



Home Office

AUTHORITY: The Secretary of State for the Home Department

## **SCHEDULE 1**

### **DEFINITIONS**

**NEXT GENERATION OUTSOURCED VISA SERVICES**

- 1.1 Unless the context otherwise requires, the following expressions shall have the meaning set out below.

<b>“Accreditor”</b>	means the person appointed by the Authority who Accredits the System.
<b>“Acquired Rights Directive” or “ARD”</b>	means, where applicable in law in the relevant Country, the Acquired Rights Directive 2001/23/EC, any legislation implementing such Directive or any equivalent legislation which operates automatically to transfer the employment contracts of employees.
<b>“Actual Commencement Date”</b>	means the date on which the Supplier assumes responsibility for fulfilling the Services Requirements at a VAC, following the signing by the Authority of the relevant Go-Live Readiness Certificate for such VAC.
<b>“Actual UPV Profit Margin”</b>	has the meaning set out in Section 8.7.2(i) of Schedule 23 ( <b>User Pays Services</b> ).
<b>“ADR Procedure”</b>	has the meaning set out in Section 11.6.1(b) of Schedule 8 ( <b>Governance and Contract Management</b> ).
<b>“Affected Party”</b>	has the meaning set out in Clause 49.1 of the Terms and Conditions.
<b>“Aggregate Liability Cap”</b>	has the meaning set out in Clause 43.2.1 of the Terms and Conditions.
<b>“Agreed Profit Margin”</b>	means the percentage profit margin shown for a specific User Pays VAC in the Financial Model at Annex 6-1 to Schedule 6 ( <b>Pricing, Payment and Invoicing</b> ).
<b>“Agreed UPV Profit Margin”</b>	means the percentage profit margin shown for a specific User Pays VAC in the Financial Model at Annex 6-1 to Schedule 6 ( <b>Pricing, Payment and Invoicing</b> ).
<b>“Agreement”</b>	means the Terms and Conditions and all Schedules (except Part B of Schedule 3 ( <b>Supplier’s Solution</b> ) which is attached for information only), Annexes and appendices, together with any other documents expressly incorporated by reference.
<b>“Alternative Discretionary VAC Charge”</b>	has the meaning set out in Section 8.6.1 of Schedule 23 ( <b>User Pays Services</b> ).
<b>“Alternative Dispute Resolution”</b>	has the meaning set out in Section 11.6 of Schedule 8 ( <b>Governance and Contract Management</b> ).
<b>"Amber Snags"</b>	means a snag that has been identified as “amber” in accordance with Section 4.6.4 of Schedule 5 ( <b>Transition</b> ).
<b>“AMD”</b>	means an Archway Metal Detector (also known as a Walk-Through Metal Detector). An industry standard device used to screen for prohibited items or materials that, if carried into a VAC, may pose a security threat.
<b>“Amount at Risk”</b>	has the meaning set out in Section 5.6.1 of Schedule 7 ( <b>Service Levels and Service Credits</b> ).
<b>“Annex”</b>	means an annex to a Schedule.
<b>“Annual Liability Cap”</b>	has the meaning set out in Clause 42.1.1 of the Terms and Conditions.
<b>“Annual Review”</b>	has the meaning set out in Clause 12.6 of the Terms and Conditions.
<b>“Applicant Data”</b>	means information about any Visa Applicant, either provided by the Visa Applicant during the Visa Application Process or already held by the Authority or the Supplier.

<b>“Application Portal”</b>	means the Authority's website used by Visa Applicants to submit a Visa Application.
<b>“Application Processing Charges”</b>	means the element of the Service Charges with respect to the provision of the Visa Application Services, as set out in Schedule 6 ( <b>Pricing, Payment and Invoicing</b> ).
<b>"Application Streaming Services"</b>	has the meaning set out in Service Pack 7 of Schedule 2 ( <b>Statement Of Requirements</b> )
<b>"Appointment Confirmation Receipt"</b>	means the appointment confirmation receipt issued following the completion by the Visa Applicant of their online Visa Application on the Authority's e-online Application Portal, which confirms that the Visa Application Fee has been paid and provides a Unique Application Identification Number and the date and time of the VAC appointment.
<b>"Appointment Portal"</b>	means the Authority's e-online appointment system used by Visa Applicants to book an appointment at a VAC for Biometric Enrolment.
<b>"Approved User Pays Services"</b>	means all User Pays Services proposals that have been submitted to the Authority by the Supplier and for which the Authority has given approval to the Supplier to commence the provision of such User Pays Services.
<b>“Assets”</b>	means the equipment (including computer hardware), any associated peripherals and connecting equipment and any other tangible assets, either owned or leased by either the Authority, the Supplier or any Material Subcontractor, and used directly in the fulfilment of any of the Services Requirements.
<b>“Assistance Commencement Date”</b>	has the meaning set out in Section 1.5 of Schedule 9 ( <b>Exit Management</b> ).
<b>“Audit Records”</b>	has the meaning set in Section 2.1 of Schedule 15 ( <b>Audit Access</b> ).
<b>“Audit Report”</b>	has the meaning set in Section 5.1 of Schedule 15 ( <b>Audit Access</b> )
<b>“Audit Rights</b>	means the Authority's rights to carry out Audits as set in Schedule 15 ( <b>Audit Access</b> ).
<b>“Audits”</b>	has the meaning set in Section 3.1 of Schedule 15 ( <b>Audit Access</b> ).
<b>“Authorised Person”</b>	has the meaning set in Section 6.1 of Schedule 4 ( <b>Security</b> ).
<b>“Authorised Personnel”</b>	has the meaning set in Section 6.1 of Schedule 4 ( <b>Security</b> ).
<b>“Authorised Supplier Personnel”</b>	means Supplier Personnel who meet the requirements set out in section 6 of Schedule 4 ( <b>Security</b> ).
<b>“Authority”</b>	means the Her Majesty's Principal Secretary of State for the Home Department
<b>“Authority Assets”</b>	means the assets and equipment owned or controlled by the Authority that the Authority provides, allows the Supplier to use, or otherwise makes available to the Supplier and which are necessary for the Supplier to fulfil the Services Requirements.
<b>“Authority Audit Representative”</b>	means any representative or employee of the Authority, the Authority's external auditors and/or any third party appointed by the Authority to conduct an Audit on its behalf, including the FCO Internal Audit Department and FCO Financial Compliance Unit, as notified to the Supplier from time to time.
<b>"Authority Chargeable Change Control Process"</b>	has the meaning set out in Section 7.1 of Schedule 10 (Change Control).

<b>"Authority Chargeable Changes"</b>	means a Chargeable Change for which the Authority levies a charge for additional resources or equipment provided to the Supplier by the Authority.
<b>"Authority Charges"</b>	means a charge levied by the Authority in accordance with an Authority Chargeable Change.
<b>"Authority Contract Manager"</b>	means the representatives of the Authority who represents the Authority on matters of contract management.
<b>"Authority Data"</b>	means all data and written information relating to the Authority, Visa Applicants and/or any other Government Department which is provided to or created by or on behalf of the Supplier in the course of fulfilling the Services Requirements, including data or information about any of their operations, facilities, personnel, assets, products, programs, and the Services Requirements, and including Applicant Data.
<b>"Authority Facilities"</b>	means the Posts and any other Authority owned or controlled premises.
<b>"Authority Material"</b>	means any Material, the Intellectual Property Rights in which are owned by the Authority or any other Government Department, which is used to provide, or which forms part of, the Services Requirements, and shall include all Modification to such Material.
<b>"Authority Personal Data"</b>	means any Authority Data which is personal data (as such term is defined in the DPA or equivalent legislation).
<b>"Authority Personnel"</b>	means all employees, officers, consultants, contractors and agents employed or engaged by the Authority from time to time.
<b>"Authority PL Revenue Share"</b>	means the amount of cost abatement due to the Authority in relation to the Authority's share of total Premium Lounge income for a Region, calculated with reference to the agreed percentages at Annex 23-1 to Schedule 23 ( <b>User Pays Services</b> ).
<b>"Authority Policy Document"</b>	means a formal statement of policy or a Standard Operating Procedure issued by the Authority and updated from time to time.
<b>"Authority Policies"</b>	means the Security Policy, the Authority's health and safety policy and any other policy or guidance of the Authority notified to the Supplier prior to the Effective Date or, thereafter, introduced by the Authority as a Mandatory Change.
<b>"Authority PV Discount"</b>	has the meaning set out in Section 4.1.2 of Schedule 23 ( <b>User Pays Services</b> ).
<b>"Authority Regional Executives"</b>	means the representatives of the Authority having the roles and functions so described in Schedule 8 section 8 ( <b>Governance and Contract Management</b> ).
<b>"Authority Regional Management"</b>	means Authority Personnel who have certain management responsibilities and are based in a particular Region or Country
<b>"Authority Security Policy and Standards"</b>	means any security policies and standards used by the Authority to maintain the security, safety, and integrity of its Visa Application operations and all related assets, materials and data.
<b>"Authority Software"</b>	means any Software, the Intellectual Property Rights in which are owned by the Authority, any Services Recipient or any other Government Department or agency, which is used to provide, or which forms part of, the Services Requirements, including the Biometric Software, and shall include all Modifications to such Software.

<b>“Authority SPV Discount”</b>	has the meaning set out in Section 5.1.2 of Schedule 23 ( <b>User Pays Services</b> ).
<b>"Authority Supported Chargeable Services (ASCS)"</b>	means all User Pays Services provided by the Supplier that require resources from the Authority to deliver and for which the Authority receives financial benefit as set out in Schedule 6 ( <b>Pricing, Payment and Invoicing</b> ).
<b>“Authority’s Audit Representative”</b>	means any representative or employee of the Authority, its external auditors and/or any third party appointed by the Authority to conduct an Audit on its behalf, including the FCO Internal Audit Department and FCO Financial Compliance Unit, as notified to the Supplier from time to time
<b>"Authority's Contract Management Team"</b>	means the Authority's Contract Management Team which is based in the Authority's head office in London.
<b>“Authority’s Immigration and Asylum Biometric System Standards”</b>	means a set of standards to be issued by the Authority which set out the image quality metrics to be associated with Biometric Data.
<b>“Authority’s Projected Volumes”</b>	means the number of Visa Applications forecast by the Authority based on its business forecasting tools and methods.
<b>"Authority's Rationalisation Programme"</b>	means the Authority's programme of change that includes a proposed reduction in the number of Decision Making Centres.
<b>“Authority’s Regional Management”</b>	means Authority Personnel based in a specific Region or Country.
<b>“Authority’s Security Policy and Security Standards”</b>	means any security policies and standards used by the Authority to maintain the security, safety, and integrity of its Visa Application operations and all related assets, materials and data.
<b>"Authority's Website"</b>	means the Authority's website which provides Customers with information about the Visa Application Process.
<b>“Base Rate”</b>	means the official bank rate of the Bank of England from time to time applicable in the United Kingdom (or if no longer published, such other rate as may succeed it).
<b>“BCDR Event”</b>	means any incident or event that causes (or is likely to cause) an adverse effect on the performance of the Services, whether at a single location or multiple locations, including any material 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;
<b>“BES Kit”</b>	means the Biometric Equipment.
<b>"Biometric Appointment Management Service"</b>	has the meaning set out in Service Pack 3 of Schedule 2 ( <b>Statement Of Requirements</b> ).
<b>“Biometric Best Practice Biometric Capture and Training Material”</b>	means a document or documents which provide details of best practice for biometric capture of facial images, flat fingerprints and signatures.
<b>"Biometric Collection"</b>	means the collection of the Visa Applicant's Biometric Data and the transfer of such Biometric Data to the Authority.
<b>"Biometric Data"</b>	means the fingerprints, a facial photograph and the signature of a Visa Applicant.
<b>"Biometric Enrolment"</b>	means the process of identifying a Visa Applicant and enrolling their fingerprints, facial image and signature, as appropriate using the Biometric Equipment.

