



Highways England Company Limited

Scope

Defined Terms

Annex 01

| Defined Term | Definition |
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| Business Information Gateway (the Gateway) | as defined in Annex 06 Section 1.4. |
| Central Government Body | <p>is a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> • Government Department, • Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal), • Non-Ministerial Department or • an Executive Agency of one of the above • and anybody corporate that is a wholly owned subsidiary of one of the above. |
| Client Background IPR | is IPR owned by the <i>Client</i> before the Contract Date, or created by the <i>Client</i> independently of the contract, and Crown Copyright which is not available to the <i>Consultant</i> otherwise than under the contract, but excluding IPRs owned by the <i>Client</i> subsisting in the Client Software. |
| Client Software | is software which is owned by or licensed to the <i>Client</i> (other than under or pursuant to the contract) and which is or will be used by the <i>Consultant</i> in order to Provide the Service. |
| Client System | is the <i>Client's</i> computing environment (consisting of hardware, software and telecommunications networks or equipment) used by the <i>Client</i> or the <i>Consultant</i> in connection with the contract which is owned by the <i>Client</i> or licensed to it by some third party and which interfaces with the <i>Consultant</i> System or which is necessary for the <i>Client</i> to receive the <i>service</i> . |
| Commissioning Date | for a <i>relevant service</i> is the day on which the commissioning of a <i>relevant service</i> is successfully completed, and its <i>relevant service conditions</i> are met. |

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| Commitments Register | is the register of the Tender Promises submitted at tender stage, as per the IFT. The document of that name has been including the Tender set for completion by the <i>Consultant</i> . This will be referenced in the Form of Agreement detailing the commitments made by the <i>Contractor</i> as part of its tender in respect of how it is to Provide the Service. |
| Confidential Information | any data or information which has been classified by Highways England as being confidential. However, Highways England uses the HMG Government Security Classification Scheme (GSC). |
| Contracts Finder | is the government website for information about contracts worth over £10,000 with the government and its agencies. |
| Contractor Background IPR | is IPR owned by the <i>Consultant</i> or a third party before the Contract Date or created by the <i>Consultant</i> or a third party independently of the contract, which in each case is or will be used before or after <i>defects date</i> for, Providing the Service (including its design, testing, implementation), its maintenance operation and improvement, but excluding IPRs owned by the <i>Consultant</i> subsisting in the <i>Consultant</i> Software or by any third party in Third Party Software. |
| Contractor Equipment | is the hardware, computer and telecoms devices and equipment used by the <i>Contractor</i> or its subcontractors (or any subcontractor of any tier to the <i>Consultant</i>) (but not hired, leased or loaned from the <i>Client</i>) for the Providing the Service. |
| Contractor Software | is software which is proprietary to the <i>Consultant</i> (or an <i>Affiliate</i> of the <i>Consultant</i>) and <ul style="list-style-type: none"> • which is or will be used by the <i>Consultant</i> for the purposes of Providing the Service, • which is or will be used by the <i>Client</i> for the purposes, maintaining, operating or improving the <i>services</i> and • including the software specified as such in any Software Schedule. |
| Contractor System | is the information and communications technology system used by the <i>Consultant</i> in implementing and performing the <i>service</i> including the Software, the Contractor Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Client System). |

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| Contract Manager | is the named employee of the Client that is responsible for overseeing the delivery of the Contract by the Consultant. The Contract Manager will be confirmed at Contract award stage. |
| Control | is 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 are to be interpreted accordingly. |
| Consultant Background IPR | IPR owned by the <i>Consultant</i> or a third party before the Contract Date or created by the <i>Consultant</i> or a third party independently of the contract, which in each case is or will be used to <ul style="list-style-type: none"> • before the <i>defects date</i> to Provide the Service and • for the maintenance, operation and modification of the <i>service</i>. |
| Contract Manager | is the named point of contact who will oversee the delivery of the contract on behalf of the <i>Client</i> . |
| Data | is all Personal Data collected, generated or otherwise processed by the <i>Consultant</i> in the course of Providing the Service. |
| Data Loss Event | is any event that results, or may result, in unauthorised access to Personal Data held by the Processor for the purposes of this contract, and/or actual or potential and/or destruction of Personal Data in breach of this Agreement, including any Personal Data breach. |
| Data Protection Impact Assessment | is an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data. |
| Data Subject | is an individual who is the subject of Personal Data. |
| Data Subject Request | is a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data. |
| Data Protection Legislation | is: <ul style="list-style-type: none"> • the General Data Protection Regulation (EU 2016/679); |

