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**FUTURE SERVICE DELIVERY CONTRACT**

**SCHEDULE 1**

**DEFINITIONS**

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## DEFINITIONS

### 1 DEFINITIONS

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

<b>"Account Security Manager"</b>	means the person appointed by the Contractor in accordance with Paragraph 1.3 of Schedule 2.4 ( <i>Security Management</i> );
<b>"Accreditor"</b>	means the person appointed by the Authority's CIO, who is responsible for ensuring compliance with the security regulations as set out in Schedule 2.4 ( <i>Security Management</i> ) and within the JSP 440;
<b>"Accounting Reference Date"</b>	means the dates to which the company in the FDE Group prepares its audited financial statements;
<b>"Achieve"</b>	<p>means:</p> <p>(a) in respect of a Test, to successfully pass a Test without any Test Issues subject to any applicable Error Threshold; and</p> <p>(b) in respect of a Milestone, the issue of a Milestone Achievement Certificate in respect of that Milestone in accordance with the provisions of Schedule 6.2 (<i>Testing Procedures</i>),</p> <p>and <b>"Achieved"</b> and <b>"Achievement"</b> shall be construed accordingly;</p>
<b>"Acquired Rights Directive"</b>	means the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time;
<b>"Action Plan"</b>	means the plan as required in accordance with Paragraph 2 of Schedule 2.2 ( <i>Performance Levels</i> )
<b>"Active Member"</b>	means an individual who has been admitted to and remains in active membership of any of the Schemes;
<b>"Ad Hoc Charges"</b>	shall have the meaning as set out in Paragraph 10.2 of Part A to Schedule 7.1 ( <i>Charges and Invoicing</i> );
<b>"Admission Agreement"</b>	shall have the meaning set out in Part 3 (Pension Matters) of Schedule 9.1 ( <i>Staff Transfer</i> );
<b>"Affected Party"</b>	means the Party seeking to claim relief in respect of a Force Majeure Event;
<b>"Affiliate"</b>	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is

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under direct or indirect common Control with, that body corporate from time to time;

**"Allowable Assumption Expiry Date"** means the relevant date set out in Appendix 4 of Schedule 7.1 (*Charges and Invoicing*) on which the Verification Period for an Allowable Assumption shall expire;

**"Allowable Assumptions"** means the assumptions set out in Appendix 4 to Schedule 7.1 (*Charges and Invoicing*);

**"Allowable Price"** means 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 Contractor in providing or developing the relevant Retained Deliverables as reflected in the Financial Model together with an amount equal to the Anticipated Contractor 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 Contractor 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 39.8(c) (*Payments by the Contractor*);

**"alpha"** means the public service pension scheme for civil servants established under the Public Services Pensions Act 2013 introduced with effect on and from 1 April 2015 (and includes, unless the context otherwise requires, any successor scheme);

**"Annual Contract Report"** means the annual contract report to be provided by the Contractor to the Authority pursuant to Paragraph 1 of Part B of Schedule 7.5 (*Financial Reports and Audit Rights*);

**"Annual Failure Charge Cap"** means, in respect of any period of twelve (12) consecutive months, an amount equal to [REDACTED]

**"Annual Revenue"** means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of

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revenue of joint ventures and Associates) reported by the Contractor or, as appropriate, the Contractor Group in its most recent published accounts, subject to the following methodology:

(a) figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12 month period; and

(b) where the Contractor, the Contractor 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 Contractor Profit Margin"**

means the Contractor's anticipated profit margin of ■■■■■ over the Term as reflected in the Initial Financial Model;

**"Anti-Virus Software"**

means any Software designed to prevent, search for, detect and remove software virus and other malicious software (including but not limited malware, adware and trojans);

**"Applicable Contractor Personnel"**

any Contractor Personnel who:

(a) at the Termination Date:

- (i) are employees of the Contractor or a Sub-Contractor (as applicable);
- (ii) are Dedicated Contractor Personnel;
- (iii) have not transferred (and are not in scope to transfer at a later date) to the Authority or the Replacement Contractor by virtue of the Transfer Regulations; and

(b) are dismissed or given notice of dismissal by the Contractor or the relevant Sub-Contractor (as applicable) within:

- (i) 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; and

(c) have not resigned or given notice of resignation prior to the date of their dismissal by the Contractor or the relevant Sub-Contractor; and

(d) the Contractor can demonstrate to the satisfaction of the Authority:

- (i) are surplus to the Contractor's or Sub-Contractor's (as applicable) requirements after

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the Termination Date notwithstanding its obligation to provide services to its other customers;

(ii) are genuinely being dismissed for reasons of redundancy; and

(e) have been selected for redundancy by the Contractor or the relevant Sub-Contractor (as applicable) on objective grounds other than the fact that the Contractor or the relevant Sub-Contractor (as applicable) is entitled to reimbursement under this provision in respect of such employees;

**"Application"**

means software designed to perform a group of coordinated functions, tasks, or activities;

**"Application Instance"**

means single or multiple instances of Software and/or Hardware to perform a group of coordinated functions, tasks, or activities which support delivery of a specific Service;

**"Approved Sub-Licensee"**

means any of the following:

- (a) a Central Government Body;
- (b) any third party providing services to a Central Government Body; and/or
- (c) 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;

**"ArchiMate"**

means the open and independent enterprise architecture modelling language to support the description, analysis and visualization of architecture within and across business domains in an unambiguous way;

**"Architecture Management Office" or "AMO"**

shall have the meaning as set out in ITIL;

**"Architecture Management Procedures"**

means those procedures as set out in in Part 13 of Schedule 2.1 (*Service Description – IT Service Management*);

**"Armed Forces"**

means the Royal Navy (including the Royal Marines), the Army and the Royal Air Force and their Reserves;

**"Assessment and Delivery Plan"**

means the Assessment and Delivery Plan, the contents of which has had the Authority's written approval;

**"Assessment Report"**

means the monthly Assessment Report, the format of which has had the Authority's written approval prior to the Operational Services Commencement Date;

**"Assets"**

means all assets and rights used by the Contractor to provide the Services in accordance with this Agreement

	but excluding the Issued Property;
<b>"Associate"</b>	means, 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;
<b>"Associated"</b>	shall have the meaning set out in Part 3 of the CFA 2017 and guidance published under it;
<b>"Associated Company"</b>	means: <ul style="list-style-type: none"><li>(a) any associated company of the Contractor from time to time within the meaning of Section 449 of the Corporation Tax Act 2010 or any subordinate legislation; and</li><li>(b) any parent undertaking or subsidiary undertaking of the Contractor from time to time within the meaning of section 1162 Companies Act 2006 and it is further agreed that where the ownership of shares in any such undertaking have been pledged or transferred to a third party by way of security, the original parent shall still be considered a member of the subsidiary undertaking;</li></ul>
<b>"Assurance"</b>	means written confirmation from a Relevant Authority to the Contractor that the CRP Information is approved by the Relevant Authority;
<b>"Assurance Criteria"</b>	means, in respect of a Documentation Deliverable, the test success criteria set out in the Deliverable Description;
<b>"Assurance Plan"</b>	means the plan developed pursuant to Paragraph 4 of Schedule 6.2 ( <i>Testing Procedure</i> ) for testing any one or more Documentation Deliverables;
<b>"Audit"</b>	means any exercise by the Authority of its Audit Rights pursuant to Clause 14 ( <i>Records, Reports, Audit and Open Book Data</i> ) and Schedule 7.5 ( <i>Financial Reports and Audit Rights</i> );
<b>"Audit Agents"</b>	means <ul style="list-style-type: none"><li>(a) the Authority's internal and external auditors;</li><li>(b) the Authority's statutory or regulatory auditors;</li><li>(c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</li><li>(d) HM Treasury or the Cabinet Office;</li><li>(e) Subject to any avoiding conflicts of interest any party formally appointed by the Authority to carry out audit</li></ul>

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or similar review functions; and

- (f) successors or assigns of any of the above;

**"Audit Rights"**

means the audit and access rights referred to in Schedule 7.5 (*Financial Reports and Audit Rights*);

**"Authority Background IPRs"**

means

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

but excluding IPRs owned by the Authority subsisting in the Authority Software;

**"Authority Cause"**

any 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 Contractor has given its prior consent; or
- (b) caused by the Contractor, any Sub-Contractor or any Contractor Personnel;

**"Authority Change Manager"**

means the person appointed to that position by the Authority from time to time and notified in writing to the Contractor;

**"Authority Communications Infrastructure"**

the 4 primary communications systems provided by the Authority, being:

- (a) UK Fixed;
- (b) Overseas Fixed;
- (c) Land Deployed; and
- (d) Maritime Deployed;

**"Authority Data"**

- (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:

- (i) supplied to the Contractor by or on behalf of the Authority; and/or
  - (ii) which the Contractor is required to generate, process, store or transmit pursuant to this Agreement; or

- (b) any Personal Data for which the Authority is the Data



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Controller;

**"Authority Design Assurance"**

the Authority function which provides Authority domain knowledge and expertise to the Joint Architecture Governance framework;

**"Authority Employees"**

means those employees of the Authority who are listed in the Final List;

**"Authority 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 Contractor, in either case in combination with any item not supplied or recommended by the Contractor pursuant to this Agreement or for a purpose not reasonably to be inferred from the Services Description or the provisions of this Agreement;

**"Authority Lease"**

means the terms of occupation of Leased Premises to be entered into by the Parties in substantially the form included at Part 2 (*Authority Lease*) to Schedule 11.2 (*Licence and Leases*);

**"Authority Materials"**

the Authority Data together with any materials, documentation, information, programs and codes supplied by the Authority to the Contractor, the IPRs in which:

- (a) are owned or used by or on behalf of the Authority; and
- (b) are or may be used in connection with the provision or receipt of the Services,

but excluding any Project Specific IPRs, Specially Written Software, Contractor Software, Third Party Software and Documentation relating to Contractor Software or Third Party Software;

**"Authority Premises"**

premises owned, controlled or occupied by the Authority and/or any Central Government Body (including the Leased Premises and the Licensed Premises) which are made available for use by the Contractor or its Sub-Contractors for provision of the Services (or any of them) or which the Contractor is permitted to access for the purposes of providing the Services;

**"Authority Representative"**

the representative appointed by the Authority pursuant to Clause 13.4 (*Representatives*);