"Biometric Enrolment Data Sets"	means the data that is collected during a Biometric Enrolment, comprising biometric data, biographic data, and metadata about the Biometric Enrolment.
"Biometric Enrolment Identifier"	means an alphanumeric value that uniquely identifies an instance of Biometric Enrolment as encapsulated in a Biometric Enrolment Data Set
"Biometric Equipment"	means the equipment, both hardware and software, provided by the Authority as required to enable the Supplier to capture Biometrics.
"Biometric Operator"	means a member of the Supplier Personnel who carries out the Biometric Enrolment function.
"Biometric Sample"	means an instance of a biometric characteristic, for example a fingerprint
"Biometric Software"	means the Software provided by the Authority that works in conjunction with the Biometric Equipment to enable the Supplier to capture Biometrics.
Biometric Supervisors	means a member of the Supplier Personnel who acts in a supervisory role within the Visa Application Centre.
"Biometric System"	means the Biometric Enrolment software and hardware.
"Biometric Verification"	means the verification of the identify of a Visa Applicant by the process of repeat Biometric Enrolment.
"Biometrics"	means the fingerprints, a facial photograph and/or the signature of a Visa Applicant.
"Biometrics Collection Service"	means the services provided by the Supplier in fulfilment of the Business Requirements set out in Service Package 6 of Schedule 2 ( <b>Statement of Requirements</b> ).
"Biometrics Recording Services"	means the services provided by the Supplier in fulfilment of the Business Requirements set out in Service Package 6 (SP6) in Schedule 2 ( <b>Statement of Requirements</b> ).
"Breakage Costs"	means costs payable upon termination of this Agreement determined in accordance with paragraph 11.4 of Schedule 6 ( <b>Pricing, Payment and Invoicing</b> ).
"Business Continuity Plan"	means the Supplier's business continuity plan developed in accordance with Service Pack 1 of Schedule 2 ( <b>Statement Of Requirements</b> ).
"Business Development Board"	has the meaning set out in section 5 of Schedule 8 ( <b>Governance and Contract Management</b> )
"Business Readiness Testing" or "BRT"	means a sign off or "dry run" and full scale test to demonstrate the Supplier's ability to meet the Services Requirements as described in Annex 5-5 (9) of Schedule 5 ( <b>Transition</b> ).
"Business Requirements"	means the Authority's requirements for services as set out in Schedule 2 ( <b>Statement of Requirements</b> ), Schedule 4 ( <b>Security</b> ), Schedule 7 ( <b>Service Levels and Service Credits</b> ), and Schedule 13 ( <b>Facilities</b> ).
"C&AG"	has the meaning set in Section 6.1 of Schedule 15 ( <b>Audit Access</b> ).
"CAESER (Corporate Assessment of Environmental, Social and Economic Responsibility)"	means the Authority's Corporate Social Responsibility (CSR) Assessment, currently known as CAESER (Corporate Assessment of Environmental, Social and Economic Responsibility) questionnaire, which will set out an action plan to improve performance against an agreed baseline.

<b>“CCN”</b>	means the form to be attached at Annex 10-1 to Schedule 10 ( <b>Change Control</b> ) which is used to initiate, evaluate, agree and document each Contract Change.
<b>"CESG"</b>	means the UK Government's National Technical Authority for Information Assurance.
<b>"Change Control Manager"</b>	means a member of the Authority's Contract Management team responsible for managing the Change Control process.
<b>"Change Control Note"</b>	means the form attached at Annex 10-1 to Schedule 10 ( <b>Change Control</b> ) which is used to initiate, evaluate, agree and document each Contract Change.
<b>“Change Control Procedure”</b>	means the procedure for agreeing and implementing a Change which will be set out in Schedule 10 ( <b>Change Control</b> ).
<b>“Change in Law”</b>	means the coming into effect or repeal (without re-enactment or consolidation) of any Law, or any amendment or variation to any Law, or any judgment of a relevant court of law which changes binding precedent, in each case after the Effective Date.
<b>“Change of Control”</b>	means that control of the Supplier is acquired by any entity (other than a Supplier Group Company) by way of either a single transaction or a series of related transactions.
<b>"Chargeable Changes"</b>	has the meaning set out in Section 3.3 of Schedule 10 ( <b>Change Control</b> ).
<b>“Charges Review Procedure”</b>	means the procedure described in Annex 10-3 of Schedule 10 ( <b>Change Control</b> ) for the adjustment of the Service Charges as a result of a Change which is classified by such procedure as having an impact on the Service Charges.
<b>“Claim”</b>	means any claim, demand, proceeding, suit or other action.
<b>"Code Of Conduct"</b>	means a code of conduct which sets out the rules to be followed and which outlines the responsibilities of, or proper practices for, the Supplier organisation and Supplier Personnel.
<b>“CODECS”</b>	CODECS is a type of computer coding used to play video and audio formats.
<b>“Compensation Payment”</b>	means the payment made by the Authority to the Supplier on a Termination for Convenience, as calculated in accordance with Schedule 6 ( <b>Pricing, Payment and Invoicing</b> ).
<b>“Commencement Date”</b>	has the same meaning as “Actual Commencement Date”.
<b>“Commercially Available Off the Shelf Software”</b>	means standardised software which is available on the open market, is not intended to be customised or enhanced and is made available on standard licence terms which are non-negotiable.
<b>“Commercially Reasonable Efforts”</b>	means taking such steps and performing them in such a way as a well-managed organisation would undertake with the aim of achieving a particular desired result for its own benefit, assuming such organisation was acting in a commercial, prudent and reasonable manner.
<b>“Commercially Sensitive Information”</b>	means information described as such in Schedule 22 ( <b>Commercially Sensitive Information</b> )
<b>“Communication Plan”</b>	means the communications plan agreed in accordance with Schedule 5 ( <b>Transition</b> ).



<b>“Compensation Payment”</b>	means the payment due by the Authority upon a Termination for Convenience by the Authority, as set out in Schedule 6 ( <b>Pricing, Payment and Invoicing</b> ).
<b>“Compensation Period”</b>	has the meaning set out in section 7.6.2 of Schedule 23 ( <b>User Pays Services</b> ).
<b>“Confidential Information”</b>	means all information, whether commercial, financial, technical or otherwise, whether or not disclosed by one Party to the other Party, which information may be contained in or discernible from any form whatsoever (including oral, documentary, magnetic, electronic, graphic or digitised form or by demonstration or observation), whether or not that information is marked or designated as confidential or proprietary, and all matters arising prior to or during the Contract Term including information belonging to or in respect of the Authority, Services Recipients, the Supplier or Supplier Subcontractors (as appropriate) and/or any of their customers or suppliers, which relates to research, development, trade secrets, know-how, ideas, concepts, formulae, processes, designs, specifications, past, present and prospective business, current and future products and services, Applicant Data, internal management, information technology and infrastructure and requirements, finances, marketing plans and techniques, price lists and lists of, and information about, customers and employees, and all materials and information belonging to third parties in respect of which either of the Parties or any of their respective customers or suppliers owe obligations of confidence, provided that: (a) the Procedures Manual shall not be considered to be the Supplier’s Confidential Information; but (b) the Reports shall be considered to be the Supplier’s Confidential Information.
<b>“Confidential Procedure”</b>	has the meaning set out in Section 11.6.1 of Schedule 8 ( <b>Governance and Contract Management</b> ).
<b>"Confirmation Receipt"</b>	means the notice that the Supplier must provide the Visa Applicant following the purchase of any User Pays Service in accordance with Service Pack 4 of Schedule 2 ( <b>Statement Of Requirements</b> ).
<b>“Confirmation Receipt Notice”</b>	has the meaning set out in R14-16 of Schedule 2 ( <b>Statement Of Requirements</b> ).
<b>“Consular Rate of Exchange”</b>	means the rate of exchange between pounds sterling and local currency notified to the Supplier by the Authority, such rate to be updated monthly or at different frequency determined by the Authority.
<b>"Contingency Plan"</b>	means an action plan which provides details of actions to be taken in the event of risks materialising.
<b>“Continuous Improvement”</b>	has the meaning as set out in section 1 of Schedule 20 ( <b>Continuous Improvement</b> )
<b>“Contract Change”</b>	means any amendment to this Agreement including: a change, reduction or addition to the Services Requirements, an amendment to the Performance Standards or any other part of this Agreement and the introduction of a New Service within the scope of this Agreement, but excluding a Solution Change.
<b>“Contract Management Action Logs”</b>	has the meaning set out in Annex 7-1 of Schedule 7 ( <b>Service Levels and Service Credits</b> ).
<b>“Contract Management Board”</b>	has the meaning set out in section 6 of Schedule 8 ( <b>Governance and Contract Management</b> )
<b>“Contract Management Team”</b>	means the representatives of the Authority who represents the Parties on matters of contract management.

