

Schedule 1

Definitions

1 Definitions

- 1.1 In the Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule 1 (Definitions) or the relevant Schedule in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In the Contract, unless the context otherwise requires:
- 1.3.1 the singular includes the plural and vice versa;
 - 1.3.2 reference to a gender includes the other gender and the neuter;
 - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
 - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.3.5 the words **including, other, in particular, for example** and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words **without limitation**;
 - 1.3.6 references to **writing** include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
 - 1.3.7 references to **representations** shall be construed as references to present facts, to **warranties** as references to present and future facts and to **undertakings** as references to obligations under the Contract;
 - 1.3.8 references to **Clauses** and **Schedules** are, unless otherwise provided, references to the clauses and schedules of the Contract and references in any Schedule to parts, paragraphs, appendices, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
 - 1.3.9 references to **Paragraphs** are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided;
 - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified;
 - 1.3.11 the headings are for ease of reference only and shall not affect the interpretation or construction of the Contract; and
 - 1.3.12 where the Buyer is a Crown Body it shall be treated as contracting with the Crown as a whole.

- 1.4 Any reference in this Contract which immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to Section 1A of the European Union (Withdrawal) Act 2018) is a reference to (as it has effect from time to time):
- 1.4.1 any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (**EU References**) which is to form part of domestic law by application of Section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of Section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and
- 1.4.2 any EU institution or EU authority or other such EU body shall be read on and after IP Completion Day as a reference to the UK institution, authority or body to which its functions were transferred.
- 1.5 Where a standard, policy or document is referred to in this Contract by reference to a hyperlink, then if the hyperlink is changed or no longer provides access to the relevant standard, policy or document, the relevant Supplier shall notify the Authority and the Parties shall update this Contract with a reference to the replacement hyperlink.
- 1.6 All references to the **Supplier** shall mean the relevant Supplier (as the case may be) being either:
- 1.6.1 Supplier A (ERP); or
- 1.6.2 Supplier B (SI).

Accounting Reference Date	in each year the date on which the relevant Supplier publishes its annual audited financial statements at Companies House;
Accreditation	the assessment of the Core Information Management System in accordance with Paragraph 7 of Part 2 of Schedule 5 (Security Management) by the Authority or an independent information risk manager/professional appointed by the Authority, which results in an Accreditation Decision;
Accreditation Decision	the decision of the Authority, taken in accordance with the process set out in Paragraph 7 of Part 2 of Schedule 5 (Security Management), to issue the Supplier with a Residual Risk Statement or a Risk Management Rejection Notice in respect of the Core Information Management System;
Accreditation Plan	means the Supplier's plan to attain a Residual Risk Statement from the Authority, which is prepared by the Supplier and approved by the Authority in accordance with Paragraph 7.6.1 of Part 2 of Schedule 5 (Security Management);
Achieve	<p>(a) in respect of a Test, to successfully pass a Test without any Test Issues; and</p> <p>(b) in respect of a Milestone or a Key Milestone, the issue of a Milestone Achievement Certificate in respect of that Milestone or Key Milestone in accordance with the provisions of Schedule 14 (Testing Procedures),</p>

and **Achieved** and **Achievement** shall be construed accordingly;

Achieved Profit Margin the cumulative Supplier Profit Margin calculated from (and including) the Effective Date (or, if applicable, the date of the last adjustment to the Charges made pursuant to Paragraph 2.2 of Part 4 of Schedule 15 (Charges and Invoicing) to (and including) the last day of the previous Contract Year;

Actuary a Fellow of the Institute and Faculty of Actuaries;

Administering Authority in relation to the relevant Fund, the relevant administering authority of that Fund for the purposes of the 2013 Regulations;

Affected Party the Party seeking to claim relief in respect of a Force Majeure Event;

Affiliate in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;

Allowable Price in relation to the Retained Deliverables relating to a CPP Milestone, if any, an amount determined in accordance with the formula:

$$A - B$$

where:

- (a) A is an amount equal to the Costs incurred by the relevant Supplier in providing or developing the relevant Retained Deliverables as reflected in the Financial Model together with an amount equal to the Anticipated Contract Life Profit Margin thereon; and
- (b) B is an amount equal to the Allowable Price Adjustment relating to the relevant Retained Deliverables, if any, or if there is no such Allowable Price Adjustment, zero,

provided that the Allowable Price for any Retained Deliverables shall in no circumstances exceed the aggregate amount of the Milestone Payments paid to the relevant Supplier in respect of the Milestones (or in the case of Partial Termination, the Milestones for the parts of the Services terminated) relating to that CPP Milestone;

Allowable Price Adjustment has the meaning given in Clause 32.8.3 (Payments by the Supplier);

Annual Contract Report the annual contract report to be provided by each Supplier to the Authority pursuant to Paragraph 1 of

Part 2 of Schedule 19 (Financial Reports and Audit Rights);

Annual Revenue

for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the relevant Supplier or, as appropriate, the relevant Supplier Group in its most recent published accounts, subject to the following methodology:

- (a) figures for accounting periods of other than twelve (12) months should be scaled pro rata to produce a proforma figure for a twelve (12) month period; and
- (b) where the relevant Supplier, the relevant Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date;

Anticipated Contract Life Profit Margin

the anticipated Supplier Profit Margin over the Term as reflected in the Financial Model;

Anti-Malicious Software

software that scans for and identifies Malicious Software in the IT Environment;

Applicable Supplier Personnel

any Supplier Personnel who:

- (a) at the Termination Date:
 - (i) are employees of the Supplier;
 - (ii) are Dedicated Supplier Personnel; and
 - (iii) have not transferred (and are not in scope to transfer at a later date) to the Authority or the Replacement Supplier by virtue of the Employment Regulations;
- (b) are dismissed or given notice of dismissal by the Supplier within:
 - (i) forty (40) Working Days of the Termination Date; or
 - (ii) such longer period required by Law, their employment contract (as at the Termination Date) or an applicable collective agreement;
- (c) have not resigned or given notice of resignation prior to the date of their dismissal by the Supplier; and

- (d) the Supplier can demonstrate to the satisfaction of the Authority:
 - (i) are surplus to the Supplier's requirements after the Termination Date notwithstanding its obligation to provide services to its other customers;
 - (ii) are genuinely being dismissed for reasons of redundancy; and
 - (iii) have been selected for redundancy by the Supplier on objective grounds other than the fact that the Supplier is entitled to reimbursement under this provision in respect of such employees;

Approved Sub-Licensee	any of the following: <ul style="list-style-type: none">(a) a Services Recipient;(b) a Central Government Body;(c) any third party providing services to a Central Government Body; and/or(d) any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Authority;
Assets	all assets and rights used by either Supplier to provide the Services in accordance with this Contract but excluding the Authority Assets;
Associated Person	has the meaning given to it in Section 44(4) of the Criminal Finances Act 2017;
Associates	in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;
Assurance	written confirmation from a Relevant Authority to either Supplier that the CRP Information is approved by the Relevant Authority;
Audit	any exercise by the Authority of its Audit Rights pursuant to Clause 12 (Reports, Audits and Open Book Data) and Schedule 19 (Financial Reports and Audit Rights);
Audit Agents	(a) the Authority's internal and external auditors;

- (b) a Service Recipient's internal and external auditors;
- (c) the Authority's statutory or regulatory auditors;
- (d) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;
- (e) HM Treasury or the Cabinet Office;
- (f) any party formally appointed by the Authority to carry out audit or similar review functions; and
- (g) successors or assigns of any of the above;

Audit Rights

the audit and access rights referred to in Schedule 19 (Financial Reports and Audit Rights);

Authority Assets

the Authority Materials, the Authority's or any Service Recipient's infrastructure and any other data, software, assets, equipment or other property owned by and/or licensed or leased to the Authority or any Services Recipient and which is or may be used in connection with the provision or receipt of the Services;

Authority Background IPRs

- (a) IPRs owned by the Authority or any Services Recipient before the Effective Date, including IPRs contained in any of the Authority's or any Service Recipient's Know-How, documentation, processes and procedures;
- (b) IPRs created by the Authority or any Services Recipient independently of this Contract; and/or
- (c) Crown Copyright which is not available to either Supplier otherwise than under this Contract,

but excluding IPRs owned by the Authority or any Services Recipient subsisting in the Authority Software;

Authority Cause

any material breach by the Authority of any of the Authority Responsibilities, except to the extent that such breach is:

- (a) the result of any act or omission by the Authority to which the relevant Supplier has given its prior consent; or
- (b) caused by the relevant Supplier, any Sub-contractor or any relevant Supplier Personnel;

Authority Change Manager	the person appointed to that position by the Authority from time to time and notified in writing to either Supplier or, if no person is notified, the Authority Representative;
Authority Data	<p>(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <p style="margin-left: 40px;">(i) supplied to either Supplier by or on behalf of the Authority or any Service Recipient; and/or</p> <p style="margin-left: 40px;">(ii) which either Supplier is required to generate, process, store or transmit pursuant to this Contract; or</p> <p>(b) any Personal Data for which the Authority or any Services Recipient is the Controller;</p>
Authority IT Strategy	the Authority's or any Service Recipient's IT policy in force as at the Effective Date (a copy of which has been supplied to each Supplier), as updated from time to time in accordance with the Change Control Procedure;
Authority Materials	<p>the Authority Data together with any materials, documentation, information, programs and codes supplied by the Authority or any Services Recipient to either Supplier, the IPRs in which:</p> <p>(a) are owned or used by or on behalf of the Authority or any Service Recipient; and</p> <p>(b) are or may be used in connection with the provision or receipt of the Services,</p> <p>but excluding any Project Specific IPRs, Specially Written Software, Supplier Software, Third Party Software and Documentation relating to Supplier Software or Third Party Software;</p>
Authority Premises	premises owned, controlled or occupied by the Authority, any Services Recipient and/or any Central Government Body which are made available for use by either Supplier or its Sub-contractors for provision of the Services (or any of them);
Authority Representative	the representative appointed by the Authority pursuant to Clause 11.4 (Representatives);
Authority Requirements	the requirements of the Authority set out in Schedule 2 (Services Description), Schedule 3 (Performance Levels), Schedule 4 (Standards), Schedule 5 (Security Management), Schedule 6A or 6B (Insurance Requirements), Schedule 13 (Implementation Plan), Schedule 24 (Reports and

	Records Provisions), Schedule 25 (Exit Management) and, for Supplier B, Schedule 26B (Service Continuity Plan and Corporate Resolution Planning);
Authority Responsibilities	the responsibilities of the Authority or any Services Recipient specified in Schedule 7 (Authority Responsibilities);
Authority Software	software which is owned by or licensed to the Authority or any Services Recipient (other than under or pursuant to this Contract) and which is or will be used by the relevant Supplier for the purposes of providing the Services;
Authority System	the Authority's or any Service Recipient's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or any Services Recipient or the relevant Supplier in connection with this Contract which is owned by the Authority or any Services Recipient or licensed to it by a third party and which interfaces with the relevant Supplier System or which is necessary for the Authority or any Services Recipient to receive the Services;
Available	has the meaning given in Paragraph 1 of Part 2 of Appendix A of Schedule 3 (Performance Levels);
Balanced Scorecard Report	has the meaning given in Paragraph 1.1.2 of Part 2 of Schedule 3 (Performance Levels);
Baseline Security Requirements	the Authority's baseline security requirements, the current copy of which is contained in Appendix A of Part 2 (Baseline Security Requirements) of Schedule 5 (Security Management), as updated from time to time by the Authority and notified to the relevant Supplier;
Benchmarked Service	a Service that the Authority elects to include in a Benchmark Review under Paragraph 2.3 of Schedule 17 (Benchmarking);
Benchmarker	the independent third party appointed under Paragraph 3.1 of Schedule 17 (Benchmarking);
Benchmark Report	the report produced by the Benchmarker following the Benchmark Review as further described in Paragraph 5 of Schedule 17 (Benchmarking);
Benchmark Review	a review of one or more of the Services carried out in accordance with Paragraph 4 of Schedule 17 (Benchmarking) to determine whether those Services represent Good Value;

Best Value Direction	the Best Value Authorities Staff Transfers (Pensions) Direction 2007 or the Welsh Authorities Staff Transfers (Pensions) Direction 2012 (as appropriate);
Board Confirmation	the written confirmation from the relevant Supplier's board of directors in accordance with Paragraph 8 of Schedule 18 (Financial Distress);
Board Member	the initial persons appointed by the Authority, Services Recipients and either Supplier or their Key Sub-contractors to the Boards as set out in Appendix A to Schedule 21 (Governance) and any Supplier replacements from time to time notified to the Authority in accordance with Paragraph 3.3 of Schedule 21 (Governance);
Boards	the Programme Delivery Board, Service Management Board, Programme Design Authority Board, and Design Groups (but excluding the Strategic Programme Board) and Board shall mean any of them;
Breakage Costs Payment	an amount equal to the Redundancy Costs and the Contract Breakage Costs as at the Termination Date as determined in accordance with Paragraph 3 of Schedule 16B (Payments on Termination);
Breach of Security	<p>(a) in Part 1 of Schedule 5 (Security Management), an event that results, or could result, in:</p> <ul style="list-style-type: none"> (i) any unauthorised access to or use of the Authority Data, the Services and/or the Information Management System; and/or (ii) the loss, corruption and/or unauthorised disclosure of any information or data (including the Confidential Information and the Authority Data), including any copies of such information or data, used by the Authority and/or the Supplier in connection with this Contract; and <p>(b) in Part 2 of Schedule 5 (Security Management), the occurrence of:</p> <ul style="list-style-type: none"> (i) any unauthorised access to or use of the Services, the Authority Premises, the Sites, the Supplier System, the Authority System and/or any information or data (including the Confidential Information and the Authority Data) used by the Authority, the Supplier or any Sub-contractor in connection with this Contract;