**"Authority Requirements"**

the requirements of the Authority set out in Schedules 2.1 (*Services Description*), 2.2 (*Performance Levels*), 2.3 (*Standards*), 2.4 (*Security Management*), 2.5 (*Insurance Requirements*), 2.6 (*Data*), 6.1 (*Transition and*

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*Transformation Plans*), 6.2 (*Testing*), 7.5 (*Financial Reports and Audit Rights*), 8.1 (*Governance*), 8.2 (*Change Control*), 8.4 (*Reports and Records Provisions*), 8.5 (*Exit Management*) and 8.6 (*Business Continuity and Disaster Recovery*);

**"Authority Responsibilities"**

the responsibilities of the Authority specified in Schedule 3 (*Authority Responsibilities*);

**"Authority Software"**

software which is owned by or licensed to the Authority (other than under or pursuant to this Agreement) and which is or will be used by the Contractor or any of its Sub-Contractors for the purposes of providing the Services;

**"Authority System"**

the Authority's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority, the Contractor or any of its Sub-Contractors in connection with this Agreement which is owned by the Authority or licensed to it by a third party and which interfaces with the Contractor System or which is necessary for the Authority to receive the Services;

**"Authority to Operate"**

an approval granted by the 'Defence ICT Design Authority (DIDA)' Board, in accordance with JSP 604, to all Authority ICT systems that permits them to operate on the Authority's Networks;

**"Authority Transferred Employees"**

means those employees of the Authority who transferred to the Contractor or an Employing Sub-Contractor under the Transfer Regulations and pursuant to this Agreement on the Relevant Authority Transfer Date;

**"Baseline Security Requirements"**

means the Authority's baseline security requirements, the current copy of which is contained in Appendix 1 to Schedule 2.4 (*Security Management*), as updated from time to time by the Authority and notified to the Contractor;

**"BCDR"**

means BC and/or DR as applicable;

**"BCDR Plan"**

means any plan prepared pursuant to Paragraph 2 of Part 1 of Schedule 8.6 (*Business Continuity and Disaster Recovery*), as may be amended from time to time, which shall include planning for BD, DR and IC;

**"BCDR Planning Lifecycle Schedule"**

means the ISO 22301 business continuity lifecycle, as detailed in the 'DBS BC Management Strategy' document (as amended and updated from time to time);

**"BCDR Review"**

means a review of the BCDR Plans to ensure on-going suitability of processes and methodologies;

**"BCDR Review Report"**

has the meaning given in Paragraph 8.5 of Part 1 of Schedule 8.6 (*Business Continuity and Disaster Recovery*)

*Planning*);

**"BCDR Test"**

means a test of all the BCDR Plans for Contractor managed Critical Business Functions and Outputs using such methodology appropriate to ensure confidence in the BC, DR and IC systems and/or processes being exercised/tested (in accordance with the methodologies set out in the organisational Business Continuity Management Strategy and Appendix 1 of Annex M to Part 15 of Schedule 2.1 (*Non-Functional Requirements & Service Availability*));

**"Benchmark Report"**

means the report produced by the Benchmarker following the Benchmark Review as further described in Paragraph 4 of Schedule 7.3 (*Benchmarking*);

**"Benchmark Review"**

means a review of one or more of the Services carried out in accordance with Paragraph 3 of Schedule 7.3 (*Benchmarking*) to determine whether the Services represent Good Value;

**"Benchmarked Service"**

means a Service that the Authority elects to include in a Benchmark Review under Paragraph 1.3 of Schedule 7.3 (*Benchmarking*);

**"Benchmarker"**

means the independent third party appointed under Paragraph 2.1 of Schedule 7.3 (*Benchmarking*);

**"Board Member"**

means the initial persons appointed by the Authority and Contractor to the Boards as set out in Appendix 1 to Schedule 8.1 (*Governance*) and any replacements from time to time agreed by the Parties in accordance with Paragraph 3.4 of Schedule 8.1 (*Governance*);

**"Boards"**

means the Transition Management Board, Transformation Management Board, Service Review Board, Portfolio Management Board, Joint Change Advisory Board, Joint Architecture Governance Board and Relationship Management Forum and **"Board"** shall mean any of them;

**"Breach of Security"**

means the occurrence of:

- (a) any unauthorised access to or use of the Services, the Authority Premises, the Sites, the Contractor System, the Authority System (to the extent that it is under the control of the Contractor) and/or any IT, information or data (including the Confidential Information and the Authority Data) used by the Authority and/or the Contractor in connection with this Agreement; and/or
- (b) the loss, disruption, corruption and/or unauthorised disclosure or change of the operation (including but not limited to takeover of control) 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 Contractor in connection with this Agreement,

- (c) destruction, damage, deletion or the change of MOD Identifiable Information residing in an information system or electronic communications network;
- (d) removal or limiting the possibility to use MOD Identifiable Information residing in an information system or electronic communications network; or
- (e) the appropriation, publication, dissemination or any other use of non-public MOD Identifiable Information by persons unauthorised to do so;

**"Breakage Costs Payment"**

means an amount equal to the Redundancy Costs and the Contract Breakage Costs as at the Termination Date as determined in accordance with Paragraph 2 of Schedule 7.2 (*Payments on Termination*);

**"Business Continuity Management Strategy"**

means the strategy document which is made available by the Authority to the Contractor as updated from time to time;

**"Business Impact Analysis"**

means assessment of the impact and consequences of a change;

**"Cabinet Office Markets and Supplier Team"**

means 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"**

means capacity of Services and the supporting IT Environment, systems and services is able to deliver the agreed Performance Indicators in an efficient and timely manner;

**"Capacity Management Report"**

means the reports as detailed in M20 of Annex M to Part 13 (IT Service Management) of Schedule 2.1 (*Technical & Applications*);

**"Capacity Plan"**

means a plan that outlines the resources needed to support the required business outcomes, as further detailed in ITIL;

**"Capacity Report"**

shall have the meaning as set out in ITIL;

**"CEDR"**

means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;

**"Central Government Body"**

means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:

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	<p>(a) Government Department;</p> <p>(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>(c) Non-Ministerial Department; or</p> <p>(d) Executive Agency;</p>
<b>"Change"</b>	means an Operational Change or a Contract Change;
<b>"Change Authorisation Note"</b>	means the Authority's written approval to implement an approved Change Request in a form substantially the same as is set out in Appendix 3 to Schedule 8.2 ( <i>Change Control Procedure</i> );
<b>"Change Control Procedure"</b>	means the procedure for changing this Agreement set out in Schedule 8.2 ( <i>Change Control Procedure</i> );
<b>"Change in Law"</b>	means any change in Law which impacts on the performance of the Services which comes into force after the Effective Date;
<b>"Change Request"</b>	means a written request for a Change which shall be substantially in the form set out in Appendix 2 of Schedule 8.2 ( <i>Change Control Procedure</i> );
<b>"Change Themes"</b>	as identified in the Service Transformation Strategy, describes a significant type of change that must be delivered over the Term to realise specific Authority key strategic transformation objectives; ;
<b>"Charges"</b>	means the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 7.1 ( <i>Charges and Invoicing</i> ), including any Milestone Payment, Monthly Service Charge and/or Ad Hoc Charges;
<b>"CHECK Scheme"</b>	means the scheme for penetration testing of data processing systems operated by the National Cyber Security Centre;
<b>"Child Labour Legislation"</b>	means those International Labour Law Conventions concerning exploitation of children through the performance of work which is likely to be hazardous to or interfere with a child's health or development, including but not limited to slavery, trafficking, debt bondage or forced labour, which are ratified and enacted into domestic law and directly applicable to the Contractor in the jurisdictions(s) in which it performs this Agreement;
<b>"Class 1 Transaction"</b>	means has the meaning set out in the listing rules issued by the UK Listing Authority;
<b>"CNI"</b>	means Critical National Infrastructure;

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<b>"Commercial Officer"</b>	means the commercial officer identified by the Authority from time to time;
<b>"Commercially Sensitive Information"</b>	<p>means the information listed in Schedule 4.2 (<i>Commercially Sensitive Information</i>) comprising the information of a commercially sensitive nature relating to:</p> <ul style="list-style-type: none"><li>(a) the pricing of the Services;</li><li>(b) details of the Contractor's IPRs; and</li><li>(c) the Contractor's business and investment plans;</li></ul> <p>which the Contractor has indicated to the Authority that, if disclosed by the Authority, would cause the Contractor significant commercial disadvantage or material financial loss;</p>
<b>"Comparable Service"</b>	means 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);
<b>"Comparable Supply"</b>	means the supply of services to another customer of the Contractor that are the same or similar to any of the Services;
<b>"Comparison Group"</b>	means in relation to a Comparable Service, a sample group of organisations providing the Comparable Service identified by the Benchmarking under Paragraph 3.8 of Schedule 7.3 ( <i>Benchmarking</i> ) which consists of organisations which are either of similar size to the Contractor or which are similarly structured in terms of their business and their service offering so as to be (in the Benchmarking's professional opinion) fair comparators with the Contractor or which, in the professional opinion of the Benchmarking, 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;
<b>"Compensation Payment"</b>	means the payment calculated in accordance with Paragraph 5 of Schedule 7.2 ( <i>Payments on Termination</i> );
<b>"Conditions Precedent"</b>	has the meaning given in Clause 4.4 ( <i>Conditions Precedent</i> );
<b>"Confidential Information"</b>	<p>means:</p> <ul style="list-style-type: none"><li>(a) Information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Agreement that relates to:<ul style="list-style-type: none"><li>(i) the Disclosing Party Group; or</li></ul></li></ul>

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- (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 Agreement 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 Agreement;
  - (c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Agreement and all matters arising therefrom; and
  - (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 Agreement or breach of a duty of confidentiality;
  - (iv) was independently developed without access to the Confidential Information; or
  - (v) relates to the Contractor's:
    - 1. performance under this Agreement; or
    - 2. failure to pay any Sub-Contractor as required pursuant to Clause 18.15 (a) (*Supply Chain Protection*);

**"Configuration Management Database" or "CMDB"**

shall have the meaning as set out in Paragraph 5.5 (*Change Management System*) of Appendix 1 to Part 13

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(*IT Service Management*), Annex M to Schedule 2.1 (*Services Description*);

**"Contract Amendment Report"**

means the contract amendment report to be provided by the Contractor to the Authority pursuant to Paragraph 1 of Part B of Schedule 7.5 (*Financial Reports and Audit Rights*);

