customer Authority and the enterprises undertaken by the Customer Authority, Indirect Customers and such bodies;
“Defence Crisis Management Centre” or “DCMC”	means a dedicated emergency operations centre that remains in a constant state of readiness to be used by the Customer Authority and other parts of Her Majesty’s Government in response to particular national emergencies;
“Defence Crisis	has the meaning given to it in Paragraph 5.4 (DCMC Capability) of

Management Centre Capability” or “DCMC Capability”	Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Defence Lines of Development”	means the criteria used by the Customer Authority to analyse its operational capabilities, being training, equipment, personnel, information, concepts and doctrine, organisation, infrastructure and logistics – each of which must be considered in light of the overarching theme of interoperability;
“Definitive Media Library”	means a secure electronic repository in which the definitive, authorised versions of software media relating to the Services are stored and protected in accordance with the Standards;
“Delay”	means the period of time by which the implementation of the Services by reference to the Implementation Plan is delayed arising from a failure to Achieve a Milestone and/or Test and any other delay in performing any of the Contractor’s obligations under this Consolidated Contract;
“Deliverable”	means an item, feature or service associated with the provision of the Services or a change in the provision of the Services which is required to be delivered by the Contractor at a Milestone Date or at any other stage during the performance of this Consolidated Contract;
“Delivered Items”	has the meaning given to it in Clause 30.4.1 (Intellectual Property Rights) of this Consolidated Contract;
“Delivery Confirmation”	means a confirmation by the Customer Authority or the Customer Authority OSM (in accordance with the ISS ITIL Processes) that the relevant Service or Service Element has been delivered satisfactorily. The issuance of a Delivery Confirmation shall be without prejudice to any of the Customer Authority’s rights under this Consolidated Contract and, without limitation, any failure to identify a failure to complete a Service or Service Element shall not preclude the Customer Authority from requiring such Service or Service Element to be fully completed at a later stage or relieve the Contractor from its obligation to provide the Services;
“Deployed Conference Terminal (including screen)”	has the meaning given to it in Paragraph 6.4.2(ii) (Deployed Conference Terminal (including screen)) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Designated IPR”	has the meaning given to it in Clause 30.2.4 (Intellectual Property Rights) of this Consolidated Contract;
“Detailed Exit Plan”	has the meaning given to it in Paragraph 3.1.19 of Appendix 1 (Exit Management Plan Product Description) to Consolidated Schedule 20 (Exit Management);
“Detailed Implementation Plan”	means the plan described as such and developed in accordance with Clause 3 (Implementation Plan) of this Consolidated Contract and Consolidated Schedule 2 (Implementation Plan);
“Developed Vetting”	means the type and level of Customer Authority security clearance

Clearance	required from time to time by Contractor Personnel to carry out tasks requiring long-term, frequent or uncontrolled access to TOP SECRET materials;
“DfE”	means the Her Majesty’s Government’s Department for Education;
“Direct Customer”	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
“Direct Dial In” or “DDI”	has the meaning given to it in Paragraph 5.7.2 (Direct Dial In (DDI)) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Direct Exchange Line” or “DEL”	has the meaning given to it in Paragraph 5.7.3 (Direct Exchange Line (DEL)) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Direct Network Service”	means a PSN Compliant network with direct connectivity to the GCN;
“Directory Enquiry Call”	has the meaning given to it in Paragraph 7.2.2(ii)(b) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Directory Enquiry Database”	has the meaning given to it in Paragraph 7.2.2(ii)(a) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Directory Enquiry Service”	has the meaning given to it in Paragraph 7.2.2(ii) (Directory Enquiry Service) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Disaster”	means the occurrence of one (1) or more events which, either separately or cumulatively mean, or which the Customer Authority reasonably anticipates will mean, that the Services, or a material part of them, will be unavailable for a period of three (3) hours or more;
“Disaster Recovery”	means the process of restoration of the Services (or any part thereof) by the provision of the Disaster Recovery Services;
“Disaster Recovery Plan”	has the meaning given to it in Paragraph 5.8.3 of Consolidated Schedule 22 (Business Continuity and Disaster Recovery Provisions);
“Disaster Recovery Services”	means the disaster recovery and/or business continuity services (as the context may require) to be provided by the Contractor pursuant to Consolidated Schedule 22 (Business Continuity and Disaster Recovery Provisions);
“Disaster Recovery System”	means the system identified by the Contractor in the Contractor Solution which shall be used for the purpose of delivering the Disaster Recovery Service;
“Dispute”	means any dispute, difference or question of interpretation arising out of or in connection with this Consolidated Contract, including any dispute, difference or question of interpretation relating to the

	Services, failure to agree in accordance with the Contract Change Procedure or any matter where this Consolidated Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
“Dispute Resolution Plan”	has the meaning given to it in Paragraph 10.7 of Consolidated Schedule 23 (Dispute Resolution Procedure);
“Dispute Resolution Procedure”	has the meaning given to it in Paragraph 1.2.1 of Consolidated Schedule 23 (Dispute Resolution Procedure);
“Dispute Resolution Proposal”	has the meaning given to it in Paragraph 10.3.2 of Consolidated Schedule 23 (Dispute Resolution Procedure);
“Dispute Resolution Timetable”	means the timetable for the resolution of Disputes, as set out in Consolidated Schedule 23 (Dispute Resolution Procedure) and any applicable Dispute Resolution Plan;
“Disputed Amount”	has the meaning given to it in Clause 13.4.1 (Charges, Invoicing and Management Information) of this Consolidated Contract;
“DNIS”	means dialled number identity service;
“Documentation”	means descriptions of the Services and Service Levels, technical specifications, user manuals, operating manuals, process definitions and procedures, and all such other documentation as: <ul style="list-style-type: none"> (a) is required to be supplied by the Contractor to the Customer Authority under this Consolidated Contract; (b) is required by the Contractor in order to provide the Services; or (c) has been or shall be generated for the purpose of providing the Services;
“Downtime”	means in respect of a Customer Authority Site, the time(s) within the Agreed Service Time when the Contractor System, a Service and/or Service Element are not Available for use by End Users located at that Customer Authority Site;
“Draft Benchmarking Plan”	has the meaning given to it in Paragraph 3.13 of Consolidated Schedule 11 (Value for Money);
“Draft Test Issue Criteria”	has the meaning given to it in Paragraph 4.2.12 of Consolidated Schedule 19 (Testing Procedures);
“Effective Date”	means such date as notified to the Contractor by the Customer Authority in writing, not to be earlier than 6 September 2015 or later than 7 October 2015;
“Elite”	means Avaya’s brand name software for automatic call distribution;
“EMC Service Assurance Suite” or “SAS”	means the EMC Service Assurance Suite software that the Contractor uses for IT operations management of physical and virtual networks, storage and services, as part of its provision of the Services;
“Emergency Call”	means a call from an End User for the purposes of requesting

	response from the emergency services;
“Emergency Call Handling Capability”	has the meaning given to it in Paragraph 7.2.3 (Emergency Call Handling Capability) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Emergency Change Advisory Board” or “ECAB”	has meaning given to it in the ISS Service Management Framework (section 4.3.2) and the ISS ITIL <i>Process Change Management</i> ;
“Emergency Contract Change”	means any: <ul style="list-style-type: none"> (a) change to a Milestone Date; or (b) Contract Change that the Customer Authority requires to be introduced as soon as possible, including in order to address or fulfil an urgent operational requirement;
“Emergency Forward Work Schedule Amendment”	means an amendment to the Forward Work Schedule proposed by the Contractor (acting in accordance with Good Industry Practice) in order to mitigate any delay or adverse impact on the Customer Authority that may be caused by reason of a delay or non-fulfilment, or anticipated delay or non-fulfilment of a Customer Authority Dependency. Such amendments shall include, as appropriate, revised dates for re-visiting a Customer Authority Site that the Contractor has not been able to gain access to, as well as revised (and potentially earlier) dates for visiting, and carrying out work at, other Customer Authority Sites in order to optimise use of the Contractor’s resources and time;
“Emergency Plan”	means a plan that describes the process to be followed in the event of an emergency for that Customer Authority Site;
“Employee Liabilities”	means all claims, including claims for redundancy payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal compensation, compensation for sex, race, disability, sexual orientation, religion or belief or age discrimination, claims for equal pay, compensation for less favourable treatment of part-time workers or fixed term employees, and any claims (whether in tort, contract or statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation 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), and any legal costs and expenses, (and “Employment Liabilities” and cognate terms shall be construed accordingly);
“Employers Liability Insurance”	means insurance that indemnifies the Contractor in respect of all sums which the Contractor shall become legally liable for in respect of death and bodily injury to employees arising out of the course of their employment;
“Employment”	means in the UK, the Transfer of Undertakings (Protection of

Regulations	Employment) Regulations 2006 (SI 2006/246) (or any regulations they replaced) as amended or replaced, and in other countries in Europe, the Acquired Rights Directive as implemented and enacted into the domestic laws of each country, including without limitation section 613a of the German Civil Code and in Cyprus the Law for safeguarding the employee's rights in the event of transfers of undertakings or parts of an undertaking or business;
"Encryption Service"	means the encryption service, as more particularly described in Paragraph 10 (Encryption Service) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
"Encryption Service MAC"	has the meaning given to it in Paragraph 10.3 (MACs) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
"End User"	means an individual who uses a Service;
"End User Device"	means equipment used by End Users to make telephone calls or transfer data to other End Users;
"End User Profile"	has the meaning given to it in Table 1 (Core Voice Capability – Service Components) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
"Enghouse Interactive Media Gateway Application"	means the suite of products provided by Enghouse to deliver the OAS;
"Enquiry Call"	has the meaning given to it in Table 2 (Core Voice Capability – Service Features) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
"Environmental Information Regulations"	means the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such regulations;
"Equipment"	means the Customer Authority Equipment and the Contractor Equipment;
"Equivalent Services Data"	has the meaning given to it in Paragraph 3.22 of Consolidated Schedule 11 (Value for Money);
"Ethical Walls"	has the meaning given to it in Paragraph 1.1 of Appendix 2 (Ethical Walls Requirements) to Consolidated Schedule 20 (Exit Management);
"Ethical Walls Requirements"	means the requirements set out in Appendix 2 (Ethical Walls Requirements) to Consolidated Schedule 20 (Exit Management);
"Ethical Walls Start Date"	has the meaning given to it in Paragraph 3.2.1 of Consolidated Schedule 20 (Exit Management);
"Euro Compliant"	means that: (a) the introduction of the euro within any part of the UK shall not affect the performance or functionality of any relevant

	<p>items nor cause such items to malfunction, end abruptly, provide invalid results or adversely affect the Customer Authority's business;</p> <p>(b) all currency-reliant and currency-related functions (including all calculations concerning financial data) of any relevant items enable the introduction and operation of the euro; and</p> <p>(c) in particular each and every relevant item shall, to the extent it performs or relies upon currency-related functions (including all calculations concerning financial data):</p> <ul style="list-style-type: none"> (i) be able to perform all such functions in any number of currencies and/or in euros; (ii) during any transition phase applicable to the UK, be able to deal with multiple currencies and in relation to the euro and the national currency of UK dual denominations; (iii) recognise, accept, display and print all the euro currency symbols and alphanumeric codes which may be adopted by any government and other European Union body in relation to the euro; (iv) incorporate protocols for dealing with rounding and currency conversion; (v) recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the national currency of the UK and/or the euro; and (vi) permit the input of data in euro and display an outcome in euro where such data, supporting the Customer Authority's normal business practices, operates in euro and/or the national currency of the UK;
"Event Management Threshold"	means limits imposed on Service Management Events, in relation to the Services, as agreed with the Customer Authority from time to time, in order to meet or exceed the Customer Authority's operational requirements pursuant to the ISS ITIL Processes;
"Evidence"	has the meaning given to it in Paragraph 10.3.1 of Consolidated Schedule 23 (Dispute Resolution Procedure);
"Excess Profit"	shall be calculated in accordance with Paragraph 3.3 of Consolidated Schedule 12 (Excess Profit Sharing);
"Excess Profit Share"	means the Customer Authority's percentage share of the Excess Profit, calculated in accordance with Paragraph 3.3 of, and as set out in the Excess Profit Sharing Table at, Appendix 1 (Excess Profit Sharing Table) to Consolidated Schedule 12 (Excess Profit Sharing);
"Excess Profit Share Calculations"	means the calculations prepared by the Contractor, in accordance with Paragraph 3 and the worked example set out at Appendix 2 (Worked Example of Excess Profit Share Calculations) to

	Consolidated Schedule 12 (Excess Profit Sharing);
“Excess Profit Share Notice”	has the meaning given to it in Paragraph 5.1 of Consolidated Schedule 12 (Excess Profit Sharing);
“Excess Profit Sharing Table”	means the table showing the Excess Profit Share as set out in Appendix 1 (Excess Profit Sharing Table) to Consolidated Schedule 12 (Excess Profit Sharing);
“Excluded Costs”	has the meaning given to it in Paragraph 3.4 of Consolidated Schedule 10 (Financial Model);
“Exclusive Assets”	means those Assets which are used exclusively in the provision of the Services, including Exclusive Equipment;
“Exclusive Equipment”	means Equipment which (at the time at which it is first deployed in the provision of the Services) is to be used only for providing the Services, including on-site Equipment and any other Equipment listed in Consolidated Schedule 25 (Customer Authority Equipment and Exclusive Equipment);
“Exclusive Rights and Materials”	means all Exclusive Assets excluding the Exclusive Equipment;
“Exit Assistance”	means the activities described in Paragraph 6.6 of Consolidated Schedule 20 (Exit Management);
“Exit Information Audit”	has the meaning given to it in Clause 22.4 of this Consolidated Contract;
“Exit Management”	means the obligations and rights of the respective Parties pertaining to managing a smooth transition from the provision of the Services by the Contractor to the provision of Replacement Services by the Customer Authority or any Replacement Contractor, all as set out in Consolidated Schedule 20 (Exit Management);
“Exit Management Information”	means all of the information specified in Appendix 3 (Re-procurement Information and Exit Management Information) to Consolidated Schedule 14 (Performance Monitoring and Reporting);
“Exit Management Plan”	means a plan which meets the description given in Paragraph 3.1 of Appendix 1 (Exit Management Plan Product Description) to Consolidated Schedule 20 (Exit Management), and shall include the Detailed Exit Plan;
“Exit Management Plan Product Description”	means the product description for the Exit Management Plan which is set out in Appendix 1 (Exit Management Plan Product Description) to Consolidated Schedule 20 (Exit Management);
“Exit Manager”	means the person appointed by the Contractor pursuant to Paragraph 5 (Appointment of Exit Manager) of Consolidated Schedule 20 (Exit Management) for managing the Parties’ respective obligations under that Schedule;
“Exit Period”	means in respect of any actual or anticipated expiry or termination of all or part of this Consolidated Contract or a Service, a period commencing and ending in accordance with Paragraphs 6.2 and 6.3

	of Consolidated Schedule 20 (Exit Management);
“Exit Plan(s)”	means the Exit Management Plan and all Specific Exit Plans, and “Exit Plan” means any one of them;
“Expert”	means the person appointed by the Parties in accordance with Paragraph 5.2 of Consolidated Schedule 23 (Dispute Resolution Procedure);
“Extension Period”	means a period by which the Customer Authority may extend the Initial Term of this Consolidated Contract and which will be up to two (2) one-year periods, by serving no less than three (3) months’ written notice to the Contractor prior to the expiry of the Initial Term of this Consolidated Contract or first Extension Period as the case may be, as set out in Clause 46.2 of this Consolidated Contract;
“External Auditor”	means an auditor that has been appointed by the Parties in accordance with Paragraph 8.2 of Consolidated Schedule 10 (Financial Model), and that is not: <ul style="list-style-type: none"> (a) a member of the Contractor’s Group; or (b) an Affiliate, subsidiary or advisor to a member of the Contractor’s Group;
“External Network(s)”	means any networks which are not the Customer Authority’s Closed Network;
“Factory Acceptance Testing” or “FAT”	means the Contractor’s final testing phase of a Service, Service Element or Deliverable within the Contractor’s environment prior to release of such Service, Service Element or Deliverable to the Customer Authority;
“Fair and Reasonable”	means: <ul style="list-style-type: none"> (a) for historical periods, a true and fair view; and (b) for forecasted periods, that any forecasts: <ul style="list-style-type: none"> (i) have been properly compiled and constructed in accordance with the Consolidated Contract; (ii) are in conformity with the requirements of the Consolidated Contract; (iii) accurately and consistently reflect the application of all assumptions, Key Assumptions and any detailed instructions included within the Financial Model; (iv) have been developed in a well-structured manner so as to materially achieve the objective that they were intended to meet; (v) supported by historical information are, for such historical information, consistent with the Contractor’s management and statutory accounts and any other documentation; and (vi) have due regard to the forecasted volumes in the Financial Model;
“Final Invoice”	has the meaning set out in Paragraph 16.2 of Consolidated