<b>“Contract Term”</b>	means the period from and including the Effective Date to the date of termination of all this Agreement.
<b>“Contract Year”</b>	means the period commencing on, and including, 1 April 2014 and ending on 31 March 2015, and each immediately successive period of twelve (12) months. References to numbered Contract Years shall be construed accordingly.
<b>“Contracting Authority”</b>	means any UK contracting authority as defined in Regulation 3(1) of the Public Contracts Regulations 2006.
<b>"Core Supporting Documentation"</b>	means mandatory documentation that the Visa Applicant must submit as part of the Visa Application, as specified by the Authority.
<b>“Corporate Social Responsibility Assessment (CSR)”</b>	has the meaning set out in clause 3.2 of Schedule 16 (Sustainability)
<b>“Cost of Sale”</b>	means the total direct costs and overheads incurred in providing a specific User Pays Service.
<b>“Counter Terrorism Check (CTC)”</b>	means a level of security vetting whereby Supplier Personnel provide detailed information about their personal circumstances and background which is used in assessing their suitability for security clearance. CTC vetting is required where a building or site is at serious risk of terrorist attack and also where Authority Data is held that may be of use to terrorists
<b>“Country”</b>	a country in the Region.
<b>“Country ( for Separate Lots-Australia &amp; Canada)”</b>	means a lot that is limited to a single country location only.
<b>“Country / Post Manager”</b>	has the meaning set out in Section 9.1 of Schedule 8 ( <b>Governance and Contract Management</b> ).
<b>"Country Risk Ratings"</b>	means the assessment obtained by the Authority of the level of threat posed in that country from crime or terrorism.
<b>“Country Transition Charge”</b>	means the Transition Charge for a Country comprising the Transition Milestone Payment and the Monthly Transition Charges, as set out in Schedule 6 ( <b>Pricing, Payment and Invoicing</b> ).
<b>"Courier Drop Box"</b>	means a robust container into which Visa Applicants deposit their Supporting Documents after Biometric Enrolment at a Temporary Enrolment Location.
<b>"Courier Return Service"</b>	means a User Pay Service that the Visa Applicant can choose to purchase which provides for their Visa decision and Supporting Documents to be returned to a chosen address other than the Visa Application Centre.
<b>“Critical Incidents”</b>	means all incidents that fall within the categories described in Annex 7-6 of Schedule 7 ( <b>Service Levels and Service Credits</b> ).
<b>“Critical Service Level Default”</b>	means the failure by the Supplier to meet a Critical Service Level in any VAC in any particular Measurement Period.
<b>“Customer”</b>	means a Visa Applicant or an intended recipient of the Visa Application Services.
<b>“Customer Satisfaction Surveys”</b>	has the meaning set out in Section 3.3.1(a) of Schedule 7 ( <b>Service Levels and Service Credits</b> ).

<b>“Data Protection Legislation”</b>	means the Data Protection Act 1998, the EU Data Protection 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 Privacy and 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 the processing of personal data and privacy, including where applicable legally binding guidance and codes of practice issued by the Information Commissioner.
<b>"Database Administrator"</b>	means a member of the Supplier Personnel who carries out any administrative function on any Supplier electronic database.
<b>"Decision Making Centre"</b>	means Authority Facilities at which Visa Applications are assessed and a decision made.
<b>“Default”</b>	means, in relation to either Party (including its employees, agents and subcontractors), any breach of the obligations of that Party (including fundamental breach or breach of a fundamental term) or failure by that Party to perform such an obligation or any negligent or criminal act or omission of that Party, in connection with or in relation to the subject-matter of the Agreement. In the case of the Authority, the reference to Party shall include, where applicable, a Services Recipient.
<b>“Delayed Scheduled Commencement Date”</b>	has the meaning as set out in clause 4.6.12 (c) of Schedule 5 ( <b>Transition</b> )
<b>“Detailed BCDR Plan”</b>	means a detailed BCDR Plan that is based on a draft Business Continuity and Disaster Recovery Plan. The Detailed BCDR Plan shall contain a sufficient level of detail for the Authority to assess and agree the content and suitability. Once agreed by the Authority, the Detailed BCDR plan shall constitute the “BCDR Plan” for the purposes of this Agreement.
<b>“Discretionary Premium Lounge Service”</b>	means a Premium Lounge Service which the Authority permits (but does not require) the Supplier to make available to Visa Applicants as a User Pays Service as set out in Section 2.2.2 in Schedule 23.
<b>“Discretionary Priority Visa Services”</b>	means a Priority Visa Service which the Authority permits (but does not require) the Supplier to make available to Visa Applicants as a User Pays Service as set out in Section 2.2.2 in Schedule 23.
<b>“Discretionary User Pays Services”</b>	means User Pays Services which the Authority permits (but does not require) the Supplier to make available to Visa Applicants as set out in Section 2.2.2 in Schedule 23.
<b>“Discretionary User Pays VAC”</b>	means a User Pays VAC which the Authority permits (but does not require) the Supplier to make available to Visa Applicants as set out in Section 2.2.2 in Schedule 23.
<b>“Discriminatory Change in Law”</b>	means a Change in Law, the terms of which: <ul style="list-style-type: none"> <li>(a) apply: <ul style="list-style-type: none"> <li>(i) expressly to the Authority or to a Services Recipient; or</li> <li>(ii) specifically to the provision of business process or visa application services to the UK government and not to other UK customers of the Supplier; or</li> <li>(iii) specifically to the fulfilment of the Services Requirements by the Supplier under the Agreement; or</li> </ul> </li> <li>(b) result in a need to change the Services Requirements in accordance with Clause 31.3 of the Terms and Conditions; or</li> </ul>

	(c) change the rate or scope of Local Sales Tax.
<b>“Disclosed Data”</b>	means all Materials and data relating to matters which are or may be relevant to the Services Requirements and the obligations undertaken by the Supplier under the Agreement, including all Materials and Authority Data which were provided to the Supplier in connection with the ITN (including any contained in the supporting information).
<b>“Dispute Resolution Procedure”</b>	means the Dispute Resolution Procedure in Schedule 8 ( <b>Governance and Contract Management</b> ).
<b>"Document Collection and Delivery Service"</b>	has the meaning as set out in Service Pack 8 of Schedule 2 ( <b>Statement of Requirements</b> ).
<b>"Document Collection and Return Service"</b>	has the meaning as set out in Service Pack 10 of Schedule 2 ( <b>Statement of Requirements</b> ).
<b>"Document Handling Centre"</b>	means the Authority Facilities at which Visa Applicants' Supporting Documents are processed.
<b>"Document Registration Service"</b>	means the services provided by the Supplier in fulfilment of the Business Requirements set out in Service Package 5 (SP5) in Schedule 2 ( <b>Statement Of Requirements</b> ).
<b>“DOTAS”</b>	means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.
<b>“DPA”</b>	means the Data Protection Act 1998.
<b>“Due Diligence Exercise”</b>	has the meaning set out in Clause 5.1.1 of the Terms and Conditions.
<b>“E-Online Application Portal”</b>	means the Authority’s online application portal used by applicants to lodge an online visa application form.
<b>“EEA Family Permit Application”</b>	means a form of entry clearance to the UK (similar to a visa) available to nationals of countries outside the European Economic Area (EEA) who are family members of EEA nationals.
<b>“Effective Date”</b>	means the date on which the Agreement is signed by both Parties.
<b>“Employee Liability Information”</b>	has the meaning set out in Section 10.2.1 of Annex 9-2 to Schedule 9 ( <b>Exit Management</b> ).
<b>“Enrolment”</b>	means the submission of biographic and biometric information by the Visa Applicant.
<b>“Entry Clearance Manager (ECM)”</b>	means Authority Personnel who consider Visa Applications and make Visa decisions.
<b>“Exclusive Asset”</b>	means an Asset that is not a Shared Asset.
<b>“Executive Transition Forum”</b>	means the committee established pursuant to Section 5.3 of Schedule 5 ( <b>Transition</b> ).

"Evidential Quality"	means of a quality that is sufficient to be admissible to a court of law.
"Exit Manager"	has the meaning set out in Section 3.2 of Schedule 9 ( <b>Exit Management</b> ).
"Exit Period"	means the time (which shall not extend beyond the Termination Date) during which the Parties shall carry out their respective obligations under the Exit Plan, as set out in Annex 9-2 of Schedule 9 ( <b>Exit Management</b> ).
"Exit Plan"	<p>means the plan to be agreed between the Parties that shall set out each Party's obligations:</p> <ul style="list-style-type: none"> <li>(a) in detail, to ensure a smooth transition of the fulfilment of the relevant Services Requirements back to the Authority or to a Successor Supplier; or</li> <li>(b) in more general terms, setting out the basic requirements of a smooth transition to a Successor Supplier,</li> </ul> <p>to provide guidance on exit for whichever scenario applies to the Removed Services in question.</p>
"Facilities"	means the Supplier Facilities and the Authority Facilities, in each case comprising premises, office space, furnishings, fixtures and fittings and other facilities.
"FCO"	means the Foreign & Commonwealth Office.
"Fees Legislation"	means the binding UK legislation promulgated by the UK government, setting out <i>inter alia</i> the fees payable by Visa Applicants for User Pays Services.
"Finalised Snag List"	has the meaning set out in Section 4.6.6 of Schedule 5 ( <b>Transition</b> )
"Financial Model"	means the basis on which the Supplier has calculated the Service Charges, revenues, costs and returns (including capital costs, financing costs and on-going revenue expenditure) in relation to the fulfilment of the Service Requirements during the Contract Term as more particularly described in Schedule 6 ( <b>Pricing, Payment and Invoicing</b> ).
"Five Country Conference Countries" or "5CC Countries"	means the countries of USA, Canada, UK, New Zealand and Australia
"Fixed User Pays VAC"	means a User Pays VAC that meets the 'Fixed User Pays VAC' criteria set out in Section 7.3 in Schedule 23.
"FOIA"	has the meaning set out in Clause 30.5.6 of the Terms and Conditions.
"Force Majeure"	<p>means the occurrence of an event or circumstance beyond the reasonable control of an Affected Party, provided that (i) the Affected Party is without fault in causing or failing to prevent such occurrence and (ii) such occurrence cannot be circumvented by reasonable precautions and could not have been circumvented through the use of commercially reasonable alternative sources, workaround plans or other means including, without limitation: (a) explosions, fires, flood, earthquakes, catastrophic weather conditions, diseases, or elements of nature or acts of God; (b) acts of war, terrorism, insurrection, riots, civil disorders, rebellion or sabotage; (c) national or state-level states of emergency; (d) labour disputes, lockouts, strikes or other industrial action, whether direct or indirect and whether lawful or unlawful (but in any case, other than of the Affected Party's employees or employees of the Affected Party's subcontractors); (e) nuclear, chemical or biological contamination; and (f) outages of the public power supply.</p>
"Force Majeure Event"	means an event of Force Majeure.

"Free to User"	means the Services that are paid for by the Authority as part of the Services Charges set out in Schedule 6 ( <b>Pricing, Payment and Invoicing</b> ).
"Free to User VAC"	means a VAC that is free for the Visa Applicant to use and for which the Visa Applicant is not required to pay a User Pay VAC User Charge.
"Functional Connection"	means a fully operational Video Conference connection.
"Future Services"	means any future services agreed to be provided by Supplier in fulfilment of section 1.4 of Schedule 2 ( <b>Statement of Requirements</b> ).
"GAAP"	means, in relation to a company, accounting principles, concepts, bases and policies generally adopted and accepted in the United Kingdom.
"Gain Share Calculation"	has the meaning set out in section 5 of Schedule 20 ( <b>Continuous Improvement</b> ).
"Gainshare"	has the meaning set out in section 4 of Schedule 20 ( <b>Continuous Improvement</b> ).
"General Anti Abuse Rule"	means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions.
"General Requirements"	means the Business Requirements identified as such in Section 2.1 of Schedule 2 ( <b>Statement of Requirements</b> ).
"Go-Live"	means the time at which a VAC may be opened for the first time to receive Visa Applicants for Biometric Enrolment.
"Go-Live Readiness Certificate"	means a document which is signed by the Authority to acknowledge that the Supplier has met the relevant Readiness Criteria and has demonstrated to the Authority's reasonable satisfaction that it is ready to assume the fulfilment of the relevant Services Requirement at a VAC or for a particular Service Package (as applicable).
"Good Industry Practice"	<p>means, at any time, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected at such time from a skilled and experienced:</p> <ul style="list-style-type: none"> <li>(a) provider of business process services provided in connection with the fulfilment of the Services Requirements; and/or</li> <li>(b) provider of expertise in change management and business processes,</li> </ul> <p>seeking in good faith to comply with its contractual obligations and complying with relevant Law.</p>
"Government Department"	means any UK Government department and/or agency authorised to perform or procure any goods or services on behalf of the UK Government.
"Government Security Classifications"	means a policy which describes how HM Government classifies information assets to: ensure they are appropriately protected; support Public Sector business and the effective exploitation of information; and meet the requirements of relevant legislation and international / bilateral agreements and obligations.
"Green Snags"	has the meaning set out in clause 4.6.8 (c) of Schedule 5 ( <b>Transition</b> ).
"Gross Profit Margin"	means (Sales Price minus Cost of Sale) divided by Sales Price.