- (ii) the loss (physical or otherwise) and/or unauthorised disclosure of any information or data (including the Confidential Information and the Authority Data), including copies of such information or data, used by the Authority, the Supplier or any Sub-contractor in connection with this Contract; and/or
- (iii) any part of the Supplier System ceasing to be compliant with the Certification Requirements,

in each case as more particularly set out in the security requirements in Schedule 2 (Services Description) and the Baseline Security Requirements;

Broadly Comparable

- (a) in respect of the Statutory Scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and/or
- (b) in respect of benefits provided for or in respect of a member under the Statutory Scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,

and **Broad Comparability** shall be construed accordingly;

BPS Provider

the Authority's provider of business process services;

Business Continuity Plan

- (a) in respect of Supplier A, has the meaning given in Section 17.12 of Exhibit A to Appendix A of Schedule 34 (ERP Supplier Terms);
- (b) in respect of Supplier B, has the meaning given in Paragraph 2.2.1(b) of Schedule 26B (Service Continuity Plan and Corporate Resolution Planning);

Business Continuity Services

has the meaning given in Paragraph 4.2.2 of Schedule 26B (Service Continuity Plan and Corporate Resolution Planning);

Cabinet Office Markets and Suppliers Team

the UK Government's team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;

Capacity	each Supplier's capacity to deliver the Services as set out in Schedule 8 (Supplier Solution);
Capacity Management Plan	the plan developed (substantially in the form set out in Appendix C of Schedule 13 (Implementation Plan)) and revised from time to time in accordance with Clauses 25.10 to 25.16;
CEDR	the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 1 Paternoster Lane, St Paul's, London EC4M 7BQ;
Central Government Body	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics, including:</p> <ul style="list-style-type: none"> (a) Government Departments; (b) Non-Departmental Public Bodies or Assembly Sponsored Public Bodies (advisory, executive, or tribunal); (c) Non-Ministerial Departments; or (d) Executive Agencies;
Certificate of Costs	a certificate of costs signed by the Supplier's Chief Financial Officer or Director of Finance (or equivalent as agreed in writing by the Authority in advance of issue of the relevant certificate) and substantially in the format set out in Appendix C of Schedule 15 (Charges and Invoicing);
Certification Requirements	<ul style="list-style-type: none"> (a) in Part 1, Schedule 5 (Security Management) the information security requirements set out in Paragraph 7 of Part 1; and (b) in Part 2, Schedule 5 (Security Management) the requirements set out in Paragraphs 8.1 to 8.8, inclusive, of Part 2;
Chairperson	the persons initially appointed by the Authority to chair Boards as set out in Appendix A of Schedule 21 (Governance);
Change	any change to this Contract;
Change Authorisation Note	a form setting out an agreed Contract Change which shall be substantially in the form of Appendix B: Change Authorisation Note of Schedule 22 (Change Control Procedure);
Change Control Procedure	the procedure for changing this Contract set out in Schedule 22 (Change Control Procedure);

Change Communication	any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to Schedule 22 (Change Control Procedure);
Change in Capacity	any change in either Supplier's Capacity to deliver the Services during the Term;
Change in Law	any change in Law which impacts on the performance of the Services which comes into force after the Effective Date;
Change Request	a written request for a Contract Change substantially in the form of Appendix A (Change Request Form) of Schedule 22 (Change Control Procedure);
Charges	the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 15 (Charges and Invoicing), including any Milestone Payment or Service Charge;
CHECK Service Provider	<p>(a) in Part 1 of Schedule 5 (Security Management), a company which has been certified by the National Cyber Security Centre, holds "Green Light" status and is authorised to provide the IT Health Check services required by Paragraph 8.1 of Part 1 of Schedule 5 (Security Management); and</p> <p>(b) in Part 2 of Schedule 5 (Security Management), a company which has been certified by the National Cyber Security Centre, holds a "Green Light" status and is authorised to provide the IT Health Check services required by Paragraph 9.1 of Part 1 of Schedule 5 (Security Management);</p>
CIMS Sub-contractor	a Sub-contractor that provides or operates the whole, or a substantial part, of the Core Information Management System;
Class 1 Transaction	has the meaning set out in the listing rules issued by the UK Listing Authority;
Cloud Console	has the meaning given in Paragraph 4.1 of Part 2 of Schedule 15 (Charges and invoicing);
CNI	Critical National Infrastructure;
Commercial off the shelf Software (COTS Software)	the Supplier COTS Software and the Third Party COTS Software;
Commercially Sensitive Information	the information listed in Schedule 9A or 9B (Commercially Sensitive Information) comprising information of a commercially sensitive nature which the relevant Supplier has indicated to the Authority would, if disclosed by the Authority, cause that

	Supplier significant commercial disadvantage or material financial loss;
Common Operating Model or COM	<p>the generic term used to describe the Services through product books covering six dimensions namely:</p> <ul style="list-style-type: none"> (a) process; (b) technology; (c) service delivery model; (d) data and KPIs; (e) controls; and (f) people;
Comparison Group	in relation to a Comparable Service, a sample group of organisations providing the Comparable Service identified by the Benchmark under Paragraph 4.8 of Schedule 17 (Benchmarking) which consists of organisations which are either of similar size to each Supplier or which are similarly structured in terms of their business and their service offering so as to be (in the Benchmark's professional opinion) fair comparators with each Supplier or which, in the professional opinion of the Benchmark, are best practice organisations and, where there are a reasonable number of such organisations, referencing only those organisations that are carrying on at least a significant part of their business within the United Kingdom;
Comparable Service	in relation to a Benchmarked Service, a service that is identical or materially similar to the Benchmarked Service including in terms of scope, specification, volume and quality of performance;
Comparable Supply	the supply of services to another customer of either Supplier that are the same or similar to any of the Services;
Compensation for Unacceptable KPI Failure	has the meaning given in Clause 7.4.1 (Unacceptable KPI Failure);
Compensation Payment	the payment calculated in accordance with Paragraph 6 of Schedule 16B (Payments on Termination);
Completion Retention	has the meaning given in Paragraph 1.3.2 of Part 2 of Schedule 15 (Charges and Invoicing);
Component	any constituent parts of the infrastructure for a Service, hardware or Software;
Condition Precedent	has the meaning given in Clause 4.2 (Condition Precedent);

Confidential Information

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

	<p>(v) relates to either Supplier's:</p> <p>(1) performance under this Contract; or</p> <p>(2) failure to pay any Sub-contractor as required pursuant to Clause 15.15(a) (Supply Chain Protection);</p>
Conflict of Interest	a conflict between the financial or personal duties of either Supplier or either Supplier's Supplier Personnel and the duties owed to the Authority or any Services Recipient under the Contract, in the reasonable opinion of the Authority;
Consumer Single Use Plastic	any single-use item made wholly or partly of plastic (including plastic items labelled as bio-based, biodegradable or compostable). For the avoidance of doubt, in this definition "single-use item" refers to an item that is not conceived, designed, or placed on the market to accomplish multiple trips or rotations by being returned to a producer for refill or re-use;
Contract Amendment Report	the contract amendment report to be provided by each Supplier to the Authority pursuant to Paragraph 1 of Part 2 of Schedule 19 (Financial Reports and Audit Rights);
Contract Breakage Costs	the amounts payable by the Supplier to its Key Sub-contractors or other third parties (as applicable) for terminating all relevant Key Sub-contracts or Third-Party Contracts as a direct result of the early termination of this Contract;
Contract Change	any change to this Contract other than an Operational Change;
Contract Inception Report	the initial financial model in a form agreed by each Supplier and the Authority in writing on or before the Effective Date;
Contract Year	<p>(a) a period of twelve (12) months commencing on the Effective Date; or</p> <p>(b) thereafter a period of twelve (12) months commencing on each anniversary of the Effective Date,</p> <p>provided that the final Contract Year shall end on the expiry or termination of the Term;</p>
Contracts Finder	the online government portal which allows suppliers to search for information about contracts as prescribed by Part 4 of the Public Contract Regulations 2015;

Control	the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and Controls and Controlled shall be interpreted accordingly;
Controller	has the meaning given in the UK GDPR or the EU GDPR as the context requires;
Core Information Management System	those information assets, IT systems and/or Sites which will be used by the Supplier and/or its Sub-contractors to Process Authority Data, together with the associated information management system (including organisational structure, controls, policies, practices, procedures, processes and resources) which the Authority has determined in accordance with Paragraph 5.2 of Part 2 of Schedule 5 (Security Management) shall be subject to Accreditation;
Corporate Change Event	<ul style="list-style-type: none"> (a) any change of Control of either Supplier or a Parent Undertaking of that Supplier; (b) any change of Control of any member of either Supplier Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services provided by that Supplier; (c) any change to the business of either Supplier or any member of either Supplier Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services provided by that Supplier; (d) a Class 1 Transaction taking place in relation to the shares of either Supplier or any Parent Undertaking of either Supplier whose shares are listed on the main market of the London Stock Exchange plc; (e) an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of either Supplier or any Parent Undertaking of either Supplier; (f) payment of dividends by either Supplier or the ultimate Parent Undertaking of that Supplier Group exceeding 25% of the Net Asset Value of that Supplier or the ultimate Parent Undertaking of that Supplier Group respectively in any twelve (12) month period; (g) an order is made or an effective resolution is passed for the winding up of any member of either Supplier Group; (h) any member of either Supplier Group stopping payment of its debts generally or

becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of either Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of either Supplier Group;

- (i) the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of either Supplier Group; and/or
- (j) any process or events with an effect analogous to those in Paragraphs (e) to (g) inclusive above occurring to a member of either Supplier Group in a jurisdiction outside England and Wales;

**Corporate Change Event
Grace Period**

a grace period agreed to by the Relevant Authority for providing CRP Information and/or updates to Service Continuity Plan after a Corporate Change Event;

**Corporate Resolvability
Assessment (Structural
Review)**

part of the CRP Information relating to either Supplier Group to be provided by that Supplier in accordance with Paragraph 2 of Part 2 and Appendix B (Corporate Resolvability Assessment (Structural Review)) of Schedule 26B (Service Continuity Plan and Corporate Resolution Planning);

Costs

the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Services:

- (a) the cost to the Supplier or the Key Sub-contractor (as the context requires), calculated per Work Day, of engaging the Supplier Personnel, including:
 - (i) base salary paid to the Supplier Personnel;
 - (ii) employer's national insurance contributions;
 - (iii) Employer Pension Contributions;
 - (iv) car allowances;
 - (v) any other contractual employment benefits;
 - (vi) staff training;
 - (vii) work place accommodation;
 - (viii) work place IT equipment and tools reasonably necessary to perform the

Services (but not including items included within limb (b) below); and

- (ix) reasonable recruitment costs, as agreed with the Authority;
- (b) costs incurred in respect of those Assets which are detailed on the Registers and which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Assets by the Supplier to the Authority or (to the extent that risk and title in any Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Assets;
- (c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the delivery of the Services;
- (d) Reimbursable Expenses to the extent these are incurred in delivering any Services where the Charges for those Services are to be calculated on a Firm Price pricing mechanism;

but excluding:

- (i) Overhead;
- (ii) financing or similar costs;
- (iii) maintenance and support costs to the extent that these relate to maintenance and/or support services provided beyond the Term, whether in relation to Assets or otherwise;
- (iv) taxation;
- (v) fines and penalties;
- (vi) amounts payable under Schedule 17 (Benchmarking); and
- (vii) non-cash items (including depreciation, amortisation, impairments and movements in provisions);

Counter Notice

has the meaning given in Paragraph 7.2 of Schedule 23 (Dispute Resolution Procedure);

**CPP or Contract
Performance Point**

a contract performance point is as set out in a statement of work in Appendix B (Synergy Contract Performance Point) of Schedule 13 (Implementation Plan) for the corresponding CPP Milestones and

	which defines the Deliverables and corresponding acceptance criteria;
CPP Milestone	the Milestone at which either Supplier as applicable, has demonstrated that the relevant CPP has been achieved in accordance with Schedule 14 (Testing Procedures);
Credit Rating Level	a credit rating level as specified in Appendix A of Schedule 18 (Financial Distress);
Credit Rating Threshold	the minimum Credit Rating Level for each entity in the FDE Group as set out in Appendix B of Schedule 18 (Financial Distress);
CREST Service Provider	a company with a SOC Accreditation from CREST International;
Critical National Infrastructure	<p>those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:</p> <ul style="list-style-type: none"> (a) major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or (b) significant impact on the national security, national defence, or the functioning of the UK;
Critical Performance Failure	<ul style="list-style-type: none"> (a) either Supplier accruing in aggregate fifteen (15) or more Service Points (in terms of the number of points allocated) in any three (3) consecutive Service Periods; or (b) either Supplier accruing Service Credits or Compensation for Unacceptable KPI Failure which meet or exceed the Service Credit Cap for three (3) consecutive Service Periods;
Critical Service Contract	a service contract which has been designated as such under Paragraph 1.1 of Part 2 to Schedule 26B (Service Continuity Plan and Corporate Resolution Planning);
Crown Body	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;