**"Contract Breakage Costs"**

mean the amounts payable by the Contractor 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 Agreement calculated in accordance with Paragraph 2 of Schedule 7.2 (*Compensation on Termination*);

**"Contract Change"**

any change to this Agreement other than an Operational Change;

**"Contractor Change Manager"**

means the person appointed to that position by the Contractor from time to time and notified in writing to the Authority;

**"Contract Change Procedure"**

means the procedure set out in Schedule 8.2 (*Change Control Procedure*);

**"Contract Performance Notice"**

means a notice served by the Authority in accordance with Paragraph 2.8 of Part A of Schedule 2.2 (*Performance Indicators*) advising the Contractor that the level of performance is such that a KPI Failure has or is likely to occur and requiring the Contractor to take appropriate steps to remedy the identified KPI Failure;

**"Contract Year"**

means:

- (a) the period commencing on the Effective Date and ending on the day immediately preceding the day before the first anniversary of the Operational Service Commencement Date; and
- (b) thereafter a period of 12 months commencing on each anniversary of the Operational Service Commencement Date;

provided that the final Contract Year shall end on the expiry or termination of the Term;

**"Contractor Background IPRs"**

- (a) Intellectual Property Rights owned by the Contractor before the Effective Date, for example those subsisting in the Contractor's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Contractor's Know-How or generic business methodologies; and/or
- (b) Intellectual Property Rights created by the Contractor independently of this Agreement,



	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 Contractor subsisting in the Contractor Software;
<b>"Contractor COTS Background IPRs"</b>	any embodiments of Contractor Background IPRs that:  (a) the Contractor makes generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Contractor save as to price; and  (b) has a Non-trivial Customer Base;
<b>"Contractor COTS Software"</b>	Contractor Software (including open source software) that:  (a) the Contractor makes generally available commercially prior to the date of this Agreement (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Contractor save as to price; and  (b) has a Non-trivial Customer Base;
<b>"Contractor Equipment"</b>	means the hardware, computer and telecoms devices and equipment used by the Contractor or its Sub-Contractors (but not hired, leased or loaned from the Authority) for the provision of the Services;
<b>"Contractor Group"</b>	means the Contractor, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
<b>"Contractor IPRs Claim"</b>	any claim against the Contractor of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any Authority Background IPRs, Authority Materials or Authority Software save for any such claim to the extent that it is caused by any use by or on behalf of the Contractor of any such software or IPRs for a purpose not reasonably to be inferred from the Services Description or the provisions of this Agreement;
<b>"Contractor Non-COTS Background IPRs"</b>	means any embodiments of Contractor Background IPRs that have been delivered by the Contractor to the Authority and that are not Contractor COTS Background IPRs;
<b>"Contractor Non-COTS Software"</b>	means Contractor Software that is not Contractor COTS Software;
<b>"Contractor Non-Performance"</b>	has the meaning given in Clause 36.1 ( <i>Authority Cause</i> );
<b>"Contractor Personnel"</b>	means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Sub-Contractor engaged in the performance of the Contractor's obligations under this Agreement;

"Contractor Representative"	means the representative appointed by the Contractor pursuant to Clause 13.2 ( <i>Representatives</i> );
"Contractor Request"	means a notice served by the Contractor 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;
"Contractor Software"	means software which is proprietary to the Contractor (or an Affiliate/Associated Company of the Contractor) and which is or will be used by the Contractor for the purposes of providing the Services, including the software specified as such in Schedule 5 ( <i>Software</i> );
"Contractor Solution"	means the Contractor's solution for the Services set out in Schedule 4.1 ( <i>Contractor Solution</i> ) including any Appendices or Annexes to that Schedule and any documents referred to in Schedule 4.1;
"Contractor System"	means the information and communications technology system used by the Contractor and its Sub-Contractors in implementing and performing the Services including the Software, the Contractor Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Authority System);
"Contractor Termination Event"	<ul style="list-style-type: none"><li>(a) the Contractor's level of performance constituting a Critical Performance Failure;</li><li>(b) the Contractor committing a material Default which is irremediable;</li><li>(c) as a result of the Contractor's Default, the Authority incurring Losses in any Contract Year which exceed ■■■ of the value of the aggregate annual liability cap for that Contract Year as set out in Clause 30.4(c) (<i>Financial Limits</i>);</li><li>(d) a Remedial Adviser Failure;</li><li>(e) a Rectification Plan Failure;</li><li>(f) where a right of termination is expressly reserved in this Agreement, including pursuant to:<ul style="list-style-type: none"><li>(i) Clause 19 (<i>IPRs Indemnity</i>);</li><li>(ii) Clause 44.6(b) (<i>Prevention of Fraud and Bribery</i>);</li><li>(iii) Paragraph 4 of Schedule 7.4 (<i>Financial Distress</i>); and/or</li><li>(iv) Paragraph 3 (<i>Termination Rights</i>) of Part 2 to Schedule 8.6 (<i>Business Continuity and Disaster Recovery Planning</i>);</li></ul></li></ul>

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- (g) the representation and warranty given by the Contractor pursuant to Clause 3.2(i) (*Warranties*) being materially untrue or misleading;
- (h) the Contractor committing a material Default under Clause 12.11 (*Promoting Tax Compliance*) or failing to provide details of steps being taken and mitigating factors pursuant to Clause 12.11 (*Promoting Tax Compliance*) which in the reasonable opinion of the Authority are acceptable;
- (i) the Contractor committing a material Default under any of the following Clauses which, where capable of remedy, is not remedied within 30 days or such other period of remedy as is provided for under the Agreement:
  - (i) Clause 5.9(l) (*Services*);
  - (ii) Clause 28 (*Data Protection*);
  - (iii) Clause 27 (*Transparency and Freedom of Information*);
  - (iv) Clause 26 (*Confidentiality*); and
  - (v) Clause 40 (*Compliance*);
  - (vi) Clause 50 (*Conflicts of Interest*) and/or
  - (vii) in respect of any security requirements set out in Schedule 2.1 (*Services Description*), Schedule 2.4 (*Security Management*) or the Baseline Security Requirements; and/or
  - (viii) in respect of any requirements set out in Schedule 9.1 (*Staff Transfer*);
- (j) any failure by the Contractor to implement the changes set out in a Benchmark Report as referred to in Paragraph 5.9 of Schedule 7.3 (*Benchmarking*);
- (k) an Insolvency Event occurring in respect of the Contractor or the Guarantor;
- (l) the Guarantee ceasing to be valid or enforceable for any reason (without the Guarantee being replaced with a comparable guarantee to the satisfaction of the Authority with the Guarantor or with another guarantor which is acceptable to the Authority);
- (m) a change of Control of the Contractor or a Guarantor unless:
  - (i) the Authority has given its prior written consent to the particular change of Control, which subsequently takes place as proposed;

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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;
- (n) a change of Control of a Key Sub-Contractor unless, within 6 months of being notified by the Authority that it objects to such change of Control, the Contractor terminates the relevant Key Sub-contract and replaces it with a comparable Key Sub-contract which is approved by the Authority pursuant to Clause 18.10 (*Appointment of Key Sub-Contractors*);
- (o) any failure by the Contractor to enter into or to materially fail to comply with an Admission Agreement under the Annex to either Part A or Part B of Schedule 9.1 (*Staff Transfer*);
- (p) the Authority has become aware that the Contractor 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 Agreement;
- (q) a material failure by the Contractor to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law; or
- (r) by reason of a breach of Clause 44 (*Prevention of Fraud and Bribery*);

**"Contract Finder"**

means the Government's publishing portal for public sector procurement opportunities;

**"Control"**

means possession by a person, direct or indirect, of the power direct or cause the direction of the management and policies of another person (whether through the ownership of voting shares, by contract, or otherwise) and "Controls" and "Controlled" shall be construed accordingly;

**"Controller"**

shall have the same meaning as in Article 4 of the GDPR;

**"Core Hours"**

Means 7.00 a.m. to 7.30 p.m. Monday to Friday

**"Corporate Change Event"**

means:

- (a) any change of Control of the Contractor or a Parent Undertaking of the Contractor;
- (b) any change of Control of any member of the Contractor Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services;

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(c) any change to the business of the Contractor or any member of the Contractor Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services;

(d) a Class 1 Transaction taking place in relation to the shares of the Contractor or any Parent Undertaking of the Contractor 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 the Contractor or any Parent Undertaking of the Contractor;

(f) payment of dividends by the Contractor or the ultimate Parent Undertaking of the Contractor Group exceeding 25% of the Net Asset Value of the Contractor or the ultimate Parent Undertaking of the Contractor Group respectively in any 12 month period;

(g) an order is made or an effective resolution is passed for the winding up of any member of the Contractor Group;

(h) any member of the Contractor 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 the Contractor 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 the Contractor 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 the Contractor 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 the Contractor Group in a jurisdiction outside England and Wales;

**"Corporate Failure to Prevent Offence"**

shall have the meaning set out in Part 3 of the CFA 2017 and guidance published under it;

**"Corporate Resolution Planning Information"**

means together the:

(a) Group Structure Information and Resolution Commentary; and

**"Correct Figure"**

(b) UK Public Sector and CNI Contract Information;

means any Incorrect Figure which is substantially duly acknowledged and corrected by the Office for National Statistics or the relevant government department with responsibility for the publication of the relevant Indices;

**"Costs"**

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

(a) the cost to the Contractor or a Key Sub-contractor (as the context requires) of engaging the Contractor Personnel, including:

(i) base salary paid to the Contractor Personnel;

(ii) employer's national insurance contributions;

(iii) employer pension contributions (other than the Employer 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 Contractor to the Authority or (to the extent that risk and title in any Asset is not held by the Contractor) any cost actually incurred by the Contractor 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 Contractor in the delivery of

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the Services;

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 7.3 (Benchmarking); and
- (vii) non-cash items (including depreciation, amortisation, impairments and movements in provisions);

<b>"Counter Notice"</b>	has the meaning given in Paragraph 6.2 of Schedule 8.3 ( <i>Dispute Resolution Procedure</i> );
<b>"CPP Milestone"</b>	means each Key Milestone other than the Transition Milestone
<b>"Credit Rating Level"</b>	means a credit rating level as specified in Annex 1 ( <i>Credit Ratings and Financial Target Thresholds</i> ) to Schedule 7.4 ( <i>Financial Distress</i> );
<b>"Credit Rating Threshold"</b>	means the minimum Credit Rating Level for each entity in the FDE Group as set out in Annex 1 ( <i>Credit Ratings and Financial Target Thresholds</i> ) to Schedule 7.4 ( <i>Financial Distress</i> ) ;
<b>"Critical Business Functions and Outputs"</b>	means all outputs/services deemed critical after a business impact assessment is conducted;
<b>"Critical Impact"</b>	means an error that causes non-recoverable conditions, e.g. it is not possible to continue using the Deliverable, the Deliverable crashes, there is database or file corruption, or data loss;
<b>"Critical National Infrastructure"</b>	<p>means 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"><li>(a) major detrimental impact on the availability, integrity or delivery of essential services – including those</li></ul>

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 national security, national defence, or the functioning of the UK;

**"Critical Performance Failure"**

means:

- (a) where the Contractor fails to meet a Key Performance Indicator for three (3) consecutive months; and/or
- (b) in respect of any month the Contractor fails to meet [REDACTED] or more of the Key Performance Indicators.