<b>“Guarantor”</b>	means Kuoni Travel Holding Ltd (ultimate Parent Company of VF Worldwide Holdings Ltd)
<b>“Halifax Abuse Principle”</b>	means the principle explained in the CJEU Case C-255/02 Halifax and others.
<b>"Hash Value"</b>	means a mathematical value produced by a cryptographic hashing function used as a method of integrity checking electronic information. As an example hashing can be used to prove that a received file has not been altered in transit.
<b>"High Threat"</b>	means a level of security threat, from terrorism or crime, as defined within a four level hierarchy operated by the Authority
<b>"HMG Information Assurance Standards"</b>	means the UK Government Information Assurance Standards available at <a href="http://www.cesg.co.uk">www.cesg.co.uk</a>
<b>“HMG Security Policy Framework”</b>	means the HMG Security Policy Framework located at <a href="http://www.cabinetoffice.gov.uk/resource-library/security-policy-framework">http://www.cabinetoffice.gov.uk/resource-library/security-policy-framework</a> .
<b>“Home Office Sustainable Development Policy”</b>	means the sustainable development policy of the Home Office that is available at <a href="http://www.homeoffice.gov.uk/about-us/sustainable-development/sd-policy/">http://www.homeoffice.gov.uk/about-us/sustainable-development/sd-policy/</a>
<b>"Honorary Consul"</b>	means a volunteer who helps a UK Embassy to provide a more accessible and responsive service to British nationals and others in their regions.
<b>"ICAO Compliant"</b>	means compliant with relevant standards issued by the International Civil Aviation Organization (ICAO). ICAO are a United Nations specialized agency who issue standards for various aspects of international aviation. For further information see <a href="http://www.icao.int">www.icao.int</a>
<b>“ICT Environment”</b>	means the infrastructure used to provide the Services through communication technologies, including the internet, wireless networks, mobile phones and other communication mediums.
<b>"IL2"</b>	means Business Impact Level 2, “Protect” pursuant to the UK Government’s security classification hierarchy  ( <a href="http://www.cesg.gov.uk/products_services/iacs/">http://www.cesg.gov.uk/products_services/iacs/</a> ; <a href="http://www.cabinetoffice.gov.uk/resource-library/security-policy-framework">http://www.cabinetoffice.gov.uk/resource-library/security-policy-framework</a> .
<b>“IL3”</b>	means Business Impact Level 3, “Restricted” pursuant to the UK Government’s security classification hierarchy  ( <a href="http://www.cesg.gov.uk/products_services/iacs/">http://www.cesg.gov.uk/products_services/iacs/</a> ; <a href="http://www.cabinetoffice.gov.uk/resource-library/security-policy-framework">http://www.cabinetoffice.gov.uk/resource-library/security-policy-framework</a> .
<b>"Immigration And Asylum Biometric System Standards"</b>	means a set of standards to be issued by the Authority which set out the image quality metrics to be associated with biometric data
<b>“Impact Levels”</b>	means the level at which information must be treated as defined in HMG IA Standard No.1.
<b>“Incident”</b>	means any unplanned interruption to the Services or a reduction in the quality of the Services. Failure of a configuration item that has not yet impacted the provision of the Services is also an Incident.
<b>“Income”</b>	Means funds collected from visa applicants by the Supplier, either in its own right in relation to commercial services provided to the applicant, or on behalf of the Authority in the form of fees set out in UK fees legislation
<b>“Incumbent Suppliers”</b>	means any of the existing Suppliers who will not be fulfilling any of the Services Requirements from the relevant Commencement Date.

"Indicative Charges Proposal"	has the meaning set out in Section 4.1.3 of Schedule 10 ( <b>Change Control</b> ).
"Information Security Management System (ISMS)"	means an information security management system that is compliant with ISO 27001.
"Information Services"	means the services provided by the Supplier in fulfilment of the Business Requirements set out in Service Package 2 (SP2) in Schedule 2 ( <b>Statement Of Requirements</b> ).
"Infrastructure Charges"	means the element of the Service Charges which relates to the provision of the Visa Application Centres and other infrastructure required to provide the Services, as set out in Schedule 6 ( <b>Pricing, Payment and Invoicing</b> ).
"Infrastructure Systems"	means all or any part of the Assets and Software.
"Initial Term"	has the meaning set out in Clause 7.1 of the Terms and Conditions.
"Initial UPV Transition Cost"	means the initial costs incurred by the Supplier when setting up a specific User Pays VAC, as shown in the Financial Model at Annex 6-1 to Schedule 6 ( <b>Pricing, Payment and Invoicing</b> ).
"Insurances"	means all or any of the insurances required to be maintained by the Supplier pursuant to this Agreement as set out in Schedule 17 ( <b>Insurance</b> ).
"Intellectual Property Rights"	means patents (including patent applications), registered designs, trade marks and service marks (whether registered or otherwise), copyright, database rights, design rights, and other intellectual property rights, including in other jurisdictions that grant similar rights as the foregoing) including those rights subsisting in inventions, drawings, performances, Software, semiconductor topographies, improvements, discussions, business names, goodwill and the style of presentation of goods or services, and in the applications for the protection thereof throughout the world.
"Intended Date"	has the meaning set out in Section 2.2.2 of Schedule 7 ( <b>Service Levels and Service Credits</b> ).
"Interface Control Document"	means a document that describes how the Supplier's IT systems will connect and transfer data to the Authority's systems.
"Interview"	means the questioning of a Visa Applicant in relation to the details contained in the Visa Application Form.
"Interview Appointment"	means the agreed appointment at a Visa Application Centre when the Visa Applicant will attend in person for an Interview.
"Interview Facilitation Charge"	has the meaning set out in Section 7.2 of Schedule 6 ( <b>Pricing, Payment and Invoicing</b> ).
"Interview Facilitation Services"	has the meaning set out in Service Pack 9 of Schedule 2 ( <b>Statement Of Requirements</b> ).
"Initial Snag List"	has the meaning set out in Section 4.6.4. of Schedule 5 ( <b>Transition</b> ).
"Invoicing Point"	means the fifteenth day in each calendar month on which the Supplier is entitled to raise its monthly invoice for a Region in accordance with Section 18.3 of Schedule 6 ( <b>Pricing, Payment and Invoicing</b> ).
"IPR Transfer Right"	has the meaning set out in Clause 32.4 of the Terms and Conditions.



"IT Health Check"	means a formal identification of vulnerabilities (whether security or functional) in IT systems and networks which may compromise the confidentiality, integrity or availability of information held on that IT system, conducted by a CHECK organisation approved by CESG;  ( <a href="http://www.cesg.gov.uk/find_a/check/index.cfm">http://www.cesg.gov.uk/find_a/check/index.cfm</a> )
"IT Security Health Check Report"	means a report compiled in accordance with HMG Information Assurance Standards which identifies the vulnerabilities which may compromise the confidentiality, integrity or availability of data held on an IT system.
"Key Milestone Date"	means a milestone date identified as being key in a Transition Plan.
"Key Position"	means a position specified in Annex 11-1 to Schedule 11 ( <b>Personnel</b> ) or otherwise agreed by the Parties as being a key position and which the Supplier shall ensure is filled in accordance with Section 5 of Schedule 11 ( <b>Personnel</b> ).
"LAN"	means local area network
"Large Failure"	has the meaning set out in Section 2.1.5 of Schedule 7 ( <b>Service Levels and Service Credits</b> )
"Law"	means: <ul style="list-style-type: none"> <li>(a) any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time to which a Party is subject;</li> <li>(b) the common law and the law of equity as applicable to the Parties from time to time;</li> <li>(c) any binding court order, judgement or decree;</li> <li>(d) any applicable industry code, policy or standard enforceable by law; or</li> <li>(e) any applicable direction, policy, rule or order that is binding on a Party and that is made or given by any competent regulatory body having jurisdiction over a Party or any of that Party's assets, resources or business,</li> </ul> <p>in any jurisdiction that is applicable to the Agreement, and "Legal" shall be interpreted accordingly.</p>
"LE Restricted Standard"	means a level of security checking in the hierarchy of checks used by the Authority for vetting Authority Personnel".
"Lease Flexibility Rights"	has the meaning set out in Section 3.3.1 of Schedule 12 ( <b>Subcontractors</b> ).
"Liquidated Damages"	means the liquidated damages which are payable in the event of a Serious Delay, as set out in Clause 19.
"Local Requirement"	has the meaning as set out in Service Pack 11 of Schedule 2 ( <b>Statement of Requirements</b> ).
"Local Sales Taxes"	means any sales, use, excise, value added or consumption tax imposed by any state, authority or country or any other body or person with authority to impose or levy any such taxes including, but not limited to, any amount similar in nature to VAT.
"Local Transition Forum"	means a committee established pursuant to Section 5.4 of Schedule 5 ( <b>Transition</b> ).
"Local Transition Manager"	means the Supplier's representative responsible for ensuring the delivery of the Supplier's obligations as to Transition in each Country.