Crown Copyright	has the meaning given in the Copyright, Designs and Patents Act 1988;
CRP Information	the Corporate Resolution Planning Information, together, the: <ul style="list-style-type: none"> (a) Exposure Information (Contracts List); (b) Corporate Resolvability Assessment (Structural Review); and (c) Financial Information and Commentary;
CRTPA	the Contracts (Rights of Third Parties) Act 1999;
CSPS	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Arrangements and (ii) Death Benefits Arrangements; the Civil Service Additional Voluntary Contribution Scheme; and alpha introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014;
CSPS Admission Agreement	an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services;
CSPS Eligible Employee	any CSPS Fair Deal Employee who at the relevant time is an active member or eligible to participate in the CSPS under a CSPS Admission Agreement;
CSPS Fair Deal Employee	a Fair Deal Employee or a Fair Deal Eligible Employee;
Cyber Essentials	the Cyber Essentials certificate issued under the Cyber Essentials Scheme;
Cyber Essentials Plus	the Cyber Essentials Plus certificate issued under the Cyber Essentials Scheme;
Cyber Essentials Scheme	the Cyber Essentials scheme operated by the National Cyber Security Centre;
Data Loss Event	any event that results, or may result, in unauthorised access to Personal Data held by the relevant Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;

Data Protection Impact Assessment	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
Data Protection Legislation	<ul style="list-style-type: none"> (a) the UK GDPR; (b) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (c) all applicable Law about the processing of personal data and privacy; and (d) (to the extent that it applies) the EU GDPR;
Data Subject	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
Data Subject Request	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to their Personal Data;
Dedicated Supplier Personnel	all Supplier Personnel then assigned to the Services or any part of the Services. If the Supplier is unsure as to whether Supplier Personnel are or should be regarded as so assigned, it shall consult with the Authority whose view shall be determinative provided that the employee has been materially involved in the provision of the Services or any part of the Services;
Deductions	all Service Credits, Compensation for Unacceptable KPI Failure, Delay Payments or any other deduction which is paid or payable to the Authority under this Contract;
Default	<p>any breach of the obligations of the relevant Party (including abandonment of this Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement:</p> <ul style="list-style-type: none"> (a) in the case of the Authority, of its employees, servants, agents; or (b) in the case of either Supplier, of its Sub-contractors or any Supplier Personnel, <p>in connection with or in relation to the subject-matter of this Contract and in respect of which the relevant Supplier is liable to the Authority (or vice versa);</p>
Defect	<ul style="list-style-type: none"> (a) any error, damage or defect in the manufacturing of a Deliverable; (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results;

	<p>(c) any failure of any Deliverable to provide the performance, features and functionality specified in the Authority Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria; or</p> <p>(d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the Authority Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Test Success Criteria;</p>
Delay	<p>(a) a delay in the Achievement of a Milestone by its Milestone Date; or</p> <p>(b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan;</p>
Delay Deduction Period	the period of [REDACTED] commencing on the relevant Milestone Date;
Delay Payments	the amounts payable by either Supplier to the Authority in respect of a Delay in Achieving a Key Milestone as specified in Schedule 15 (Charges and Invoicing);
Delay Payment Rate	has the meaning given in Paragraph 1.1.1 of Part 3 of Schedule 15 (Charges and Invoicing);
Deliverable	an item or feature delivered or to be delivered by either Supplier at or before a Milestone Date or at any other stage during the performance of this Contract;
Delivery	shall mean a Deliverable has been delivered and accepted in accordance with Schedule 14 (Testing Procedures);
Department	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>(a) Government Department; or</p> <p>(b) Non-Ministerial Department;</p>
Dependent Parent Undertaking	any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether

	directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which either Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into this Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of this Contract;
Design Groups	initially the Technology, HR, Finance and Commercial Systems, design groups as may be amended from time to time in accordance with Paragraph 7.4 of Schedule 21 (Governance);
Detailed Implementation Plan	the plan developed and revised from time to time in accordance with Paragraphs 3 and 4 of Schedule 13 (Implementation Plan);
Disaster	the occurrence of any period of Service failure or disruption which means with a reasonable degree of certainty that the Services, or a material part of the Services, will be unavailable for a significant period;
Disaster Recovery Plan	has the meaning given in Paragraph 2.2.1(c) of Schedule 26B (Service Continuity Plan and Corporate Resolution Planning);
Disaster Recovery Services	the services embodied in the processes and procedures for restoring the Services following the occurrence of a Disaster;
Disaster Recovery System	the system identified by the Supplier in the Supplier Solution which shall be used for the purpose of delivering the Disaster Recovery Services;
Disclosing Party	has the meaning given in Clause 19.1 (Confidentiality);
Disclosing Party Group	<p>(a) where the Disclosing Party is either Supplier, that Supplier and any Affiliates or Sub-contractors of that Supplier; and</p> <p>(b) where the Disclosing Party is the Authority, the Authority, any Services Recipient and any Central Government Body with which the Authority or either Supplier interacts in connection with this Contract;</p>
Dispute	any dispute, difference or question of interpretation arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;

Dispute Notice	a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
Dispute Resolution Procedure	the dispute resolution procedure set out in Schedule 23 (Dispute Resolution Procedure);
Documentation	<p>descriptions of the Services and Performance Indicators, details of the applicable Supplier System (including (i) vendors and versions for off-the-shelf components and (ii) source code and build information for proprietary components), relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation as:</p> <ul style="list-style-type: none">(a) is required to be supplied by either Supplier to the Authority or any Services Recipient under this Contract;(b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide Services;(c) is required by either Supplier in order to provide the Services; and/or(d) has been or shall be generated for the purpose of providing the Services;
DOTAS	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC 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 section 132A of the Social Security Administration Act 1992;
DPA 2018	the Data Protection Act 2018;
Due Diligence Information	any information supplied to either Supplier by or on behalf of the Authority or any Services Recipient prior to the Effective Date;
Effective Date	the later of:

- (a) the date on which this Contract is signed by all the Parties; and
- (b) the date on which the Condition Precedent has been satisfied or waived in accordance with Clause 4.2 (Condition Precedent);

EIRs

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

Emergency Exit

any termination of this Contract which is a:

- (a) termination of the whole or part of this Contract in accordance with Clause 31 (Termination Rights), except where the period of notice given under that Clause is greater than or equal to six (6) months;
- (b) termination of the provision of the Services for any reason prior to the expiry of any period of notice of termination served pursuant to Clause 31 (Termination Rights); or
- (c) wrongful termination or repudiation of this Contract by either Party;

Emergency Maintenance

ad hoc and unplanned maintenance provided by either Supplier where:

- (a) the Authority or any Services Recipient reasonably suspects that the IT Environment or the Services, or any part of the IT Environment or the Services, has or may have developed a fault, and notifies the relevant Supplier of the same; or
- (b) either Supplier reasonably suspects that the IT Environment or the Services, or any part the IT Environment or the Services, has or may have developed a fault;

Employee Liabilities

all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:

- (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;

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

Employment Regulations	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced;
End User	any person authorised by the Authority to use the IT Environment and/or the Services;
End-User Device	the hardware, computer and telecoms devices (if any) supplied to End Users by the Supplier (but not hired, leased or loaned from, or provided or managed by, the Authority or any Service Recipient) for the provision of the Services;
Equivalent Services Data	in relation to a Comparable Service, data derived from an analysis of the Comparable Service provided by the Comparison Group as adjusted in accordance with Paragraphs 4.8.1 and 4.9 of Schedule 17 (Benchmarking) provided that the Benchmark shall not use any such data that relates to a period which ended more than 36 months prior to the date of the appointment of the Benchmark;
Escrow Agent	an escrow agent appointed by the Parties;
Escrow Agreement	an escrow agreement in the form to be agreed by the Parties which is to be entered into by the Parties and the Escrow Agent in accordance with Paragraph 5 of Schedule 32B (Intellectual Property Rights);
Estimated Year 1 Charges	the estimated Charges payable by the Authority during the first Contract Year, as set out in the Financial Model;

Estimated Initial Service Charges	the estimated Service Charges payable by the Authority during the period of twelve (12) months from the first Operational Services Commencement Date, as set out in the Financial Model;
EEA	European Economic Area;
Ethical Wall Agreement	an ethical wall agreement in a form similar to the draft ethical wall agreement set out at Appendix B of Schedule 25 (Exit Management);
EU GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
EU	European Union;
European Standard	in relation to an electronic invoice, the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
Exclusive Assets	those Assets used by each Supplier or a Key Sub-contractor which are used exclusively in the provision of the Services;
Exit Information	has the meaning given in Paragraph 3.1 of Schedule 25 (Exit Management);
Exit Management	services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from either Supplier to the Authority or any Services Recipient and/or a Replacement Supplier, as set out or referred to in Schedule 25 (Exit Management) as applicable to either Supplier;
Exit Manager	the person appointed by each Party pursuant to Paragraph 2.3 of Schedule 25 (Exit Management) for managing the Parties' respective obligations under Schedule 25 (Exit Management);
Exit Plan	the plan produced and updated by either Supplier during the Term in accordance with Paragraph 5 of Schedule 25 as applicable (Exit Management);
Expedited Dispute Timetable	the reduced timetable for the resolution of Disputes set out in Paragraph 3 of Schedule 23 (Dispute Resolution Procedure);
Expert	in relation to a Dispute, a person appointed in accordance with Paragraph 6.2 of Schedule 23 (Dispute Resolution Procedure) to act as an expert in relation to that Dispute;

Expert Determination	the process described in Paragraph 6 of Schedule 23 (Dispute Resolution Procedure);
Exposure Information (Contracts List)	part of the CRP Information relating to either Supplier Group to be provided by that Supplier in accordance with Paragraph 2 of Part 2 and Appendix A of Schedule 26B (Service Continuity Plan and Corporate Resolution Planning);
Extension Period	<p>(a) (in respect of Supplier A) the period for which the Supplier A Services are renewed after the expiration of the Initial Term in accordance with Section 17.21 of the Supplier A ERP Terms (as incorporated by Paragraph 20 (Miscellaneous) of Appendix A of Schedule 34 (ERP Supplier Terms));</p> <p>(b) (in respect of Supplier B) the period by which the Term is extended beyond the end of the relevant Initial Term, which may be (i) one period of two (2) years from the end of the relevant Initial Term; or (ii) up to two successive periods of one (1) year each beyond the end of the relevant Initial Term;</p>
Fair Deal Eligible Employees	means each of the Fair Deal Employees who immediately prior to the Relevant Transfer Date is eligible to join but has not joined the Statutory Scheme or a Broadly Comparable scheme on the Relevant Transfer Date;
Fair Deal Employees	any Undisclosed Employees whose employment is not terminated in accordance with the provisions of Paragraph 1.4 of Part 3 of Schedule 28A (Staff Transfer – Supplier A) or Paragraph 1.4 of Part 3 of Schedule 28B (Staff Transfer – Supplier B) and who immediately prior to the Relevant Transfer Date were members of the Statutory Scheme on the Relevant Transfer Date;
Fast-track Change	any Contract Change which the Parties agree to expedite in accordance with Paragraph 8 of Schedule 22 (Change Control Procedure);
FDE Group	in relation to a Supplier: that Supplier, its Key Sub-contractors and its Guarantor;
Final Reconciliation Report	the final reconciliation report to be provided by each Supplier to the Authority pursuant to Paragraph 1 of Part 2 of Schedule 19 (Financial Reports and Audit Rights);
Financial Distress Event	the occurrence of one or more of the events listed in Paragraph 3.1 of Schedule 18 (Financial Distress);

Financial Distress Remediation Plan	a plan setting out how the relevant Supplier will ensure the continued performance and delivery of the Services in accordance with this Contract in the event that a Financial Distress Event occurs. This plan should include what the Authority would need to put in place to ensure performance and delivery of the Services in accordance with this Contract up to and including any Insolvency Event in respect of the relevant FDE Group entity and may refer to the Insolvency Continuity Plan in this regard;
Financial Indicators	in respect of the relevant Supplier's FDE Group, each of the financial indicators set out at Paragraph 5.1 of Schedule 18 (Financial Distress);
Financial Information and Commentary	part of the CRP Information requirements set out in accordance with Paragraph 2 of Part 2 and Appendix C of Schedule 26B (Service Continuity Plan and Corporate Resolution Planning);
Financial Model	the Contract Inception Report, the latest Annual Contract Report or the latest Contract Amendment Report, whichever has been most recently approved by the Authority in accordance with Paragraph 2 of Part 2 of Schedule 19 (Financial Reports and Audit Rights);
Financial Reports	the Contract Inception Report and the reports listed in the table in Paragraph 1.1 of Part 2 of Schedule 19 (Financial Reports and Audit Rights);
Financial Representative	a reasonably skilled and experienced member of each Supplier's staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the Open Book Data and Financial Reports;
Financial Target Thresholds	the target thresholds for each of the Financial Indicators set out at Paragraph 5.1 of Schedule 18 (Financial Distress);
Financial Transparency Objectives	has the meaning given in Paragraph 1 of Part 1 of Schedule 19 (Financial Reports and Audit Rights);
Find a Tender	the online UK e-notification service for publishing contract notices in accordance with the Public Contract Regulations 2015;
FOIA	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant Central Government Body in relation to such Act;
Force Majeure Event	any event outside the reasonable control of either Party or a Key Sub-contractor affecting its

performance of its obligations under this Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or other natural disaster but excluding any industrial dispute relating to either Supplier as applicable or either Supplier's Supplier Personnel or any other failure in either Supplier's or a Sub-contractor's supply chain;