	Schedule 9 (Charges and Invoicing);
“Finance Director”	means the person who is ultimately responsible for the Contractor’s financial planning, management and reporting;
“Financial Audit”	has the meaning given to it in Clause 22.1.1 of this Consolidated Contract;
“Financial Distress Event”	means the occurrence of one (1) or more of the events listed in Paragraphs 3, 4 or 5 of Schedule 7 (Financial Distress) of the Framework Agreement;
“Financial Model”	means the Base Case Financial Model or where an Updated Financial Model exists, the most recent Updated Financial Model;
“Financial Model Output Sheets”	means the output sheets as identified in the Template Financial Model as at Appendix 1 (Template Financial Model) to Consolidated Schedule 10 (Financial Model);
“Financial Year”	means the period to 31st March following the Contract Date and thereafter the period of one (1) year beginning on 1st April and each anniversary thereof;
“First Time Fix” or “FTF”	means a fix that is applied to Resolve an Incident successfully during the first occasion on which an End User contacts the Customer Authority OSM in relation to that Incident;
“Fixed Voice Core Service”	has the meaning given to it in Paragraph 5.2.1 of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Fixed Voice Customer Authority Site”	has the meaning given to it in Paragraph 5.3.1(ii) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Fixed Voice Equipment”	means all equipment (other than End User Devices) that ensures End Users at Sites in all Fixed Voice Subscriber Domains can access and use the Fixed Voice Core Service;
“Fixed Voice Network”	means the Closed Network;
“Fixed Voice Port”	means Voice Ports used in the provision of the Fixed Voice Service;
“Fixed Voice Service”	means the fixed voice service, as more particularly described in Paragraph 5 (Fixed Voice Service) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Fixed Voice Service MAC”	has the meaning given to it in Paragraph 5.10.1 of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Fixed Voice Site Service”	has the meaning given to it in Paragraph 5.3 (Fixed Voice Site Service) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Fixed Voice Subscriber Domain”	has the meaning given to it in Paragraph 5.1.3 of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);

“FOIA”	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;
“Force Majeure Event”	means any cause affecting the performance by a Party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, riots, war or armed conflict (except in respect of specified Customer Authority Sites in certain circumstances as notified to the Contractor by the Customer Authority from time to time), acts of terrorism, acts of government, local government or Regulatory Bodies, fire, flood, storm or earthquake, or disaster but excluding (a) any industrial dispute relating to the Contractor or the Contractor Personnel and (b) any other failure by the Contractor, the Sub-contractors and its or their supply chain;
“Forward Schedule of Change”	has the meaning given to it in ISS ITIL Process <i>Change Management</i> and is an input to the Planned Maintenance Forward Schedule;
“Forward Work Schedule”	means in respect of a Customer Authority Premises, a schedule of all planned works to be carried out by the Contractor at such premises, which complies with the requirements of Clause 25 (Site Visits) of this Consolidated Contract;
“Framework Agreement”	means the PSN Services Agreement for the provision of certain services entered into by the Contractor and the Framework Authority on the date specified in the Call-Off Form;
“Framework Authority”	means the Government Procurement Service of the Cabinet Office of the Government (or any successor to it);
“Fraud”	means any offence under Law creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to this Consolidated Contract, or defrauding or attempting to defraud or conspiring to defraud the Customer Authority and/or any Customer;
“Gateway”	has the meaning given to it in Paragraph 8.2.1 of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“GCN”	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
“GCN Service Agreements”	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
“GCN Service Providers” or “GCNSP”	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
“GCN Services”	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;

“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 Contractor) or which affects or relates to a Comparable Supply;
“General Principles”	has the meaning given to it in Paragraph 5.8.1 of Part B (Development and Approval of BCDR Plan) of Consolidated Schedule 22 (Business Continuity and Disaster Recovery Provisions);
“Genview Provisioning Portal” or “GVPP”	means the Genband product which is used to provision IP Telephony devices as part of the delivery of the Services through IPT;
“Good Industry Practice”	means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;
“Good Value”	means that the Charges attributable to a Benchmarked Service are within the Twenty-fifth Percentile;
“Goods Received Note”	means a document received by the Contractor on receipt of any merchandise or assets (including any Pass Through Assets), which details the quantity of, and describes, the relevant merchandise or asset;
“GOSCC”	means the Customer Authority’s global operations and security control centre (and any successor to it);
“GOSCC Liaison”	has the meaning given to it in Paragraph 4.3 of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“GOSCC Liaison Capability”	has the meaning given to it in Appendix 3 (Charging Triggers) to Consolidated Schedule 9 (Charges and Invoicing);
“Governance Board”	means any or all of: (a) the Consolidated Contract Boards; (b) the Supply Chain Operations Board; and (c) any sub-committees and working groups established by the Consolidated Contract Boards or Supply Chain Operations Board, as the context requires;
“Governance, reporting, meetings and management Capability”	has the meaning given to it in Appendix 3 (Charging Triggers) to Consolidated Schedule 9 (Charges and Invoicing);
“Government”	means the central government of the United Kingdom;
“Government Actuary’s Department” or “GAD”	means the Her Majesty’s Government Actuary’s Department (and any successor body);
“Government Department”	means a department of the Government;
“Government”	has the meaning given to it in Schedule 1 (Definitions) of the

Procurement Service	Framework Agreement;
“GPRS”	means General Packet Radio Service;
“Group”	means the relevant entity (including any Relevant Entity), its Ultimate Holding Company and all Subsidiaries of its Ultimate Holding Company;
“Group Rollout Plan”	means Annex 4e of Appendix 4 to Consolidated Schedule 2;
“Group Voice Service”	has the meaning given to it in Paragraph 5.2.9 (Group Voice Service) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“GSC”	means the Government Security Classification Scheme (as published by Cabinet Office from time to time);
“GSM”	means Global System for Mobile;
“Guarantee”	means the guarantee entered into by the Guarantor as required by the Customer Authority in accordance with the Framework Agreement or this Consolidated Contract;
“Guarantor”	means the entity providing the Guarantee;
“Health and Safety Regime”	means the Food Safety Act 1990 (and associated regulations), the Health & Safety at Work etc. Act 1974 (and associated regulations), the Fire Precautions Act 1971, the Environmental Protection Act 1998, the Water Industry Act 1991, the Water Resources Act 1991 and any similar or analogous health, safety or environmental legislation in force from time to time;
“Heightened User”	means an End User specified by the Customer Authority as having a heightened requirement;
“Held Call”	has the meaning given to it in Table 2 (Core Voice Capability – Service Features) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“HMNB Clyde”	means Her Majesty’s Naval Base located in Clyde;
“HMNB Clyde Emergency Alert Capability”	has the meaning given to it in Paragraph 5.5 (HMNB Clyde Emergency Alert Capability) of Consolidated Schedule 3 (Service Requirements and Contractor Descriptions);
“HMNB Devonport”	means Her Majesty’s Naval Base located in Devonport;
“HMNB Portsmouth”	means Her Majesty’s Naval Base located in Portsmouth;
“Holding Company”	means a holding company as defined by sections 1159 and 1160 of the Companies Act 2006;
“HSCSD”	means high speed circuit switched data;
“HSDPA”	means high speed downlink packet access;
“Hub Site”	means a Customer Authority Site upon which other Customer Authority Sites depend in order to establish delivery of a Service or Services;

“H&S Information”	has the meaning given to it in Clause 25.5 (Site Visits) of this Consolidated Contract;
“H&S Request”	has the meaning given to it in Clause 25.5 (Site Visits) of this Consolidated Contract;
“IA” or “Information Assurance”	means the confidence that Information Systems will protect the information they handle and will function as they need to, when they need to, under the control of legitimate users;
“IA Artefacts”	means the Information Assurance artefacts listed in Paragraph 4.5 of Consolidated Schedule 7 (Security Requirements);
“ICT”	means information and communications technology;
“ICT Environment”	means the Customer Authority System and the Contractor System;
“Identified Materials”	has the meaning given to it in Paragraph 7.1.1(i) of Consolidated Schedule 20 (Exit Management);
“Identity Management Authentication”	means the management of individuals and their associated authentication, authorisation, and privileges within or across system and enterprise boundaries;
“Implementation”	means Transition and Migration together in respect of either: (i) the IUS Tower, (ii) a Service, (iii) a Service delivered at a particular Security Classification, or (iv) a Service Element, as the context dictates;
“Implementation Board”	means the Governance Board described in Paragraph 5.2 (Implementation Board) of Consolidated Schedule 15 (Governance);
“Implementation Director”	has the meaning given to it in Paragraph 8.2 of Consolidated Schedule 2 (Implementation Plan);
“Implementation Plan”	means the Outline Implementation Plan or (if and when Approved by the Customer Authority pursuant to Clause 3.5 (Implementation Plan) of this Consolidated Contract) the Detailed Implementation Plan, as updated from time to time in accordance with Consolidated Schedule 2 (Implementation Plan);
“Implementation Programme”	means the programme covering all of the activities to be, and that are, undertaken in order to achieve Implementation;
“Implementation Programme Closure”	has the meaning given to it in Paragraph 10.1 of Consolidated Schedule 2 (Implementation Plan);
“Implementation Programme Closure Certificate”	has the meaning given to it in Paragraph 10.4 of Consolidated Schedule 2 (Implementation Plan);
“Implementation Programme Closure Report”	has the meaning given to it in Paragraph 10.2 of Consolidated Schedule 2 (Implementation Plan);
“Implementation Programme Compliance Matrix”	has the meaning given to it in Paragraph 6.2.11 of Consolidated Schedule 2 (Implementation Plan);

“Implementation Programme RAID Log”	has the meaning given to it in Paragraph 9.3.2 of Consolidated Schedule 2 (Implementation Plan);
“Implementation Requirements”	has the meaning given to it in Paragraph 6.2.11(i) of Consolidated Schedule 2 (Implementation Plan);
“Incident”	means an unplanned interruption to the Contractor System, a Service and/or a Service Element or a reduction in the quality of the Contractor System, a Service and/or a Service Element, including a Service Failure, and as more fully described in the ISS ITIL Processes;
“Incident Management”	means the process of managing Incidents as set out in the ISS ITIL Processes;
“Incident Manager”	means the member or members of Contractor Personnel appointed by the Contractor, pursuant to paragraph 3.2.4 of Part B of Consolidated Schedule 3 (<i>Service Requirements and Contractor Service Descriptions</i>) and in accordance with ISS ITIL Processes;
“Incident Priority Level”	means in respect of an Incident, the priority level (0, 1, 2, 3 and 4) of that Incident, each level as more particularly described in Table 10 of Consolidated Schedule 4 (Service Levels and Related Remedies);
“Incident Record”	means a record containing the details of an Incident. Each such Incident Record documents the Lifecycle of a single Incident and is stored by the Customer Authority OSM;
“Indemnifier”	has the meaning given to it in Paragraph 8.1 of Consolidated Schedule 21 (Staff Transfer);
“Independent Auditor”	means an auditor that is not: (i) a member of the Contractor’s Group; or (ii) an Affiliate, subsidiary or advisor to a member of the Contractor’s Group, and who has relevant and recent experience of contracts of a similar scale and complexity to the Consolidated Contract;
“Indirect Customers”	means third parties to whom the Services are provided from time to time, as set out in Consolidated Schedule 28 (Indirect Customers);
“Information”	has the meaning given to it under section 84 of the FOIA;
“Information Assurance Maturity Model”	has the meaning given to it in CESG Good Practice Guide No. 40, the Information Assurance Maturity Model and Assessment Framework, Issue 1.0, May 2011;
“Information Assurance Maturity Model and Assessment Framework”	has the meaning given to it in CESG Good Practice Guide No. 40, The Information Assurance Maturity Model and Assessment Framework, Issue 1.0, May 2011;
“Information Risk Treatment Plan”	has the meaning given to it in HMG IA Standard Numbers 1 & 2, Information Risk Management, Issue: 4.0, April 2012;
“Information Security Management Plan” or “INFOSEC Management Plan” or “IMP”	means an information security management plan designed, submitted and maintained in accordance with Consolidated Schedule 7 (Security Requirements);

“Information Security Management System” or “ISMS”	means an information security management system, designed, implemented and maintained in accordance with the latest version of ISO/IEC 27001 and Consolidated Schedule 7 (Security Requirements);
“Information System”	means a system for generating, sending, receiving, storing or otherwise processing information;
“Infosec Architecture Model”	means an information security architecture model for any given service instance or architecture component that is designed, implemented and maintained in accordance with HMG IA Standard No.1 - Technical Risk Assessment, version 4.0, date 04/2012;
“Infrastructure Enablement”	means the exploration of current and future investment of the fixed and mobile infrastructure, including in respect of the Customer Authority’s estate;
“Infrastructure SIRO”	means the member of the Cabinet Office board, most likely at permanent secretary level, with responsibility for IA governance and risk ownership for the whole of the Public Services Network on behalf of Government;
“Initial Term”	means the period of five (5) years from the Effective Date;
“Insolvency Event”	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement
“Installation Design Authority” or “IDA”	has the meaning given to it in JSP 480 (Defence Manual of Regulations for the Installation of Communication and Information Systems), as amended from time to time;
“Instance Service Levels”	has the meaning given to it in Paragraph 8.1.3 of Consolidated Schedule 4 (Service Levels and Related Remedies);
“Integrated Master Schedule”	means Annexes 4c to 4f of Appendix 4 to Consolidated Schedule 2 (<i>Implementation</i>);
“Integrated User Services” or “IUS Service”	means the integrated user services, more particularly described in Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“ITEA”	means the Contractor’s integration test evaluation and acceptance activities;
“International Financial Reporting Standards”	means the international financial reporting standards within the meaning of the European Union Regulation 1606/2002;
“Intellectual Property Rights” or “IPR”	means: <ul style="list-style-type: none"> (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, service marks, logos, get-up, rights in internet domain names and website addresses and other rights in trade names, registered and unregistered designs, Know-How, trade secrets and other rights in Confidential Information; (b) any registration of and applications for registration, and the