<b>“Local Transition Plan”</b>	means the plan to achieve Transition in a particular Country as set out in Annex 5-3 to Schedule 5 ( <b>Transition</b> )
<b>“Loss”</b>	means all directly incurred losses, liabilities, damages, awards, orders, decisions and Claims (including, in the case of the Authority, the directly incurred losses, liabilities, damages and Claims of Services Recipients and including, in the case of the Supplier, the directly incurred losses, liabilities, damages and Claims of the Material Subcontractors), and all related costs, expenses and payments made to third parties (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).
<b>"Low Threat"</b>	means a level of security threat, from terrorism or crime, as defined within a four level hierarchy operated by the Authority.
<b>“Management Information”</b>	means Management Information required by the Authority in accordance with Schedule 14 ( <b>Management Systems and Reporting</b> ).
<b>“Management Information Guidance”</b>	means the reporting guidance set out in Annex 14-1 of Schedule 14 ( <b>Management Systems and Reporting</b> ).
<b>“Management Information Requirements”</b>	means the Authority's Management Information Requirements set out in Annex 14-2 of Schedule 14 ( <b>Managements Systems and Reporting</b> ).
<b>“Mandatory Change”</b>	means a Change requested by the Authority that must be accepted by the Supplier, the impact of which shall be agreed through the Change Control Procedure before the implementation of such Change.
<b>“Mandatory Premium Lounge Service”</b>	means a Premium Lounge Service which the Authority requires the Supplier to provide to Visa Applicants as a User Pays Service as set out in Section 2.2.1 in Schedule 23 ( <b>User Pays Services</b> ).
<b>“Mandatory Priority Visa Services”</b>	means a Priority Visa Service which the Authority requires the Supplier to provide to Visa Applicants as a User Pays Service as set out in Section 2.2.1 in Schedule 23 ( <b>User Pays Services</b> ).
<b>“Mandatory Super Priority Visa Services”</b>	means a Super Priority Visa Service which the Authority requires the Supplier to provide to Visa Applicants as a User Pays Service as set out in Section 2.2.1 in Schedule 23 ( <b>User Pays Services</b> ).
<b>“Mandatory User Pays Services”</b>	means a User Pays Services which the Authority requires the Supplier to make available to Visa Applicants as set out in Section 2.2.1 in Schedule 23 ( <b>User Pays Services</b> ).
<b>“Mandatory User Pays VAC”</b>	means a User Pays VAC which the Authority requires the Supplier to make available to Visa Applicants as set out in Section 2.2.1 in Schedule 23 ( <b>User Pays Services</b> ).
<b>“Material”</b>	means any material in whatever form (including written, magnetic, electronic, graphic or digitised) including any methodologies, processes, know-how, reports, specifications, business rules or requirements, manuals, user guides, training materials and instructions, supporting material relating to Software and/or its design, development, modification, operation, support or maintenance, but excluding Software.
<b>“Material Default”</b>	means any Default by the Supplier which is sufficiently material to warrant Termination of the Agreement or, in the case of a partial Termination, is sufficiently material to warrant Termination of such part of the Agreement.
<b>“Material Subcontractor”</b>	means any Supplier Subcontractor that fulfils the Services Requirements relating to:

- (a) all of the Service Packages at any Visa Application Centre;
- (b) any complete Service Package in any Country;
- (c) the capture of Biometrics;
- (d) the delivery to, and collection from, Posts of Visa Application Forms and Supporting Documents; or
- (e) any other functions or services which the Authority deems to be materially important to the provision of the Visa Application Services as notified by the Authority from time to time and agreed through the Change Control Procedure,

and is approved by the Authority in accordance with Section 4.1 of Schedule 12 (**Subcontractors**).

<b>"Measurement Period"</b>	means the period of time during which a Service Level is to be measured, as set out the Service Levels Matrices.
<b>"Medium Failure"</b>	has the meaning set out in Section 2.1.5 of Schedule 7 ( <b>Service Levels and Service Credits</b> ).
<b>"Medium Threat"</b>	means a level of security threat, from terrorism or crime, as defined within a four level hierarchy operated by the Authority
<b>"MI"</b>	means Management Information required by the Authority in accordance with Schedule 14 ( <b>Management Systems and Reporting</b> ).
<b>"Milestone"</b>	means a phase or deliverable agreed as a "Milestone" in respect of the completion of a service or task specified in a Transition Plan as a "Transition Milestone".
<b>"Misrepresentation"</b>	has the meaning set out in Clause 43.7.1 of the Terms and Conditions.
<b>"Mobile Biometric Equipment"</b>	means Biometric Equipment that is portable and can be used in a non VAC location or at a Temporary Enrolment Location.
<b>"Model Contract Clauses"</b>	means the EU model clauses for the transfer of personal data to data processors established in third countries in which the data protection regime is regarded as inadequate.
<b>"Modify"</b>	means to modify, add to, enhance, reduce, change, vary, derive or improve, and " <b>Modification</b> " and " <b>Modified</b> " have corresponding meanings.
<b>"Monthly"</b>	means every calendar month.
<b>"Monthly Service Report"</b>	means a Monthly report prepared by the Supplier, demonstrating the actual performance achieved against each of the Service Levels in the preceding month.
<b>"Monthly Transition Charge"</b>	has the meaning set out in Section 4.5 of Schedule 6 ( <b>Pricing, Payment and Invoicing</b> ).
<b>"Necessary Supplier IPR"</b>	means Supplier Software or Supplier Material notified by the Authority to the Supplier as being necessary, in the Authority's reasonable opinion, to enable the Authority to provide to itself, or to receive from a third party, services equivalent to the Services after a Termination.
<b>"Net Book Value"</b>	means the original cost of an asset (assuming a purchase on arm's length terms) less depreciation or amortisation applied in accordance with GAAP.

<b>“Neutral Adviser”</b>	has the meaning set out in Section 11.6.1(a) of Schedule 8 ( <b>Governance and Contract Management</b> ).
<b>“New Services”</b>	means services and/or requirements which reasonably fall within the scope of the OJEU Notice under which the Agreement was procured but which are in addition to or an extension of the services provided in fulfilment of the Services Requirements.
<b>“Non Chargeable Change”</b>	means those Contract Changes that the Supplier is required to carry out at its own cost with no increase in the Service Charges.
<b>“Non Critical Service Level”</b>	has the meaning set out in Section 5.1.1 of Schedule 7 ( <b>Service Levels and Service Credits</b> )
<b>“Non-Critical Service Level Default”</b>	means the failure by a Supplier to meet a Non-Critical Service Level in any VAC in any particular Measurement Period.
<b>“Non-Security Incidents”</b>	means all Incidents that are not related to matters of security
<b>“OJEU”</b>	has the meaning set out in Recital B.
<b>“Occasion of Tax Non-Compliance”</b>	means <ul style="list-style-type: none"> <li>(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of: <ul style="list-style-type: none"> <li>(i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</li> <li>(ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or</li> </ul> </li> <li>(b) the Supplier’s tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a penalty for civil fraud or evasion,</li> </ul>
<b>“Ordinary Course of Business”</b>	means either: <ul style="list-style-type: none"> <li>(a) any acts, omissions or conduct which is consistent in all respects with the prevailing pattern, or course of conduct, or management used by the Supplier in the fulfilment of the Services Requirements or undertaken in order to comply with the applicable obligations under the Agreement; or</li> <li>(b) acts, omissions or conduct which a well-managed company would undertake (assuming that such company is acting in a prudent and reasonable manner) in relation to the fulfilment of the Services Requirements, or in order to comply with all applicable obligations under the Agreement.</li> </ul>
<b>“Originating Party”</b>	has the meaning set out in Section 2.1 of Schedule 10 ( <b>Change Control</b> ).
<b>“Outline Exit Plan”</b>	has the meaning set out in Section 5 of Schedule 9 ( <b>Exit Management Credits</b> ).
<b>“Overall Transition Methodology and Plan”</b>	means the overall methodology to be adopted by the Supplier and the overall plan to achieve Transition in accordance with the Roll-Out Schedule set out in Annex 5-1 to Schedule 5 ( <b>Transition</b> ).

<b>“Packages”</b>	means the envelopes that contain the Visa Applicant’s Supporting Documents.
<b>“Parent Company Guarantee”</b>	means the guarantee to be provided by the Guarantor to the Authority pursuant to Clause 3 of the Terms and Conditions.
<b>"Party", with “Parties” being construed accordingly</b>	means a party to this Agreement and, in respect of each of the Authority and the Supplier, their respective successors and assigns.
<b>“Peak Capacity”</b>	has the same meaning as “Supplier’s Maximised Capacity”
<b>“Performance Standards”</b>	means, individually and collectively, the quantitative and qualitative performance standards and commitments for the Services contained in this Agreement, including the Service Levels.
<b>“Period of Insurance”</b>	has the meaning as in section 2.6 of Schedule 17 ( <b>Insurance</b> ).
<b>"Personal Data"</b>	has the meaning set out in the Data Protection Act 1998.
<b>“Physical Security Assessment”</b>	means the assessment phases 1, 2, 3 and 4 as identified in Sections 11.2.1 to 11.2.4 of Schedule 4 ( <b>Security</b> ).
<b>“PL Notice”</b>	has the meaning set out in Section 6.4.3 of Schedule 23 ( <b>User Pays Services</b> ).
<b>“PL User Charge”</b>	means the user charge applicable at each VAC where a Premium Lounge service is available, set in accordance with Section 6.6 of Schedule 23 ( <b>User Pays Services</b> ) and charged in accordance with Section 6.2 of the same Schedule."
<b>“Post”</b>	means an Authority owned or controlled premises within the Region at which Visa Applications are assessed and a decision made as to the granting of a Visa.
<b>“PQQ”</b>	has the meaning set out in Recital B.
<b>“PQQ Response”</b>	has the meaning set out in Recital B.
<b>“Premises”</b>	means Supplier Facilities
<b>"Premium Lounge "</b>	has the meaning set out in R4-05 of Schedule 2 ( <b>Statement of Requirements.</b> )
<b>"Premium Lounge Fee"</b>	means the fee payable by the Visa Applicant for the Premium Lounge Service.
<b>"Premium Lounge Service"</b>	has the meaning set out in R4-05 of Schedule 2 ( <b>Statement of Requirements.</b> )
<b>“Priority Visa Application”</b>	means a Visa Applicant’s application for a Priority Visa Service
<b>"Priority Visa Fee"</b>	means the fee payable by a Visa Applicant for the Priority Visa Service.
<b>"Priority Visa Services"</b>	means an Authority Supported Chargeable Service which will ensure that the Visa Application is prioritised by the Authority.
<b>“Procedures Manual”</b>	means the standards and procedures manual described in Clause 17 of the Terms and Conditions.
<b>“Procurement Process”</b>	means the process by which the Authority may seek tenders for the provision of visa application services, including any of the Services Requirements, which process (so far as it involves the Supplier) shall not extend beyond the Termination Date.