Force Majeure Notice

a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;

Former Supplier

a supplier supplying services to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor);

Fund Actuary

the actuary to a Fund appointed by the Administering Authority of the Fund;

Fund

a relevant pension fund within the Statutory Scheme;

General Anti-Abuse Rule

- (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 contribution;

General Change in Law

a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting either Supplier) or which affects or relates to a Comparable Supply;

Global Functional Design

the standards referred to in Paragraph 6 of Schedule 4 (Standards);

Good Industry Practice

at any time, the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like the Authority, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws;

Goods

has the meaning given in Clause 9.7 (Supply of Goods);

Good Value	<p>in relation to a Benchmarked Service, that:</p> <ul style="list-style-type: none"> (a) having taken into account the Performance Indicators and Target Service Levels, the value for money of the Charges attributable to that Benchmarked Service is at least as good as the value for money of the Upper Quartile; and (b) any Performance Indicators and Target Service Levels applicable to that Benchmarked Service are, having taken into account the Charges, equal to or better than the median service levels for the Comparable Service using Equivalent Services Data;
GSS Design Principles	the principles referred to in Paragraph 5 of Schedule 4 (Standards);
Guarantee	the deed of guarantee in favour of the Authority entered into by the Guarantor on or about the date of this Contract (which is substantially in the form set out in Schedule 30A or 30B (Deed of Guarantee)), or any guarantee acceptable to the Authority that replaces it from time to time;
Guarantor	<ul style="list-style-type: none"> (a) in respect of Supplier A (if applicable) the company identified as "Guarantor" in Schedule 30A (Deed of Guarantee); or (b) in respect of Supplier B (if applicable) the company identified as "Guarantor" in Schedule 30B (Deed of Guarantee);
Halifax Abuse Principle	the principle explained in the CJEU Case C-255/02 Halifax and others;
Health and Safety Policy	the health and safety policy of the Authority or any Services Recipient and/or other relevant Central Government Body as provided to either Supplier on or before the Effective Date and as subsequently provided to either Supplier from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety;
Help Desk	the single point of contact help desk set up and operated by each Supplier for the purposes of this Contract;
Higher Risk Sub-contractor	any Sub-contractor that Processes Authority Data;
HMRC	HM Revenue & Customs;
Hypercare Period	a period of time of enhanced support following an Operational Services Commencement Date as set

	out in the Implementation Plan during which time Service Credits will not apply;
Impact Assessment	an assessment of a Change Request in accordance with Paragraph 5 of Schedule 22 (Change Control Procedure);
Implementation Plan	the Outline Implementation Plan (if and when approved by the Authority pursuant to Paragraph 3 of Schedule 13 (Implementation Plan) as applicable in relation to each Supplier) or the Detailed Implementation Plan as updated in accordance with Paragraph 4 of Schedule 13 (Implementation Plan) as applicable in relation to each Supplier from time to time;
Implementation Services	the implementation services described as such in the Services Description;
Implementation Services Commencement Date	the date on which either Supplier as applicable is to commence provision of the first of the Services;
Incident Management Process	the process which the Supplier shall implement immediately after it becomes aware of a Breach of Security which is intended to restore normal operations as quickly as possible, minimising any adverse impact on the Authority Data, the Authority, the Services and/or users of the Services and which shall be prepared by the Supplier in accordance with Paragraph 5 of Part 1 of Schedule 5 (Security Management) using the template set out in Appendix C (Security Management Plan Template for Part 1 and Part 2) of Schedule 5 (Security Management);
Indemnified Person	the Authority or any Services Recipient and each and every person to whom the Authority (or any direct or indirect sub-licensee of the Authority) sub-licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with this Contract;
Independent Controller	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
Indexation and Index	the adjustment of an amount or sum to take account of any inflation, change to exchange rate, change to interest rate or any other factor or element which might otherwise increase the cost to a Supplier or Sub-contractors of the performance of their obligations;
Information	all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);

Information Assurance Assessment	the set of policies, procedures, systems and processes which the Supplier shall implement, maintain and update in accordance with Paragraph 5 of Part 1 of Schedule 5 (Security Management) in order to manage, mitigate and, where possible, avoid information security risks including cyber-attacks, hacks, data leaks, Personal Data Breaches and/or theft and which shall be prepared by the Supplier using the template set out in Appendix C of Part 1 of Schedule 5 (Security Management);
Information Management System	<ul style="list-style-type: none">(a) in Part 1 of Schedule 5 (Security Management):<ul style="list-style-type: none">(i) those parts of the Supplier System, and those of the Sites, that the Supplier or its Sub-contractors will use to provide the parts of the Services that require Processing Authority Data; and(ii) the associated information assets and systems (including organisational structure, controls, policies, practices, procedures, processes and resources); and(b) in Part 2 of Schedule 5 (Security Management), the Core Information Management System and the Wider Information Management System;
Information Security Approval Statement	<p>a notice issued by the Authority which sets out the information risks which the Supplier has identified as being associated with using the Information Management System and confirms that:</p> <ul style="list-style-type: none">(a) the Authority is satisfied that the identified risks have been adequately and appropriately addressed;(b) the Authority has accepted the residual risks; and(c) the Supplier may use the Information Management System to Process Authority Data;
Initial Term	<p>the period of:</p> <ul style="list-style-type: none">(a) ten (10) years from and including the Effective Date for Supplier A; and(b) five (5) years from and including the Effective Date for Supplier B;
Initial Upload Date	the occurrence of an event detailed in Appendix C (Records To Upload To Virtual Library) of Schedule 24 (Reports and Records Provisions) which requires

either Supplier as applicable to provide its initial upload of the relevant information to the Virtual Library;

- Insolvency Continuity Plan** has the meaning given in Paragraph 2.2.1(d) of Schedule 26B (Service Continuity Plan and Corporate Resolution Planning);
- Insolvency Event** with respect to any person:
- (a) that person suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts; or
 - (i) (being a company or an LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;
 - (b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
 - (c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;
 - (d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within fourteen (14) days;
 - (e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
 - (f) where that person is a company, an LLP or a partnership:
 - (i) a petition is presented (which is not dismissed within fourteen (14) days of

- its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
- (ii) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over that person;
 - (iii) (being a company or an LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or
 - (iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or
- (g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;
- (h) where that person is an individual:
- (i) an application for an interim order is made pursuant to Sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, either Supplier's creditors;
 - (ii) a petition is presented and not dismissed within fourteen (14) days or order made for the relevant Supplier's bankruptcy; or
 - (iii) he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983,

and all references to the Insolvency Act 1986 shall be construed as being references to that Act as applied under the Limited Liability Partnerships Act 2000

subordinate legislation where the relevant Supplier is a limited liability partnership;

Intellectual Property Rights or IPRs	<p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
Intervention Cause	has the meaning given in Clause 27.1 (Remedial Adviser);
Intervention Notice	has the meaning given in Clause 27.1 (Remedial Adviser);
Intervention Period	has the meaning given in Clause 27.2.3 (Remedial Adviser);
Intervention Trigger Event	REDACTED
IP Completion Day	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
IPRs Claim	any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Relevant IPRs save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of any Relevant IPRs, or the use of the Authority Software by or on behalf of the relevant Supplier, in either case in combination with any item not supplied or recommended by the relevant Supplier pursuant to this Contract or for a purpose not reasonably to be inferred from the Services Description or the provisions of this Contract;
IT	information and communications technology;
IT Environment	the Authority System and the relevant Supplier System;
IT Health Check	<p>(a) in Part 1 of Schedule 5 (Security Management), has the meaning given in Paragraph 8.1.1 of Part 1 of Schedule 5 (Security Management); and</p>

	(b) in Part 2 of Schedule 5 (Security Management), has the meaning given in Paragraph 9.1.1 of Part 2 of Schedule 5 (Security Management);
Joint Controllers	has the meaning given in Article 26 of the UK GDPR or EU GDPR, as the context requires;
Key CPP	a CPP identified as a Key CPP in Table 3 (Key CPPs) of Appendix A (Pricing Mechanism) of Schedule 15 (Charges and Invoicing);
Key Milestone	the Milestones identified in the Implementation Plan as “Key Milestones” which are one (or more) CPP Milestone(s) which collectively constitute the completion of a phase of implementation as identified in the Implementation Plan and in respect of which Delay Payments may be payable in accordance with Paragraph 1 of Part 3 of Schedule 15 (Charges and Invoicing) if the relevant Supplier fails to Achieve the Milestone Date in respect of such Key Milestone;
Key Milestone Retention	has the meaning given in Paragraph 1.3.1 of Part 2 of Schedule 15 (Charges and Invoicing);
Key Performance Indicator	the key performance indicators set out in Table 1 of Part 1 of Appendix A of Schedule 3 (Performance Levels);
Key Personnel	those persons appointed by either Supplier to fulfil the Key Roles, being the persons listed in Schedule 29A or 29B (Key Personnel) as applicable, against each Key Role as at the Effective Date or as amended from time to time in accordance with Clauses 14.5 and 14.6 (Key Personnel);
Key Roles	a role described as a Key Role in Schedule 29A or 29B (Key Personnel) as applicable, and any additional roles added from time to time in accordance with Clause 14.4 (Key Personnel);
Key Sub-contract	each Sub-contract with a Key Sub-contractor;
Key Sub-contractor	any Sub-contractor: <ul style="list-style-type: none"> (a) which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or (b) with a Sub-contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Contract (as set out in the Financial Model);
Know-How	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the

	nature of know how relating to the Services but excluding know how already in the other Pa'ty's possession before this Contract;
KPI Failure	a failure to meet the Target Performance Level in respect of a Key Performance Indicator;
KPI Service Threshold	shall be as set out against the relevant Key Performance Indicator in Table 1 of Part 1 of Appendix A of Schedule 3 (Performance Levels);
Law	any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the relevant Supplier is bound to comply;
LED	Law Enforcement Directive (Directive (EU) 2016/680);
Licensed Software	all and any Software licensed by or through either Supplier, its Sub-contractors or any third party to the Authority or any Services Recipient for the purposes of or pursuant to this Contract, including any Supplier Software, Third Party Software and/or any Specially Written Software;
Liquidation	the appointment of a Liquidator who collects in and distributes the company's assets and dissolves the company. The company can also be put into provisional Liquidation before a final winding up order is granted;
Losses	losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
Maintenance Schedule	shall have the meaning set out in Clause 9.4 (Maintenance);
Malicious Software	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;
Management Information	the management information provided by each Supplier to the Authority under Schedule 3

(Performance Levels), Schedule 15 (Charges and Invoicing) and Schedule 21 (Governance);

Material Change	<p>a Change which:</p> <ul style="list-style-type: none"> (a) materially changes the profile of the Charges; or (b) varies the total Charges payable during the Term (as forecast in the latest Financial Model) by: <ul style="list-style-type: none"> (i) five per cent (5%) or more; or (ii) £1 million or more;
Material KPI Failure	<ul style="list-style-type: none"> (a) a Serious KPI Failure; (b) a Severe KPI Failure; or (c) a failure by the relevant Supplier to meet a KPI Service Threshold;
Material PI Failure	<ul style="list-style-type: none"> (a) a failure by the relevant Supplier to meet the PI Service Threshold in respect of 25% or more of the Subsidiary Performance Indicators that are measured in that Service Period; and/or (b) a failure by the relevant Supplier to meet the Target Performance Level in respect of 50% or more of the Subsidiary Performance Indicators that are measured in that Service Period;
Material Test Issue	a Test Issue of Severity Level 1 or 2;
Maximum Permitted Profit Margin	the Anticipated Contract Life Profit Margin plus 5%;
Measurement Period	in relation to a Key Performance Indicator or Subsidiary Performance Indicator, the period over which either Supplier's performance is measured (for example, a Service Period if measured monthly or a twelve (12) month period if measured annually);
Mediation Notice	has the meaning given in Paragraph 4.2 of Schedule 23 (Dispute Resolution Procedure);
Mediator	the independent third party appointed in accordance with Paragraph 5.2 of Schedule 23 (Dispute Resolution Procedure) to mediate a Dispute;
Milestone	an event or task described in the Implementation Plan which, if applicable, shall be completed by the relevant Milestone Date;
Milestone Achievement Certificate	the certificate to be granted by the Authority when either Supplier has Achieved a Milestone, which shall

be in substantially the same form as that set out in Appendix C of Schedule 14 (Testing Procedures);

Milestone Adjustment Payment Amount

in respect of each CPP Milestone the subject of a Milestone Adjustment Payment Notice, an amount determined in accordance with the formula:

$$A - B$$

where:

- (a) A is an amount equal to the aggregate sum of all Milestone Payments paid to the relevant Supplier in respect of the Milestones (or in the case of Partial Termination, the Milestones for the parts of the Services terminated) relating to that CPP Milestone; and
- (b) B is an amount equal to the aggregate Allowable Price for the Retained Deliverables relating to that CPP Milestone or, if there are no such Retained Deliverables, zero;

Milestone Adjustment Payment Notice

has the meaning given in Clause 32.7 (Payments by the Supplier);

Milestone Date

the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;

Milestone Payment

a payment identified in Schedule 15 (Charges and Invoicing) to be made following the issue of a Milestone Achievement Certificate;