	<p>right to apply for registration, for any of the rights listed at (a) above 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>
“Intelligent Messaging Manager” or “IMM”	means Genband’s unified communications platform “Intelligent Messaging Manager”;
“Internal Resolution”	means the internal resolution process described in Paragraph 3 (Internal Resolution) of Consolidated Schedule 23 (Dispute Resolution Procedure);
“Internet Engineering Task Force” or “IETF”	means the open standard international multi-vendor body known as the internet engineering task force, which defines standard IP operating protocols (and any successor to it);
“IP” or “Internet Protocol”	means the communications protocol known as the internet protocol;
“IP Address”	means the unique 32-bit numeric address (Internet Protocol Version 4) or 128-bit numeric address (Internet Protocol Version 6) that labels devices, such as computers, within the Network Infrastructure for the purposes of identification and location addressing;
“IP Telephony Volumes”	has the meaning given to it in Paragraph 3.12.1 of Consolidated Schedule 3 (Service Requirements and Contractor Descriptions);
“IPR Claim”	means any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR used to provide the Services or as otherwise provided by the Contractor (or to which the Contractor has provided access) to the Customer Authority in the fulfilment of its obligations but excluding any IPR which has not been supplied, created and/or developed by the Contractor and/or its Sub-contractors;
“IPR Register”	has the meaning given to it in Clause 30.1 (IPR Register) of this Consolidated Contract;
“IPT”	means the delivery of voice communications and multimedia over internet protocol networks;
“IPT Soft Client”	means a software client that enables an End User to access IPT services without the need for a physical phone;
“IP Trunked Switch”	means a switch that has its WAN capability provided by IP Trunks. IP trunked switch is a switch where IP Connectivity only extends to the PBX, not to the end user extension;
“IRO”	means an information risk officer;
“ISS” or “ISS Requirements Organisation”	means the organisation appointed by the Customer Authority which is responsible for delivering information systems and services;
“ISS Supply Chain Service Catalogue”	See ISS Supply Chain User Catalogue;

“ISS ITIL”	means the documents and policies comprising Customer Authority extension to the standard ITIL v3 20.11 Service Management Framework;
“ISS ITIL Framework”	means the Service Management framework defined by the Customer Authority in the ISS ITIL Service Management Framework 20 January 2014;
“ISS ITIL Processes”	means the processes referred to in the table set out in Paragraph 4.1 of Consolidated Schedule 6 (Standards);
“ISS Supply Chain User Catalogue”	means the services and pricing catalogue(s) that is/are provided by the Customer Authority to End Users and Indirect Customers, and potential End Users and potential Indirect Customers, to enable them to select the services that they wish to receive;
“ISSP 153”	has the meaning given to it in Clause 7.3 of this Consolidated Contract;
“ITEA Working Group”	Means the ITEA Working Group, comprising the Contractor’s Test Manager and relevant Customer Authority representatives, will be responsible for providing information on proposed Test and Acceptance plans as part of the wider approvals process;
“IT Service Continuity”	means the process of managing and assessing risks associated with all information technology in order to ensure continuity in the event of any disruption to the Services;
“IT Service Continuity Management” or “ITSCM”	means management of the processes relating to IT Service Continuity;
“IT Service Continuity Plan”	means a plan to ensure IT Service Continuity which is to be provided by the Contractor to the Customer Authority at the frequency and in the format described in Appendix 2 (ISS ITIL Processes Plans) of Consolidated Schedule 14 (Performance Monitoring and Reporting) and which complies with the ISS ITIL Processes;
“ITIL guidelines”	means the Office of Government Commerce’s IT Infrastructure Library, version 3;
“ITIL”	<p>means the IT Infrastructure Library which is a series of documents that will be used to aid the implementation of a framework for the Service Management. This customisable framework defines how Service Management is applied within an organisation.</p> <p>The five core processes are:</p> <ul style="list-style-type: none"> • Service Strategy • Service Design • Service Transition • Service Operation • Continual Service Improvement;
“ITQ”	means the Customer Authority’s invitation to quote for the provision of the Services;
“IUS Tower”	means the Services provided, and to be provided, pursuant to this

	Consolidated Contract;
“Joint Cyber Unit”	means the Customer Authority’s joint cyber unit located in the Customer Authority Site in Corsham, or any successor to it;
“Joint Risk and Issues Register”	means a risk and issues register that records risks and issues relating to all of the services delivered by the Service Delivery Supply Chain;
“JSP 375”	means the standard identified as such in Consolidated Schedule 6 (Standards);
“JSP 440”	means the standard identified as such in Consolidated Schedule 6 (Standards);
“JSP 480”	means the standard identified as such in Consolidated Schedule 6 (Standards);
“JSP 490”	means the standard identified as such in Consolidated Schedule 6 (Standards);
“JSP 541”	means the standard identified as such in Consolidated Schedule 6 (Standards);
“JSP 604”	means the standard identified as such in Consolidated Schedule 6 (Standards);
“Key Assumptions”	has the meaning given to it in Paragraph 2.1.22 of Consolidated Schedule 10 (Financial Model);
“Key Documents”	means the Documentation to be provided pursuant to Consolidated Schedule 20 (Exit Management);
“Key Milestones”	means the Milestones identified in the Outline Implementation Plan as key Milestones for the Implementation of the Services and “Key Milestone” means any one of them;
“Key Performance Indicator” or “KPI”	means a key performance indicator as defined in the ISS ITIL Processes;
“Key Personnel”	means the personnel listed in Paragraph 3 (List of Key Personnel) of Consolidated Schedule 17 (Representatives and Key Personnel);
“Key Role”	means the roles set out in Paragraph 3 (List of Key Personnel) of Consolidated Schedule 17 (Representatives and Key Personnel);
“Key Role Minimum Period”	means the minimum length of time for which Key Personnel shall remain in their Key Role, as set out in Paragraph 3.2 of Consolidated Schedule 17 (Representatives and Key Personnel);
“Key Service Design Plan(s)”	means the Capacity Plan, the Availability Plan and the IT Service Continuity Plan, and “Key Service Design Plan” means any one of these;
“Key Sub-contract”	means any contract or agreement or proposed contract or agreement between the Contractor and any Key Sub-contractor whereby that Key Sub-contractor agrees to provide to the Contractor the Services or any part thereof or facilities or services necessary 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;
“Key Sub-contractor”	<p>means:</p> <p>(a) any Sub-contractor whose Sub-contract has a value that exceeds ten (10) percent of the total Charges paid and payable during the Term (as set out in the Financial Model); or</p> <p>(b) any Sub-contractor that, in the opinion of the Customer Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services.</p> <p>A Key Sub-contractor may also be a Material Sub-contractor;</p>
“Know-How”	means industrial and commercial information and techniques, in each case, in any form, including drawings, formulae, test results, reports, processes, project reports and testing procedures, instruction and training manuals, tables of operating conditions, market forecasts, lists and particulars of customers and suppliers;
“Knowledge Articles”	means an article written by the Contractor in HTML in accordance with Good Industry Practice and the Standards, for use by the Customer Authority and the Customer Authority OSM in carrying out FTFs. Each Knowledge Article shall contain information customised by the Contractor and designed to assist a reasonably skilled person in understanding how to respond effectively to, and if possible Resolve, an Incident;
“Knowledge Incident”	means an Incident in respect of which the Contractor is required to produce a Knowledge Article pursuant to the ISS ITIL Processes;
“Knowledge Management”	means the process of managing Knowledge Incidents as set out in the ISS ITIL Processes;
“KNOX”	means a Samsung software product that provides secure management of mobile Android and iOS devices;
“Kotter Principles”	means a prescriptive 8 step model for understanding and managing change developed by John Kotter;
“Law”	means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code that has the equivalent of legal effect, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
“LCIA”	means the London Court of International Arbitration (or any successor to it);
“Legacy Equipment”	has the meaning given to it in Clause 11.2 (Equipment) of this Consolidated Contract;
“Legacy Equipment Database”	means the database set out in set out in Appendix 1 (Legacy Equipment Database) to Consolidated Schedule 25 (Customer Authority Equipment and Exclusive Equipment);
“Legacy Service”	has the meaning given to it in Paragraph 1.1 of Appendix 2 (Ethical

	Walls Requirements) to Consolidated Schedule 20 (Exit Management);
“Liability” and “Liabilities”	means any award, compensation, damages, fine, loss, order, penalty, payment made by way of settlement and costs and expenses reasonably incurred in connection with a Claim or investigation (including any investigation by any enforcement, regulatory or supervisory body and of implementing any requirements which may arise from any such investigation). Legal costs and expenses are assessed on an indemnity basis;
“Lifecycle”	means the various stages in the life of a Service, Incident or Problem. The Lifecycle defines the categories for status and the status transitions that are permitted. For example, the Lifecycle of an Incident may include: detect, respond, diagnose, repair, recover, and restore;
“Lloyds Register Quality Assurance” or “LRQA”	means, the independent provider of business assurance services of including management system certification, validation, verification and training to bespoke and international standards and schemes of that name;
“Local Multi-point”	means the capability of the Conference Terminal to host multi-point conference calls on the Conference Terminal itself;
“Losses”	means any damages, liabilities, claims, demands, proceedings, actions, costs, charges, losses and/or expenses;
“Lower Excess Profit Range”	means the applicable percentage, set out in Appendix 1 (Excess Profit Sharing Table) to Consolidated Schedule 12 (Excess Profit Sharing);
“MAC”	means a specific move, amendment or cease, each of which is as more particularly described in Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“MAC Approval”	means in respect of a MAC, any approvals, acceptances or confirmations that the Contractor is obliged to obtain in connection with such MAC, in accordance with this Consolidated Contract and the Standards, including the submission of any documentation/evidence required;
“MAC Approval Activities”	means all activities required in order for the Contractor to obtain (and until the Contractor does obtain) the relevant MAC Approvals;
“MAC Charge Service Element”	means, for each Service, those Service Elements indicated as having MAC Charges applicable to them in Appendix 2 (Contractor’s Call-Off Service Catalogue) to Consolidated Schedule 9 (Charges and Invoicing);
“MAC Charge(s)”	means the Charge(s) for the MAC Charge Service Element(s), as set out in Appendix 2 (Contractor’s Call-Off Service Catalogue) to Consolidated Schedule 9 (Charges and Invoicing) and calculated in accordance with Consolidated Schedule 9 (Charges and Invoicing);
“MAC Implementation	means the time taken between: (a) the date on which the Customer

Period	Authority requests the relevant MAC; and (b) the date on which the Delivery Confirmation is provided, confirming that such MAC has been implemented successfully;
“Major Contract Change”	means any Contract Change that, if implemented, would have a significant impact on the scope of the Services, on End Users or on the Customer Authority, including the delivery of Services to a newly built Customer Authority Site or any change with an estimated value in excess of fifty thousand pounds (£50,000);
“Major Incident”	<p>means an Incident that results in significant disruption to the Customer Authority, public sector organisations, or any Incident at Incident Priority Level 1 or Incident Priority Level 2, which also meets any of the following criteria:</p> <ul style="list-style-type: none"> (a) the Contractor or any Other Tower Service Provider refuses to accept ownership of the Incident; (b) ownership of the Incident is disputed; (c) diagnosis or resolution of the Incident requires active co-ordination of the Contractor and one or more Other Tower Service Providers; (d) there is a serious threat to the safety of a UK citizen or an employee of the Customer Authority; (e) the Incident affects the provision of a Service or Service Element to the majority of End Users at a particular Customer Authority Site; (f) the Incident causes total disruption to Customer Authority's activities within a region or a Customer Authority Site; (g) the Incident is likely to have a serious impact on the Customer Authority's reputation; or (h) the Customer Authority or the Customer Authority OSM declares that the Incident is a major Incident;
“Malware”	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 malware is introduced wilfully, negligently or without knowledge of its existence;
“Man Day”	means eight (8) Man Hours;
“Man Hours”	means the hours spent by the Contractor Personnel properly working on the Services, including time spent travelling (other than to and from the Contractor's offices, or to and from the premises at which the Services are to be principally performed) but excluding lunch breaks;
“Managed Contract”	means a contract between a Managed Contractor and the Customer Authority;
“Managed Contractor”	has the meaning given to it in Clause 9.3 (Dealing with Third

	Parties) of this Consolidated Contract;
“Management Charge”	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
“Management Information” or “MI”	means the management information in respect of this Consolidated Contract and which is required from time to time by the Customer Authority, including the information referred to in Consolidated Schedule 14 (Performance Monitoring and Reporting);
“Management Information Exchange”	has the meaning given to it in Paragraph 4.2.8 of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Management Information System”	means the system implemented by the Contractor to deliver Management Information to the Customer Authority;
“Maritime Platforms”	has the meaning given to it in Paragraph 6.1.4(i)(f) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Material Sub-contractor”	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement.
“Maximum Incident Resolution Time”	means the maximum amount of time allowed between an Incident first being reported to the Contractor Service Desk and the time that any action has been completed by or on behalf of the Contractor to Resolve the Incident. The Maximum Incident Resolution Times in respect of the Services are set out in Paragraph 10 (Incident Resolution) of Consolidated Schedule 4 (Service Levels and Related Remedies);
“Maximum Service Credit Percentage” or “Maximum Service Credit %”	means the maximum percentage of Service Credits that are payable in respect of any Service Level to which Service Credits apply, as specified in Consolidated Schedule 4 (Service Levels and Related Remedies);
“Maximum Tolerable Data Loss”	means in respect of a Critical Functional Process, the maximum level of data loss possible without preventing the Critical Functional Process from continuing in the recovery state;
“Maximum Tolerable Functional Loss”	means in respect of a Critical Functional Process, the maximum loss of functionality possible without preventing the Critical Functional Process from continuing in the recovery state;
“Maximum Tolerable Period of Disruption”	means the maximum period for which a Critical Functional Process can be unavailable without causing unacceptable levels of disruption;
“Measurement Period”	has the meaning given to it in Paragraph 4.1.1 of Consolidated Schedule 4 (Service Levels and Related Remedies);
“Media Application Server” or “MAS”	means a device that provides network conferencing and announcement Services such as the Audio Conferencing Capability and ad-hoc conferencing;
“Mediator”	means the independent third party appointed in accordance with

	Paragraph 4 (Optional Mediation) of Consolidated Schedule 23 (Dispute Resolution Procedure);
“Member of the Bid Team”	has the meaning given to it in Paragraph 1.1 of Appendix 2 (Ethical Walls Requirements) to Consolidated Schedule 20 (Exit Management);
“Member of the Operational Team”	has the meaning given to it in Paragraph 1.1 of Appendix 2 (Ethical Walls Requirements) to Consolidated Schedule 20 (Exit Management);
“Migrated Service Commencement Date”	means, in relation to a Service, the date from which the Post-Migration Service Unit Prices for that Service are intended to apply, as set out in Consolidated Schedule 9 (Charges and Invoicing);
“Migration”	has the meaning given to it in Paragraph 4.2.2 of Consolidated Schedule 2 (Implementation Plan) (and “Migrate” and “Migrated” shall be construed accordingly);
“Migration Plan(s)”	means a plan detailing the mechanics and timetable of a system migration workflow activity (which is a part of the Implementation Plan, or is produced in support of an IMP submission in accordance with Paragraph 4.5.7 of Consolidated Schedule 7 (Security Requirements));
“Milestone”	means an event or task (including phased roll-outs and ready for service dates in relation to a Contractor System, Service or Service Element) described in the Implementation Plan or as agreed by the Parties in accordance with the Contract Change Procedure which, if applicable, must be completed by the relevant Milestone Date, including Deliverables, a Key Milestone and a milestone in respect of Authority to Proceed and any CPP;
“Milestone Achievement Certificate”	means a certificate materially in the form of the document contained in Appendix 2 (Milestone Achievement Certificate) to Consolidated Schedule 19 (Testing Procedures), granted by the Customer Authority either as an Unconditional Milestone Achievement Certificate pursuant to Paragraph 12.4 of that Consolidated Schedule, or as a Conditional Milestone Achievement Certificate pursuant to Paragraph 12.5 of that Consolidated Schedule;
“Milestone Date”	means the date set against the relevant Milestone (including a Key Milestone) in the Implementation Plan, as such date may be amended by the Contract Change Procedure in accordance with Clause 23 (Contract Change) of this Consolidated Contract;
“Milestone Payment”	means the Charges payable in respect of the achievement of Key Milestones, as set out at Paragraph 2 (Milestone Payments) of Consolidated Schedule 9 (Charges and Invoicing), such Charge being exclusive of any applicable Management Charge;
“Milestone Payment Reduction”	has the meaning given to it in Paragraph 7 (Milestone Payment Reductions) of Consolidated Schedule 9 (Charges and Invoicing);
“MilOps”	means military operations that are located at GOSCC;