**"Critical Service Contract"**

means the overall status of this Agreement as determined by the Authority and specified in Paragraph 1.1 of Part 2 to Schedule 8.6 (*Business Continuity and Disaster Recovery Planning*);

**"CRP Information"**

means the Corporate Resolution Planning Information which means, together, the:

- a) Group Structure Information and Resolution Commentary; and
- b) UK Public Sector and CNI Contract Information;

**"CSM Risk Assessment Process"**

means the risk assessment process which forms part of the Cyber Security Model and is used to measure the Cyber Risk Level for this Agreement and any Sub-contract;

**"CSM Supplier Assurance Questionnaire"**

means the supplier assessment questionnaire which forms part of the Cyber Security Model to be used by the Contractor to demonstrate compliance with the cyber security requirements;

**"Cyber Security Implementation Plan"**

means the plan referred to in Paragraph 7.2 of Appendix 1 to Schedule 2.4 (*Security Management*) including but not limited to any risk-balance case and mitigation measures required by the Authority;

**"Cyber Security Instructions"**

means DEFSTAN 05-138, together with any relevant ISN and specific security instructions relating to this Agreement issued by the Authority to the Contractor;

**"Cyber Security Model" and "CSM"**

mean the process by which the Authority ensures that MOD Identifiable Information is adequately protected from Cyber Incident and includes the CSM Risk Assessment Process, DEFSTAN 05-138 and the CSM Supplier Assurance Questionnaire;

**"Data"**

means any data, text, drawings, diagrams, images or



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	sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media;
<b>"Data Centre"</b>	means a dedicated space used to house computer systems and associated components;
<b>"Data Loss Event"</b>	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
<b>"Data Processor"</b>	has the meaning given in the DPA 2018;
<b>"Data Protection Impact Assessment"</b>	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
<b>"Data Protection Legislation"</b>	means (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time; (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;
<b>"Data Protection Officer"</b>	shall have the same meaning as the DPA 2018;
<b>"Data Subject Access Request"</b>	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
<b>"Data Subject"</b>	shall have the same meaning as in the DPA 2018;
<b>"DBS"</b>	means Defence Business Services;
<b>"DBS Mil Pers &amp; Vets Design Standards &amp; Principles"</b>	means the DBS Military Personnel & Veterans Design Standards & Principles, being design standards and principles;
<b>"Dedicated Contractor Personnel"</b>	means all Contractor Personnel then assigned to the Services or any part of the Services. If the Contractor is unsure as to whether Contractor 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;
<b>"Deductions"</b>	means all Failure Charges, Delay Payments or Permanent Deductions paid or payable to the Authority under this Agreement;
<b>"Default"</b>	means any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or

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statement:

- (a) in the case of the Authority, of its employees, servants, agents; or
- (b) in the case of the Contractor, of its Sub-Contractors or any Contractor Personnel,

in connection with or in relation to the subject-matter of this Agreement and in respect of which such Party is liable to the other;

**"Defect"**

means:

- (a) any error, damage or defect in the manufacturing of a Deliverable; or
- (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or
- (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
- (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;

**"Defect Management System"**

has the meaning given in Paragraph 1.4 to Part 3 (Testing Procedures for Deliverables) of Schedule 6.2 (*Testing Procedures*);

**"DEFSTAN 05-138"**

means the Defence Standard 05-138 as amended or replaced from time to time;

**"Delay"**

means:

- (a) a delay in the Achievement of a Milestone by its Milestone Date; or
- (b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Transition Plan;
- (c) a delay in the design, development, testing or implementation of a Deliverable by the relevant date

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	set out in the Transformation Plan;
<b>"Delay Deduction Period "</b>	means the period of 60 days commencing on the Milestone Date for the Transition Milestone;
<b>"Delay Payments"</b>	means the amounts payable by the Contractor to the Authority in respect of a Delay in Achieving the Transition Milestone as specified in Schedule 7.1 ( <i>Charges and Invoicing</i> );
<b>"Delay Period"</b>	means the period commencing on the relevant Milestone Date and ending on the date on which a Milestone Achievement Certificate is issued in respect of the Delayed Services in accordance with this Agreement;
<b>"Delayed Services"</b>	means those Services that the Contractor is not ready to perform/cannot perform from relevant Milestone Date;
<b>"Deliverable"</b>	means an item or feature delivered or to be delivered by the Contractor at or before a Milestone Date or at any other stage during the performance of this Agreement;
<b>"Deliverable Criteria"</b>	means, in respect of a Deliverable the test success criteria set out in the Test Specification;
<b>"Deliverable Description"</b>	means the document agreed between the Parties in accordance with Paragraph 2.4 to Part 2 of Schedule 6.2 ( <i>Testing Procedure</i> );
<b>"Department"</b>	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:  (a) Government Department; or  (b) Non-Ministerial Department;
<b>"Dependent Parent Undertaking"</b>	means 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 the Contractor 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 Agreement, including for the avoidance of doubt the provision of the Services in accordance with the terms of this Agreement;
<b>"Deposited Software"</b>	means those items of Contractor Non-COTS Software or Third Party Non-COTS Software which the Authority requires the Contractor to deposit in escrow and includes those items of software designated as such in Schedule 5 ( <i>Software</i> );
<b>"Desk Instruction"</b>	means an internal reference document that details the

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	activities and actor(s) required to perform a process;
"Detailed Relationship Management Plan"	means the plan developed in accordance with Paragraph 2 of Schedule 8.1 ( <i>Governance</i> );
"Detailed Transformation Plan"	means the plan developed and revised from time to time in accordance with Paragraphs 6 and 7 of Part 2 ( <i>Transformation Plan</i> ) of Schedule 6. ( <i>Transition and Transformation Plan</i> );
"Detailed Transition Plan"	means the plan developed and revised from time to time in accordance with Paragraphs 3 and 4 of Part 1 ( <i>Transition</i> ) of Schedule 6.1 ( <i>Transition and Transformation Plan</i> );
"Disclosing Party Group"	means: <ul style="list-style-type: none"><li>(a) where the Disclosing Party is the Contractor, the Contractor and any Affiliates/Associated Company of the Contractor; and</li><li>(b) where the Disclosing Party is the Authority, the Authority and any Central Government Body with which the Authority or the Contractor interacts in connection with this Agreement;</li></ul>
"Disclosing Party"	has the meaning given in Clause 26.1 ( <i>Confidentiality</i> );
"Dispute"	means any dispute, difference or question of interpretation arising out of or in connection with this Agreement, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
"Dispute Notice"	means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
"Dispute Resolution Procedure"	means the dispute resolution procedure set out in Schedule 8.3 ( <i>Dispute Resolution Procedure</i> );
"Documentation"	means descriptions of the Services and Performance Indicators, 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),

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configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation as:

- (a) is required to be supplied by the Contractor to the Authority under this Agreement;
- (b) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide Services;
- (c) is required by the Contractor in order to provide the Services; and/or
- (d) has been or shall be generated for the purpose of providing the Services;

### **"Documentation Deliverables"**

means any Deliverables that take the form of Documentation;

### **"DOTAS"**

means 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;

### **"Due Diligence Information"**

means any information supplied to the Contractor by or on behalf of the Authority prior to the Effective Date;

### **"Earned Expenses"**

means all amounts recognised as costs in accordance with generally accepted accounting principles within the United Kingdom but excluding taxation, funding and similar costs, Pass Through Costs, Severance Costs and non-cash items (including but not limited to any depreciation and amortization charges outside the scope of this Agreement and impairments and movements in provisions) incurred by the Contractor during the relevant Gain Share Period;

### **"Earned Gain"**

means Earned Revenue less Earned Expenses, divided by Earned Revenue and expressed as a percentage;

### **"Earned Revenue"**

means all Charges (other than (i) Pass Through Costs and (ii) any Severance Costs) paid or payable to the Contractor by the Authority under this Agreement during the relevant Gain Share Period;

**"Effective Date"**

means the later of:

- (a) the date on which this Agreement is signed by both Parties; and
- (b) the date on which the Conditions Precedent have been satisfied or waived in accordance with Clause 4.4 (*Conditions Precedent*);

**"EIRs"**

means 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;

**"Electronic Information"**

means all information generated, processed, transferred or otherwise dealt with under or in connection with the Agreement, including but not limited to Data, recorded or preserved on any information system or electronic communications network;

**"Emergency Change"**

means has the meaning ascribed in Paragraph 9.1 of Schedule 8.2 (*Change Control Procedure*);

**"Emergency Exit"**

means any termination of this Agreement which is a:

- (a) termination of the whole or part of this Agreement in accordance with Clause 38 (*Termination Rights*), except where the period of notice given under that Clause is greater than or equal to 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 38 (*Termination Rights*); or
- (c) wrongful termination or repudiation of this Agreement by either Party;

**"Emergency Maintenance"**

means ad hoc and unplanned maintenance provided by the Contractor where:

- (a) the Authority 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 Contractor of the same; or
- (b) the Contractor 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"**

means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way

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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;
- (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;

**"Employee Liability Information"**

has the same meaning as in Regulation 11(2) of the Transfer Regulations;

**"Employee List"**

means the list of Expected Authority Transferees plus the information listed in Part A of Appendix 3 of Part 1 in Schedule 9.1 (*Staff Transfer*) for those Expected Authority Transferees;

**"Employer Contributions"**

shall have the meaning as set out in Part 3 to Schedule 9.1 (*Staff Transfer*);

**"Employing Sub-Contractor"**

means any sub-contractor of the Contractor providing all or any part of the Services who employed or engages or will employ or engage any person in connection with the provision of the Services including but not limited to the Authority Employees, Previous Contractor Employees or Unexpected Employees;