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| | <ul style="list-style-type: none"> the Law Enforcement Directive (LED) (Directive EU 2016/680); the Data Protection Act 2018; and any other data protection laws and regulations applicable in England. |
| Deposited Software | is the Software the Source Code of which is to be placed in escrow as required by the <i>Service Manager</i> and notified to the <i>Consultant</i> from time to time including as identified in the Software Schedule |
| Disclosing Party Group | is where the disclosing Party is <ul style="list-style-type: none"> the <i>Consultant</i>, the <i>Consultant</i> and any Affiliates of the <i>Consultant</i>; and the <i>Client</i>, the <i>Client</i> and any Central Government Body with which the <i>Client</i> or the <i>Consultant</i> interacts in connection with the contract. |
| A Disclosure Request | is a request for information relating to the contract a received by the <i>Client</i> pursuant to the Freedom of Information Act 2000 and Environmental Information Regulations 2004 or otherwise. |
| Discrimination Acts | are the Equality Act 2010 and any predecessor statutes. |
| Documentation | is descriptions of the <i>service</i> , the <i>Consultant's service</i> solution, performance measures, details of the Contractor 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 <ul style="list-style-type: none"> is required to be supplied by the <i>Consultant</i> to the <i>Service Manager</i> under the contract, would reasonably be required by a competent third party capable of Good Industry Practice contracted by the <i>Client</i> to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the <i>service</i> or make use of the <i>service</i>, is required by the <i>Consultant</i> in order to Provide the Service and |

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| | <ul style="list-style-type: none"> has been or is generated in order to Provide the Service. |
| EEA | is the European Economic Area. |
| Good Industry Practice | is 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 skilled and experienced person or body engaged in services similar to the <i>services</i> to a customer like the <i>Client</i> , such supplier seeking to comply with its contractual obligations in full and complying with any applicable laws. |
| Inclusion Action Plan | is the document described in Annex 06. |
| Indemnified Person | is the <i>Client</i> and each and every person to whom the <i>Client</i> (or any direct or indirect sub-licensee of the <i>Client</i>) sub-licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with the contract. |
| Information Systems | can be a combination of hardware, software, infrastructure and trained personnel organised to facilitate planning, control, coordination and decision making in an organisation. |
| Intellectual Property Rights or IPRs | are copyright and related rights, database rights, design rights, patents, inventions, trade marks (and goodwill attaching to those trade marks), domain names, applications for and the right to apply for any of the foregoing, moral rights, confidential information and any other intellectual or industrial property rights, whether or not registered or capable of registration, whether subsisting now or in future in any part of the world. |
| IPRs Claim | is 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 Client Software by or on behalf of the <i>Consultant</i> , in either case for a purpose not reasonably to be inferred from the Scope or the provisions of the contract. |
| Joint Controllers | means where two or more Controllers jointly determine the purposes and means of processing. |

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| Letter of Authorisation | is the letter that will be issued by the <i>Client</i> for use by the <i>Consultant</i> when contacting external stakeholders on behalf of the <i>Client</i> . |
| List X | List X contractors are companies operating in the UK who are working on UK government contracts which require them to hold classified information. This information is at 'Secret' level or above or international partners information classified 'Confidential' or above, and is held in their own premises at a specific site. |
| Lean | is a method of producing what a customer or client wants, when he/she wants it, with a minimum of waste and to a high level of quality. |
| Lean Continual Improvement | technique that generates ideas for efficient ways of working whilst maintaining a focus on the requirements of the customer. |
| Major Incident | is defined as an incident that has, or is likely to have, a major impact on the ability of the business to maintain services during agreed operational hours. An outage or complete loss of functionality of a critical or key application or service. The incident could result in: <ul style="list-style-type: none"> • an emergency situation • security risks or threat • Highways England reputation (HSSE) could be adversely affected • multiple locations/businesses or significant user impacted |
| Management Information | Is all information related to the performance and output of the contract. |
| Mobilisation Period | Is the period from the <i>starting date</i> to the <i>access date or go live date</i> . |
| Nonconformity | has the meaning give in BE EN ISO 9000:2015. |
| The Official Secrets Act | is the Official Secrets Act 1989 and any predecessor statutes. |
| Object Code | is software and data in machine-readable, compiled object code form. |