<b>“Profit Recovery Payment”</b>	has the meaning set out in Section 7.6.2 of Schedule 23 ( <b>User Pays Services</b> ).
<b>"Protective Marking Scheme"</b>	means the UK Government security marking scheme that should be applied to all documentation as specified by the Authority.
<b>“PV Notice”</b>	has the meaning set out in Section 3.4.3 of Schedule 23 ( <b>User Pays Services</b> ).
<b>“PV Supplier Retention Rate”</b>	has the meaning set out in Section 4.1.2 of Schedule 23 ( <b>User Pays Services</b> ).
<b>“PV User Charge”</b>	has the meaning set out in Section 4.1.1 of Schedule 23 ( <b>User Pays Services</b> ).
<b>“PVB”</b>	means Polyvinyl Butyral, an industry standard used as an interlayer between two panes of glass.
<b>“PTZ”</b>	means a CCTV camera with pan tilt and zoom, capable of remote directional control of zoom and focus.
<b>“RAG”</b>	Red, Amber, Green.
<b>“Readiness Criteria”</b>	means, in relation to any Transition activity or deliverable, such criteria as may be agreed between the Parties against which such Transition activity or deliverable will be measured to assess whether or not it has been satisfactorily completed.
<b>“Recovery Plan”</b>	has the meaning set out in Section 5.8.1 of Schedule 7 ( <b>Service Levels and Service Credits</b> ).
<b>“Red Snag”</b>	has the meaning set out in Section 4.6.8 (a) of Schedule 5 ( <b>Transition</b> ).
<b>“Redundancy Costs”</b>	has the meaning set out in Section 7.7.3 of Schedule 23 ( <b>User Pays Services</b> ).
<b>“Refined Snag List”</b>	has the meaning set out in Section 4.6.5 of Schedule 5 ( <b>Transition</b> ).
<b>“Region”</b>	means the group of countries identified in one of the following lots in the Authority’s procurement documentation and “Regions” shall mean all of them:  For VF Worldwide Holdings Limited the Regions shall be;  Region 2 Americas and Asia Pacific Region;  Region 3 China and Taiwan Region;  Region 5 Gulf, Pakistan and Iran Region;  Region 6 South Asia Region;  Region 7 Canada Region; and  Region 8 Australia Region
<b>“Regional”</b>	means that relating to a Region.

<b>“Regional Executive”</b>	means the respective representative of each Party having the roles and functions described in Section 6 of Schedule 8 ( <b>Governance and Contract Management</b> ).
<b>“Regional Transition Forum”</b>	means a committee established pursuant to Section 5.4 of Schedule 5 ( <b>Transition</b> ).
<b>“Regional Transition Manager”</b>	means the Supplier’s representative responsible for ensuring the delivery of Supplier’s obligations as to Transition in each Region.
<b>“Regulatory Audit”</b>	means an Audit performed by or on behalf of a regulator.
<b>“Regulatory Body”</b>	means those government departments and regulatory, statutory and other entities, committees 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 Agreement or any affairs of any Authority and “Regulatory Body” shall be construed accordingly.
<b>"Release Of Payments"</b>	means the release of withheld payments by the Authority, on resolution of Amber and Red Snags.
<b>“Relevant Requirements”</b>	has the meaning set out in Clause 52.2.1 of the Terms and Conditions.
<b>“Relevant Tax Authority”</b>	means HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established.
<b>“Relevant Terms”</b>	has the meaning set out in Clause 52.3 of the Terms and Conditions.
<b>“Relief Event”</b>	means any breach by the Authority of any of its obligations or Authority Responsibilities under this Agreement (except to the extent due to an act or omission of the Authority to which the Supplier has consented).
<b>"Removed Services"</b>	means services removed from any Services Requirements by the Authority in accordance with the provisions of the Agreement including on any Termination.
<b>“Report”</b>	any document, format of data or information update (whether electronic or paper) to be provided to the Authority by the Supplier from time to time, on a regular or ad-hoc basis, for the purposes of reporting upon the fulfilment of the Services Requirements, including the data files and reports listed in Schedule 14 ( <b>Management Systems and Reporting</b> ).
<b>“Required Consent”</b>	means, where necessary to provide Supplier’s Solution, the approval of a third party to enter into a contract for required products and/or services with the Supplier or to novate, assign, transfer or license to the Supplier an existing service or contract.
<b>“Request for Information”</b>	means a request to the Authority for the provision of information under FOIA.
<b>“Retention Percentage”</b>	has the meaning set out in Section 4.9.2 of Schedule 6 ( <b>Pricing, Payment and Invoicing</b> ).
<b>“Revenue Share”</b>	means income generated from visa applicants and shared between the Supplier and the Authority, subject to sections 6.7 and 11.9 of Schedule 23.
<b>“Review Dates”</b>	means the dates agreed between the Parties when a review of the UPV User Charge at a specific Mandatory User Pays VAC (or VACs) will be undertaken, as per Section 8.8.3 of Schedule 23 ( <b>User Pays Services</b> )."

<b>"Risk Management Accreditation Document Set (RMADS)"</b>	means a document used to describe risks to information and how those risk are to be mitigated and managed. Risk Management and Accreditation Document Sets are defined by CESG Information Assurance Standards 1 & 2 (IS1-2).
<b>"Roll-Out Schedule"</b>	means the programme of Scheduled Commencement Dates set out in Annex 5-2 to Schedule 5 ( <b>Transition</b> ).
<b>"Sales Price"</b>	means the unit price charged in relation to a specific service.
<b>"Schedule"</b>	means each of the schedules to the Agreement.
<b>"Scheduled Biometric Install Date")</b>	has the meaning set out in Clause 19.2.
<b>"Scheduled Biometric Install Month")</b>	has the meaning set out in Clause 19.2.
<b>"Scheduled Commencement Date"</b>	means the date by which the Supplier commits to assume responsibility for fulfilling the Services Requirement at a VAC or for a particular Service Package as set out in the Roll-Out Schedule.
<b>"Security Cleared"</b>	means Authority Personnel or Supplier Personnel who have been subject to HM Government security vetting procedures.
<b>"Security Equipment Downtime"</b>	means any period of time when the Supplier's security equipment, installed as part of the Supplier's Security Plan, is not functioning.
<b>"Security Evidence"</b>	means the evidence relating to Transition to be provided by the Supplier in accordance with Section 4.8.1 of Schedule 5 ( <b>Transition</b> ).
<b>"Security Incident"</b>	means any event relating to the provision of the Supplier's Solution and/or any Facilities used by the Supplier Personnel, which event damages or threatens to damage any tangible or intangible asset, including Assets, Software, Material, Facilities, money, personnel, the confidentiality of information, or the integrity and/or availability of any IT systems (including the Biometric Equipment and Biometric Software) and/or the Authority's Data.
<b>"Security Incident Panel"</b>	means a panel which will consist of the Authority's Security Leads and the Supplier Security Lead which will convene on an ad hoc basis or as otherwise agreed by the Parties, to discuss Security Incidents and/or security concerns; to identify lessons learnt and to agree resolutions including changes to processes in accordance with Schedule 8 ( <b>Governance and Contract Management</b> ).
<b>"Security Lead"</b>	means a member of Authority Personnel or Supplier Personnel responsible for security matters relating to the Services Requirements
<b>"Security Plan"</b>	means the Supplier's plan produced in response to Schedule 2 ( <b>Statement of Requirements</b> ) and Schedule 4 ( <b>Security</b> ) which conforms to HMG Security Policy and the Authority's Security Policy and Security Standards and is set out in Annex 4-3 to Schedule 4 ( <b>Security</b> ).
<b>"Security Policy"</b>	has the meaning set out in Section 2.1 of Schedule 4 ( <b>Security</b> ).
<b>"Serious Delay"</b>	has the meaning set out in Clause 19.3 of the Terms and Conditions.
<b>"Service Charges"</b>	means the Supplier's charges for the fulfilment of the Services Requirements which are set out in Schedule 6, Annex 6-1 and which may be amended from time to time in accordance with Schedule 6 ( <b>Pricing, Payment and Invoicing</b> ).



“Service Credit”	means the amount (calculated in accordance with the Schedule 7 ( <b>Service Levels and Service Credits</b> )) payable to the Authority if the Supplier fails to meet a Critical Service Level.
“Service Credit Allocation”	means the percentage allocated to a particular Critical Service Level in accordance with Section 5 of Schedule 7 ( <b>Service Levels and Service Credits</b> ).
“Service Level Defaults”	means a Critical Service Level Default or a Non-Critical Service Level Default, as the case may be.
“Service Levels Matrices”	means the tables of Service Levels set out in Annexes 7-1 and 7-2 to Schedule 7 ( <b>Service Levels and Service Credits</b> ).
“Service Levels”	means those levels of performance of the Services set out in the Service Levels Matrices in Schedule 7 ( <b>Service Levels and Service Credits</b> ).
“Service Package”	means a package of Business Requirements identified in one of Sections 4 (as amended by Section 5) or 6.2 in Part A of Schedule 2 ( <b>Statement of Requirements</b> ).
“Service Package”	means a package of Business Requirements identified in Schedule 2 ( <b>Statement of Requirements</b> ).
“Services”	means all of the services to be provided by, and the functions and responsibilities of, the Supplier as set out in this Agreement, including the delivery of the Supplier’s Solution and the provision of all Free to User Services and User Pays Services.
“Services Recipient”	means an entity other than the Authority to which the Parties have agreed that the Supplier shall provide all or part of the Supplier’s Solution or all or part of the services provided in fulfilment of the Services Requirements. At the Commencement Date, the Service Recipients include The Commonwealth of Australia as represented by the Department Of Immigration And Citizenship and Immigration New Zealand, a part of the Ministry Of Business, Innovation and Employment.
“Services Removal”	has the meaning set out in Section 4.2.1 of Schedule 12 ( <b>Subcontractors</b> ).
“Services Requirements”	means the Authority’s requirements for services to be provided by the Supplier set out in the Terms and Conditions and in all of the Schedules, with the exception of Schedule 3 ( <b>Supplier’s Solution</b> )
“Services Transfer Date”	means any date on or prior to (but which shall not extend beyond) the Termination Date on which any Services Requirements are transferred from the control and provision by the Supplier (under the Agreement) to the control and provision of either the Authority or a Successor Supplier.
"Services Transition Plan"	means the final form transition arrangements setting out the timetable and scope of required activities for transitioning any of the Services Requirements to the Successor Supplier that will be agreed between the Parties based upon the relevant provisions of the Exit Plan (having given due weight to the requirements and views of any Successor Supplier in accordance with the provisions of Annex 9-2 of Schedule 9 ( <b>Exit Management</b> )).
“Shared Asset”	means an Asset that, pursuant to Clause 23.3 of the Terms and Conditions, the Authority has agreed is not required to be exclusively dedicated to the fulfilment of the Services Requirements.