**"Employment Costs"**

means recruitment costs in respect of the provision of the Services, those costs of employing the employees of the Authority and/or any reasonable termination costs, including, without limitation, statutory or enhanced

redundancy payments (but excluding costs arising from acts or omissions of the Contractor and/or Employing Sub-Contractor, and/or any payment which the Contractor and/or any Employing Sub-Contractor is not obliged to make by contract or statute and/or any compensation, payment, costs or awards (whether protective or otherwise) in connection with claims of unfair dismissal, discrimination and claims in respect of a protective award under the Trade Union and Labour Relations (Consolidation) Act 1992 (save where such claims are as a result of an act or omission of the Authority));

**"End User"**

means any person authorised by the Authority to use the IT Environment and/or the Services;

**"Enquiry Service"**

means an enquiry service that acts as a telephone "front office" and first point of contact for all Pay and Personnel Record, Pensions and IT enquiries. The element of the Enquiry Service that deals with IT issues is known as the 'help desk' and is the Service provided by the Contractor to respond to and forward for resolution of IT, applications and Contractor System fault diagnosis and rectification for the systems as detailed in Schedule 2.1 (*Services Description*);

**"Enterprise Agreement"**

means an agreement between a third party and the Contractor or a Sub-Contractor which is used to provide the Services but which is not exclusively entered into for the purpose of providing the Services;

**"Enterprise Architecture"**

means the practise of undertaking enterprise-wide ICT analysis, design, planning and implementation, aligned to the Authority's business objectives;

**"Entry Criteria"**

means the criteria that must be satisfied before a Test Stage can begin as defined in the Test Plan and/or Test Specifications;

**"Environment"**

describes the physical and logical construct, where a collection of application and technology components are instantiated to support the provision of the Service for either Production, Disaster Recovery or Development purposes;

**"Equivalent Services Data"**

means 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 3.8(b) and 3.9 of Schedule 7.3 (*Benchmarking*) provided that the Benchmarker 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 Benchmarker;



<b>"Error Threshold"</b>	means the level of errors above which a Test Stage is deemed to be unsuccessful;
<b>"Estimated Year 1 Charges"</b>	means the estimated Charges payable by the Authority during Contract Year 1, as set out in the Financial Model;
<b>"Euro Compliant"</b>	<p>means that: (i) the introduction of the euro within any part(s) of the UK shall not affect the performance or functionality of any relevant items nor cause such items to malfunction, end abruptly, provide invalid results or adversely affect the Authority's business; (ii) all currency-reliant and currency-related functions (including all calculations concerning financial data) of any relevant items enable the introduction and operation of the euro; and (iii) in particular each and every relevant item shall, to the extent it performs or relies upon currency-related functions (including all calculations concerning financial data):</p> <ul style="list-style-type: none"><li>(a) be able to perform all such functions in any number of currencies and/or in euros;</li><li>(b) during any transition phase applicable to the relevant part(s) of the UK, be able to deal with multiple currencies and, in relation to the euro and the national currency of the relevant part(s) of the UK, dual denominations;</li><li>(c) recognise accept, display and print all the euro currency symbols and alphanumeric codes which may be adopted by any government and other European Union body in relation to the euro;</li><li>(d) incorporate protocols for dealing with rounding and currency conversion;</li><li>(e) recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the national currency of the relevant part(s) of the UK and/or the euro; and</li><li>(f) permit the input of data in euro and display an outcome in euro where such data, supporting the Authority's normal business practices, operates in euro and/or the national currency of the relevant part(s) of the UK;</li></ul>
<b>"Event Management"</b>	means the management processes and measures in place to indicate when something is not functioning correctly, leading to an Incident being logged which must identify Events, analyse and determine the appropriate control activity or action to prevent an Incident and/or service interruption;
<b>"Evergreen"</b>	means the requirement that Software is always within one

release of the current approved version (unless agreed with the Authority) with a clear upgrade or migration path identified, running on a sufficient and capable platform throughout the life of this Agreement and capable of supporting the provision of the Services in accordance with the requirements set out in this Agreement (albeit such services may be provided by a replacement supplier) for a minimum of 2 years after the expiry or termination of this Agreement;

**"Exclusive Assets"**

means those Assets used by the Contractor or a Sub-contractor which are used exclusively in the provision of the Services;

**"Existing Estate Architecture"**

means the extant IT Environment technical estate;

**"Exit Criteria"**

means the criteria that must be satisfied before a Test Stage is completed as defined in the Test Plan and/or Test Specifications;

**"Exit Information"**

has the meaning given in Paragraph 2.1 of Schedule 8.5 (*Exit Management*);

**"Exit Management"**

means services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Contractor to the Authority and/or a Replacement Contractor, as set out or referred to in Schedule 8.5 (*Exit Management*);

**"Exit Manager"**

means the person appointed by each Party pursuant to Paragraph 1.3 of Schedule 8.5 (*Exit Management*) for managing the Parties' respective obligations under this Schedule;

**"Exit Plan"**

means the plan produced and updated by the Contractor during the Term in accordance with Paragraph 3 of Schedule 8.5 (*Exit Management*);

**"Expected Authority Transferee"**

means an employee of the Authority whom the Authority considers is assigned or whose principal purpose is to provide the Services to be provided by the Contractor and/or an Employing Sub-Contractor prior to the Relevant Authority Transfer Date and who the Authority expects to transfer to the Contractor or an Employing Sub-Contractor on the Relevant Authority Transfer Date;

**"Expedited Dispute Timetable"**

means the reduced timetable for the resolution of Disputes set out in Paragraph 2 of Schedule 8.3 (*Dispute Resolution Procedure*);

**"Expert"**

means in relation to a Dispute, a person appointed in accordance with Paragraph 5.2 of Schedule 8.3 (*Dispute Resolution Procedure*) to act as an expert in relation to that Dispute;

<b>"Expert Determination"</b>	means determination by an Expert in accordance with Paragraph 5 of Schedule 8.3 ( <i>Dispute Resolution Procedure</i> );
<b>"Failure Charge"</b>	means a sum deductible from the Charges in respect of the failure by the Contractor to meet one or more Key Performance Indicators, as calculated in accordance with Paragraph 2.3 of Part A to Schedule 2.2 ( <i>Performance Levels</i> ); ;
<b>"Failure Charge Cap"</b>	means [REDACTED] of the Monthly Service Charge for the relevant month ;
<b>"Fast Track Procedure"</b>	means any Contract Change which the Parties agree to expedite in accordance with Paragraph 8 of Schedule 8.2 ( <i>Change Control Procedure</i> );
<b>"Fast Track Request Form"</b>	means a written request for a Fast Track Change which shall be substantially in the form set out in Appendix 4 of Schedule 8.2 ( <i>Change Control Procedure</i> );
<b>"Field Acceptance Testing"</b>	has the meaning given to it in Paragraph 8.1 of Schedule 6.2 ( <i>Testing Procedure</i> );
<b>"Final List"</b>	means the list of Expected Authority Transferees as at 28 days prior to the Relevant Authority Transfer Date, plus the information listed in Part B of Appendix 3 of Schedule 9.1 Part 1 ( <i>Staff Transfer</i> ) in respect of those Expected Authority Transferees;
<b>"Final Reconciliation Report"</b>	means the final reconciliation report to be provided by the Contractor to the Authority pursuant to Paragraph 1 of Part B of Schedule 7.5 ( <i>Financial Reports and Audit Rights</i> );
<b>"Financial Distress Event"</b>	means the occurrence of one or more of the events listed in Paragraph 3.1 of Schedule 7.4 ( <i>Financial Distress</i> );
<b>"Financial Distress Remediation Plan"</b>	means a plan setting out how the Contractor will ensure the continued performance and delivery of the Services in accordance with this Agreement in the event that a Financial Distress Event occurs;
<b>"Financial Model"</b>	means the Initial Financial 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 B of Schedule 7.5 ( <i>Financial Reports and Audit Rights</i> );
<b>"Financial Reports"</b>	means the Initial Financial Report, the reports listed in the table in Paragraph 1.1 of Part B of Schedule 7.5 ( <i>Financial Reports and Audit Rights</i> ) and the reports listed in Appendix 2 ( <i>Additional Reports</i> ) to Schedule 7.5 ( <i>Financial Reports and Audit Rights</i> );
<b>"Financial Representative"</b>	means a reasonably skilled and experienced member of the Contractor's staff who has specific responsibility for

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	preparing, maintaining, facilitating access to, discussing and explaining the Open Book Data and Financial Reports;
<b>"Financial Transparency Objectives"</b>	has the meaning given in Paragraph 1 of Part A of Schedule 7.5 ( <i>Financial Reports and Audit Rights</i> );
<b>"First Draft Delivery Date"</b>	means the date by which the Contractor shall submit a first draft of the relevant Documentation Deliverable to the Authority;
<b>"First Payment Milestone Achievement Criteria"</b>	has the meaning given in Paragraph 8.3 ( <i>Finalisation of First Payment Milestone Achievement Criteria</i> ) of Schedule 6.1 ( <i>Transition and Transformation Plans</i> );
<b>"FOIA"</b>	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant Central Government Body in relation to such Act;
<b>"Force Majeure Event"</b>	means any event outside the reasonable control of either Party affecting its performance of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Contractor or the Contractor Personnel or to any industrial dispute relating to the Authority or the Authority's personnel and suppliers (other than the Contractor);
<b>"Force Majeure Notice"</b>	means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
<b>"Foreign Tax Evasion Offence"</b>	means shall have the meaning set out in Part 3 of the CFA 2017 and guidance published under it;
<b>"Former Authority Employee"</b>	means at any time any person whose employment with the Authority is transferred to the Contractor or a Sub-contractor pursuant to the Transfer Regulations and/or any person who is a former employee of the Authority and whose employment with a Previous Contractor is transferred to the Contractor or a Sub-contractor pursuant to the Transfer Regulations and who is for the time being employed by the Contractor or an Employing Sub-contractor provided that since such person was employed by the Authority (a) he has not ceased to be eligible for

	membership of the Schemes; and (b) any change in his employer has been effected pursuant to the Transfer Regulations;
"Gain Share"	means the mechanism for gain share as set out in Part C of Schedule 7.1 ( <i>Charges and Invoicing</i> );
"Gain Share Amount"	means the Earned Gain at the expiry of the relevant Gain Share Period;
"Gain Share Calculation"	means the calculation of the Gain Share Amount as prepared from time to time in accordance with Part C of Schedule 7.1 ( <i>Charges and Invoicing</i> );
"Gain Share Period"	means the period in respect of which a Gain Share Calculation is made pursuant to Part C of Schedule 7.1 ( <i>Charges and Invoicing</i> );
"GDPR"	means the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	means: <ul style="list-style-type: none"><li>(a) the legislation in Part 5 of the Finance Act 2013; and</li><li>(b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;</li></ul>
"General Change in Law"	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Contractor) or which affects or relates to a Comparable Supply;
"Good Industry Practice"	means at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert Contractor of services similar to the Services to a customer like the Authority, such Contractor seeking to comply with its contractual obligations in full and complying with applicable Laws;
"Good Value"	means in relation to a Benchmarked Service, that: <ul style="list-style-type: none"><li>(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</li><li>(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;</li></ul>