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| Open Source Software | is software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPRs in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge. |
| OSS | is the Open Source Software listed in the Software Schedule. |
| Performance Level | is the performance level of the Collaborative Performance Framework stated in the Scope. |
| Personal Data | is any data relating to an identified or identifiable individual that is within the scope of protection as “personal data” under the Data Protection Legislation. |
| The Project Control Framework | has the meaning given to it in the Project Control Framework Handbook. |
| Project Proposal | is the Proposal provided by the <i>Consultant</i> in response to the Client’s Project Request |
| Project Request | is a discreet piece of work that is requested as part of the Contract. Requests will be made via a Project Requestor and/or the Contract Manager via email using the Client’s Project Request Form. |
| Project Requestor | is the stakeholder within the <i>Clients</i> organisation that is requesting the particular piece of research or analysis. |
| Protective Measures | are appropriate, technical and organisational measures 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 such measures adopted by it including those outlined in PPN 02/18. |
| The Public Interest Test | requires a public authority, or oversight body, weigh the harm that disclosure would cause to the protected interest against the public interest saved by disclosure of the information. |

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| Quality Management Points | are point accrued by the <i>Contractor</i> in accordance with the Scope. |
| Quality Plan | has the meaning given in ISO 9001:2015. |
| Quality Statement | is the document submitted by the <i>Contractor</i> at time of tender. |
| Recipient | is the Party which receives or obtains directly or indirectly Confidential Information. |
| Relevant IPR | is IPRs used to Provide the Service or as otherwise provided and licensed by the <i>Consultant</i> (or to which the <i>Consultant</i> has provided access) to the <i>Client</i> or a third party in the fulfilment of the <i>Consultant's</i> obligations under the contract including IPRs in the Specially Written Software, the Contractor Software, the Contractor Background IPRs and the Third Party Software but excluding any IPRs in the Client Software and the Client Background IPRs. |
| Security Incident | is a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Data. |
| Service Provider System | Are the <i>Consultant's</i> (service provider/supplier) IT systems/applications which they use to provide services to Highways England. |
| SME | means an enterprise within the category of Small, Medium or Micro Enterprises defined by the European Commission Recommendation of 6 May 2003 concerning the definition of Small, Medium or Micro Enterprises. A SME is a Subcontractor or a subcontractor to a Subcontractor and is autonomous and is a European Union enterprise not owned or controlled by a non-European Union parent company. |
| Software | is Specially Written Software, Contractor Software and Third Party Software. |
| Software Supporting Materials | are <ul style="list-style-type: none"> • the Documentation, Source Code and the Object Code of the Specially Written Software and • all build instructions, test instructions, test scripts, test data, operating instructions and other documents |

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| | and tools necessary for maintaining and supporting the Specially Written Software. |
| Software Schedule | is the <i>software schedule</i> unless later changed in accordance with the contract. |
| Source Code | is computer programs and 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. |
| Specially Written Software | is any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the <i>Consultant</i> (or by a Subcontractor (or any subcontractor of any tier to the <i>Consultant</i>) or other third party on behalf of the <i>Consultant</i>) specifically for the purposes of the contract, including <ul style="list-style-type: none"> • any Contractor Background IPRs that are embedded in or which are an integral part of such software; and • any modifications or enhancements to Contractor Software or Third Party Software created specifically for the purposes of the contract. |
| Staff | are employees employed by the <i>Consultant</i> or an Associated Company or any Subcontractor to Provide the Service at any time. |
| Statutory Undertakers | Persons authorised by any enactment to carry on any railway, light railway, tramway, road transport, water transport, canal, inland navigation, dock, harbour, pier or lighthouse undertaking or any undertaking for the supply of hydraulic power and a relevant airport operator. |
| Structured Innovation | technique that generates ideas for efficient ways of working, contributing to cost savings. |
| Sub-Processor | is a third party (including Associated Company) engaged by the <i>Consultant</i> to process Data. |
| Supervisory Authority | is any regulatory, supervisory, governmental or other competent authority with jurisdiction or oversight over the Data Protection Legislation. |

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| The Public Interest Test | the Public Interest Test requires a public authority, or oversight body, weigh the harm that disclosure would cause to the protected interest against the public interest saved by disclosure of the information. |
| Third Party Software | is software which is proprietary to any third party (other than an <i>Affiliate of the Consultant</i>) which in any case is, will be or is proposed to be used by the <i>Consultant</i> for the purposes of Providing the Service, including the software specified as such in the Software Schedule and including OSS. |
| VCSE | means Voluntary, Community and Social Enterprise, a non-governmental organisation that is value-driven which principally reinvests its surpluses to further social, environmental or cultural objectives. VCSEs include small local community and voluntary groups, registered charities, foundations, trusts and the growing number of social enterprises and co-operatives. |