Milestone Retention

has the meaning given in Schedule 15 (Charges and Invoicing);

Minimum Quantities

has the meaning given in Paragraph 3.3 of Part 2 of Schedule 15 (Charges and invoicing);

Minor KPI Failure

shall be as set out against the relevant Key Performance Indicator in Table 1 of Part 1 of Appendix A of Schedule 3 (Performance Levels);

Modern Slavery Assessment Tool

the modern slavery risk identification and management tool which can be found online at:

<https://supplierregistration.cabinetoffice.gov.uk/msat>;

Modern Slavery Helpline

the modern slavery helpline which can be found online at:

<https://modernslaveryhelpline.org>;

Month

a calendar month, and **monthly** shall be interpreted accordingly;

Multi-Party Dispute	a Dispute which involves the Parties and one or more Related Third Parties;
Multi-Party Dispute Representatives	has the meaning given in Paragraph 9.6 of Schedule 23 (Dispute Resolution Procedure);
Multi-Party Dispute Resolution Board	has the meaning given in Paragraph 9.6 of Schedule 23 (Dispute Resolution Procedure);
Multi-Party Dispute Resolution Procedure	has the meaning given in Paragraph 9.1 of Schedule 23 (Dispute Resolution Procedure);
Multi-Party Procedure Initiation Notice	has the meaning given in Paragraph 9.2 of Schedule 23 (Dispute Resolution Procedure);
NCSC	the National Cyber Security Centre or any replacement or successor body carrying out the same function;
Net Book Value	the net book value of the relevant Asset(s) calculated in accordance with the depreciation policy of each Supplier set out in the letter in the agreed form from each Supplier to the Authority of the same date as this Contract;
New Fair Deal	<p>the revised Fair Deal position set out in the HM Treasury guidance: Fair Deal for staff pensions: staff transfer from central government issued in October 2013 including:</p> <ul style="list-style-type: none"> (a) any amendments to that document immediately prior to the Relevant Transfer Date; (b) any similar pension protection in accordance with Appendix D1 (CSPS) to Part 4 of Schedule 28A (Staff Transfer – Supplier A) or Appendix D1 (CSPS) to Part 4 of Schedule 28B (Staff Transfer – Supplier B), as notified to the Supplier by the Authority;
New Releases	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
Non-Available	in relation to the IT Environment or the Services, that the IT Environment or the Services are not Available;
Non-Exclusive Assets	those Assets (if any) which are used by each Supplier or a Key Sub-contractor in connection with the Services but which are also used by each Supplier or Key Sub-contractor for other purposes of material value;

Non-Key CPP	any CPP that is not a Key CPP;
Non-Trivial Customer Base	a significant customer base with respect to the date of first release and the relevant market but excluding Affiliates and other entities related to the licensor;
Non-Production	<p>(a) in respect of Supplier A, the test and development environments. The test environment is typically used for staging before application deployment to production and for validation of maintenance updates before the same maintenance is applied to the production environment. An environment family is allotted one test environment to provision. Development environments (also referred to as Additional Test Environments or ATEs) are typically used as individual or collaborative development sandboxes for developing extensions (such as reporting, pages, and interfaces) or integrations with other applications as further described in Schedule 8 (Supplier Solution); and</p> <p>(b) in respect of Supplier B, any component of the IT Environment or Services which do not constitute or support the function of the live Service. The scope includes Development and Testing environments as further described in Schedule 8 (Supplier Solution);</p>
Non-retained Deliverables	in relation to a CPP Milestone Payment Notice and each CPP Milestone the subject of that CPP Milestone Payment Notice, Deliverables provided to the Authority which relate to the relevant CPP Milestone(s) and which are not Retained Deliverables;
Notifiable Default	shall have the meaning given in Clause 25.1 (Rectification Plan Process);
Object Code	software and/or data in machine-readable, compiled object code form;
Occasion of Tax Non-Compliance	<p>(a) any tax return of either Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>(i) a Relevant Tax Authority successfully challenging the relevant 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;</p> <p>(ii) the failure of an avoidance scheme which the relevant Supplier was</p>

involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or

- (b) any tax return of either Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;

Old Fair Deal

HM Treasury Guidance **Staff Transfers from Central Government: A Fair Deal for Staff Pensions** issued in June 1999 including the supplementary guidance **Fair Deal for Staff pensions: Procurement of Bulk Transfer Agreements and Related Issues** issued in June 2004;

Online Transactional Processing System

the Operational Services provided by Supplier A whereby End Users can through receiving the Operational Services, "Create, Read, Update and Delete" as contemplated by the Supplier Solution described in Schedule 8 (Supplier Solution);

Onerous Contract

a contract in which the unavoidable costs of meeting the obligations under the contract exceed the economic benefits expected to be received under it, as defined under International Accounting Standard 37;

Onerous Contract Report

a report provided by each Supplier pursuant to Paragraph 3 of Part 1 to Schedule 19 (Financial Reports and Audit Rights);

Open Book Data

complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Term, including details and all assumptions relating to:

- (a) each Supplier's Costs broken down against each Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware and software;
- (b) operating expenditure relating to the provision of the Services including an analysis showing:
 - (i) the unit costs and quantity of consumables and bought-in services;
 - (ii) manpower resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of

	agreed rates against each manpower grade;
	(iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less each Supplier's Profit Margin; and
	(iv) Reimbursable Expenses;
(c)	Overheads;
(d)	all interest, expenses and any other third-party financing costs incurred in relation to the provision of the Services;
(e)	each Supplier Profit achieved over the Term and on an annual basis;
(f)	confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by each Supplier;
(g)	an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency; and
(h)	the actual Costs profile for each Service Period;
Open Source	computer Software that is released on the internet for use by any person, such release usually being made under a recognised open-source licence and stating that it is released as open source;
Operating Environment	the Authority System and the Sites;
Operational Change	any change in either Supplier's operational procedures which in all respects, when implemented: <ul style="list-style-type: none"> (a) will not affect the Charges and will not result in any other costs to the Authority; (b) may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services; (c) will not adversely affect the interfaces or interoperability of the Services with any of the Authority's IT infrastructure; and (d) will not require a Change;

Operational Hours	in relation to any Service, the hours for which that Service is to be operational as set out in Schedule 2 (Services Description);
Operational Service Commencement Date or Operational Services Commencement Date	<p>in relation to Operational Services (as separately provided for by Supplier A or Supplier B in accordance with the Implementation Plan), the later of:</p> <p>(a) the date identified in the Implementation Plan upon which each Operational Service is to commence; and</p> <p>(b) where the Implementation Plan states that the relevant Supplier must have Achieved the relevant Key Milestone or CPP Milestone (where stated) before it can commence the provision of that Operational Service, the date upon which the relevant Supplier Achieves the relevant Key Milestone or CPP Milestone as applicable;</p>
Operational Services	the operational services described as such in the relevant Supplier Solution and the Implementation Plan;
Optional Services	the services described as such in Schedule 2 (Services Description) which are to be provided by either Supplier if required by the Authority in accordance with Clause 5.10 (Optional Services);
Optional Services Implementation Plan	the implementation plan to effect the Optional Services agreed between the Authority and either Supplier, or both Supplier A and Supplier B, prior to the Effective Date and, if not agreed prior to the Effective Date, to be developed by either Supplier as applicable and approved by the Authority;
Ordinary Exit	<p>any termination of the whole or any part of this Contract which occurs:</p> <p>(a) pursuant to Clause 31 (Termination Rights) where the period of notice given by the Party serving notice to terminate pursuant to such Clause is greater than or equal to six (6) months; or</p> <p>(b) as a result of the expiry of the Initial Term or any Extension Period;</p>
Other Supplier	the BPS Provider and any supplier to the Authority (other than either Supplier) which is notified to either Supplier from time to time;
Outline Capacity Management Plan	an outline plan substantially in the form set out in Appendix C of Schedule 13 (Implementation Plan);

Outline Implementation Plan	the outline plan set out at Appendix A of Schedule 13 as applicable in relation to each Supplier (Implementation Plan);
Overage	has the meaning given in Paragraph 4.4 of Part 2 of Schedule 15 (Charges and invoicing);
Overhead	those amounts which are intended to recover a proportion of the Supplier's or the Key Sub-contractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and accordingly included within limb (a) of the definition of "Costs";
Parent Undertaking	has the meaning set out in section 1162 of the Companies Act 2006;
Partial Termination	the partial termination of this Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 31.2.2 (Termination by the Authority) or 31.3.2 (Termination by the Supplier) or otherwise by mutual agreement by the Parties;
Parties and Party	have the meanings respectively given on page 1 of this Contract;
Performance Failure	a KPI Failure or a PI Failure;
Performance Indicators	the Key Performance Indicators and the Subsidiary Performance Indicators;
Permitted Item	those items which are permissible under this Contract to the extent set out in Table B of Appendix A of Schedule 33 (Social Value & Sustainability Delivery Plan);
Permitted Maintenance	has the meaning given in Clause 9.4 (Maintenance);
Performance Monitoring Report	has the meaning given in Paragraph 1.1.1 of Part 2 of Schedule 3 (Performance Levels);
Performance Review Meeting	the regular meetings between each Supplier and the Authority to manage and review each Supplier's performance under this Contract, as further described in Paragraph 1.5 of Part 2 of Schedule 3 (Performance Levels);
Personal Data	has the meaning given in the UK GDPR or the EU GDPR as the context requires;
Personal Data Breach	has the meaning given in the UK GDPR or the EU GDPR as the context requires;

PI Failure	a failure to meet the Target Performance Level in respect of a Subsidiary Performance Indicator;
PI Service Threshold	shall be as set out against the relevant Subsidiary Performance Indicator in Table 2 in Part A of Appendix A of Schedule 3 (Performance Levels);
Prescribed Person	<p>a legal adviser, an MP, or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', available online at:</p> <p>https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</p> <p>as updated from time to time;</p>
Process	has the meaning given to it in Data Protection Legislation;
Processor	has the meaning given to it under the UK GDPR or the EU GDPR as the context requires;
Processor Personnel	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub-processor engaged in the performance of its obligations under this Contract;
Production	<p>(a) in respect of Supplier A, the production environment that supports the Authority's day-to-day real-time business operations by authorised users. An environment family is allotted one production environment to provision; all as described in Appendix A of Schedule 8 (Supplier Solution) and Schedule 34 (ERP Supplier Terms) and the Service Specifications incorporated therein);</p> <p>(b) in respect of Supplier B, any component of the IT Environment or Services which constitutes or support the function of the live Operational Services as described in Appendix A of Schedule 8 (Supplier Solution);</p>
Profit Already Paid	the Supplier Profit paid or payable to the Supplier under this Contract for the period from the Effective Date up to (and including) the Termination Date;
Programme Delivery Board	the body described in Paragraph 5 of Schedule 21 (Governance);
Programme Design Authority Board	the body described in Paragraph 7 of Schedule 21 (Governance);
Prohibited Act	<p>(a) to directly or indirectly offer, promise or give any person working for or engaged by the</p>

Authority or any Services Recipient a financial or other advantage to:

- (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;
- (c) an offence:
 - (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);
 - (ii) under legislation or common law concerning fraudulent acts; or
 - (iii) defrauding, attempting to defraud or conspiring to defraud the Authority or any Services Recipient (including offences by the either Supplier under Part 3 of the Criminal Finances Act 2017); or
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

Prohibited Items

those items which are not permissible under this Contract as set out at Table A of Appendix A of Schedule 33 (Social Value & Sustainability Delivery Plan);

Project Managers

the individuals appointed as such by the Authority and either Supplier in accordance with Paragraph 2 of Schedule 21 (Governance)

Project Specific IPRs

- (a) Intellectual Property Rights in items created by either Supplier (or by a third party on behalf of the relevant Supplier) specifically for the purposes of this Contract and updates and amendments of these items including (but not limited to) database schema; and/or
- (b) Intellectual Property Rights arising as a result of the performance of either Supplier's obligations under this Contract,

but shall not include the Supplier Background IPRs or the Specially Written Software;

Protective Measures	appropriate technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Legislation, which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it, including those outlined in Schedule 5 (Security Management);
Public Sector Dependent Supplier	a supplier where that supplier, or that supplier's group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;
Publishable Performance Information	any of the information in the Performance Monitoring Report as it relates to a Performance Indicator where it is expressed as publishable in the table in Appendix A which shall not constitute Commercially Sensitive Information;
Quality Plans	has the meaning given in Clause 6.1 (Quality Plans);
Quarter	the first three Service Periods and each subsequent three Service Periods (save that the final Quarter shall end on the date of termination or expiry of this Contract);
Rating Agencies	the rating agencies listed in Appendix A of Schedule 18 (Financial Distress);
Receiving Party	the Party which receives a proposed Contract Change;
Recipient	has the meaning given in Clause 19.1 (Confidentiality);
Records	has the meaning given in Schedule 24 (Reports and Records Provisions);
Rectification Plan	a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default;
Rectification Plan Failure	<p>(a) the relevant Supplier failing to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in Clauses 25.4 (Submission of the draft Rectification Plan) or 25.8 (Agreement of the Rectification Plan);</p> <p>(b) the Authority, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the relevant Supplier pursuant to Clause 25.7 (Agreement of the Rectification Plan);</p>