“Minimum Service Credit Percentage” or “Minimum Service Credit %”	means the minimum percentage of Service Credits that are payable in respect of any Service Level to which Service Credits apply, as specified in Consolidated Schedule 4 (Service Levels and Related Remedies);
“Minor Contract Change”	means any Contract Change that is neither an Emergency Contract Change nor a Major Contract Change;
“MIM”	means major incident management;
“MIS”	management information system;
“MMS”	means Multimedia Messaging Service;
“Mobile Extension” or “Mobex”	means the capability that enables the Contractor to integrate an End Users Mobile Device into the Fixed Voice Service;
“Mobile”	has the meaning given to it in Paragraph 6.1.4(i)(e) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Mobile Call Barring”	has the meaning given to it in Paragraph 9.2.1(vi) (Mobile Call Barring) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Mobile Data Tariff (Inclusive)”	means a Mobile Data Tariff which is inclusive of an unlimited or set amount of data for a fixed monthly fee;
“Mobile Data Tariff (Pay Per Use)”	means a Mobile Data Tariff for which data is charged on a consumption basis;
“Mobile Data Tariffs”	has the meaning given to it in Paragraph 9.5.2 (Mobile Data Tariffs) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Mobile Device”	means an End User Device that in combination with a SIM card (or any similar replacement technologies) can be used to deliver mobile voice traffic, mobile data traffic, or a combination of the two, together (as appropriate) with compatible battery, UK charger, wired hands-free kit, and quick user guide;
“Mobile Device Accessory”	has the meaning given to it in Paragraph 9.4.2 of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Mobile Device Accessory Service”	has the meaning given to it in Paragraph 9.4.1 (Mobile Device Accessory Service) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Mobile Device Service”	has the meaning given to it in Paragraph 9.3.1 (Mobile Device Service) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Mobile Functions”	has the meaning given to it in Paragraph 9.2.1(i) (Mobile Functions) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Mobile Operating	means Mobile Device vendor’s core software that runs on that

Systems”	Mobile Devices and manages hardware and software resources;
“Mobile Service Technology Refresh Fund”	has the meaning set out in Paragraph 5.2.2 of Consolidated Schedule 9 (Charges and Invoicing);
“Mobile Tariff Monitoring Capability”	has the meaning given to it in Paragraph 9.2.4 (Mobile Tariff Monitoring Capability) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Mobile Tariff Service”	has the meaning given to it in Paragraph 9.5 (Mobile Tariff Service) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Mobile Telecommunication Privileged Access Scheme” or “MTPAS”	means the procedure for prioritising access to the mobile telephone networks for certain persons as provided by the Civil Contingencies Act 2004;
“Mobile Voice and Data Service”	means the mobile voice and data service, as more particularly described in Paragraph 9 (Mobile Voice and Data Service) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Mobile Voice and Data Service MAC”	has the meaning given to it in Paragraph 9.8.1 of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Mobile Voice Tariff (Inclusive)”	means a Mobile Voice Tariff which is inclusive of an unlimited or set number of minutes for a fixed monthly fee;
“Mobile Voice Tariff (Pay Per Use)”	means a Mobile Voice Tariff for which minutes are charged on a consumption basis;
“Mobile Voice Tariffs”	has the meaning given to it in Paragraph 9.5.1 (Mobile Voice Tariffs) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Mobility Maturity”	means the capability of the Customer Authority organisation to fully realise the benefits of mobility services;
“Monthly Billing Summary”	means the documentation that the Contractor shall prepare at the end of each month in accordance with Consolidated Schedule 9 (Charges and Invoicing), which details the Charges that have been incurred for the Services in the Service Measurement Period and which is used by the Customer Authority to prepare the Payment Order;
“Monthly Service Charge” or “MSC”	has the meaning given to it in Paragraph 3.1.1 of Consolidated Schedule 9 (Charges and Invoicing);
“Monthly Summary”	has the meaning given to it in Paragraph 2.1 of Consolidated Schedule 14 (Performance Monitoring and Reporting), and “Monthly Summaries” shall be construed accordingly;
“Moral Rights”	means the rights conferred by Chapter IV of Part 1 of the Copyright, Designs and Patents Act 1998 and any similar or corresponding

	rights existing anywhere in the world;
“MSP”	means managed service provider as define in the ISS ITIL Processes;
“Multi-Party Dispute”	means a Dispute between the Parties which also affects or is likely to affect one (1) or more Customers;
“Named Personnel”	means in respect of a Customer Authority Site, the named Contractor Personnel who will need access to the Customer Authority Site in order to carry out work required for the delivery of the Services, and who are named and identified to the Customer Authority in accordance with Clause 25 (Site Visits) of this Consolidated Contract;
“Net Book Value”	means the net book value of the relevant Asset(s) calculated in accordance with the depreciation policy set out in the Financial Model;
“Network Access Control” or “NAC”	means an approach to computer security that attempts to unify endpoint security technology (such as antivirus, host intrusion prevention, and vulnerability assessment), user or system authentication and network security enforcement;
“Network Capability Authority”	means the part of the Customer Authority’s network authority that is responsible for ensuring coherent development of all requirements for services, systems, platforms and applications dependent on the Customer Authority’s defence network;
“Network Infrastructure”	means the active and passive infrastructure used to provide the Services (regardless of whether such infrastructure is owned by the Contractor or not);
“Network Management and Monitoring System” or “NMM”	means a set of hardware and/or software tools that allow the components of a network to be managed and monitored;
“Network Management System”	means the hardware and software the provides data to the NMM;
“Network Operating Authority”	means the part of the Customer Authority’s network authority responsible for protecting, operating and defending the Customer Authority’s defence network thereby preserving its operational capability and integrity, as more fully described in JSP 604;
“Network Service Levels”	has the meaning given to it in Paragraph 8 (General) of Consolidated Schedule 4 (Service Levels and Related Remedies);
“Network Technical Authority”	means the part of the Customer Authority’s network authority that is responsible for ensuring the technical coherence of the Customer Authority’s defence network, informing its future development and development of the technical architecture, rules and standards (the C4 SOSA Domain), as more fully described in JSP 604;
“New Exclusive Equipment”	has the meaning given to it in Clause 11.3.1 (Equipment) of this Consolidated Contract;

“NICs”	means national insurance contributions;
“Non-Core Hours”	means (i) the hours between 18:01 PM and 07.59 AM (inclusive) on a Working Day, and (ii) at any time during a day which is not a Working Day, in each case during the Service Measurement Period;
“Non-Disclosed Employee”	has the meaning given to it in Paragraph 5.5 of Consolidated Schedule 21 (Staff Transfer);
“Non-Exclusive Assets”	means those Assets (if any) which are used by the Contractor in the provision of the Services but which are also used by the Contractor for other purposes;
“Non-geographic number”	means telephone numbers not assigned to a geographic location;
“Non Portfolio Device Purchasing Service”	means the Contractor’s ability to buy Mobile Devices that are not provided for within the Contractor’s Call Off Catalogue due to their specialised nature;
“Non-Recurring Charge(s)”	means a Charge for the provision of a Unit of a Service Element, as calculated in accordance with the Service Unit Prices shown within the column marked “Non-Recurring” in the Contractor’s Call-Off Service Catalogue and Consolidated Schedule 9 (Charges and Invoicing). A Non-Recurring Charge may include the cost of installation, set-up, delivery, or other similar costs relating to the provision of a Unit of a Service Element;
“Non-resilient”	has the meaning given to it in Paragraph 8.2.2. of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Notice of Dispute”	means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
“OAS Locations”	has the meaning given to it in Paragraph 7.1.3 of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Operational Acceptance Testing” or “OAT”	means Testing conducted by the Contractor using the Contractor OSS and the ISS ITIL Processes to support a Service, Service Element or Deliverable in the live operational environment;
Operational Acceptance Reviews	means a joint Contractor and Customer Authority review meeting to confirm the status of the Contractor's Operational Acceptance of a migrated Service, Service element or deliverable;
“Off the Shelf”	means that a product is provided on terms that would not normally be negotiated (save in respect of cost) and is readily available to members of the public;
“OFFICIAL”	means: (a) information at the OFFICIAL Security Classification, as such Security Classification is defined within the GSC; or (b) in respect of a Service or Service Element, that such Service or Service Element is capable of carrying and transmitting

	information at the OFFICIAL Security Classification, as such Security Classification is defined within the GSC;
“OFFICIAL Mobile Data Interface Capability”	has the meaning given to it in Paragraph 9.2.2 (OFFICIAL Mobile Data Interface Capability) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“OFFICIAL Mobile Voice Capability”	has the meaning given to it in Paragraph 9.2.3 (OFFICIAL Mobile Voice Capability) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Operating Environment”	means the Customer Authority System and the Sites;
“Operating Level Agreement”	means a non-binding operating level agreement entered into between the Contractor and a Customer Authority Third Party, which fulfils the requirements of, and details at a minimum the matters addressed in Consolidated Schedule 31 (Operating Level Agreement);
“Operational Audit”	has the meaning given to it in Clause 22.1 (Audits, Notifications and Record Keeping) of this Consolidated Contract;
“Operational Service Commencement Date”	<p>means, in respect of a Service, the Milestone Date(s) (or where there is more than one, from the relevant Milestone Date) on which the Contractor has been issued a Milestone Achievement Certificate in respect of the Milestone designated in the Implementation Plan as the point at which the Operational Services for that particular Service should begin and ATP has been received. For the purposes of this Consolidated Contract and in respect of each Service, the relevant Milestone shall be, as applicable, Milestone numbers:</p> <ul style="list-style-type: none"> a) 4.1: Service Deployment (First of Class) – Transition: Fixed Voice Service; b) 4.3: Service Deployment (First of Class) – Implementation: Conferencing Service; c) 4.4: Service Deployment (First of Class) – Implementation: Operator Assistance Service; d) 4.5: Service Deployment (First of Class) – Implementation: Boundary Protection Service; e) 4.6: Service Deployment (First of Class) – Implementation: Encryption Service; or f) 4.7: Service Deployment (First of Class) – Transition: Mobile Voice and Data Service.
“Operational Services”	means operational services involving operational running and maintaining functions or facilities of the Services following the ATP Milestone Date and “Operational Service” shall be construed accordingly;
“Operational Team”	has the meaning given to it in Paragraph 1.1 of Appendix 2 (Ethical Walls Requirements) to Consolidated Schedule 20 (Exit Management);

“Operating System”	means the core software that manages computer hardware and software resources and provides common services for computer programs;
“Operator Assistance Capability”	has the meaning given to it in Paragraph 7.2.2 (Operator Assistance Capability) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Operator Assistance Service” or “OAS”	means the operator assistance service, as more particularly described in Paragraph 7 (Operator Assistance Service) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Order Days Ratio”	means the number of days from the date on which the Contractor is first entitled to charge the Customer Authority for a new Unit of Service Element in accordance with Consolidated Schedule 9 (Charges and Invoicing) to the end of that Service Measurement Period, divided by the number of days in that calendar month;
“Other Disputing Party”	has the meaning given to it in Paragraph 10.1 of Consolidated Schedule 23 (Dispute Resolution Procedure);
“Other PSN Services Contractor Claim”	means any claim by an Other PSN Services Contractor which arises as a result of any Default of the Contractor under any Call-Off Cooperation Agreement and/or any Default by the Contractor under this Consolidated Contract;
“Other PSN Services Contractors”	means a contractor other than the Contractor who has signed PSN Services Agreements, including PSN Service Providers;
“Other Tower Service Providers”	means all of the third party suppliers of services for a Tower to the Customer Authority other than the IUS Tower;
“Otherwise Agreed”	means agreed in writing by the Customer Authority and the Contractor, such form of writing to refer to Consolidated Schedule 2 (Implementation Plan) and to acknowledge that a Milestone Date is being amended;
“Outgoing Service”	means a service which: (i) is the same or similar to the Services; and (ii) the Contractor, its Affiliates or a proposed Sub-contractor is due to transfer from an Outgoing Service Provider and replace with provision of a Service or Services to the Customer Authority or any Indirect Customer in accordance with this Consolidated Contract, including Schedule 2 (Implementation Plan);
“Outgoing Service Providers”	means those contractors which are succeeded by the Contractor and which provide the Customer Authority with any services which are the same as or similar to the Services. “Outgoing Service Provider” shall be construed accordingly;
“Outline Implementation Plan”	means the plan described as such, which is substantially in the form specified in Appendix 1 (Outline Implementation Plan) to Consolidated Schedule 2 (Implementation Plan);
“Outline Test Success Criteria”	has the meaning given to it in Paragraph 4.2.11 of Consolidated Schedule 19 (Testing Procedures);

“Overall Services”	means the Customer Authority’s overall requirement for services under the PSN programme, including the Services under this Consolidated Contract and services under other PSN Services Call-Off Contracts;
“Overhead”	means those costs which are intended to recover a proportion of the Contractor’s indirect corporate costs, which shall not include the Excluded Costs or any other Allowable Costs;
“Overseas”	means any location that is not within the UK;
“Overseas (Rate Card Locations 1)”	has the meaning given to it in Paragraph 11.1.3(ii) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Overseas (Rate Card Locations 2)”	has the meaning given to it in Paragraph 11.1.3(iii) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Overseas (Type A)”	means in respect of a Service, the countries shown as being included with the Overseas (Type A) Subscriber Domain in the service description for that Service in Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Overseas (Type B)”	means in respect of a Service, the countries shown as being included with the Overseas (Type B) Subscriber Domain in the service description for that Service in Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Overseas (Type C)”	means in respect of a Service, the countries shown as being included with the Overseas (Type C) Subscriber Domain in the service description for that Service in Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“P2P System”	means the Purchase to Pay invoicing process used by the Customer Authority to approve invoices and to pay the Charges to the Contractor;
“Partial Termination”	means the partial termination of this Consolidated Contract, to the extent that it relates to the provision of any part of the Services, as further provided for in Clause 47 (Termination Rights) of this Consolidated Contract;
“Partnering Charter”	means the principles that inform the adoption of the Relationship Management Plan and any governance activities;
“Partnership Pension Account”	has the meaning given to it in Appendix 1 (Pensions) to Consolidated Schedule 21 (Staff Transfer);
“Party”	means the Customer Authority and/or the Contractor and “Parties” shall be construed accordingly;
“Pass Through Assets”	means (a) all licences for Third Party Software that are used exclusively in the provision of the Services; and (b) any New Exclusive Equipment. “Pass Through Asset” shall be construed accordingly;