"GPG"	means Good Practice Guide;
"Group Structure Information and Resolution Commentary"	means the information relating to the Contractor Group to be provided by the Contractor in accordance with Paragraphs 1 to 4 and Appendix 1 of Part 2 of Schedule 8.6 ( <i>Business Continuity and Disaster Recovery Planning</i> );
"Guarantee"	means the deed of guarantee in favour of the Authority entered into by the Guarantor on or about the date of this Agreement (which is in the form set out in Schedule 10 ( <i>Guarantee</i> )), or any guarantee acceptable to the Authority that replaces it from time to time;
"Guarantor"	means Sopra Steria Limited, a company registered in England and Wales with company number 04077975 and whose registered office is at Three, Cherry Trees Lane, Hemel Hempstead, Hertfordshire, HP2 7AH;
"Halifax Abuse Principle"	means the principle explained in the CJEU Case C-255/02 Halifax and others;
"Hardware"	means in the context of ICT, refers to the physical elements that make up a computer or electronic system and everything else involved that is physically tangible;
"Health and Safety Policy"	means the health and safety policy of the Authority and/or other relevant Central Government Body as provided to the Contractor on or before the Effective Date and as subsequently provided to the Contractor 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"	means the single point of contact help desk set up and operated by the Contractor for the purposes of this Agreement;
"HMRC"	means Her Majesty's Revenue and Customs;
"Impact Assessment"	means an assessment of any Change Request in accordance with Paragraph 7 of Schedule 8.2 ( <i>Change Control Procedure</i> );
"Incident"	means an operational event, which is not part of the standard operation of a system or Service;
"Incident Priority"	means the impact codes set out at Appendix 2 to Annex M of Part 15 of Schedule 2.1 ( <i>Service Description – Technical &amp; Applications</i> );
"Incorrect Figures"	means any error or mistake in the publication of figures for any of the Indices;
"Indemnified Person"	means the Authority and each and every person to whom the Authority (or any direct or indirect sub-licensee of the Authority) sub-licenses, assigns or novates any Relevant

IPRs or rights in Relevant IPRs in accordance with this Agreement;

**"Index"** means the Office for National Statistics (ONS) index [REDACTED];

**"Indexation"** means the adjustment made to the Charges in accordance with Paragraph 8 of Schedule 7.1 (*Charges and Invoicing*);

**"Indexation Review Date"** (a) shall be as set out in Paragraph 8 of Part A of Schedule 7.1 (*Charges and Invoicing*);

**"Information"** means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);

**"Information Communications and Technology" or "ICT"** means those technologies that provide access to information through telecommunications (including but not limited to the Hardware, the Software, and the Network);

**"Initial Financial Model"** means the initial financial model in a form agreed by the Contractor and the Authority in writing on or before the Effective Date;

**"Initial Financial Report"** means the report to be provided by the Contractor to the Authority pursuant to paragraph 1 of Part B of Schedule 7.5 (*Financial Reports and Audit Rights*), as set out in Appendix 1 (Initial Financial Report) to Schedule 7.5 (*Financial Reports and Audit Rights*);

**"Insolvency Continuity Plan"** means a plan which seeks to ensure the continuity of the Services in the event of an Insolvency Event of the Contractor, any Key Sub-Contractor and/or Contractor Group member;

**"Insolvency Event"** with respect to any person means:

- (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 a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or
  - (ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 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 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, a LLP or a partnership:
  - (i) a petition is presented (which is not dismissed within 14 days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that 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 a 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



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- (g) any event occurs, or proceeding is taken, with respect to that in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;

**"Intellectual Property Rights" or "IPRs"**

means:

- (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;
- (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
- (c) all other rights having equivalent or similar effect in any country or jurisdiction;

**"Intervention Cause"**

has the meaning given in Clause 34.1 (*Remedial Adviser*);

**"Intervention Notice"**

has the meaning given in Clause 34.1 (*Remedial Adviser*);

**"Intervention Period"**

has the meaning given in Clause 34.3 (*Remedial Adviser*);

**"Intervention Trigger Event"**

means:

- (a) any event falling within limb (a), (b), (c), (e), (f) or (g) of the definition of a Contractor Termination Event;
- (b) a Default by the Contractor that is materially preventing or materially delaying the performance of the Services or any material part of the Services;
- (c) the Contractor accruing Failure Charges which meet or exceed ■■■ of the Failure Charge Cap; and/or
- (d) the Contractor not Achieving a Key Milestone within 75 days of its relevant Milestone Date;

**"ISMS"**

means the information security management system and processes developed by the Contractor in accordance with Paragraph 3 of Schedule 2.4 (*Security Management*) as updated from time to time in accordance with this Agreement;

**"ISN"**

means Industry Security Notices issued by the Authority to the Contractor whether directly or by issue on the gov.uk website at:  
<https://www.gov.uk/government/publications/industry-security-notices-isns>;

**"ISS"**

means information systems and services;

<b>"Issued Property"</b>	means any item of Government Furnished Equipment (GFE) issued or otherwise furnished to the Contractor in connection with this Agreement by or on behalf of the Authority, as listed in Annex 1 of Schedule 11.3 ( <i>Issued Property</i> );
<b>"IT Environment"</b>	means the Authority System and the Contractor System;
<b>"ITIL"</b>	means the information technology instruction library;
<b>"ITSCM"</b>	means information technology service continuity management;
<b>"ITSM"</b>	means information technology service management;
<b>"ITSM Maturity Assessment"</b>	an independent assessment of the maturity of the ITSM through CMMI (or another recognised industry standard provider) intended to ensure continual improvement of the ITSM capability and provide the Authority with a measure of the progress of operational Maturity of both the Contractor's and Authority's ITSM capability, to be assigned an Maturity Level measured against each Maturity Characteristics;
<b>"ITSM Plan"</b>	means a plan of the development and implementation of all ITSM processes, taking input from the ITSM Maturity Assessment;
<b>"Joint Architecture Board"</b>	means a control and approval board within the JAG framework, consisting of Architecture Management Office and Authority Design Assurance representatives, which enforces and oversees the Enterprise Architecture Management;
<b>"Joint Architecture Governance"</b>	means the framework under which the Authority Design Assurance and Architecture Management Office work, to collaboratively define and enforce the governance of the Enterprise Architecture;
<b>"Joint Architecture Governance Board"</b>	means the body described in Paragraph 7 of Schedule 8.1 ( <i>Governance</i> );
<b>"Joint Change Advisory Board" or "JCAB"</b>	means the body described in Paragraph 6 of Schedule 8.1 ( <i>Governance</i> );
<b>"JSyCC WARP"</b>	means the Joint Security Co-ordination Centre MOD Defence Industry Warning, Advice and Reporting Point or any successor body notified by way of ISN;
<b>"Key Milestone"</b>	means (i) the Transition Milestone or (ii) any Transformation Milestone identified in the Service Tower Milestone Roadmap as a key milestone;
<b>"Key Performance Indicator" or "KPI"</b>	means those performance indicators identified as such in Annex A to Schedule 2.2 ( <i>Performance Levels</i> );
<b>"Key Personnel"</b>	means those persons appointed by the Contractor to fulfil

the Key Roles, being the persons listed in Schedule 9.2 (*Key Personnel*) against each Key Role as at the Effective Date or as amended from time to time in accordance with Clauses 17.6 and 17.7 (*Key Personnel*);

**"Key Roles"**

means a role described as a Key Role in Schedule 9.2 (*Key Personnel*) and any additional roles added from time to time in accordance with Clause 17.5 (*Key Personnel*);

**"Key Sub-contract"**

means each Sub-contract with a Key Sub-Contractor;

**"Key Sub-Contractor"**

means any Sub-Contractor:

- (a) which, in the opinion of the Authority acting reasonably, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or
- (b) with a Sub-contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Agreement (as set out in the Financial Model);

**"Know-How"**

means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the Services but excluding know how already in the other Party's possession before this Agreement;

**"KPI Failure"**

means a failure to meet the Target Performance Level in respect of a Key Performance Indicator;

**"Law"**

means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Contractor is bound to comply;

**"Leased Premises"**

means those areas of Centurion Building, HMS Sultan, Gosport identified in the Authority Lease;

**"Legacy Assets"**

means the assets identified in the Legacy Assets List;

**"Legacy Assets List"**

means the list attached to this Agreement at Annex 4 to Appendix 4 (*Allowable Assumptions*) to Schedule 7.1 (*Charges and Invoicing*);

**"Legacy Contracts"**

means the third party contracts used exclusively by the Previous Contractor to deliver the Legacy Services immediately prior to the Operational Service Commencement Date;