<b>“SLA”</b>	means Service Level Agreement.
<b>“SLA Reports”</b>	means the monthly reports submitted by the Supplier which provide data on Service Level achievement and Service Credits.
<b>“Small Failure”</b>	has the meaning as set out in Schedule 7 ( <b>Service Levels and Service Credits</b> ).
<b>“Small Service Level”</b>	has the meaning as set out in Schedule 7 ( <b>Service Levels and Service Credits</b> ).
<b>“SMEs”</b>	means small and medium sized enterprises as defined in EU law: EU recommendation 2003/361.
<b>“Snag List”</b>	has the meaning set out in Section 4.6.3 of Schedule 5 ( <b>Transition</b> ).
<b>“Snags”</b>	has the meaning set out in Section 4.6.2. of Schedule 5 ( <b>Transition</b> )
<b>“Software”</b>	means any computer program (including source code and object code) program interfaces and any tools or object libraries embedded in that Software, which is used in, or forms part of, the Supplier’s Solution in the fulfilment of the Services Requirements.
<b>“Social Enterprises”</b>	means an organisation that applies commercial strategies to maximise improvements in human and environmental well-being, rather than maximising profits for external shareholders.
<b>“Solution Change”</b>	means a change to the Supplier’s Solution
<b>“SOR”</b>	means the Statement Of Requirements as set out in Schedule 2 of the Agreement
<b>“Source Code”</b>	means Software in eye-readable form and in such form that it can be compiled or interpreted into equivalent object code together with all technical information and documentation necessary for the use, reproduction and Modification of such Software.
<b>“Special Failure”</b>	has the meaning as set out in Schedule 7 ( <b>Service Levels And Service Credits</b> ).
<b>“Special Service Level”</b>	has the meaning as set out in Schedule 7 ( <b>Service Levels And Service Credits</b> )
<b>“SPV Notice”</b>	has the meaning set out in Section 3.4.3 of Schedule 23 ( <b>User Pays Services</b> ).
<b>“SPV Supplier Retention Rate”</b>	has the meaning set out in Section 5.1.2 of Schedule 23 ( <b>User Pays Services</b> ).
<b>“SPV User Charge”</b>	has the meaning set out in Section 5.1.1 of Schedule 23 ( <b>User Pays Services</b> ).
<b>"Standard Operating Procedures (SOPS)"</b>	means the Authority's detailed written instructions to achieve uniformity of the performance of a specific function.
<b>Stakeholders</b>	means a person, group, organisation, member or system which affects or can be affected by the suppliers actions or services
<b>“Start-Up Period”</b>	means, in relation to a VAC or Service Package, the period starting on the relevant Commencement Date and ending on the date that the relevant Transition Acceptance Certificate is signed by the Authority.

<b>“Statement of Issue for Escalation”</b>	has the meaning set out in section 11.4 of Schedule 8 ( <b>Governance and Contract Management</b> )
<b>“Statement of Requirements”</b>	means Schedule 2 ( <b>Statement Of Requirements</b> ).
<b>“Strategic Board”</b>	has the meaning in section 4 of Schedule 8 ( <b>Governance and Contract Management</b> ).
<b>“Subcontract Flow-Down Provisions”</b>	has the meaning set out in Section 3.2.1 of Schedule 12 ( <b>Subcontractors</b> ).
<b>“Subcontract Transfer Right”</b>	has the meaning set out in Section 3.2.1 of Schedule 12 ( <b>Subcontractors</b> ).
<b>“Subject to Immigration Controls”</b>	means a person who is neither a British citizen nor a Commonwealth citizen with the right of abode nor a person who is entitled to enter or remain in the United Kingdom by virtue of the provisions of the 2006 EEA Regulations requires leave to enter or remain the United Kingdom.
<b>“Successor Supplier”</b>	means any party (including the Authority or any other Government Department) which the Authority nominates to provide any or all of the Removed Services.
<b>“Successor Supplier Assistance Shadowing”</b>	has the meaning set out in section 4 of Schedule 9 ( <b>Exit Management</b> )
<b>“Super Priority Visa Application”</b>	means an application by a Visa Applicant for a Super Priority Visa Service
<b>"Super Priority Visa Fee"</b>	means the fee payable by a Visa Applicant for the Super Priority Visa Service.
<b>"Super Priority Visa Service"</b>	means an Authority Supported Chargeable Service which will ensure that the Visa Application is prioritised by the Authority and the Visa Application is determined on the day of receipt.
<b>“Supplier Audit”</b>	has the meaning set out in Section 7.1 of Schedule 15 ( <b>Audit Access</b> ).
<b>“Supplier Average UPV User Price”</b>	has the meaning set out in Section 8 of Schedule 23 ( <b>User Pays Services</b> ).
<b>"Supplier Chargeable Changes"</b>	means a chargeable change which results in an increase in the Service Charges paid to the Supplier by the Authority.
<b>“Supplier Chargeable Service”</b>	means a service provided directly by the Supplier to Visa Applicants for which an additional charge must be paid by the Visa Applicants, or in respect of which the Supplier earns a commission or other fee payment from a third party based on usage by a Visa Applicant.
<b>“Supplier Facilities”</b>	means the Visa Application Centres or any Supplier-owned or controlled premises (or Supplier Subcontractor-owned or controlled premises) which are used in the Supplier’s or a Supplier Subcontractor’s fulfilment of the Services Requirements.
<b>“Supplier Group Companies”</b>	means a company or other entity that is part of the Supplier Group.
<b>“Supplier IPR”</b>	means Intellectual Property Rights belonging to the Supplier
<b>“Supplier Material”</b>	means any Material (excluding the Procedures Manual) whether before or after its commencement, the Intellectual Property Rights in which are owned by Supplier or any Supplier Group Company or Material Subcontractor which is used to provide the Services Requirements, or which forms part of any of the

---

	Supplier's Solution, and shall include all Modifications to such Material.
<b>"Supplier Parent Company"</b>	means company or other entity that has Control over the Supplier (and the term "Control" and its derivatives shall have the meaning given in Section 416 of the Income and Corporation Taxes Act 1988).
<b>"Supplier Personnel"</b>	means all employees, officers, consultants, individual contractors and agents of the Supplier and Supplier Subcontractors assigned to fulfil all or part of the Services Requirements pursuant to this Agreement.
<b>"Supplier Project Executive"</b>	means the representative of the Supplier having the roles and functions so described in Schedule 8 ( <b>Governance and Contract Management</b> ).
<b>"Supplier Regional Executives"</b>	has the meaning in Section 8 of Schedule 8 ( <b>Governance and Contract Management</b> ).
<b>"Supplier Security Manager"</b>	the member of the Supplier Personnel responsible for security matters appointed in accordance with Section 5.1 of Schedule 4 ( <b>Security</b> ).
<b>"Supplier Software"</b>	means any Software whether before or after its commencement, the Intellectual Property Rights in which are owned by Supplier or any Supplier Group Company, or any Material Subcontractor, which is used to provide the Services Requirements, or which forms part of the Supplier's Solution, and shall include all Modifications to such Software.
<b>"Supplier Subcontract"</b>	means a contract entered into between the Supplier and a Supplier Subcontractor, which shall include a lease for a Visa Application Centre.
<b>"Supplier Subcontractor"</b>	means any subcontractor or agent of the Supplier that fulfils directly any of the Services Requirements on behalf of the Supplier excluding any subcontractor or agent that is ancillary to or supportive of the Supplier's Solution.
<b>"Supplier Working Hours"</b>	means the hours during which the Supplier Personnel work.
<b>"Supplier's Chargeable Services (SCS)"</b>	means all User Pays Services provided by the Supplier without delivery support from the Authority and for which the Authority receives financial benefit as set out in Schedule 6 ( <b>Pricing, Payment and Invoicing</b> ).
<b>Supplier's Maximised Capacity</b>	means a volume 125% of the Supplier's Normal Capacity
<b>Supplier's Normal Capacity</b>	means the capacity measured in the number of application processed for a VAC, operating under normal conditions
<b>"Supplier's Representative"</b>	means a particular member of the Supplier Personnel
<b>"Supplier's Solution"</b>	means the manner in which the Supplier proposes to provide services to fulfil the Services Requirements, as set out in Schedule 3 ( <b>Supplier's Solution</b> ) and the Annexes to Schedule 4 ( <b>Security</b> ).
<b>"Supporting Documents"</b>	mean all documentation that a Visa Applicant submits as part of the Visa Application process.
<b>"Sustainability Plan"</b>	means a plan developed by the Supplier in accordance with Schedule 16 ( <b>Sustainability</b> ).
<b>"Tamper Evident Envelopes"</b>	means an opaque single use tamper-evident security envelope, which leaves a clear and indelible mark in response to any attempt of unauthorized opening.
<b>"Target Service Level"</b>	has the meaning set out in Section 5.8.3 of Schedule 7 ( <b>Service Levels and Service Credits</b> ).

---

<b>“Technical Infrastructure”</b>	means the combination of Assets, Software and other items which the Supplier shall from time to time develop, implement and/or operate (as appropriate) in order fulfil the Services Requirements including the architectural standards on which the Technical Infrastructure is based.
<b>“TEL”</b>	has the same meaning as a Temporary Enrolment Location.
<b>“TEL Authorisation”</b>	has the meaning in section 9.2.6 of Schedule 23 ( <b>User Pays Services</b> ).
<b>“TEL Country Authorisation”</b>	has the meaning set out in Section 9.2.6 of Schedule 23 ( <b>User Pays Services</b> ).
<b>“TEL Location Authorisation”</b>	has the meaning set out in Section 9.3.4 of Schedule 23 ( <b>User Pays Services</b> ).
<b>"TEL Operator"</b>	means a member of the Supplier Personnel who conducts Biometric Enrolment at Temporary Enrolment Locations.
<b>"TEL Risk Assessment"</b>	means a security risk assessment undertaken by the Supplier when proposing a new Temporary Enrolment Location. When validated by the Authority this will be used as the basis for implementing a range of security measures at the new Temporary Enrolment Location.
<b>“TEL Service(s)”</b>	means a service provided at a Temporary Enrolment Location
<b>“TEL User Charge”</b>	means the User Pays VAC charges in respect of TELs, collected by the Supplier in accordance with Section 8 of Schedule 23 ( <b>User Pays Services</b> ).
<b>"Temporary Enrolment Location"</b>	means a place where part time User Pays Biometric Enrolment Service are held, being premises that are not solely dedicated to delivering VAC Services, and which open for a maximum of 3 Working Days per week. Visa Application Fees or Fees for User Pays Services shall not be collected at any Temporary Enrolment Location.
<b>“Temporary Enrolment Location Service”</b>	means a Service provided at a Temporary Enrolment Location where appointments are limited to 50 Visa Applicants per day and where all Service Packs may be delivered except for SP5 (Document Registration Service), SP7 (Application Streaming Services), SP9 (Interview Facilitation Services) and SP10 (Document Collection and Return Services). This Service shall not include the collection of any Visa Application Fees or fees for User Pays Services.
<b>“Temporary Waived Red Snags”</b>	has the meaning set out in Section 4.6.13 of Schedule 5 ( <b>Transition</b> ).
<b>“Temporary Waiver”</b>	has the meaning set out in Section 4.6.12(b) of Schedule 5 ( <b>Transition</b> ).
<b>“Temporary Waiver Request”</b>	has the meaning set out in Section 4.7.1. of Schedule 5 ( <b>Transition</b> ).
<b>“Tender”</b>	means the tender issued by the Supplier in response to the Authority's invitation to tender for the Services
<b>“Tender Response”</b>	means the Supplier's written response to the Request for Proposal (RFP) sent by the Authority to potential suppliers, including the Supplier, on 21 <sup>st</sup> March 2013.
<b>“Term”</b>	means the period commencing on the Effective Date and ending on the expiry of the Initial Term or (if applicable) any Extension or on earlier termination of this Agreement.