“PAYE”	means any tax paid on a pay as you earn basis;
“Payment Order”	means the order that is input to the P2P System by the Customer Authority after it receives a Monthly Billing Summary, which sets out the amount of Charges that are for inclusion in a Final Invoice;
“PCP” or “Project Cryptographic Management Plan”	means a project cryptographic management plan designed, submitted and maintained in accordance with Consolidated Schedule 7 (Security Requirements);
“PCSPS”	has the meaning given to it in Appendix 1 (Pensions) to Consolidated Schedule 21 (Staff Transfer);
“Percentage Excess”	has the meaning given to it in Paragraph 3.3.1 of Consolidated Schedule 12 (Excess Profit Sharing);
“Performance Monitoring System”	<p>means a system for reviewing and monitoring the Contractor’s provision of the Services to:</p> <ul style="list-style-type: none"> (a) ensure that the Contractor is complying with the Service Levels; and (b) identify any Incidents and other defects in the Contractor’s performance and/or delivery of the Services. <p>This system must be capable of containing the same contents as required for Monthly Summaries as set out in Paragraph 2.2 of Consolidated Schedule 14 (Performance Monitoring and Reporting). This system shall be agreed by the Parties in accordance with Paragraph 1.6 of Consolidated Schedule 14 (Performance Monitoring and Reporting);</p>
“Permanent Joint Operating Base Sites”	means those Customer Authority Sites at which the Customer Authority has permanent joint overseas bases, being Cyprus, Gibraltar, the British South Atlantic Islands and British Indian Ocean Territory or as otherwise notified to the Contractor by the Customer Authority from time to time;
“Perpetual”	means, in relation to a licence, that the licence is perpetual and irrevocable and will not be brought to an end by any matter or circumstances including the termination or expiry of this Agreement for whatever reason;
“Personal Data”	has the meaning given to it in the Data Protection Act 1998;
“Pilot Sites”	has the meaning given to it in Paragraph 2.1.7(iii)(a) of Consolidated Schedule 2 (Implementation Plan);
“Plan”	has the meaning given to it in Paragraph 4.1 of Consolidated Schedule 14 (Performance Monitoring and Reporting);
“Plan on a Page”	means Annex 4c of Appendix 4 to Consolidated Schedule 2 (<i>Implementation</i>);
“Planned Downtime”	means the time agreed in advance in writing by the Contractor and Customer Authority, in accordance with Clause 7 (Service Levels, Performance Monitoring and Warning Notices) of this Consolidated Contract, when the Service or Service Element is potentially not

	Available;
“Planned Downtime Request”	has the meaning given to it in Clause 7.6 (Service Levels, Performance Monitoring and Warning Notices) of this Consolidated Contract;
“Planned Maintenance Forward Schedule”	has the meaning given to it in Clause 7.12 (Service Levels, Performance Monitoring and Warning Notices) of this Consolidated Contract;
“Portfolio”	has the meaning given to the phrase “Service Portfolio” by the ITIL v3 Service Management Framework, extended by that provided in the Customer Authority’s ISS Service Management Framework, section 4.1.2, as is the Service Portfolio provided by the Contractor;
“Portfolio Management”	has the meaning given to the phrase “Service Portfolio Management” by the ITIL v3 Service Management Framework, extended by that provided in the Customer Authority’s ISS ITIL Processes, and is the Service Portfolio Management delivered by the Contractor;
“Portfolio Management Approach”	means the Contractor’s approach to realisation of the Portfolio Management process in line with the ISS ITIL Processes;
“Portfolio Manager”	has the meaning given to the phrase “Service Portfolio Manager” in ISS ITIL Process Service Portfolio Management, and is the Contractor’s Portfolio Manager;
“Post-Migration Service Unit Prices”	has the meaning given to it in Paragraph 3.2.10 of Consolidated Schedule 9 (Charges and Invoicing);
“Pre-Migration Service Unit Prices”	has the meaning given to it in Paragraph 3.2.10 of Consolidated Schedule 9 (Charges and Invoicing);
“Pre-Live Testing”	means the Testing activities carried out at the Customer Authority’s Test and reference facility;
“Price Review”	means a review of any or all of the Services (including any sub-set of the Services), in accordance with Paragraph 4 (Price Reviews) of Consolidated Schedule 11 (Value for Money);
“Price Review Adjustments”	has the meaning given to it in Paragraph 5.4.1 of Consolidated Schedule 11 (Value for Money);
“Price Review Notice”	has the meaning given to it in Paragraph 4.1 of Consolidated Schedule 11 (Value for Money);
“Price Review Period”	has the meaning given to it in Paragraph 5.4.2 of Consolidated Schedule 11 (Value for Money);
“Price Review Report”	means the report which details the findings of the Price Review. Further details are available in Paragraph 4.5.2 of Consolidated Schedule 11 (Value for Money);
“Private Audio Call(s)”	means a voice call made: (i) between an End User and another End User over the Closed Network; or (ii) between an End User from within the Closed Network and another person (that is not an End

	User) from an External Network;
“Problem”	means the cause of one (1) or more Incidents identified as a result of frequent and regular analysis of Incident and problem data to identify any trends as they become discernible, as more fully described in the ISS ITIL Processes;
“Problem Management”	means the process of managing Problems as set out in the ISS ITIL Processes;
“Problem Priority Level”	means in respect of a Problem, the priority level (1, 2 and 3) of that Problem, each level as more particularly described in Table 14 (Problem Management Priority Levels) of Consolidated Schedule 4 (Service Levels and Related Remedies);
“Process”	has the meaning given to it under the Data Protection Legislation but, for the purposes of this Consolidated Contract, it shall include both manual and automatic processing, (and “Processing” and “Processed” shall be construed accordingly);
“Procurement Plan”	means the plan described as such and set out in Appendix 2 (Procurement Plan) to Consolidated Schedule 5 (Technology Refresh Plan and Procurement Plan), as updated from time to time in accordance with Clause 11 (Equipment) of this Consolidated Contract;
“Procurement Security Gate”	means a step in the procurement process relating to the security aspects of the services or products being procured;
“Professional Indemnity Insurance”	means insurance that indemnifies the Contractor for all sums which the Contractor shall become legally liable for (including the claimant’s costs and expenses) as a result of claims first made against the Contractor by reason of any negligent act, error or omission arising from, or in connection with, the provision of the Services or in connection with this Consolidated Contract;
“Professional Service”	has the meaning given to it in Paragraph 11.1.1 of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Profit”	means the Revenue less the Allowable Costs (inclusive of any Management Charge) incurred by the Contractor in: (a) in the context of Consolidated Schedule 12 (Excess Profit Sharing), the Relevant Profit Period; and (b) in any other context, the relevant period described in this Consolidated Contract (be that any Financial Year, the Initial Term and Extension Periods or otherwise);
“Prohibited Act”	has the meaning given to it in Clause 57.1 (Corrupt Gifts) of this Consolidated Contract;
“Project Manager”	has meaning set out in the Prince 2 framework;
“Project Milestone”	means an event or task (other than a Milestone) forming part of the activities required to deliver the Implementation, as identified in the

	Detailed Implementation Plan;
“Project Milestone Date”	has the meaning given to it in Clause 6.7.2 of Consolidated Schedule 2 (Implementation Plan);
“Protected End User Device”	has the meaning given to it in Paragraph 5.3.4(iii) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Provision Implementation Period”	has the meaning given to it in Paragraph 17.1 (Service Levels for Provisioning of the Fixed Voice Service) of Consolidated Schedule 4 (Service Levels and Related Remedies);
“Provisioning”	means the time taken from the placement of an order for a Service or Service Element until this is available to the Customer Authority and “Provision” and “Provisioned” shall be construed accordingly;
“PSA”	has the meaning given to it in Clause 11.19 (Equipment) of this Consolidated Contract;
“PSN” or “Public Services Network”	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
“PSN Change”	means any change which is required to ensure: <ul style="list-style-type: none"> (a) that the Contractor (and, where relevant, any Sub-contractor) is and remains PSN Compliant; (b) the ongoing PSN Compliance of the Services; and/or (c) that the Customer Authority can continue using the Services;
“PSN Compliance Certificate”	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement, and “PSN Compliance Certification” shall be construed accordingly;
“PSN Compliance Conditions”	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
“PSN Compliant” and “PSN Compliance”	has the meanings given to it in Schedule 1 (Definitions) of the Framework Agreement;
“PSN Operating Model”	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
“PSN Service” or “PSN Services”	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
“PSN Service Consumer”	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
“PSN Service Providers”	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
“PSN Services Agreements”	means framework agreements procured under the PSN Services OJEU and entered into by the Contractor or Other PSN Services Contractors;
“PSN Services Call-Off Contracts”	means service agreements entered into pursuant to a PSN Services Agreement;

“PSN Services Contractors”	means the Contractor together with Other PSN Services Contractors;
“PSN Services OJEU”	means the contract notice reference 2011/S 169-278756 published in the Official Journal of the European Union on 31 August 2011;
“PSN Supply Agreements”	has the meaning set out in Schedule 1 (Definitions) of the Framework Agreement;
“PSNA” or “PSN Authority”	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
“PSTN”	means public switched telephone network;
“Public Access Service”	has the meaning given to it in Paragraph 5.7 (Public Access Services) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Push-to-Talk”	means an additional feature which can be enabled on End User Devices, in which an End User is required to press and hold a button in order to be heard by other callers;
“QR Code”	means the matrix barcode (or two-dimensional barcode) that contains all the necessary information of a compatible device to register with a service;
“QMS”	means quality management system;
“QoS”	means quality of service;
“Quality”	means the absence of any defect, with performance fully conformant to the requirements;
“Quality Plans”	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
“Quarter”	means a calendar quarter, being 1 January to 31 March, 1 April to 30 June, 1 July to 30 September or 1 October to 31 December;
“Rate Card”	means the rate card for Professional Services, as shown in the Contractor’s Call-Off Service Catalogue from time to time;
“Rate Card Subscriber Domain”	has the meaning given to it in Paragraph 11.1.3 of Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Recovery Functional Objective”	means in respect of a Critical Functional Process, the objectives for the recovery of the functionality of such Critical Functional Process, including a description of the functions and processes that will need to be performed in the recovery state;
“Recovery Point Objective”	means in respect of a Critical Functional Process, the minimal level of data required to continue the Critical Functional Process in the recovery state;
“Recovery Time Objective”	means in respect of a Critical Functional Process, the time by which the Critical Functional Processes need to be resumed in the recovery state;
“Recurring Charges”	means the Charge for the ongoing monthly delivery of a Unit of a

	Service Element, as calculated in accordance with the Service Unit Prices shown within the column marked “Recurring” in the Contractor’s Call-Off Service Catalogue and Consolidated Schedule 9 (Charges and Invoicing). A Recurring Charge may include the cost of the ongoing maintenance, management, support and use of a Service Element;
“Registers”	means the Asset Register, the IPR Register and the Technical Infrastructure Register;
“Regulations”	means the Public Contracts Regulations 2006;
“Regulated Costs”	means the costs for any products or services that the Office of Communications (or its successor(s)) regulates the price of or imposes charge controls on;
“Regulatory Bodies”	means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Consolidated Contract or any other affairs of the Customer Authority and “Regulatory Body” shall be construed accordingly;
“Regulatory Change”	has the meaning given to it in Paragraph 9.3 of Consolidated Schedule 9 (Charges and Invoicing);
“Relationship Management Plan”	has meaning as defined in BS1100 Standard;
“Relevant Conviction”	means a Conviction that is relevant to the nature of the Services;
“Relevant Entity”	means each of the following; (a) the Contractor; (b) the Guarantor (if a Guarantee has been given); (c) any Holding Company of the Contractor or (if a Guarantee has been given) Guarantor; and (d) any Sub-contractor (including any Key Sub-contractor);
“Relevant Month”	means any calendar month in which the Contractor becomes entitled, in accordance with the terms of this Consolidated Contract, to charge the Customer Authority for the Charges, the Service Credits, or any other charge or abatement set out in a Monthly Billing Summary;
“Relevant Profit Period”	means the time period in relation to which the Services are provided and any Profit is calculated for the purposes of the Excess Profit Share Calculations;
“Relevant Service Request”	has the meaning given to it in Paragraph 13.1 (Service Levels) of Consolidated Schedule 4 (Service Levels and Related Remedies);
“Relevant Services”	has the meaning given to it in Paragraph 4.4.2 of Consolidated Schedule 11 (Value for Money);
“Remote Access Service”	means the technology used by the Connectivity Tower Contractor to

	allow End Users access to the Customer Authority network from an external location in a secure manner;
“Rental”	means the on-going Charges payable by the Customer Authority;
“Rental Pack”	means the equipment and information sent out with each rental instance: <ul style="list-style-type: none"> (a) for a SIM only - SIM card, full user instructions, courier returns label; (b) for a SIM and mobile device (basic phone, smartphone etc) for UK use - SIM card, mobile phone, battery, mobile charger, case, instructions, courier returns label; (c) for a SIM and mobile device (basic phone, smartphone etc) for international use - SIM card, mobile phone, battery, mobile charger, case, travel adapter, instructions, courier returns label; and (d) for a Satellite Phone – satphone, battery, travel adapter, mains charger, in car charger, instructions, case, courier returns label.
“Repeat Failure”	means where the Contractor fails to achieve a Service Level in a Service Measurement Period and then fails to achieve the same Service Level in a subsequent Service Measurement Period, as calculated in accordance with Paragraph 5 (Repeat Failures to Meet Service Levels) of Consolidated Schedule 4 (Service Levels and Related Remedies);
“Repeat Failure Multiplier”	has the meaning given to it in Paragraph 5.5 of Consolidated Schedule 4 (Service Levels and Related Remedies);
“Replacement Body”	means anybody which substantially performs any of the functions that previously had been performed by the Customer Authority (including any private body which takes over the procurement function or the management (or service management) of the Customer Authority's ICT services);
“Replacement Contract”	means a contract entered into for the provision of one or more Replacement Services;
“Replacement Contractor”	means any third party service provider of Replacement Services appointed by the Customer Authority from time to time;
“Replacement Services”	means any services which are substantially similar to any of the Services and which the Customer Authority receives in substitution for all or part of the Services following the termination, Partial Termination or expiry of this Consolidated Contract;
“Report”	has the meaning given to it in Paragraph 3.1 of Consolidated Schedule 14 (Performance Monitoring and Reporting);
“Representative(s)”	means either or both of the Customer Authority Representative and the Contractor Representative;
“Re-Procurement”	means the activities described in Paragraph 3.4 of Consolidated