<b>"Legacy Contracts List"</b>	means the list of Legacy Contracts, as set out in Annex 2 ( <i>Legacy Contracts List</i> ) to Appendix 4 ( <i>Allowable Assumptions</i> ) to Schedule 7.1 ( <i>Charge and Invoicing</i> );
<b>"Legacy Services"</b>	means the services provided to the Authority by the Previous Contractor immediately prior to the Operational Services Commencement Date;
<b>"Legacy Software"</b>	means the software used by the Previous Contractor in the provision of the Legacy Services immediately prior to the Operational Service Commencement Date
<b>"Legacy Software List"</b>	means the list of Legacy Software, as set out in Annex 3 ( <i>Legacy Software List</i> ) to Appendix 4 ( <i>Allowable Assumptions</i> ) to Schedule 7.1 ( <i>Charge and Invoicing</i> );
<b>"Licensed Premises"</b>	has the meaning in Paragraph 1.1(a) of Schedule 11.2 ( <i>Licenses and Leases</i> );
<b>"Licensed Software"</b>	means all and any Software licensed by or through the Contractor, its Sub-Contractors or any third party to the Authority for the purposes of or pursuant to this Agreement, including any Contractor Software, Third Party Software and/or any Specially Written Software;
<b>"Little Impact"</b>	means an error that causes a minor problem, for which no workaround is required, and which has no impact on the current Test or Test Stage, or other Deliverables;
<b>"Losses"</b>	means losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
<b>"Maintenance Schedule"</b>	shall have the meaning set out in Clause 11.4 ( <i>Maintenance</i> );
<b>"Major Change"</b>	shall have the meaning given in Appendix 1 (Categories of Change) to Schedule 8.2 ( <i>Change Control Procedure</i> );
<b>"Major Impact"</b>	means an error for which, as reasonably determined by the Contractor, there is no practicable workaround available, and which:  (a) causes the Deliverable to become unusable; or  (b) causes a lack of functionality, or unexpected functionality, that has an impact on the current Test or Test Stage; or  (c) has an adverse impact on any other Deliverable;
<b>"Malicious Software"</b>	means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code

or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

**"Management Information"**

means the management information specified in Schedule 2.2 (*Performance Levels*), Schedule 7.1 (*Charges and Invoicing*) and Schedule 8.1 (*Governance*) to be provided by the Contractor to the Authority;

**"Master HR List"**

means the list setting out information on the Authority Employees, Previous Contractor Employees, contractors and agency staff, as annexed to this Agreement as Annex 1 to Appendix 4 (*Allowable Assumptions*) to Schedule 7.1 (*Charges and Invoicing*);

**"Material Change"**

means a Change which:

- (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:
  - (i) ■■■ or more; or
  - (ii) ■■■ or more;

**"Mature IT Service Management"**

means the achievement of level-4 maturity, as detailed in Part 13 of Schedule 2.1 (*Service Description - IT Service Management*);

**"Measurement Period"**

means in relation to a Performance Indicator, the period over which the Contractor's performance is measured (for example, a Service Period if measured monthly or a 12 month period if measured annually);

**"Mediation Notice"**

has the meaning given in Paragraph 3.2 of Schedule 8.3 (*Dispute Resolution Procedure*);

**"Mediator"**

means the independent third party appointed in accordance with Paragraph 4.2 of Schedule 8.3 (*Dispute Resolution Procedure*) to mediate a Dispute;

**"Microservices"**

means a software development technique which is a variant of the Service-Oriented Architecture architectural style that structures an application as a collection of loosely coupled services;

**"Milestone"**

means an event or task identified as such in the Transition Plan or Transformation Plan (as applicable) which, if applicable, shall be completed by the relevant Milestone Date;

**"Milestone Achievement Certificate"**

means the certificate to be granted by the Authority when the Contractor has Achieved a Milestone, which shall be in substantially the same form as that set out in Appendix 3 of Schedule 6.2 (*Testing Procedures*);

<b>"Milestone Achievement Criteria"</b>	means the criteria for Achievement of a Milestone as set out in the relevant Draft Transformation Milestone Achievement Certificate set out in Annex B to Part 2 ( <i>Transformation</i> ) of Schedule 6.1 ( <i>Outline Plans</i> );
<b>"Milestone Adjustment Payment Amount"</b>	means 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 Contractor 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;
<b>"Milestone Adjustment Payment Notice"</b>	has the meaning given in Clause 39.7 ( <i>Payments by the Contractor</i> );
<b>"Milestone Date"</b>	means the target date set out against the relevant Milestone in the Transition Plan or Transformation Plan (as applicable) by which the Milestone must be Achieved;
<b>"Milestone Payment"</b>	means a payment identified in Schedule 7.1 ( <i>Charges and Invoicing</i> ) to be made following the issue of a Milestone Achievement Certificate;
<b>"Milestone Retention"</b>	has the meaning given in Schedule 7.1 ( <i>Charges and Invoicing</i> );
<b>"Military Personnel"</b>	means members of the Armed Forces;
<b>"Minor Change"</b>	shall have the meaning given in Appendix 1 (Categories of Change) to Schedule 8.2 ( <i>Change Control Procedure</i> );
<b>"Minor Impact"</b>	means an error which:  (a) causes a Deliverable to become unusable; or  (b) causes a lack of functionality, or unexpected functionality, but that does not impact on the current Test or Test Stage; or  (c) has an impact on any other Deliverable or any other area of the manufacture and supply of Deliverables;  but for which, as reasonably determined by the Contractor, there is a practicable workaround available;
<b>"Mitcheldean Contract"</b>	means the contract between the Previous Contractor and

	<p>██████ under which the Previous Contractor is entitled to occupy the Mitcheldean data centre and receive support services including power and air conditioning;</p>
<b>"MOD"</b>	<p>means Ministry of Defence;</p>
<b>"MoD Core Network"</b>	<p>means a single communications infrastructure that provides the entire Defence community with a managed LAN to LAN service, at OFFICIAL-SENSITIVE level (e.g. network cables, switches, routers, etc.). For the avoidance of doubt, the legacy naming for MCN is Restricted LAN Interconnect (RLI); Assured LAN Interconnect (ALI); and Official LAN Interconnect (OLI);</p>
<b>"MOD Identifiable Information"</b>	<p>means all Electronic Information which is attributed to or could identify an existing or proposed MOD capability, defence activities or personnel and which the MOD requires to be protected against loss, misuse, corruption, alteration and unauthorised disclosure;</p>
<b>"MODCERTS"</b>	<p>means a notification of security vulnerabilities issued by the Ministry of Defence Computer Emergency Response Team;</p>
<b>"MODNet"</b>	<p>means the latest iteration of the Authority's End User accessed devices and networked systems with common provisioned Software tooling, which replaces DII and may be changed or updated from time to time;</p>
<b>"Monitored Suppliers"</b>	<p>means those entities specified in Annex 1 (<i>Credit Ratings and Financial Target Thresholds</i>) of Schedule 7.4 (<i>Financial Distress</i>);</p>
<b>"month"</b>	<p>means a calendar month and "<b>monthly</b>" shall be interpreted accordingly;</p>
<b>"Monthly Charge"</b>	<p>means the monthly charge calculated in accordance with Paragraph 4.7 of Part A of Schedule 7.1 (<i>Charges and Invoicing</i>);</p>
<b>"Monthly Service Charge"</b>	<p>means the fixed monthly service charge payable in accordance with Paragraph 4 of Part A to Schedule 7.1 (<i>Charges and Invoicing</i>);</p>
<b>"Multi-Party Dispute"</b>	<p>means a Dispute which involves the Parties and one or more Related Third Parties;</p>
<b>"Multi-Party Dispute Representatives"</b>	<p>has the meaning given in Paragraph 8.6 of Schedule 8.3 (<i>Dispute Resolution Procedure</i>);</p>
<b>"Multi-Party Dispute Resolution Board"</b>	<p>has the meaning given in Paragraph 8.6 of Schedule 8.3 (<i>Dispute Resolution Procedure</i>);</p>
<b>"Multi-Party Dispute Resolution Procedure"</b>	<p>has the meaning given in Paragraph 8.1 of Schedule 8.3 (<i>Dispute Resolution Procedure</i>);</p>
<b>"Multi-Party Procedure Initiation"</b>	<p>has the meaning given in Paragraph 8.2 of Schedule 8.3</p>

<b>"Notice"</b>	<i>(Dispute Resolution Procedure);</i>
<b>"Net Book Value"</b>	means the net book value of the relevant Asset(s) calculated in accordance with the depreciation policy of the Contractor set out in the letter in the agreed form from the Contractor to the Authority of the same date as this Agreement;
<b>"Network"</b>	means a digital telecommunications network which allows computer systems to share resources and communicate;
<b>"New Fair Deal"</b>	means the revised Fair Deal policy set out in HM Treasury's guidance "Fair Deal for staff pensions: staff transfers from central government" issued in October 2013;
<b>"New Provider"</b>	means any Replacement Contractor or providers engaged to provide the Services (or part thereof) or substantially similar services or the Authority itself where the Services or substantially similar services or part thereof continue to be provided by the Authority after partial termination, termination or expiry of this Contract;
<b>"New Releases"</b>	means an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;
<b>"Non-Available"</b>	means in relation to the IT Environment or the Services, that the IT Environment or the Services are not available;
<b>"Non-Exclusive Assets"</b>	means those Assets (if any) which are used by the Contractor or a Key Sub-contractor in connection with the Services but which are also used by the Contractor or Key Sub-contractor for other purposes of material value;
<b>"Non-Party IPRs"</b>	shall have the meaning given in Clause 23.2(d) ( <i>Open Source Publication</i> );
<b>"Non-retained Deliverables"</b>	means 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;
<b>"Normal Change"</b>	shall have the meaning given in Appendix 1 (Categories of Change) to Schedule 8.2 ( <i>Change Control Procedure</i> );
<b>"Non-trivial Customer Base"</b>	means a significant customer base with respect to the date of first release and the relevant market but excluding Affiliates and other entities related to the licensor;
<b>"Notifiable Default"</b>	shall have the meaning given in Clause 32.1 ( <i>Rectification Plan Process</i> );



**"NSA/DSA"**

means, as appropriate, the National or Designated Security Authority of the Contractor that is responsible for the oversight of the security requirements to be applied by the Contractor and for ensuring compliance with applicable national security regulations;

**"Object Code"**

means software and/or data in machine-readable, compiled object code form;

**"Occasion of Tax Non-Compliance"**

means:

- (a) any tax return of the Contractor 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:
  - (i) a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
  - (ii) the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;

**"Open Book Data"**

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

- (a) the Contractor'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

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number and grade/role of all Contractor Personnel (free of any contingency) together with a list of agreed rates against each manpower grade; and

- (c) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Contractor's Profit Margin; Overheads;
- (d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services;
- (e) the Contractor 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 the Contractor;
- (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"**

means 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;

**"Open Source Publication Material"**

means shall have the meaning given in Clause 23.2(e) (*Open Source Publication*);

**"Operating Environment"**

means the Authority System and the Sites;

**"Operational Change"**

means a change:

- a) which is required within the scope of the Services as set out in Schedule 2.1 (*Services Description*);
- 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) includes:
  - (i) delivery of the Detailed Transformation Plan in accordance with the Schedule 6.1 (*Transition and Transformation*); and
  - (ii) changes to the Contractor's operational procedures