<b>“Termination”</b>	means the termination of the Agreement due to expiry of the Contract Term without renewal, or the expiry of the Contract Term after extending the Agreement in accordance with Clause 6 of the Terms and Conditions, or a termination of the Agreement in accordance with the terms and conditions of the Agreement, and <b>“Terminate”</b> and <b>“Terminated”</b> shall be construed accordingly.
<b>“Termination Assistance”</b>	means such technical advice and assistance as is reasonably requested by the Authority to effect the smooth handover of responsibility for any of the Services Requirements and the continued operation of Services fulfilling the Services Requirements in accordance with the Service Levels, throughout the Exit Period (as more particularly described in Schedule 9 ( <b>Exit Management</b> )).
<b>“Termination Date”</b>	means the effective date of termination of the Agreement as specified in a notice of termination given in accordance with the Terms and Conditions, or the expiry date of the Agreement.
<b>“Termination for Convenience”</b>	means the termination by the Authority of all or part of this Agreement pursuant to Clauses 45.1.2 and 45.1.3 of the Terms and Conditions.
<b>“Termination for Default”</b>	means the termination by the Authority of all or part of this Agreement pursuant to Clauses 43.1.1 but excluding a Termination for Force Majeure.
<b>“Terms and Conditions”</b>	means the Clauses of the Services Agreement.
<b>“Testing Strategy”</b>	has the meaning set out in R1-32 of Schedule 2 ( <b>Statement of Requirements</b> ).
<b>“Third Party Material”</b>	means Material which is not Supplier Material or Authority Material.
<b>“Third Party Software”</b>	means Software which is not Supplier Software or Authority Software.
<b>“Tools”</b>	means any Software that is used for software development or testing, data capture, system maintenance, data search, analysis, project management, measurement and monitoring, including related methodologies, processes and know-how.
<b>“Transferring Assets”</b>	has the meaning set out in Section 6.3 of Annex 9-2 to Schedule 9 ( <b>Exit Management</b> ).
<b>“Transferring Employees”</b>	means any employees transferring from the current Supplier to the Successor Supplier.
<b>“Transferring IPR”</b>	has the meaning set out in Section 9.3.1 of Annex 9-2 to Schedule 9 ( <b>Exit Management</b> ).
<b>“Transferring Subcontracts”</b>	has the meaning set out in Section 8.3 of Annex 9-2 to Schedule 9 ( <b>Exit Management</b> ).
<b>“Transition”</b>	means the programme of activities to be performed by the Parties during the Transition Period in accordance with Schedule 5 ( <b>Transition</b> ).
<b>“Transition Acceptance Certificate”</b>	means a document which is signed by the Authority to acknowledge that the Supplier has met the relevant Readiness Criteria for any post-Commencement Date Transition activities or deliverables and has demonstrated to the Authority's reasonable satisfaction that it has fulfilled the relevant Services Requirements at a VAC or within a Country during the Start-Up Period.
<b>“Transition Charges”</b>	means the element of the Service Charges payable with respect to Transition, as further set out in Schedule 6 ( <b>Pricing, Payment and Invoicing</b> ).

<b>“Transition Cost Recovery End Date”</b>	means the end of the Initial Term, which represents the period over which it has been assumed that the Supplier will recover the initial costs incurred when setting up a User Pays VAC.
<b>“Transition Evidence”</b>	means the evidence relating to Transition to be provided by the Supplier in accordance with Section 4.8.1 of Schedule 5 ( <b>Transition</b> ).
<b>“Transition Liaison Office”</b>	has the meaning set out in Section 3.1.2 of Schedule 5 ( <b>Transition</b> ).
<b>“Transition Milestone Payments”</b>	means twenty percent (20%) of each Country Transition Charge to be paid to the Supplier in accordance with Section 4.4 of Schedule 6 ( <b>Pricing, Payment and Invoicing</b> ).
<b>“Transition Period”</b>	means the period commencing on the Effective Date and ending on the date when all agreed Transition activities are completed as demonstrated by the signing by the Authority of the final Transition Acceptance Certificate in accordance with Section 6 of Schedule 5 ( <b>Transition</b> ).
<b>“Transition Plan”</b>	means the Overall Transition Methodology and Plan or a Local Transition Plan.
<b>“Transition Planning”</b>	has the meaning set out in section 2 of Schedule 9 ( <b>Exit Management</b> ).
<b>“Turnover Rate”</b>	means the rate at which Supplier Personnel are replaced by new Supplier Personnel or otherwise cease to be assigned to the fulfilment of the Services Requirements.
<b>“UK Government Security Policy”</b>	means the HMG Security Policy Framework ( <a href="http://www.cabinetoffice.gov.uk/resource-library/security-policy-framework">http://www.cabinetoffice.gov.uk/resource-library/security-policy-framework</a> ).
<b>"Unique Application Identification Number"</b>	means the unique number generated by the Authority's system when the Visa Applicant completes their online Visa Application Form.
<b>“Unique ID Reference Number”</b>	means the unique number generated by the Authority's system when the Visa Applicant completes their online Visa Application Form
<b>“Unrecovered Transition Payment”</b>	has the meaning set out in Section 12.2 of Schedule 6 ( <b>Pricing, Payment and Invoicing</b> ).
<b>“UPS”</b>	means an uninterruptible power supply.
<b>“UPV Commencement Date”</b>	means the date on which the Supplier assumes responsibility for fulfilling the Services Requirements at a User Pays VAC, following the signing by the Authority of the relevant Go-Live Readiness Certificate for such VAC.
<b>“UPV Compensation Payment”</b>	means the amount payable to the Supplier if the UPV Services at a Fixed User Pays VAC are terminated by the Authority pursuant to Clause 45.1.3 of the Terms and Conditions, as defined in Section 7.7.3 of Schedule 23 ( <b>User Pays Services</b> ).
<b>“UPV Cost Recovery End Date”</b>	means the end of the Initial Term over which it has been assumed that the Supplier will recover the initial costs incurred when setting up a User Pays VAC.
<b>“UPV Notice”</b>	has the meaning set out in Section 7.5.3 of Schedule 23 ( <b>User Pays Services</b> ).
<b>“UPV Services”</b>	means a User Pays VAC

<b>"UPV User Fee"</b>	means the fee payable by the Visa Applicant for using a User Pays VAC, set and collected in accordance with Section 8 of Schedule 23 ( <b>User Pays Services</b> ).
<b>"User Accounts"</b>	means individual access permissions allocated to Supplier Personnel who operate Biometric Equipment.
<b>"User IDs"</b>	means the unique Identifier, that is assigned to each individual Supplier Personnel who operate the Biometric Equipment.
<b>"User Pay Fee"</b>	means the fee payable by a Visa Applicant for a User Pays Service.
<b>"User Pay Service Commencement Date"</b>	means the date on which a User Pay Service is first provided (which for the avoidance of doubt may be the Effective Date or may be a later date)
<b>"User Pay VAC" "UPV"</b>	means a VAC that is provided by the Supplier as a User Pay Service.
<b>"User Pays Services"</b>	means Services that are connected to and enhance the Visa Application Process and the customer's application experience. These services are optional for the Visa Applicant to purchase, at a fee charged by the Supplier, and only at the fee amount agreed between the Supplier and the Authority.
<b>"User Pays VAC Compensation Payment"</b>	has the meaning set out in Section 7.7.3 of Schedule 23 ( <b>User Pays Services</b> ).
<b>"User Pays VAC Appointment"</b>	means an appointment at a User Pays VAC for Biometric Enrolment.
<b>"User Pays VAC Service"</b>	means an optional Supplier Chargeable Service (SCS) that may be made available to Visa Applicants by the Supplier as an option that a Visa Applicant may choose to select and which will provide additional VACs in locations other than those which are Free To User.
<b>"VAC"</b>	means a Visa Application Centre.
<b>"VAC Lease"</b>	has the meaning set out in Section 3.3.1 of Schedule 12 ( <b>Subcontractors</b> ).
<b>"VAC Manager"</b>	means Supplier Personnel who are responsible for management of a VAC.
<b>"Value For Money Mechanism"</b>	means the mechanisms to ensure that the Services Charges represent value for money to the Authority during the Contract Term as set out in Schedule 6 ( <b>Pricing, Payment and Invoicing</b> ).
<b>"VAT"</b>	means value added tax charged in accordance with the Value Added Tax Act 1994 (or any other similar sales, use, excise, value added or consumption tax which replaces and/or supplements in whole or in part such value added tax) at the rate prevailing at the time of the relevant supply.
<b>"Verification"</b>	means confirming a claim to biometric identity through comparison, also known as a "1 to 1 match".
<b>"Very High Threat"</b>	means a level of security threat, from terrorism or crime, as defined within a four level hierarchy operated by the Authority.
<b>"Video Conference"</b>	means the provision of a facility that enables a meeting or interview to occur without the physical presence of the parties together in the same location.
<b>"Video Conference Equipment"</b>	means the hardware and software which will allow two or more locations to communicate by simultaneous two-way video and audio transmissions as specified by the Authority.
<b>"Video Recording"</b>	has the meaning set out in the Interface Control Document.



<b>“VIP Service”</b>	has the meaning set out in Section 1.4 of Schedule 2 ( <b>Statement of Requirements</b> ).
<b>“Visa”</b>	means a visa and/or entry clearance document entitling a person to enter the UK.
<b>“Visa Applicant”</b>	means a person applying to the UK Government for a Visa, and includes Customers, to the extent the person is only seeking information about a Visa Application.
<b>“Visa Application”</b>	means an application for a Visa by a Visa Applicant.
<b>"Visa Application Case Type"</b>	means the category of Visa that the Visa Applicant has applied for.
<b>“Visa Application Centre” or “VAC”</b>	means the premises, to be provided and controlled by the Supplier or a Supplier Subcontractor, at which all or part of the Services Requirements are fulfilled by the Supplier or all or part of the Supplier’s Solution is provided to Visa Applicants.
<b>"Visa Application Centre Opening Hours"</b>	means the hours during a Working Day when a VAC is open for business in the relevant Country.
<b>“Visa Application Fee”</b>	means the fee payable by a Visa Applicant for a Visa Application.
<b>“Visa Application Form” or “VAF”</b>	means the form used to make a Visa Application.
<b>“Visa Application Process”</b>	means the collective processes, procedures and methodologies under which a Visa Applicant applies to the UK Government for a Visa as described in Schedule 2 ( <b>Statement Of Requirements</b> ).
<b>“Visa Application Services”</b>	means the services provided by the Supplier in fulfilment of the Visa Application Requirements.
<b>“Visa Fees”</b>	means the fee payable by a Visa Applicant for a Visa Application.
<b>“Work Product”</b>	means any deliverable (in whatever form) which may be created or developed by or on behalf of the Supplier in the course of and for the purpose of the fulfilment of the Services Requirements, whether solely or jointly by the Supplier and the Supplier Subcontractors including any Software (which may include Modifications to Supplier Software) specifically requested by the Authority through the Change Control Procedure but excluding Third Party Software, Third Party Materials and the Procedures Manual.
<b>"Working Day"</b>	means a day when a VAC is open for business in the relevant Country.
<b>"Working Hours"</b>	means the hours of the day during which the Supplier Facilities are open for the purpose of delivering the Services.