Assistance	Schedule 20 (Exit Management);
“Re-Procurement Information”	means the Exit Management Information, but excluding the TUPE Specific Information;
“Re-Procurement Notice”	means a written notice issued by the Customer Authority to the Contractor notifying the Contractor of a Customer’s intention to invite one or more tenders for the provision of one or more Replacement Services;
“Re-Procurement Period”	means, in respect of the procurement of any Replacement Service, the period commencing upon the earlier of: (a) the date on which a Customer publishes a notice of its intention to procure such Replacement Service (including in the Official Journal of the European Union or similar publication); and (b) the date on which the Customer Authority issues a Re-Procurement Notice in relation to such Replacement Service, and ending on the date that the relevant Replacement Contract is executed;
“Re-Procurement Purposes”	means in relation to any Re-Procurement Period, the purposes of facilitating the procurement of Replacement Services, enabling each Bidder to prepare an informed, non-qualified offer for the provision of the Replacement Services and ensuring that no Bidder is disadvantaged in the procurement process compared to any other Bidder;
“Request for Information”	means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
“Request Fulfilment”	means the process of fulfilling Service Requests as set out in the ISS ITIL Processes;
“Required Action”	has the meaning given to it in Clause 51.7.1 (Step-In Rights) of this Consolidated Contract;
“Required Insurances”	has the meaning given to it in Clause 45.2 (Insurance) of this Consolidated Contract;
“Requirements Management Tool”	means the Contractor’s software for managing requirements which is currently Rational Requirement Composer (RRC) which is being rebranded ‘Doors Next Generation’ by the product vendor;
“Resilient Diverse”	has the meaning set out in Paragraph 8.2.2 of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Resolution”	means, in respect of a Problem or an Incident, an action taken by or on behalf of the Contractor which either (i) Restores such Problem or Incident, or (ii) is a Workaround in respect of such Problem or Incident, as more fully described in the ISS ITIL Processes (and “Resolve” , “Resolving” and “Resolved” shall be construed

	accordingly);
“Resolution Time”	means, in respect of a Problem or an Incident, the time taken by the Contractor to Resolve such Problem or Incident (as applicable), as calculated in accordance with Consolidated Schedule 4 (Service Levels and Related Remedies);
“Resolve”	see “Resolution” ;
“Resource Accounting Manual”	has meaning given to it in CA ISS ITIL SACM process - 20140923-TSCM_SM_SACM_Process_Definition_v_7_8;
“RESTRICTED”	means: (a) information at the RESTRICTED Security Classification, as such Security Classification is defined within the GSC; or (b) in respect of a Service or Service Element, that such Service or Service Element is capable of carrying and transmitting information at both the RESTRICTED Security Classification and all lower Security Classifications, as such Security Classifications are defined within the GSC;
“Revenue”	means the total Charges (inclusive of any Management Charge) paid or payable to the Contractor in connection with the provision of all of the Services provided during: (a) in the context of Consolidated Schedule 12 (Excess Profit Sharing), the Relevant Profit Period; and (b) in any other context, the relevant period described in this Consolidated Contract (be that during any Financial Year, the Initial Term and Extension Periods or otherwise);
“Review Report”	has the meaning given to it in Paragraph 6.5 of Consolidated Schedule 22 (Business Continuity and Disaster Recovery Provisions);
“Revised Milestone Date”	has the meaning given to it in Clause 5.10.3 (Implementation Delays – General Provisions) of this Consolidated Contract;
“Risk Analysis”	has the meaning given to it in Paragraph 9.1.6 of Consolidated Schedule 22 (Business Continuity and Disaster Recovery Provisions);
“Risk Management Accreditation Document Set” or “RMADS”	means an Information Assurance Standard Number 2 (IAS2) risk management accreditation document set (RMADS) that is designed, submitted and maintained in accordance with the requirements of Consolidated Schedule 7 (Security Requirements) and the Standards;
“Risk Management Plan”	means the Contractor's plan that defines the processes and methods for the effective management of risk and opportunity as part of its provision of the Services;
“Risk Register”	means a register of all possible events that could cause harm or loss or affect the ability to achieve the objectives of the Services. A risk is measured by the probability of the threat, the vulnerability of the

	Services to that threat, and the impact if it were to occur;
“Satisfaction Survey”	has the meaning given to it in Paragraph 6.1 of Consolidated Schedule 14 (Performance Monitoring and Reporting);
“SCIDA”	means the Site Co-ordinating Installation Design Authority, as defined in JSP 480 (Defence Manual of Regulations for the Installation of Communication and Information Systems);
“Second Generation Fair Deal Employee”	has the meaning given to it in Paragraph 2.14 of Part B to Consolidated Schedule 21 (Staff Transfer);
“SECRET”	means: (a) information at the SECRET Security Classification, as such Security Classification is defined within the GSC; or (b) in respect of a Service or Service Element, that such Service or Service Element is capable of carrying and transmitting information at the SECRET Security Classification, as such Security Classification is defined within the GSC;
“SECRET UK FRANCE EYES ONLY”	means, in respect of a Service or Service Element, that such Service or Service Element is capable of carrying and transmitting information at the SECRET Security Classification, as such Security Classification is defined within the GSC, and is only accessible to UK or French nationals;
“Secure-at-Rest”	means that if the End User Device or Protected End User Device (as appropriate) is on rest, and the headset button is off, there will be no connection between the line and the device, or the headset socket;
“Secure Conferencing Equipment”	has the meaning given to it in Paragraph 6.4.3 of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Secure Content Locker”	means Airwatch Secure Content Locker, a secure storage device used to safe guard sensitive data or equipment;
“Secure Manual Voice Gateway Service”	has the meaning given to it in Paragraph 7.2.2(iv) (Secure Manual Voice Gateway Service) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Secure Service Operations Policy”	means the operational policy for managing secure services;
“Security Audit”	has the meaning given to it in Clause 22.1 (Audits, Notifications and Record Keeping) of this Consolidated Contract;
“Security Classification”	means a security classification under the GSC;
“Security Confirmation”	means in respect of Named Personnel, written and accurate confirmation that each of the Named Personnel: (a) have appropriate security clearances (giving details of the relevant security clearances and their reference numbers); (b) have agreed and signed local security instructions; and (c) otherwise comply with the DCNS Enterprise Security Policies;
“Security Impact”	means a document detailing the security impact that the

Statement	Contractor's security measures will have on the Services in response to any change to any aspect of the design of the Contractor Solution;
"Security Incident"	has the meaning given to the term "IA Incident" in JSP541 Pt.2 Ch2 Glossary of Terms;;
"Security Policy"	means the Customer Authority's security policy from time to time in force, including JSP 440, the DCNS Enterprise Security Policies, and CESG's Information Assurance portfolio;
"Security Policy Delivery Statement"	means a document that describes how security compliance will be delivered and includes a statement confirming that the solution will be delivered in accordance with the Customer Authority's Security Policy;
"Security Policy Framework"	means the security policy framework containing the primary internal protective security policy and guidance on security and risk management for Government Departments and associated bodies. It is the source on which all localised security policies should be based. Whilst it is recognised that security policies will differ according to the range of business and risks faced by each organisation, the framework sets out the minimum security requirements which are mandatory for all Government Departments and Agencies. The framework also provides technical information, advice and guidance to support implementation of the policy requirements;
"Security Requirements"	means any requirements related to security as set out in Clause 39 (Security Requirements) of this Consolidated Contract, the Service Requirements, the Contractor Service Descriptions and Consolidated Schedule 7 (Security Requirements), together with any security requirements which are set by the PSNA or other relevant authority;
"Security Requirements Document" or "SRD"	means a document detailing the security requirements for any Service, such document to be designed, submitted and maintained in accordance with Consolidated Schedule 7 (Security Requirements);
"Security Tests"	has the meaning given to it in Paragraph 6.1 of Schedule 7 (Security Requirements);
"Security Working Group" or "SWG"	has the meaning given to it in Paragraph 2.2 of Consolidated Schedule 7 (Security Requirements);
"SEG"	means AirWatch Secure Email Gateway;
"Sensitive Claim"	has the meaning given to it in Paragraph 8.6 of Schedule 21 (Staff Transfer);
"Service Acceptance Deliverables and Activities"	has the meaning given to it in Paragraph 1.4 of Appendix 1 (Outline Implementation Plan) to Consolidated Schedule 2 (Implementation Plan);
"Service Asset and	has the meaning given to it in paragraph 3.3.2 of the ISS Service

Configuration Management” or “SACM”	Management Framework (version 2_0);
“Service Asset and Configuration Management Plan”	has the meaning given to it in paragraph 4.3.33.3.2 of the ISS Service Management Framework (version 2_0);
“Service Asset and Configuration Manager” or “SACM Manager”	has the meaning given to it in paragraph 3.3.2 of the ISS Service Management Framework (version 2_0), and shall be the member or members of Contractor Personnel that fulfil the roles and responsibilities described therein and in the ISS ITIL Process <i>Service Asset and Configuration Management</i> ;
“Service Centre”	has the meaning given to it in Paragraph 6.2.1 (Service Centre Capability) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Service Centre Capability”	has the meaning given to it in Paragraph 6.2.1 (Service Centre Capability) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Service Change”	means the addition, modification or removal of anything that could have an effect on a Service, including all changes to architectures, processes, tools, metrics and documentation and other configuration items, and including any of the changes set out in Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Service Charge(s)”	means the charge(s) indicated as such in Appendix 2 (Contractor’s Call-Off Service Catalogue) to Consolidated Schedule 9 (Charges and Invoicing) and calculated in accordance with Consolidated Schedule 9 (Charges and Invoicing);
“Service Credit(s)”	means the sums payable in respect of the failure by the Contractor to meet a Service Level, as specified in Consolidated Schedule 4 (Service Levels and Related Remedies);
“Service Credit Percentage”	means the percentage determined in accordance with Paragraph 6.2 of Consolidated Schedule 4 (Service Levels and Related Remedies);
“Service Criteria”	means the basic criteria against which performance of the Services are evaluated: Availability, Service Management, Provision and Quality;
“Service Delivery Supply Chain”	means the totality of commercial arrangements for ICT services to be provided, and which are being provided, from time to time to the Customer Authority by the Contractor and all Customer Authority Third Parties, including Other Tower Service Providers;
“Service Demand Threshold”	means the predefined threshold where, should demand for the relevant Service exceed that threshold, the Contractor shall be required to take remedial action, as outlined in the ISS ITIL Process <i>Demand Management</i> ;
“Service Deployment	has the meaning given to it in Paragraph 1.2 of Appendix 1 (Outline

(First of Class) Deliverables and Activities”	Implementation Plan) to Consolidated Schedule 2 (Implementation Plan);
“Service Deployment (Site Roll-Out) Deliverables and Activities”	has the meaning given to it in Paragraph 1.3 of Appendix 1 (Outline Implementation Plan) to Consolidated Schedule 2 (Implementation Plan);
“Service Downtime”	means any period of time during which the Contractor System, a Service and/or Service Element is not Available, excluding Planned Downtime;
“Service Element”	means any distinguishable or measurable element of the Services, each to be individually priced, and including Service Instances;
“Service Element Code”	means the unique number used to identify each Service Element, as shown in the Contractor’s Call-Off Service Catalogue;
“Service Establishment Deliverables and Activities”	has the meaning given to it in Paragraph 1.1 of Appendix 1 (Outline Implementation Plan) to Consolidated Schedule 2 (Implementation Plan);
“Service Evaluation Model” or “SEM”	means the service evaluation model contained on the CD Rom labelled “Grapevine 2 IUS”, such CD Rom being signed by the Parties;
“Service Failure”	means any failure to meet a Service Level and/or any defect in or failure of the Contractor System, a Service and/or Service Element which results (or would result if End Users were, at the relevant time, using that Contractor System or Service) in a failure to provide the Contractor System, Service and/or Service Element in accordance with the requirements of this Consolidated Contract or which results in the provision of the Contractor System, Service and/or Service Element to End Users not complying with the requirements of this Consolidated Contract;
“Service Failure Threshold”	means the level of performance of the Contractor System, a Service and/or Service Element, which is unacceptable to the Customer Authority, including as set out in Consolidated Schedule 4 (Service Levels and Related Remedies) and where the Contractor fails to provide the Services in accordance with this Consolidated Contract;
“Service Instance”	means a physical implementation of a Service Element installed as part of the Services;
“Service Management and Service Integration (Service Design)”	means Service Design which has the meaning given to it in ITIL v3;
“Service Management and Service Integration (Service Operations)”	means Service Operations which has the meaning given to it in ITIL v3;
“Service Management and Service Integration”	means Service Strategy which has the meaning given to it in ITIL v3;

(Service Strategy)”	
“Service Management and Service Integration (Service Transition)”	means Service Transition which has the meaning given to it in ITIL v3;
“Service Level”	means in respect of a Service or Service Element for a Customer Authority Site, the service level set out in Consolidated Schedule 4 (Service Levels and Related Remedies);
“Service Level Percentage”	means in respect of a Service Level, the percentage of that Service Level required to be achieved in order to achieve that Service Level;
“Service Lifecycle”	has the meaning given to it in ITIL v3 and comprises 5 distinct lifecycle stages of services: Service Strategy, Service Design, Service Transition, Service Operation and Continual Service Improvement. These stages support the ITIL Service Management capability within an organisation;
“Service Management”	means the obligations set out in Paragraph 4 (Service Management Requirements) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Service Management Capability”	has the meaning given to it in Appendix 3 (Charging Triggers) to Consolidated Schedule 9 (Charges and Invoicing);
“Service Management – 24 hours, 7 days a week Uplift”	has the meaning given to it in Appendix 3 (Charging Triggers) to Consolidated Schedule 9 (Charges and Invoicing);
“Service Management Documentation”	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
“Service Management Event”	means any Incident, Major Incident, Service State Change, Problem, Service Change, Service Request, Knowledge Incident, and instance of the Management Information Exchange becoming Unavailable, and that is subject to the Service Levels set out in Consolidated Schedule 4 (Service Levels and Related Remedies);
“Service Management Framework”	means the Customer Authority's service management framework, which is based on industry best practice (represented by ITIL v3 2011 and supported by the ISS ITIL Processes) and which describes the functions and processes that each delivery team within the Customer Authority supply chain must adhere to in order to provide a consistent approach to service management across the Service Delivery Supply Chain;
“Service Management Delivery Team”	means the Contractor or Contractor's Third Party resources, systems, reporting and processes engaged to deliver the day to day Service Management interactions required to meet the contracted Service Levels and achieve the agreed KPI's in relation to the Service delivery within the SIAM delivery model;
“Service Managers”	means the individuals appointed as such by the Customer Authority and the Contractor in accordance with Paragraph 4.1.3 of Consolidated Schedule 15 (Governance), each a “Service Manager” ;

“Service Measurement Period”	means a calendar month, except that: (a) the first Service Measurement Period for each Service shall begin on the Operational Service Commencement Date for that Service and shall expire at the end of the calendar month; (b) the final Service Measurement Period for each Service shall end on the expiry or termination of that Service or this Consolidated Contract (whichever is the earlier); and (c) Service Credits for a Service will not be applicable until the start of the first full Service Measurement Period for that Service;
“Service Operations”	means the resources and processes used by the Contractor to deliver Service Management activities;
“Service Operations Board”	means the Governance Board described in Paragraph 5.1 (Service Operation Board) of Consolidated Schedule 15 (Governance);
“Service Organisation”	means the Contractor or Contractor’s Third Party resources, systems, reporting and processes engaged to deliver the day to day Service Management interactions required to meet the contracted Service Levels and achieve the agreed KPI’s in relation to the Service delivery within the SIAM delivery model;
“Service Outages”	means any failure by the Contractor to fulfil the Service Management except where due to the termination of this Consolidated Contract;
“Service Request”	means a request in relation to the Services of an ad-hoc nature, in each case the implementation of which: (i) would only result in the application of Charges already set out in the Contractor’s Call-Off Service Catalogue; and (ii) would not change any Services or Charges set out in the Contractor’s Call-Off Service Catalogue;
“Service Request Impact Notification”	means in relation to a Service Request, the Contractor creating a Service Request Record (if one does not already exist) and updating the relevant Service Request Record to confirm the likely impact of the relevant Service Request;
“Service Request Record”	means a record containing the details of a Service Request. Each Service Request Record documents the Lifecycle of a single Service Request and is stored by the Customer Authority OSM;
“Service Requirements”	means the requirements of the Services set out in Part A (Service Requirements) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Service Restoration”	means an action taken by or on behalf of the Contractor which (i) in respect of a Problem, eliminates such Problem, or (ii) in respect of an Incident, eliminates the root cause of such Incident, as more fully described in the ISS ITIL Processes (and “ Restore ”, “ Restoring ” and “ Restored ” shall be construed accordingly). Service Restoration must fully restore the Contractor System, Service and/or Service Element (as relevant), such that such the Contractor System,