- (c) the relevant Supplier failing to rectify a material Default within the later of:
 - (i) thirty (30) Working Days of a notification made pursuant to Clause 25.2 (Notification); and
 - (ii) where the Authority and the relevant Supplier have agreed a Rectification Plan in respect of that material Default and that Supplier can demonstrate that it is implementing the Rectification Plan in good faith, the date specified in the Rectification Plan by which that Supplier must rectify the material Default;
- (d) a Material KPI Failure re-occurring in respect of the same Key Performance Indicator for the same (or substantially the same) root cause in any of the 3 Measurement Periods subsequent to the Measurement Period in which the initial Material KPI Failure occurred;
- (e) the relevant Supplier not Achieving a Key Milestone by the expiry of the Delay Deduction Period; and/or
- (f) following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of six (6) months for the same (or substantially the same) root cause as that of the original Notifiable Default;

Rectification Plan Process the process set out in Clauses 25.4 (Submission of the draft Rectification Plan) to 25.9 (Agreement of the Rectification Plan);

Redundancy Costs the total sum of any of the following sums paid to Applicable Supplier Personnel, each amount apportioned between the Supplier and the Authority based on the time spent by such employee on the Services as a proportion of the total Service duration:

- (a) any statutory redundancy payment; and
- (b) in respect of an employee who was a Transferring Former Supplier Employee or a Transferring Authority Employee, any contractual redundancy payment (or where such a contractual benefit on redundancy is a benefit payable from a pension scheme, the increase in cost to the Supplier as a net present value compared to the benefit payable on termination of employment without redundancy), provided that such employee was entitled to such contractual redundancy payment immediately prior to his or her transfer to the Supplier under the Employment Regulations;

Registers	has the meaning given in Schedule 25 (Exit Management) as applicable in relation to either Supplier;
Reimbursable Expenses	<p>reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Authority's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none">(a) travel expenses incurred as a result of Supplier Personnel travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Authority otherwise agrees in advance in writing; and(b) subsistence expenses incurred by Supplier Personnel whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;
Relevant Authority or Relevant Authorities	the Authority and the Cabinet Office Markets and Suppliers Team or, where the relevant Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;
Relevant IPRs	IPRs used to provide the Services or as otherwise provided and/or licensed by the relevant Supplier (or to which the relevant Supplier has provided access) to the Authority or any Services Recipient or a third party in the fulfilment of the relevant Supplier's obligations under this Contract including IPRs in the Specially Written Software, the Supplier Non-COTS Software, the relevant Supplier Non-COTS Background IPRs, the Third Party Non-COTS Software and the Third Party Non-COTS IPRs but excluding any IPRs in the Authority Software, the Authority Background IPRs, the relevant Supplier COTS Software, the relevant Supplier COTS Background IPRs, the Third Party COTS Software and/or the Third Party COTS IPRs;
Relevant Requirements	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
Relevant Tax Authority	HMRC, or, if applicable, a tax authority in the jurisdiction in which either Supplier is established;
Related Third Party	<p>a party to:</p> <ul style="list-style-type: none">(a) another contract with the Authority or either Supplier which is relevant to this Contract; or(b) a Sub-contract;

Relevant Transfer	a transfer of employment to which the Employment Regulations applies;
Relevant Transfer Date	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place. For the purposes of Part 4 of Schedule 28A (Staff Transfer – Supplier A), Part 4 of Schedule 28B (Staff Transfer – Supplier B) and their Appendices, where the Supplier or a Sub-contractor was the Former Supplier and there is no Relevant Transfer of the Fair Deal Employees because they remain continuously employed by the Supplier (or Sub-contractor), references to the Relevant Transfer Date shall become references to the Operational Service Commencement Date;
Relief Notice	has the meaning given in Clause 29.2 (Authority Cause);
Remediation Action Plan	<p>(a) in Part 1 of Schedule 5 (Security Management), has the meaning given in Paragraph 8.3.2(a) of Part 1 of Schedule 5 (Security Management); and</p> <p>(b) in Part 2 of Schedule 5 (Security Management), has the meaning given in Paragraph 9.3.3(a) of Part 2 of Schedule 5 (Security Management);</p>
Remedial Adviser	the person appointed pursuant to Clause 27.2 (Remedial Adviser);
Remedial Adviser Failure	has the meaning given in Clause 27.6 (Remedial Adviser);
Repeat KPI Failure	has the meaning given in Paragraph 3.1 of Part 1 of Schedule 3 (Performance Levels)
Replacement Services	any services which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination or Partial Termination of this Contract, whether those services are provided by the Authority internally and/or by any third party;
Replacement Sub-contractor	a sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor);
Replacement Supplier	any third party service provider of Replacement Services appointed by the Authority from time to time (or where the Authority is providing replacement Services for its own account, the Authority);
Request For Information	a Request for Information under the FOIA or the EIRs;

Request for Estimate	a written request sent by the Authority to the Supplier, pursuant to Paragraph 11.1 of Schedule 16B (Payments on Termination), requiring that the Supplier provide it with an accurate estimate of the Compensation Payment that would be payable if the Authority exercised its right under Clause 31.1.1 (Termination by the Authority) to terminate this Contract for convenience on a specified Termination Date;
Required Action	has the meaning given in Clause 28.1.1 (Step-In Rights);
Required Changes Register	<p>(a) in Part 1 of Schedule 5 (Security Management), the register within the Security Management Plan which is to be maintained and updated by the Supplier and which shall record each of the changes that the Supplier shall make to the Information Management System and/or the Security Management Plan as a consequence of the occurrence of any of the events set out in Paragraph 6.2 of Part 1 of Schedule 5 (Security Management) together with the date by which such change shall be implemented and the date on which such change was implemented; and</p> <p>(b) in Part 2 of Schedule 5 (Security Management), the register forming part of the Security Management Plan which records each of the changes that the Supplier has agreed with the Authority shall be made to the Core Information Management System and/or the Security Management Plan as a consequence of the occurrence of any of the events set out in Paragraph 7.15.1 of Part 2 of Schedule 5 (Security Management) together with the date on which each such change shall be implemented and the date on which each such change was implemented;</p>
Residual Risk Statement	a notice issued by the Authority which sets out the information risks associated with using the Core Information Management System and confirms that the Authority is satisfied that the identified risks have been adequately and appropriately addressed and that the residual risks are understood and accepted by the Authority;
Retained Deliverables	has the meaning given in Clause 32.8.2 (Payments by the Supplier);
Retentions	has the meaning given in Paragraph 1.4 of Part 2 of Schedule 15 (Charges and invoicing));

Review Report	has the meaning given in Paragraphs 7.2.1 to 7.2.3 of Schedule 26B (Service Continuity Plan and Corporate Resolution Planning);
Risk Management Rejection Notice	has the meaning given in Paragraph 7.8.2 of Part 2 of Schedule 5 (Security Management);
Risk Register	is the risk register within the Information Assurance Assessment which is to be prepared and submitted to the Authority for approval in accordance with Paragraph 5 of Part 1 of Schedule 5 (Security Management);
Satisfaction Survey	has the meaning given in Paragraph 6.1 of Part 2 of Appendix A of Schedule 3 (Performance Levels);
Security Management Plan	<p>(a) in Part 1 of Schedule 5 (Security Management), the document prepared by the Supplier using the template in Appendix C of Part 1 of Schedule 5 (Security Management), comprising:</p> <ul style="list-style-type: none"> (i) the Information Assurance Assessment; (ii) the Required Changes Register; and (iii) the Incident Management Process; and <p>(b) in Part 2 of Schedule 5 (Security Management), has the meaning given to it in Paragraph 7.5 of Part 2 of Schedule 5 (Security Management);</p>
Security Requirements	those security requirements set out in Clause 18 and Schedule 5 (Security Management);
Security Test	has the meaning given in Paragraph 9.1 of Part 2 of Schedule 5 (Security Management);
Serious KPI Failure	shall be as set out against the relevant Key Performance Indicator in Table 1 of Part 1 of Appendix A of Schedule 3 (Performance Levels);
Service Availability	has the meaning given in Paragraph 2 of Part 2 of Appendix A of Schedule 3 (Performance Levels);
Service Charges	the periodic payments made in accordance with Schedule 15 (Charges and Invoicing) in respect of the supply of the Operational Services;
Service Continuity Plan	the plan prepared pursuant to Paragraph 2 of Part 1 of Schedule 26B (Service Continuity Plan and Corporate Resolution Planning), which incorporates the Business Continuity Plan, Disaster Recovery Plan and the

	Insolvency Continuity Plan and as may be amended from time to time;
Service Continuity Services	the business continuity, disaster recovery and insolvency continuity services set out in Schedule 26B (Service Continuity Plan and Corporate Resolution Planning);
Service Credit Cap	[REDACTED]
Service Credits	credits payable by the relevant Supplier due to the occurrence of 1 or more KPI Failures, calculated in accordance with Paragraph 3 of Part 3 of Schedule 15 (Charges and Invoicing);
Service Downtime	any period of time during which any of the Services are not Available;
Service Incident	a reported occurrence of a failure to deliver any part of the Services in accordance with the Authority Requirements or the Performance Indicators;
Service Management Board	the body described in Paragraph 6 of Schedule 21 (Governance);
Service Period	<p>a calendar month, save that:</p> <ul style="list-style-type: none"> (a) the first service period shall begin on the first Operational Service Commencement Date and shall expire at the end of the calendar month in which the first Operational Service Commencement Date falls; and (a) the final service period shall commence on the first day of the calendar month in which the Term expires or terminates and shall end on the expiry or termination of the Term;
Service Points	in relation to a KPI Failure, the points that are set out against the relevant Key Performance Indicator in the sixth column of the table in Appendix A of Schedule 3 (Performance Levels);
Service Recipient or Services Recipient	<p>the following central Government Departments:</p> <ul style="list-style-type: none"> (a) the Secretary of State for Justice whose registered address is at 102 Petty France, London SW1H 9AJ; (b) the Secretary of State for Environment, Food and Rural Affairs whose registered address is 2 Marsham Street, London SW1P 4DF; and (c) the Secretary of State for the Home Office whose registered address is 2 Marsham Street, London SW1P 4DF;

and the list of arm's length bodies set out in Appendix A to this Schedule 1 (Definitions);

Service Transfer	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor;
Service Transfer Date	the date of a Service Transfer or, if more than one, the date of the relevant Service Transfer as the context requires;
Services	<p>the Operational Services and Implementation Services which in respect of:</p> <ul style="list-style-type: none">(a) Supplier A shall mean any and all of the services to be provided by Supplier A under this Contract including those as described in the requirements in Schedule 2 (Services Description); Schedule 8 (Supplier Solution); Schedule 13 (Implementation Plan); Schedule 15 (Charges); and in Schedule 34 (ERP Supplier Terms) and(b) Supplier B shall mean any and all of the services to be provided by Supplier B under this Contract including those as described in the requirements in Schedule 2 (Services Description); Schedule 8 (Supplier Solution); Schedule 13 (Implementation Plan) and in Schedule 15 (Charges);
Services Description	the services description set out in Schedule 2 (Services Description);
Severe KPI Failure	shall be as set out against the relevant Key Performance Indicator in Table 1 of Part A of Appendix A of Schedule 3 (Performance Levels);
Severity Level	the level of severity of a Test Issue, the criteria for which are described in Appendix A of Schedule 14 (Testing Procedures);
Severity 1 Service Incident	<p>a Service Incident which, in the reasonable opinion of the Authority:</p> <ul style="list-style-type: none">(a) constitutes a loss of the Service which prevents a large group of End Users from working;(b) has a critical impact on the activities of the Authority;(c) causes significant financial loss and/or disruption to the Authority; or(d) results in any material loss or corruption of Authority Data;

for example, a loss of power to a data centre causing failure of Services; or a failure of the Services to provide user authentication services;

Severity 2 Service Incident

a Service Incident which, in the reasonable opinion of the Authority, has the potential to:

- (a) have a major (but not critical) adverse impact on the activities of the Authority and no workaround reasonably acceptable to the Authority is available; or
- (b) cause a financial loss and/or disruption to the Authority which is more than trivial but less severe than the significant financial loss described in the definition of a Severity 1 Service Failure;

for example: corruption of organisational database tables; loss of ability to update Authority Data; a Service Incident affecting one or more End Users, or with the potential to impact more than one End User, that has significant business impact; or a Service Incident affecting a single End User at critical periods;

Severity 3 Service Incident

a Service Incident which, in the reasonable opinion of the Authority has the potential to:

- (a) have a major adverse impact on the activities of the Authority which can be reduced to a moderate adverse impact due to the availability of a workaround reasonably acceptable to the Authority; or
- (b) have a moderate adverse impact on the activities of the Authority;

for example: inability to access data for a class of customers; or a Service Incident affecting one or more users that is causing loss of functionality but has minimal business impact;

Severity 4 Service Incident

a Service Incident which, in the reasonable opinion of the Authority has the potential to have a minor adverse impact on the provision of the Services to End Users or a flaw which is cosmetic and, as such, does not undermine the End User's confidence in the information being displayed, for example:

- inability to access data for a single customer;
- spelling error;
- misalignment of data on screen display; or
- a Service Incident affecting one or more End Users where the affected End Users can continue with the majority of their job function and no business impact;

Shortfall Period

has the meaning given in Paragraph 6.2 of Schedule 16B (Payments on Termination);