	Service and/or Service Element (as relevant) is provided in accordance with the requirements of this Consolidated Contract;
“Service Review Board”	means the Governance Board described in Paragraph 5.3 (Service Review Board) of Consolidated Schedule 15 (Governance);
“Service State Changes”	has the meaning given to such term in the ISS ITIL Processes;
“Service Tranche”	means the particular part of the Services which begins to be provided on a Transfer Date, in circumstances where the Contractor commences providing separate parts of the Services at different times;
“Service Unit Price”	means in respect of a Unit, the price for that Unit, as set out in the Contractor’s Call-Off Service Catalogue;
“Services”	means any and all of the services to be provided by the Contractor under this Consolidated Contract including the Service Management the execution of the Implementation Programme and all of the Contractor’s other obligations under this Consolidated Contract;
“SESM”	means SESM is short for Session Manager and is proprietary to Genband;
“Session Border Controller” or “SBC”	means a piece of network equipment or a collection of functions that control real-time session traffic at the signaling, call control, and packet layers as they cross a notional packet-to-packet network border between networks or between network segments;
“Shared Service”	means resources, systems or applications used to deliver services to more than one customer entity;
“shift left policy”	has the meaning of moving the activity of providing resolution support as close to the first point of contact with the End User as possible in order to reduce waiting time for End Users and simplify support activity;
“Short-Term Hire”	has the meaning given to it in Paragraph 9.6.1 of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Short-Term Hire Service”	has the meaning given to it in Paragraph 9.6 (Short Term Hire Service) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“SIAM”	means the organisation within the Customer Authority responsible for Service Integration and Service Management across all Towers and the wider Customer Authority IT estate;
“Single Number Reach Account”	has the meaning given to it in Paragraph 5.2.7 (Single Number Reach Capability) of Consolidated Schedule 3 (Service Requirements and Contractor Descriptions);
“Single Number Reach Capability”	has the meaning given to it in Paragraph 5.2.7 (Single Number Reach Capability) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);

“One Voice SIP trunk UK”	means the BT product name for SIP trunking PSTN replacement product;
“SIP Trunk”	means a VoIP communications channel between two IP telephony switches, where calls are transmitted using the session initiation protocol;
“Site(s)”	means any premises from which the Services are provided or from which the Contractor manages, organises or otherwise directs the provision or the use of the Services or where any part of the Contractor System is situated or where any physical interface with the Customer Authority System takes place;
“Site Acceptance Testing” or “SAT”	means Testing of the Service, Service Element or Deliverable at a Customer Authority Site;
“Site Service Levels”	has the meaning given to it in Consolidated Schedule 4 (Service Levels and Related Remedies);
“Site Size Band”	has the meaning given to it in Paragraph 5.3.1(ii) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“SMART”	means performance metrics that are specific, measurable, attainable, realistic and timely;
“SAT Report”	means Site Acceptance Test Report;
“SMS”	means Short Message Service;
“Software”	means the Contractor Software and Third Party Software;
“Solvent”	means that an entity: (a) has no reasonable expectation that it or its Holding Company will be affected by an Insolvency Event; and (b) is not undergoing an Insolvency Event;
“Source Code”	means the source code of all the modules and components comprised in the relevant software in human-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all tools, technical information and documentation (including all specifications, input and output formats, algorithms and file structures) that are necessary for the use, reproduction, modification, enhancement and compilation of such software or that have been used for such purposes;
“Spare”	means a resource or device that is not currently used to deliver Services in a live or Test environment and can be utilised if required;
“Spares Pool”	has the meaning given to it in Paragraph 3.10.2 of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Special Contractor IPR”	means the IPR listed in Paragraph 5 (Special Contractor IPR) of Consolidated Schedule 24 (Intellectual Property Rights);
“Specific Change in Law”	means a Change in Law that relates specifically to the business of

	the Customer Authority and which would not affect a Comparable Supply;
“Specific Exit Plan”	has the meaning given to it in Paragraph 4.2 of Consolidated Schedule 20 (Exit Management);
“Spoke Site”	means a Customer Authority Site which depends upon Services at another Customer Authority Site to establish delivery of a Service or Services;
“SRO”	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
“Staff Transfer”	means the transfer of employees pursuant to the Employment Regulations under this Consolidated Contract;
“Staff Vetting Procedures”	means the Customer Authority’s procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of which is subject to any relevant security measures including the provisions of the Official Secrets Act 1911 to 1984;
“Staffing Information”	<p>means in relation to employees, such information as may be reasonably requested (subject to Data Protection Legislation), but including in an anonymised format:</p> <ul style="list-style-type: none"> (a) their ages, dates of commencement of employment and gender; (b) the identity of the employer; (c) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments; (d) the wages, salaries and profit sharing; (e) details of other employment related benefits, including medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them; (f) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims); (g) details of any such individuals on long-term sickness absence, parental leave, maternity leave or other authorised long-term absence; (h) 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 respect of such employees); (i) details of all collective agreements with a brief summary of the current state of negotiations with such bodies and with details of any current industrial disputes and claims for recognition by any trade union; and (j) any other “employee liability information” as such term is

	defined in regulation 11 of the Employment Regulations;
“Standard Market Services”	means services: <ul style="list-style-type: none"> (a) that are commonly and widely available in the ICT marketplace (standard market offerings); (b) that can be readily deployed in response to the Customer Authority’s requirements with little or no customisation; (c) which do not require, or have a reliance on, technology or products that require customisation over and above client specific configuration, before they can be deployed; (d) which require the level of customisation or tailoring of solutions and technological complexity to be minimised; (e) that are able to meet market standard service levels and provide enhanced service management; (f) that can be easily and quickly adapted in order to exploit future advancements and innovations in the ICT marketplace; and (g) that are compliant with the PSN Standards and align with the PSN marketplace being adopted by the Cabinet Office for Defence contracts;
“Standard Service”	means an agreed service instance or type that has been defined in the published Contractor’s Call-Off Service Catalogue;
“Standards”	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement and shall include any additional standards set out in Consolidated Schedule 6 (Standards);
“Step-in”	means the exercise of the rights of the Customer Authority pursuant to Clause 51 (Step-In Rights) of this Consolidated Contract;
“Step-in Notice”	has the meaning given to it in Clause 51.6 (Step-In Rights) of this Consolidated Contract;
“Step-in Services”	has the meaning given to it in Clause 51.8.2 (Step-In Rights) of this Consolidated Contract;
“Step-Out Date”	has the meaning given to it in Clause 51.10.2 (Step-In Rights) of this Consolidated Contract;
“Step-Out Notice”	has the meaning given to it in Clause 51.10 (Step-In Rights) of this Consolidated Contract;
“Step-Out Plan”	has the meaning given to it in Clause 51.11 (Step-In Rights) of this Consolidated Contract;
“Sub-contract”	means any contract or agreement or proposed contract or agreement between the Contractor and any third party whereby that third party agrees to provide to the Contractor the Services or any part thereof or facilities or services necessary 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 the third party with whom the Contractor enters into a Sub-

	contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents;
“Subscriber Domain”	means in respect of a Service, the domain in which that Service is to be provided, as more particularly defined for each Service in the relevant part of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions). Different Services may have different countries included in the Subscriber Domain for those Services;
“Subsidiary”	means a subsidiary as defined by sections 1159 and 1160 of the Companies Act 2006;
“Supply Chain Operations Board”	means the Governance Board described in Paragraph 6 (Supply Chain Operations Board) of Consolidated Schedule 15 (Governance);
“Supporting Documentation”	means sufficient information to enable the Customer Authority to reasonably assess whether the Charges detailed on the Contractor’s invoice are properly payable;
“Suspension”	means a suspension, pursuant to the Framework Agreement, of the Contractor’s rights and “Suspend” and “Suspended” shall be construed accordingly;
Systems Acceptance Reviews	means a joint Contractor and Customer Authority review meeting to confirm the live operational status of the Contractor’s new the OSS stack;
“Tactical Conference Terminal (including screen)”	has the meaning given to it in Paragraph 6.4.2(iii) (Tactical Conference Terminal (including screen)) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Target Profit Margin”	means the level of Profit as a percentage of Revenue that the Contractor is planning to achieve over the course of the Initial Term and any Extension Periods, respectively, as shown in the Base Case Financial Model’s Output Sheets. The Target Profit Margin shall be 5.9166% for the Initial Term, 22.9430% for any initial Extension Period and 21.3209% for any subsequent Extension Period;
“Target Supply Chain Model” or “TSCM”	has the meaning defined in Section 1.3 of the ISS Service Management Framework (version 2_0);
“Target Operating Model” or “TOM”	means a description of the desired state of the operations of the contract and includes a roadmap over time specifying requirements for moving from As-Is to the To-be state;
“Taxes and Telecommunications Levies”	means all statutory, governmental, state, provincial, local government or municipal taxes, impositions, duties, contributions, rates, fees and levies including taxes, impositions, contributions, rates, fees and levies (but excluding VAT) in connection with: (i) a person’s net worth, revenues, property, buildings or telecommunications infrastructure; (ii) the provision or receipt of services similar to the Services; (iii) universal service contributions and funds; (iv) telecommunications permits, licences, authorisations and consents, and in each case shall include any other similar

	charges, whenever and wherever imposed;
“Technical Infrastructure Register”	has the meaning given to it in Paragraph 2.1.5 of Appendix 3 (Re-procurement Information and Exit Management Information) to Consolidated Schedule 14 (Performance Monitoring and Reporting);
“Technical Roadmap”	means the technical roadmap showing the Customer Authority’s vision for the future of its ICT Environment and services, as amended and updated from time to time;
“Technical Strategy”	means the Customer Authority’s strategy for delivering the Technical Roadmap, as amended and updated from time to time;
“Technology Refresh Plan”	means the plan described as such and set out in Appendix 1 (Technology Refresh Plan) to Consolidated Schedule 5 (Technology Refresh Plan and Procurement Plan), as updated from time to time in accordance with Clause 11 (Equipment) of this Consolidated Contract;
“Telephone Preference Service”	means the central opt-out register through which individuals or organisations can register their wish not to receive unsolicited sales and marketing telephone calls;
“Telephony Berthing Service”	has the meaning given to it in Paragraph 5.3.6 (Telephony Berthing Service) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Template Financial Model”	means the template Financial Model at Appendix 1 (Template Financial Model) to Consolidated Schedule 10 (Financial Model);
“Temporary Enhancement”	has the meaning given to it in Paragraph 9.2.5 (Temporary Enhancement Service) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Temporary Enhancement Service”	has the meaning given to it in Paragraph 9.2.5 (Temporary Enhancement Service) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“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 Consolidated Contract;
“Termination Notice”	means a notice to terminate this Consolidated Contract or part of the Services either immediately or at a date specified in such notice;
“Termination Payment”	means a payment paid pursuant to Clause 49 (Payments Made on Termination) of this Consolidated Contract;
“Termination Payments Calculation”	has the meaning given to it in Paragraph 4.3 of Consolidated Schedule 13 (Payments on Termination);
“Termination Payments Estimate”	has the meaning given to it in Paragraph 4.1 of Consolidated Schedule 13 (Payments on Termination);
“Termination Services”	means the services and activities to be performed by the Contractor pursuant to an Exit Plan, including ongoing provision of the Services, performance of those activities listed in Consolidated Schedule 20 (Exit Management) and any other services required in

	connection with the Customer Authority's transfer of a Service to one or more Replacement Contractor(s) or in connection with a competition for a potential Replacement Contractor(s);
"Termination Transfer"	has the meaning given to it in Paragraph 3 (Application of the Employment Regulations on Termination of the Provision of the Services by the Contractor or at the End of the Term) of Consolidated Schedule 21 (Staff Transfer);
"Termination Transfer Date"	means each date on which the Services or any part of the Services cease to be provided by the Contractor in circumstances where the Replacement Contractor or the Customer Authority will commence the provision of Replacement Services. Where there is a Partial Termination, or where there are multiple Replacement Contractors, there may be several Termination Transfer Dates;
"Termination Transferring Employees"	means the Contractor Personnel assigned to providing the Services which cease to be provided on the Termination Transfer Date and whose names are included in the list provided by the Contractor in accordance with the terms of this Consolidated Contract;
"Test" and "Testing"	means testing a Deliverable, Service or Service Element as part of Implementation in order to verify that such Deliverable, Service, Service Element or Milestone meets the requirements set out in the relevant Test Specification and Test Success Criteria. Such testing, in respect of Deliverables, Services and Service Elements, will consist of unit, integration, interface (including interfacing with other Towers), functional, non-functional (which shall also be performed in accordance with the ISS ITIL Processes), security and compliance with the Standards, performance, user acceptance and operational acceptance testing of the proposed Deliverable, Service or Service Element;
"Test Certificate"	means a certificate materially in the form of the document contained in Appendix 1 (Test Certificate) to Consolidated Schedule 19 (Testing Procedures), issued by the Customer Authority either as an unconditional test certificate pursuant to Paragraph 12.1 of that Consolidated Schedule, or as a conditional test certificate pursuant to Paragraph 12.3 of that Consolidated Schedule;
"Test Completion Review"	means a joint Contractor and Customer Authority review meeting to provide information to the Customer Authority in respect of whether the agreed Test exit criteria for a Service, Service Element or Deliverable have been;
"Test Environment"	means the Test Environments described in Paragraph 4.2.10 of Consolidated Schedule 19 (Test Procedures) and Paragraph 16.6.3 of Consolidated Schedule 3 Part B;
"Test Issue"	means any variance or non-conformity of a Deliverable, Service or Service Element from its requirements as set out in the relevant Test Success Criteria;
"Test Issue Management"	means a log for the recording of Test Issues as described further in

Log	Paragraph 9.2 of Consolidated Schedule 19 (Testing Procedures);
“Test Lifecycle”	has the meaning given to it in Paragraph 5.11.4 in Part B of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Test Plan”	means a plan for the Testing of Deliverables, Services, Service Elements and other criteria agreed in writing by the Parties related to the achievement of Milestones, as described further in Paragraph 5 (Test Plans) of Consolidated Schedule 19 (Testing Procedures);
“Test Progress Meetings”	means a joint Contractor and Customer Authority review meeting to discuss Test execution progress for each Test Plan for a Service, Service Element or Deliverable;
“Test Readiness Review”	means a joint Contractor and Customer Authority review meeting to determine whether the agreed Test entry criteria for a Service, Service Element or Deliverable have been met to allow Testing to start;
“Test Report”	means a report setting out the results of any Tests which shall include the information set out in Paragraph 8.5 or Paragraph 8.6 (as appropriate) of Consolidated Schedule 19 (Testing Procedures);
“Test Specification”	means the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described further in Paragraph 7 (Test Specifications) of Consolidated Schedule 19 (Testing Procedures);
“Test Strategy”	means a strategy for the conduct of Testing as described further in Paragraph 4 (Test Strategy) of Consolidated Schedule 19 (Testing Procedures);
“Test Success Criteria” or “Test Exit Criteria”	means the test success criteria referred to in Paragraph 6 (Test Success Criteria) of Consolidated Schedule 19 (Testing Procedures);
“Test Witness”	means any person appointed by the Customer Authority pursuant to Paragraph 10 (Test Witnessing) of Consolidated Schedule 19 (Testing Procedures), and the witnessing of Tests by such test witnesses shall be known as “Test Witnessing” ;
“Testing Manager”	means the individual appointed as such by the Contractor in accordance with Paragraph 3.6 of Consolidated Schedule 19 (Testing Procedures);
“Testing Procedures”	means the Test Success Criteria and any other testing procedures set out in or required pursuant to Consolidated Schedule 19 (Testing Procedures);
“Testing Quality Audit”	has the meaning given to it in Paragraph 11.1 of Consolidated Schedule 19 (Testing Procedures);
“TDM”	means time-division multiplexing;
“Third Party Access Service”	has the meaning given to it in Paragraph 5.6 (Third Party Access Service) of Consolidated Schedule 3 (Service Requirements and

	Contractor Service Descriptions);
“Third Party Dispute”	has the meaning given to it in Paragraph 10.1 of Consolidated Schedule 23 (Dispute Resolution Procedure);
“Third Party Motor Insurance”	means insurance that indemnifies the Contractor in respect of all sums which the Contractor shall become legally liable for in respect of third party death and bodily injury and third party property damage arising out of the use of mechanically propelled vehicles (as determined by the Road Traffic Act 1988), provided that for the purposes of this definition, ‘third party’ shall be taken to mean any party that is not the Contractor, and therefore the Customer Authority shall be one such “third party”;
“Third Party Public and Products Liability Insurance”	<p>means insurance that indemnifies the Contractor in respect of all sums that the Contractor shall become legally liable for (including the claimant’s the Customer Authority’s costs and expenses), in respect of accidental:</p> <ul style="list-style-type: none"> (a) death or bodily injury to or sickness, illness or disease contracted by any person (not an employee of the Contractor); and (b) loss of or damage to property (not the property of the Contractor), <p>arising out of or in connection with the provision of the Services and in connection with this Consolidated Contract, provided that for the purposes of this definition “third party” shall be taken to mean any party that is not the Contractor, and therefore the Customer Authority shall be one such “third party”;</p>
“Third Party Software”	means software which is proprietary to any third party (other than an Affiliate of the Contractor) which is or will be used for the purposes of providing the Services;
“Third Party Terminal Test”	has the meaning given to it in Paragraph 6.2.5 of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Third Party Terminal Testing”	has the meaning given to it in Paragraph 6.2.5 of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Threat to Security”	<p>means the range of security threats that is comprised of:</p> <ul style="list-style-type: none"> (a) the extant traditional threat from state on state conflicts; (b) terrorism carried out by international and domestic terrorist groups; (c) espionage, including as a result of a number of foreign states seeking to acquire sensitive UK information and technologies; (d) cyber threats used by hostile actors to conduct espionage operations or launch damaging computer network attacks; and (e) asymmetric threats from non-state and failed state actors

	using a blend of tactics such as economic, cyber and proxy threat actors;
“Time and Materials Basis”	<p>means that the cost of a service or activity shall be the sum of:</p> <ul style="list-style-type: none"> (a) the labour costs of those Contractor Personnel engaged in the performance of that service or activity. Such sum shall be equal to the amount of time directly and necessarily spent by such Personnel in the performance of such service or activity at the rates set out in the Rate Card (or in the absence of an appropriate rate in the Rate Card, at cost); plus (b) any payments to third parties directly and necessarily made in the performance of such service or activity. Such payments to be passed through without the addition of any margin or overhead by the Contractor and with the benefit of any volume or other related discount, provided that: <ul style="list-style-type: none"> (i) the Contractor shall provide the Customer Authority with reasonable substantiation of any such costs, including copies of timesheets and invoices or receipts received from third parties; and (ii) the Contractor must use all reasonable endeavours to use efficiently all resources chargeable to the Customer Authority in respect of that service or activity so as to minimise the cost to the Customer Authority;
“TLB”	means the top level budget area for a Customer Authority department;
“Top Level Budget Holder”	means the Customer Authority personnel responsible for the relevant TLB;
“TOP SECRET”	<p>means:</p> <ul style="list-style-type: none"> (a) information at the TOP SECRET Security Classification, as such Security Classification is defined within the GSC; or (b) in respect of a Service or Service Element, that such Service or Service Element is capable of carrying and transmitting information at the TOP SECRET Security Classification, as such Security Classification is defined within the GSC;
“TOP SECRET STRAP 2”	means, in respect of a Service or Service Element, that such Service or Service Element is capable of carrying and transmitting information at the TOP SECRET Security Classification, as such Security Classification is defined within the GSC and complies with the requirements of HM Government STRAP Supplement version 1.1 dated February 2013;
“Total Asset Expenditure”	has the meaning given to it in Paragraph 8.5 of Consolidated Schedule 9 (Charges and Invoicing);

“Total Excess Profit Amount”	has the meaning given to it in Paragraph 3.3.3(ii) (Calculation of Total Excess Profit Amount) of Consolidated Schedule 12 (Excess Profit Sharing);
“Tower”	has the meaning given to it in Recital B of this Consolidated Contract;
“Transfer Date”	means each date on which one or more (as applicable) of the Transferring Outgoing Service Provider Employees and/or the Transferring Customer Authority Employees transfer in accordance with the Employment Regulations to the employment of the Contractor (or where relevant any Sub-contractor), that being a date on which the Contractor takes responsibility for some part (or all of) the provision of the Services. Where the Contractor is taking over the Services in stages or from multiple previous Outgoing Service Providers, there may be several Transfer Dates;
“Transferring Assets”	means such assets in which ownership is transferred (or a licence or other rights are granted) to the Customer Authority on termination or expiry of this Consolidated Contract and as specified in the Exit Management Plan;
“Transferring Contracts”	has the meaning given to it in Paragraph 8.2.2 of Consolidated Schedule 20 (Exit Management);
“Transferring Customer Authority Employees”	means the employees of the Customer Authority listed in Appendix 2 (Transferring Customer Authority Employees) to Consolidated Schedule 21 (Staff Transfer (UK)) or such other country-specific schedule required pursuant to Paragraph 10.1 of that Schedule, as appropriate, identified in each case (in circumstances where the Contractor will commence providing separate parts of the Services at different times) by reference to the relevant Service Tranche which will replace the services performed by the Outgoing Service Providers on the relevant Transfer Date or otherwise those employees of the Customer Authority who are identified pursuant to Paragraphs 2.16 and 2.17 of Consolidated Schedule 21 (Staff Transfer) (or the equivalent paragraphs in such other country-specific schedule);
“Transferring Outgoing Service Provider Employees”	means the employees of the Outgoing Service Providers listed in Appendix 3 (Transferring Outgoing Service Provider Employees) to Consolidated Schedule 21 (Staff Transfer (UK)) or such other country-specific schedule required pursuant to Paragraph 10.1 of that Schedule, as appropriate, identified in each case (in circumstances where the Contractor will commence providing separate parts of the Services at different times) by reference to the relevant Service Tranche which will replace the services performed by the Outgoing Service Providers on the relevant Transfer Date or otherwise those employees of the Outgoing Service Providers who are identified pursuant to Paragraphs 2.5 and 2.6 of Consolidated Schedule 21 (Staff Transfer) (or the equivalent paragraphs in such other country-specific schedule);

“Transition”	has the meaning given to it in Paragraph 4.2.1 of Consolidated Schedule 2 (Implementation Plan) and “Transitioned” shall be construed accordingly;
“Transition Acceptance Date”	<p>means the date on which Unconditional Milestone Achievement Certificates have been issued in respect of:</p> <p>(a) Milestone number 2: Key Milestone, Service Management Established; and</p> <p>(b) where:</p> <p>(i) Transition occurs prior to Migration, Milestone number: 6.5: Service Acceptance Date – Transition: Fixed Voice Service; or 6.6: Service Acceptance Date – Transition: Mobile Voice and Data Service, as applicable; or</p> <p>(ii) Transition and Migration occur at the same time, Milestone number: 6.1: Service Acceptance Date – Implementation: Boundary Protection Service; 6.2: Service Acceptance Date – Implementation: Operator Assistance Service; 6.3: Service Acceptance Date – Implementation: Encryption Service; or 6.4: Service Acceptance Date – Implementation: Conferencing Service, as applicable,</p> <p>in each case in respect of each and every Service;</p>
“Transparency Agenda”	means the transparency initiatives of the Government, as overseen by the public sector transparency board (and its successors), from time to time;
“Triggering Service Downtime”	has the meaning given to it in Paragraph 8.8.1 of Consolidated Schedule 4 (Service Levels and Related Remedies);
“True-up Period”	means the period from the date of completion of Transition in respect of the first Volume Charge Service Element to be Transitioned until the date that Milestone number 19: Overall Implementation Acceptance Date is Achieved;
“True-up Process”	means the true-up process described in Paragraph 3 (True-up Process) of Consolidated Schedule 2 (Implementation Plan);
“True-up Report”	has the meaning given to it in Paragraph 3.1 of Consolidated Schedule 2 (Implementation Plan);
“TUPE”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246);
“TUPE Specific Information”	has the meaning given to it in Paragraph 3.1.3 of Appendix 3 (Re-procurement Information and Exit Management Information) to Consolidated Schedule 14 (Performance Monitoring and Reporting);
“Twenty-fifth Percentile”	means the lowest twenty five per cent (25%) of the range of prices for Comparable Services, based on an analysis of Equivalent

	Services Data;
“UIN”	means in respect of the Services, the Unit Identification Number (UIN), which is provided by the Customer Authority from time to time to identify the Customer Authority area to which the Charges should be allocated within the P2P System;
“UK” or “United Kingdom”	means England, Wales, Scotland and Northern Ireland;
“UK Critical National Infrastructure”	has the meaning given to it by the Centre for the Protection of National Infrastructure, from time to time;
“Ultimate Holding Company”	means in relation to any Relevant Entity, the Holding Company which is not owned by a Holding Company;
“Ultimate Holding Company Change”	means any transaction or series of transactions which result in: <ul style="list-style-type: none"> (a) a change in the identity of the Ultimate Holding Company; (b) a Change of Ownership or Control of the Ultimate Holding Company; and/or (c) the acquisition of Control of the Relevant Entity by a person (or connected persons or persons acting in concert) which are not themselves Controlled by the Ultimate Holding Company;
“UMTS”	means Universal Mobile Telephone System;
“Unavailable”	means in relation to the Contractor System, a Service or a Service Element, that the Contractor System, Service and/or Service Element are not Available;
“Unclassified”	means in respect of a Service or Service Element, that such Service or Service Element is to be delivered outside of the GSC;
“Unconditional Milestone Achievement Certificate”	has the meaning given to it in Paragraph 12.4 of Consolidated Schedule 19 (Testing Procedures);
“Unit”	means in respect of a Service Element shown in the Contractor’s Call-Off Service Catalogue, the unit of such Service Element to which the Service Unit Price shown against that Service Element in the Contractor’s Call-Off Service Catalogue applies;
“Unplanned Downtime”	means in respect of a Service or Service Element to be delivered to any Customer Authority Site, any time within the Agreed Service Time when the Contractor System, the Service or the Service Element is not Available, excluding Planned Downtime;
“Unrecovered Costs”	means the Allowable Costs incurred by the Contractor in the performance of this Consolidated Contract and detailed in the Financial Model from time to time, to the extent that the same remain to be recovered through the Charges at the date this Consolidated Contract terminates. Such costs will exclude financing costs (including internal costs of financing and working capital) and Overheads but include profit earned up to the point of termination but not received accruing to these costs;
“Updated Financial	means the Base Case Financial Model as updated pursuant to

Model	Paragraph 6 (Updates to the Financial Model) of Consolidated Schedule 10 (Financial Model);
“Upper Excess Profit Range”	means the applicable percentage, set out in Appendix 1 (Excess Profit Sharing Table) to Consolidated Schedule 12 (Excess Profit Sharing);
“UML”	means unified modelling language and is a visual language for capturing software designs and patterns;
“Use Case”	means a UML diagram used to capture system functionality and requirements. Use case diagrams consist of named pieces of functionality (use cases), the persons or things invoking the functionality (actors), and possibly the elements responsible for implementing the use cases (subjects);
“User Experience”	means that the Services achieve the following: <ul style="list-style-type: none"> (a) simplifying the services with which the End User must interact in order to achieve their business objectives; (b) providing a seamless experience from an End User perspective, such an experience being achieved through seamless end-to-end integration of multiple systems and services to deliver the service levels required under the Consolidated Contract and to enable End Users to issue demands and make requests for support via a single interaction with a service desk; and (c) providing Business Continuity, especially during the Transition, Migration and Exit Period phases of the Consolidated Contract;
“Value for Money”	means the Services and the Charges achieve or exceed the requirements set out in, and comply with, the provisions of Clause 16 and Consolidated Schedule 11 (<i>Value for Money</i>);
“Value for Money Mechanism”	has the meaning given to it in Paragraph 1.2 of Consolidated Schedule 11 (Value for Money);
“Value for Money Report”	has the meaning given to it in Paragraph 7.1 of Consolidated Schedule 11 (Value for Money);
“Variant Gantt”	means a Microsoft Project Gantt representation of the Migration, Transition and Implementation activities required at a given category of Site (site variant);
“VAT”	means value added tax as provided for in the Value Added Tax Act 1994;
“Verification Cross Reference Index” or “VCRI”	has the meaning given to it in Paragraph 16.18.9 of Part B of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Video Conferencing Service”	means the part of the Conferencing Service delivered wholly or partly through video media;
“Voice Core”	means the centralised network used to deliver Fixed Voice Service and the voice Service Components of the Mobile Voice and Data

	Service;
“Voice Port”	has the meaning given to it in Paragraph 5.3.3(i) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Voice Service Group”	has the meaning given to it in Paragraph 5.2.9 (Group Voice Service) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Voice User Account”	has the meaning given to it in Paragraph 5.2.8 (Voice User Accounts) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Voicemail”	means a recorded message left for an End User using the Voicemail Service;
“Voicemail Service”	has the meaning given to it in Paragraph 5.2.10 (Voicemail Service) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Voicemail Service Account”	has the meaning given to it in Paragraph 5.2.10 (Voicemail Service) of Consolidated Schedule 3 (Service Requirements and Contractor Service Descriptions);
“Volume Charge(s)”	means the Charge(s) indicated as such in Appendix 2 (Contractor’s Call-Off Service Catalogue) to Consolidated Schedule 9 (Charges and Invoicing) and calculated in accordance with Consolidated Schedule 9 (Charges and Invoicing);
“Volume Charge Service Element”	means, for each Service, those Service Elements indicated as having Volume Charge(s) applicable to them in Appendix 2 (Contractor’s Call-Off Service Catalogue) of Consolidated Schedule 9 (Charges and Invoicing);
“WAN Services”	has the meaning given to it in Consolidated Schedule 8 (Customer Authority Dependencies);
“Warning Notice”	has the meaning given to it in Clause 7.27 (Service Levels, Performance Monitoring and Warning Notices) of this Consolidated Contract;
“WAV file”	means a recognised file format to store audio files;
“Web based User Interface”	means an End User interface delivered via a web browser;
“Whole Life Cost” or “WLC”	means the projected cost of the provision of the Services to the Customer Authority;
“Wider PSN Contractors”	has the meaning given to it in Schedule 1 (Definitions) of the Framework Agreement;
“Wilful Default”	means a breach by a Party of its obligations under this Consolidated Contract, where at the time the breach was committed, that Party either knew (or was reckless to the fact) that the breach would arise from its acts or omissions;

“Workaround”	means an action taken by or on behalf of the Contractor which eliminates the impact of a Problem or an Incident (as relevant) for which Service Restoration is not yet available, as more fully described in the ISS ITIL Processes, as more fully described in the ISS ITIL Processes. Any Workaround must fully restore the Contractor System, Service and/or Service Element (as relevant), such that such the Contractor System, Service and/or Service Element (as relevant) is provided in accordance with the requirements of this Consolidated Contract;
“Workforce Code of Practice”	means the Code of Practice on Workforce Matters in Public Sector Service Contracts issued by the Cabinet Office on 18 March 2005 (as amended from time to time);
“Working Day”	means any day other than a Saturday, Sunday or public holiday in England and Wales, or (in respect of an obligation relating to a Service or thing that is to be received outside of England and Wales) similar local arrangements;
“Working Hours”	means the usual business hours in the relevant country; and
“Working Time Directive”	means the Working Time Directive, 2003/88/EC;
“XML Schema”	means a recommendation of the World Wide Web Consortium, which specifies how to formally describe the elements in an extensible mark-up language (XML) document. It is used by programmers to verify each piece of item content in a document;