Sites	<p>any premises (including the Authority Premises, either Supplier's premises or third-party premises):</p> <p>(a) from, to or at which the Services are (or are to be) provided;</p> <p>(b) where:</p> <p>(i) any part of the relevant Supplier System is situated; or</p> <p>(ii) any physical interface with the Authority System takes place;</p>
SME	an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises;
Social Value	the additional social benefits that can be achieved in the delivery of the Contract set out in Schedule 33 (Social Value & Sustainability Delivery Plan);
Social Value Delivery Plan	has the meaning given to it in Paragraph 4 of Schedule 33 (Social Value & Sustainability Delivery Plan);
Software	Specially Written Software, Supplier Software and Third Party Software;
Software Supporting Materials	has the meaning given in Paragraph 3.1.2 of Schedule 32A or Schedule 32B (Intellectual Property Rights) as applicable;
Source Code	computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;
Special Category Personal Data	the categories of Personal Data set out in Article 9(1) of the UK GDPR;
Specially Written Software	any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by either Supplier (or by a Sub-contractor or other third party on behalf of either Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to Supplier Software or Third Party Software created specifically for the purposes of this Contract;
Specific Change in Law	a Change in Law that relates specifically to the business of the Authority or any Services Recipient and which would not affect a Comparable Supply;

Staffing Information	in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, all information required in Appendix E2 of Schedule 28A (Staff Transfer – Supplier A) or Appendix E2 of Schedule 28B (Staff Transfer – Supplier B), as applicable, in the format specified and with the identities of Data Subjects anonymised where possible. The Authority may, acting reasonably, make changes to the format or information requested in Appendix E2 from time to time;
Staff Vetting Procedures	the Authority's procedures for the vetting of personnel and as advised to either Supplier by the Authority;
Standards	the standards, policies and/or procedures identified in Schedule 4 (Standards);
Standards Hub	the Government's open and transparent standards adoption process as documented at http://standards.data.gov.uk/ ;
Statement of Information Risk Appetite	has the meaning given in Paragraph 6.1 of Part 2 of Schedule 5 (Security Management);
Statutory Scheme	the CSPS;
Step-In Notice	has the meaning given in Clause 28.1 (Step-In Rights);
Step-In Trigger Event	REDACTED
Step-Out Date	has the meaning given in Clause 28.5.2 (Step-In Rights);
Step-Out Notice	has the meaning given in Clause 28.5 (Step-In Rights);
Step-Out Plan	has the meaning given in Clause 28.6 (Step-In Rights);
Strategic Programme Board	the body described in Paragraph 4 of Schedule 21 (Governance);
Strategic Supplier	those suppliers to government listed at: https://www.gov.uk/government/publications/strategic-suppliers ;
Sub-contract	any contract or agreement (or proposed contract or agreement) between either Supplier (or a Sub-contractor) and any third party whereby that third party agrees to provide to that Supplier (or the Sub-contractor) all or any part of the Services or facilities or services which are material for the provision of the Services;
Sub-contractor	any third party with whom:

	(a) either Supplier enters into a Sub-contract; or
	(b) a third party under (a) above enters into a Sub-contract, or the servants or agents of that third party;
Sub-contractor Security Requirements	<p>(a) in Part 1 of Schedule 5 (Security Management), those requirements set out in Appendix B of Part 1 of Schedule 5 (Security Management);</p> <p>(b) in Part 2 of Schedule 5 (Security Management), those requirements set out in Appendix B of Part 2 of Schedule 5 (Security Management);</p>
Sub-processor	any third party appointed to process Personal Data on behalf of a Processor related to this Contract;
Subsidiary Performance Indicator	the performance indicators set out in Table 2 of Part A of Appendix A of Schedule 3 (Performance Levels);
Subsidiary Undertaking	has the meaning set out in section 1162 of the Companies Act 2006;
Successor Body	has the meaning given in Clause 34.4 (Assignment and Novation);
Suggested Challenge	a submission to suggest the adoption of new or emergent standards in the format specified on Standards Hub;
Supplier A Charging Table	has the meaning given to it in Paragraph 3.1 (Supplier A Service Charge Top-Ups) of Part 2 of Schedule 15 (Charges and Invoicing);
Supplier A Data Processing Agreement	Exhibit B (Supplier A Data Processing Agreement) to Appendix A of Schedule 34 (ERP Supplier Terms);
Supplier A ERP Terms	the terms set out at Exhibit A (Supplier A ERP Terms) of Appendix A of Schedule 34 (ERP Supplier Terms), as amended by the provisions of Appendix A of Schedule 34 (ERP Supplier Terms);
Supplier A Exit (ERP)	Ordinary Exit or Emergency Exit applicable only to Supplier A;
Supplier A Service Period	has the meaning given in Paragraph 3.5 of Part 2 of Schedule 15 (Charges and invoicing);
Supplier B Exit (SI)	Ordinary Exit or Emergency Exit applicable only to Supplier B;
Supplier Background IPRs	(a) Intellectual Property Rights owned by the relevant Supplier before the Effective Date, for example those subsisting in the relevant Supplier's standard development tools,

	<p>program components or standard code used in computer programming or in physical or electronic media containing the relevant Supplier's Know-How or generic business methodologies; and/or</p> <p>(b) Intellectual Property Rights created by the relevant Supplier independently of this Contract,</p> <p>which in each case is or will be used before or during the Term for designing, testing implementing or providing the Services but excluding Intellectual Property Rights owned by the relevant Supplier subsisting in the Supplier Software;</p>
Supplier Board Representative(s)	the persons required to attend Boards from time to time as determined by the Authority in consultation with the relevant Supplier and notified to each Supplier in a capacity other than as a Board Member;
Supplier Change Manager	the person appointed to that position by either Supplier from time to time and notified in writing to the Authority or, if no person is notified, the relevant Supplier Representative;
Supplier's Final Supplier Personnel List	a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Service Transfer Date;
Supplier's Provisional Supplier Personnel List	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier;
Supplier COTS Background IPRs	<p>any embodiments of Supplier Background IPRs that:</p> <p>(a) either Supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by either Supplier save as to price; and</p> <p>(b) has a Non-Trivial Customer Base;</p>
Supplier COTS Software	<p>Supplier Software (including open source software) that:</p> <p>(a) either Supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by either Supplier save as to price; and</p>

	(b) has a Non-Trivial Customer Base;
Supplier Equipment	the hardware, computer and telecoms devices and equipment used by either Supplier or its Sub-contractors (but not hired, leased or loaned from the Authority or any Service Recipient) for the provision of the Services;
Supplier Group	each Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
Supplier Non-COTS Background IPRs	any embodiments of either Supplier Background IPRs that have been delivered by either Supplier to the Authority or any Services Recipient and that are not Supplier COTS Background IPRs;
Supplier Non-COTS Software	Supplier Software that is not Supplier COTS Software;
Supplier Non-Performance	has the meaning given in Clause 29.1 (Authority Cause);
Supplier Personnel	all directors, officers, employees, agents, consultants and contractors of either Supplier and/or of any Sub-contractor materially engaged in the performance of the relevant Supplier's obligations under this Contract and who have as a minimum access to the Supplier's IT environment;
Supplier Profit	in relation to a period or a Milestone (as the context requires), the difference between the total Charges (in nominal cash flow terms but excluding any Deductions) and total Costs (in nominal cash flow terms) for the relevant period or in relation to the relevant Milestone;
Supplier Profit Margin	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
Supplier Representative	the representative appointed by each Supplier pursuant to Clause 11.3 (Representatives);
Supplier Request	a notice served by either Supplier requesting that the Dispute be treated as a Multi-Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Dispute Resolution Procedure in respect of that Dispute;
Supplier Software	software which is proprietary to each Supplier (or an Affiliate of each Supplier) and which is or will be used by each Supplier for the purposes of providing the

Services, including the software specified as such in Schedule 12 (Software);

Supplier Solution

the solution for the Services, comprising:

- (a) in respect of Supplier A, Supplier A's part of the solution for the Services set out in Schedule 8 (Supplier Solution) and Schedule 34 (ERP Supplier Terms) including any Appendices to those Schedules; and
- (b) in respect of Supplier B, Supplier B's part of the solution for the Services set out in Schedule 8 (Supplier Solution) including any Appendices of that Schedule;

Supplier System

the information and communications technology system used by either Supplier in implementing and performing the Services including the Software, the relevant Supplier's Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Authority System);

Supplier Termination Event

- (a) the relevant Supplier's level of performance constituting a Critical Performance Failure;
- (b) the relevant Supplier committing a material Default which is irremediable;
- (c) a Remedial Adviser Failure or a Rectification Plan Failure;
- (d) where a right of termination by the Authority is expressly reserved in this Contract, excluding the Authority's right to terminate for convenience pursuant to Clause 31.1.1;
- (e) the representation and warranty given by the relevant Supplier pursuant to Clauses 3.2.8 or 3.2.9 (Warranties) being materially untrue or misleading;
- (f) the relevant Supplier committing a material Default under Clause 10.15 (Promoting tax compliance) or failing to provide details of steps being taken and mitigating factors pursuant to Clause 10.15 (Promoting tax compliance) which in the reasonable opinion of the Authority are acceptable;
- (g) the relevant Supplier committing a material Default under any of the following Clauses:
 - (i) Clause 5 (Services);
 - (ii) Clause 21 (Protection of Personal Data);

- (iii) Clause 20 (Transparency and freedom of information);
 - (iv) Clause 19 (Confidentiality);
 - (v) Clause 33 (Compliance);
 - (vi) in respect of any security requirements set out in Schedule 2 (Services Description), Schedule 5 (Security Management) or the Baseline Security Requirements; and/or
 - (vii) in respect of any requirements set out in Schedule 28A (Staff Transfer – Supplier A) or Schedule 28B (Staff Transfer – Supplier B);
- (h) an Insolvency Event occurring in respect of the relevant Supplier or the Guarantor (where applicable);
- (i) a change of Control of the relevant Supplier or its Guarantor (where applicable) unless:
 - (i) the Authority has given its prior written consent to the particular change of Control, which subsequently takes place as proposed; or
 - (ii) the Authority has not served its notice of objection within 6 months of the later of the date on which the change of Control took place or the date on which the Authority was given notice of the change of Control;
- (j) any failure by the relevant Supplier to enter into or to comply with an Admission Agreement under the Appendix to either Part A or Part B of Schedule 28A (Staff Transfer – Supplier A) or the Appendix to either Part A or Part B of Schedule 28B (Staff Transfer – Supplier B);
- (k) the Authority has become aware that the relevant Supplier should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Contract;
- (l) a material failure by the relevant Supplier to comply in the performance of the Services with its legal obligations in the fields of environmental, social or labour law; or
- (m) in relation to Schedule 5 (Security Management):
 - (i) the relevant Supplier fails to implement a change required by the Required Changes Register in accordance with

	the timescales set out in the Required Changes Register;
(ii)	the relevant Supplier fails to patch vulnerabilities in accordance with the Security Requirements; and/or,
(iii)	the relevant Supplier fails to comply with the Incident Management Process;
Supply Chain Transparency Report	the report provided by either Supplier to the Authority in the form set out in Appendix D of Schedule 24 (Reports and Records Provisions);
Supporting Documentation	sufficient information in writing to enable the Authority reasonably to assess whether the Charges, Reimbursable Expenses and other sums due from the Authority detailed in the information are properly payable, including copies of any applicable Milestone Achievement Certificates or receipts;
Sustainability Reports	written reports to be completed by the Supplier containing the information outlined in Table C of Appendix A of Schedule 33 (Social Value & Sustainability Delivery Plan);
System Response Time	has the meaning given in Paragraph 3.1 of Part 2 of Appendix A of Schedule 3 (Performance Levels);
Target Performance Level	the minimum level of performance for a Performance Indicator which is required by the Authority, as set out against the relevant Performance Indicator in the tables in Appendix A of Schedule 3 (Performance Levels);
Term	the period commencing on the Effective Date and ending on (a) the expiry of the relevant Initial Term (if the Term is not extended or renewed in accordance with this Contract and there is no earlier termination by a Party); (b) the expiry of the last Extension Period (if the Term is extended or renewed in accordance with this Contract and there is no earlier termination by a Party); or (c) earlier termination (in whole or in part) of this Contract;
Termination Assistance Notice	has the meaning given in Paragraph 6 of Schedule 25 as applicable to either Supplier (Exit Management);
Termination Assistance Period	in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the relevant Supplier is required to provide the Termination Services as such period may be extended pursuant to Paragraph 6.2 of Schedule 25 as applicable to either Supplier (Exit Management);

Termination Date	the date set out in a Termination Notice on which this Contract (or a part of it as the case may be) is to terminate;
Termination Estimate	has the meaning given in Paragraph 11.2 of Schedule 16B (Payments on Termination);
Termination Notice	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Contract (or any part thereof) on a specified date and setting out the grounds for termination;
Termination Payment	<p>the payments determined in accordance with</p> <p>(a) Section 9.2 of the Supplier A ERP Terms (as inserted by Paragraph 7.1 of Appendix A to Schedule 34 (ERP Supplier Terms) in relation to Supplier A; and</p> <p>(b) Schedule 16B (Payments on Termination) in relation to Supplier B;</p>
Termination Services	the services and activities to be performed by the relevant Supplier pursuant to the Exit Plan, including those activities listed in Appendix A of Schedule 25 (Exit Management) as applicable to either Supplier, and any other services required pursuant to the Termination Assistance Notice;
Test Certificate	a certificate materially in the form of the document contained in Appendix B of Schedule 14 (Testing Procedures) issued by the Authority when a Deliverable has satisfied its relevant Test Success Criteria;
Testing Procedures	the applicable testing procedures and Test Success Criteria set out in Schedule 14 (Testing Procedures);
Test Issue	any variance or non-conformity of a Deliverable from its requirements (such requirements being set out in the relevant Test Success Criteria);
Test Issue Management Log	a log for the recording of Test Issues as described further in Paragraph 9.1 of Schedule 14 (Testing Procedures);
Test Issue Threshold	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan;
Tests and Testing	any tests required to be carried out under this Contract, as further described in Schedule 14 (Testing Procedures) and Tested shall be construed accordingly;

Test Plan	<p>a plan:</p> <ul style="list-style-type: none">(a) for the Testing of Deliverables; and(b) setting out other agreed criteria related to the achievement of Milestones, <p>as described further in Paragraph 5 of Schedule 14 (Testing Procedures);</p>
Test Reports	<p>the reports to be produced by each Supplier setting out the results of Tests;</p>
Test Specification	<p>the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph 7 of Schedule 14 (Testing Procedures);</p>
Test Strategy	<p>a strategy for the conduct of Testing as described further in Paragraph 4 of Schedule 14 (Testing Procedures);</p>
Test Success Criteria	<p>in relation to a Test, the test success criteria for that Test as referred to in Paragraph 6 of Schedule 14 (Testing Procedures);</p>
Test Witness	<p>any person appointed by the Authority pursuant to Paragraph 10.1 of Schedule 14;</p>
Third Party Auditor	<p>an independent third party auditor as appointed by the Authority from time to time to confirm the completeness and accuracy of information uploaded to the Virtual Library in accordance with the requirements outlined in Schedule 24 (Reports and Records Provisions);</p>
Third Party Beneficiary	<p>has the meaning given in Clause 41.1 (Third Party Rights);</p>
Third Party Contract	<p>a contract with a third party entered into by the Supplier exclusively for the purpose of delivering the Services, as listed in Schedule 11A and/or Schedule 11B (Third Party Contracts);</p>
Third Party COTS IPRs	<p>Third Party IPRs that:</p> <ul style="list-style-type: none">(a) the either supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by either supplier save as to price; and(b) has a Non-Trivial Customer Base;
Third Party COTS Software	<p>Third Party Software (including open source software) that:</p>

	<p>(a) either supplier makes generally available commercially prior to the date of this Contract (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by either supplier save as to price; and</p> <p>(b) has a Non-Trivial Customer base;</p>
Third Party IPRs	Intellectual Property Rights owned by a third party, but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software, which in any case is, will be or is proposed to be used by either Supplier for the purposes of providing the Services;
Third Party Non-COTS IPRs	Third Party IPRs that are not Third Party COTS IPRs;
Third Party Non-COTS Software	Third Party Software that is not Third Party COTS Software;
Third Party Provisions	has the meaning given in Clause 41.1 (Third Party Rights);
Third Party Software	software which is proprietary to any third party (other than an Affiliate of the relevant Supplier) or any Open Source Software which in any case is, will be or is proposed to be used by the relevant Supplier for the purposes of providing the Services, including the software specified as such in Schedule 12A or 12B (Software);
T Level	technical-based qualifications in England, developed in collaboration with employers and businesses, with content that meets the needs of industry and prepares students for work, further training, or study. T Levels are two-year courses that can be studied by 16-18 year olds after finishing their GCSEs;
Top-Up	has the meaning given in Paragraph 3.3 of Part 2 of Schedule 15 (Charges and invoicing);
Top-Up Effective Date	has the meaning given in Paragraph 3.3 of Part 2 of Schedule 15 (Charges and invoicing);
Total Costs Incurred	the Costs incurred by the Supplier up to the Termination Date in the performance of this Contract and detailed in the Financial Model (but excluding Contract Breakage Costs, Redundancy Costs and any costs the Supplier would not otherwise be able to recover through the Charges) less any Deductions up to (and including) the Termination Date;
Transferable Contracts	the Sub-contracts, licences for each Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Authority or any Replacement Supplier to perform the

	Services or the Replacement Services, including in relation to licences all relevant Documentation;
Transferring Assets	has the meaning given in Paragraph 7.2.1 of Schedule 25 as applicable to either Supplier (Exit Management);
Transferable Assets	those of the Exclusive Assets which are capable of legal transfer to the Authority;
Transferring Authority Employees	those employees of the Authority to whom the Employment Regulations will apply on the Relevant Transfer Date;
Transferring Contracts	has the meaning given in Paragraph 7.2.2 of Schedule 25 (Exit Management);
Transferring Former Supplier Employees	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date;
Transferring Supplier Employees	those employees of the Supplier and/or the Supplier's Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date;
Transparency Information	has the meaning given in Clause 20.1 (Transparency and freedom of information);
Transparency Reports	has the meaning given in Schedule 24 (Reports and Records Provisions);
UK	the United Kingdom;
UK GDPR	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4) of the DPA 2018;
UK Public Sector Business	any goods, service or works provision to UK public sector bodies, including Central Government Departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations;
Unacceptable KPI Failure	either Supplier failing to achieve the KPI Service Threshold in respect of more than REDACTED that are measured in that Service Period;
Unconnected Sub-contract	any contract or agreement which is not a Sub-contract and is between the relevant Supplier and a third party (which is not an Affiliate of the relevant Supplier) and is a qualifying contract under regulation 6 of The Reporting on Payment Practices and Performance Regulations 2017;

Unconnected Sub-contractor	any third party with whom either Supplier enters into an Unconnected Sub-contract;
Undisclosed Employee	has the meaning given to it in Paragraph 1.2 of Part 3 of Schedule 28A (Staff Transfer – Supplier A) and Paragraph 1.2 of Part 3 of Schedule 28B (Staff Transfer – Supplier B);
Unrecovered Costs	the Costs incurred by the Supplier in the performance of this Contract (as summarised in the Financial Model) to the extent that the same remain at the Termination Date to be recovered through Charges that but for the termination of this Contract would have been payable by the Authority after the Termination Date in accordance with Schedule 15 (Charges and Invoicing) as such Costs and Charges are forecast in the Financial Model;
Unrecovered Payment	<p>an amount equal to the lower of:</p> <ul style="list-style-type: none">(a) the sum of the Unrecovered Costs and the Unrecovered Profit; and(b) the amount specified in Paragraph 4; of Schedule 16B (Payments on Termination);
Unrecovered Profit	$\left(\frac{\text{Total Costs Incurred}}{1 - \text{Anticipated Contract Life Profit Margin}} \times \text{Anticipated Contract Life Profit Margin} \right) - \text{Profit Already Paid} + \text{Unreleased Retentions};$
Unreleased Retentions	as regards the Retentions, the relevant CPP Milestone(s) that have been Achieved as at the Termination Date and that have not yet been paid by the Authority;
Updates	in relation to any Software and/or any Deliverable, a version of such item which has been produced primarily to overcome Defects in, or to improve the operation of, that item;
Update Requirement	the occurrence of an event detailed in Schedule 24 (Reports and Records Provisions) (Appendix C: Records To Upload To Virtual Library) which requires the relevant Supplier to update the relevant information hosted on the Virtual Library;
Upgrades	any patch, New Release or upgrade of Software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications, but excluding any Update which the relevant Supplier or a third party software supplier (or any Affiliate of the relevant Supplier or any third party) releases during the Term;
Upper Quartile	the top 25% of instances of provision of a Comparable Service by members of the Comparison Group ranked by best value for money to the recipients of that Comparable Service;

Valid	in respect of an Assurance, has the meaning given to it in Paragraph 2.7 of Part 2 to Schedule 26B (Service Continuity Plan and Corporate Resolution Planning);
VAT	value added tax as provided for in the Value Added Tax Act 1994;
VCSE	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
Virtual Library	the data repository hosted by Supplier B (which may be hosted using infrastructure operated by Supplier A) containing the information about this Contract and the Services provided under it in accordance with Schedule 24 (Reports and Records Provisions);
Waste Hierarchy	<p>means prioritisation of waste management in the following order of preference as set out in the Waste (England and Wales) Regulation 2011:</p> <ul style="list-style-type: none"> (a) Prevention; (b) Preparing for re-use; (c) Recycling; (d) Other Recovery; and (e) Disposal;
Wider Information Management System	those information assets, IT systems and/or Sites which will be used by the Supplier and/or its Sub-contractors to Process Authority Data which have not been determined by the Authority in accordance with Paragraph 5.2 of Part 2 of Schedule 5 (Security Management) to form part of the Core Information Management System, together with the associated information management system (including organisational structure, controls, policies, practices, procedures, processes and resources);
Work Day	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
Working Day	any day other than a Saturday, Sunday or public holiday in England and Wales;
Work Hours	the hours spent by the Supplier Personnel properly working on the Services including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks; and
2013 Regulations	the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) (as amended from time to time).

Appendix A

Arm's Length Bodies

Arm's Length Body	Sponsoring Department
Advisory Committee on Releases to the Environment	Defra
Agriculture & Horticulture Development Board	Defra
Animal & Plant Health Agency	Defra
Centre for Environment, Fisheries and Aquatic Science	Defra
Climate Change Committee	Defra
Consumer Council for Water	Defra
Environment Agency	Defra
Forestry Commission	Defra
Independent Agricultural Appeals Panel	Defra
Joint Nature Conservation Committee	Defra
Marine Management Organisation	Defra
National Forest Company	Defra
Natural England	Defra
Royal Botanic Gardens, Kew	Defra
Rural Payments Agency	Defra
Science Advisory Council	Defra
Sea Fish Industry Authority	Defra
Veterinary Medicines Directorate	Defra
Veterinary Products Committee	Defra
Waste Services Regulation Authority	Defra
Health and Safety Executive	DWP
Independent Case Examiner	DWP

Arm's Length Body	Sponsoring Department
Industrial Injuries Advisory Council	DWP
Money and Pension Service	DWP
Office for Nuclear Regulation (Public Corporation)	DWP
Social Security Advisory Committee	DWP
The Pensions Regulator	DWP
Advisory Council on the Misuse of Drugs	HO
Animals in Science Committee	HO
Biometrics and Forensics Ethics Group	HO
Biometrics and Surveillance Camera Commissioner	HO
College of Policing Limited	HO
Commission for Countering Extremism	HO
Disclosure and Barring Service	HO
Domestic Abuse Commissioner	HO
Forensic Science Regulator	HO
Gangmaster and Labour Abuse Authority	HO
HM Inspectorate of Constabulary and Fire & Rescue Services	HO
Independent Anti-slavery Commissioner	HO
Independent Chief Inspector of Borders and Immigration	HO
Independent Family Returns Panel	HO
Independent Monitor to the DBS	HO
Independent Office for Police Conduct	HO
Investigatory Powers Commissioner's Office (including the Office for Communications Data Authorisations)	HO
Investigatory Powers Tribunal	HO
Migration Advisory Committee	HO

Arm's Length Body	Sponsoring Department
National Crime Agency Remuneration Review Body	HO
Office of the Immigration Services Commissioner	HO
Police Advisory Board for England and Wales	HO
Police (Discipline) Appeals Tribunal	HO
Police Remuneration Review Body	HO
Security Industry Authority	HO
Technical Advisory Board	HO
Academy for Social Justice	MoJ
Advisory Committees on Justices of the Peace	MoJ
Independent Assessor of Compensation for Miscarriages of Justice	MoJ
Children and Family Court Advisory and Support Service (CAFCASS)	MoJ
Civil Justice Council	MoJ
Civil Procedure Rule Committee	MoJ
Commissioner for Victims and Witnesses	MoJ
Court Funds Office	MoJ
Criminal Cases Review Commission	MoJ
Criminal Injuries Compensation Authority	MoJ
Criminal Procedure Rule Committee	MoJ
Family Justice Committee	MoJ
Family Justice Council	MoJ
Family Procedure Rule Committee	MoJ
Gov Facility Services Limited	MoJ
HM Inspectorate of Prisons	MoJ
HM Inspectorate of Probation	MoJ

Arm's Length Body	Sponsoring Department
Independent Advisory Panel on Deaths in Custody	MoJ
Independent Monitoring Authority (for the Citizens Rights Agreements)	MoJ
Independent Monitoring Boards	MoJ
Insolvency Rules Committee	MoJ
Judicial Appointments and Conduct Ombudsman	MoJ
Judicial Appointments Commission	MoJ
Judicial Office	MoJ
Judicial Pension Scheme	MoJ
Law Commission	MoJ
Lay Observers	MoJ
Legal Aid Agency	MoJ
Legal Services Consumer Panel	MoJ
Legal Services Board	MoJ
National Preventative Mechanism	MoJ
Judicial Conduct Investigations Office	MoJ
Office for Legal Complaints	MoJ
Office of the Accountant General (including the Court Funds Office)	MoJ
Office of the Information Commissioner	MoJ
Office of the Judge Advocate General	MoJ
Office of the Judicial Committee	MoJ
Office of the Public Guardian	MoJ
Official Solicitor and Public Trustee	MoJ
Parole Board	MoJ
Press Recognition Panel	MoJ

Arm's Length Body	Sponsoring Department
Prisons and Probation Ombudsman	MoJ
Prison Service Pay Review Body	MoJ
Sentencing Council for England and Wales	MoJ
Tribunal Procedure Committee	MoJ
Trust Accounts	MoJ
Youth Justice Board for England and Wales	MoJ