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	and which in all respects, when implemented will not increase the Charges and will not result in any other cost to the Authority;
"Operational Change Procedure"	means the procedure set out in Paragraph 5 of Schedule 8.2 ( <i>Change Control Procedure</i> );
"Operational Service Commencement Date ("OSCD or SCD")"	means in relation to the Operational Services, the later of: (a) the date identified in the Transition Plan upon which the Operational Service is to commence; and (b) the date upon which the Contractor Achieves the Transition Milestone;
"Operational Services"	means all or any part of the Services other than the Transition Services;
"Ordinary Exit"	means any termination of this Agreement which occurs: (a) pursuant to Clause 38 ( <i>Termination Rights</i> ) where the period of notice given by the Party serving notice to terminate pursuant to such Clause is greater than or equal to 6 months; or (b) as a result of the expiry of the Term;
"Other Contractor"	means any supplier or contractor to the Authority (other than the Contractor) which is notified to the Contractor from time to time and/or of which the Contractor should have been aware;
"Outline Relationship Management Plan"	means the outline plan set out in Appendix 3 of Schedule 8.1 ( <i>Governance</i> ) ;
"Outline Transformation Plan"	means the outline plan set out at Annex C ( <i>Outline Transformation Plan</i> ) to Part 2 ( <i>Transformation</i> ) of Appendix 1 ( <i>Outline Plans</i> ) of Schedule 6.1 ( <i>Transition and Transformation Plan</i> );
"Outline Transition Plan"	means the outline transition plan set out at Annex A to Part 1 ( <i>Transition</i> ) of Appendix 1 ( <i>Outline Plans</i> ) of Schedule 6.1 ( <i>Transition and Transformation Plan</i> );
"Overheads"	means those amounts which are intended to recover a portion of the Contractor's of the Key Sub-Contractor's (as the context requires): (a) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs) (b) support functions including: (i) legal/human resources; (ii) finance/billing; (iii) commercial contracts;

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	(iv) supply chain;
	(v) facilities expenses (contribution to the Contractor's service and office locations)
	(vi) account management and delivery management within the region;
	(c) corporate general management and administration;
<b>"Parchments"</b>	has the meaning ascribed to it in Paragraphs I11, I12 and I13 of Schedule 2.1, Annex I ( <i>Services Description – Docs and Wills</i> );
<b>"Parent Undertaking"</b>	has the meaning set out in Section 1162 of the Companies Act 2006;
<b>"Partial Termination"</b>	means the partial termination of this Agreement to the extent that it relates to the provision of any part of the Services as further provided for in Clause 38.2(b) ( <i>Termination by the Authority</i> ) or 38.4 ( <i>Termination by the Contractor</i> ) or otherwise by mutual agreement by the Parties;
<b>"Parties" and "Party"</b>	have the meanings respectively given on page 1 of this Agreement;
<b>"Pass Through Cost"</b>	means the costs that are to be reimbursed by the Authority as calculated in accordance with Paragraph 6 of Part A of Schedule 7.1 ( <i>Charges and Invoicing</i> );
<b>"Patch"</b>	means an Update to Software generated as required by the Contractor, Sub-Contractor or relevant Third-Party Software provider to rectify identified shortfalls in the delivered Software and may include fixes or workarounds;
<b>"Payment Milestone"</b>	means a Milestone identified in a Service Tower Milestone Roadmap in respect of which the Contractor shall be entitled to a Milestone Payment following Achievement of such Milestone;
<b>"PCMT Hierarchy"</b>	means a document that details the known processes of the Authority and the Contractor for JPA and Pensions;
<b>"PCSPS"</b>	means the Principal Civil Service Pension Scheme established under The Superannuation Act 1972;
<b>"Performance Assessment Report "</b>	means the weekly Performance Assessment Report, the format of which has had the Authority's written approval prior to the Operational Services Commencement Date;
<b>"Performance Failure"</b>	means a KPI Failure or a SPI Failure;
<b>"Performance Indicators" or "PI"</b>	means a Key Performance Indicator or a Subsidiary Performance Indicator;;
<b>"Performance Management Meeting"</b>	has the meaning in Paragraph 2.10 of Part A of Schedule 2.2 ( <i>Performance Indicators</i> );

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<b>"Performance Measurement Period"</b>	means the period over which an individual Performance Indicator is measured (e.g. monthly, Quarterly etc.) as set out against the relevant Performance Indicator in the Annexes appended to Schedule 2.1 (Services Description) or in Annex A to Schedule 2.2 (Performance Levels);
<b>"Performance Monitoring Report"</b>	has the meaning given in Paragraph 1.3(a) of Part B of Schedule 2.2 ( <i>Performance Levels</i> );
<b>"Performance Review Meeting"</b>	means the regular meetings between the Contractor and the Authority to manage and review the Contractor's performance under this Agreement, as further described in Paragraph 1 of Part B of Schedule 2.2 ( <i>Performance Levels</i> );
<b>"Performance Scorecard Report"</b>	has the meaning given in Paragraph 1.3(b) of Part B of Schedule 2.2 ( <i>Performance Levels</i> );
<b>"Performance Test"</b>	has the meaning given to it in Paragraph 8 of Part 3 to Schedule 6.2 ( <i>Testing Procedure</i> );
<b>"Permanent Deduction"</b>	means any monies permanently retained by the Authority pursuant to Paragraph 2.7(b) of Part A of Schedule 2.2 ( <i>Performance Levels</i> );
<b>"Permitted Maintenance"</b>	has the meaning given in Clause 11.4 ( <i>Maintenance</i> );
<b>"Personal Data"</b>	shall have the same meaning as in the DPA 2018;
<b>"Personal Data Breach"</b>	shall have the same meaning as in the DPA 2018;
<b>"Planned Assurance Date"</b>	has the meaning given to it in Paragraph 4.2(f) of Schedule 6.2 ( <i>Testing Procedure</i> );
<b>"Portfolio Management Board"</b>	means the body described in Paragraph 4 of Schedule 8.1 ( <i>Governance</i> );
<b>"Prevention Procedures"</b>	shall have the meaning set out in Part 3 of the CFA 2017 and guidance published under it;
<b>"Previous Contractor Employee"</b>	means an employee of a Previous Contractor or Previous Contractor's Sub-Contractor (including but not limited to Former Authority Employees) who immediately before the Previous Contractor Relevant Transfer Date is assigned to carry out the services to be carried out by the Contractor or Sub-Contractor under this Contract and who has not been dismissed, resigned, been reassigned or objected to the Previous Contractor Relevant Transfer;
<b>"Previous Contractor Relevant Transfer Date"</b>	means the date on which a Previous Contractor Relevant Transfer is effected for Previous Contractor Employees;
<b>"Previous Contractor Relevant Transfer"</b>	means a transfer to the Contractor or an Employing Sub-Contractor of a Previous Contractor Employee pursuant to this Agreement and the Transfer Regulations;
<b>"Previous Contractor"</b>	means [REDACTED] (company registration number: [REDACTED] and the following Sub-

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Contractors:

Response	Percentage
Yes, the current administration is responsible	45%
No, the current administration is not responsible	5%
Both the current administration and the previous administration are responsible	35%
Neither the current administration nor the previous administration is responsible	15%

Response	Percentage
Yes, the current administration is responsible	55%
No, the current administration is not responsible	45%

[REDACTED]

[REDACTED]

**"Privileged Users"**

means those ICT staff (particularly system and database administrators and those responsible for system auditing and protecting monitoring) who have been granted a higher level of vetting and management than normal End Users, as identified in conjunction with the system accreditor during the accreditation process;

**"Problem"**

means the underlying root cause of the Incident, which shall have the meaning as set out in ITIL;

**"Process"**

has the meaning given to it under the DPA 2018 and **"Processed"** and **"Processing"** shall be construed accordingly;

**"Process Review"**

means a review of a Contractor or an Authority process in accordance with the Assurance Rolling Review Programme;

**"Processor"**

has the meaning given to it under the DPA 2018;

**"Production Environment"**

means the Technical Infrastructure (including all Hardware and Software) situated either permanently or temporarily at any of the Contractor Premises or at any Authority Premises and which Technical Infrastructure is used by the Contractor to operate the supported Applications in the delivery of the live services;

**"Profit Already Paid"**

the Contractor profit paid or payable to the Contractor under this Agreement for the period from the Effective Date up to (and including) the Termination Date;

**"Prohibited Act"**

means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority 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 Agreement;
- (c) an offence:
  - (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);



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- (ii) under legislation or common law concerning fraudulent acts; or
- (iii) defrauding, attempting to defraud or conspiring to defraud the Authority; or
- (d) any activity, practice or conduct which would constitute one of the offences listed under © above if such activity, practice or conduct had been carried out in the UK;

**"Project Specific IPRs"**

means:

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

but shall not include the Contractor Background IPRs, Third Party Background IPRs or the Specially Written Software;

**"Protective Measures"**

means 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 the such measures adopted by it;

**"Public Sector Dependent Supplier"**

means a supplier where that supplier, or that supplier's group has Annual Revenue of £50million or more of which over 50% is generated from UK Public Sector Business;

**"Quality Plans"**

has the meaning given in Clause 6.1 (*Quality Plans*);

**"Quarter"**

means the first three Service Periods and each subsequent three Service Periods (save that the final Quarter shall end on the date of termination or expiry of this Agreement);

**"Quarterly Contract Report"**

means the report to be provided by the Contractor to the Authority pursuant to Paragraph 1 of Part B of Schedule 7.5 (*Financial Reports and Audit Rights*);

**"Rate card(s)"**

means the Contractor's rate cards(s) set out in Appendix 3 of Schedule 7.1 (*Charges and Invoicing*);

**"Rating Agencies"**

means the rating agencies listed in Annex 1 to Schedule

7.4 (*Financial Distress*).

<b>"Recipient"</b>	has the meaning given in Clause 26.1 ( <i>Confidentiality</i> );
<b>"Records"</b>	has the meaning given in Schedule 8.4 ( <i>Records Provisions</i> );
<b>"Recovery Point Objectives"</b>	means the maximum targeted period in which data (transactions) might be lost from an IT service due to a major incident;
<b>"Recovery Time Objectives"</b>	means the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity;
<b>"Rectification Plan"</b>	means a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default;
<b>"Rectification Plan Failure"</b>	<p>means:</p> <ul style="list-style-type: none"><li>(a) the Contractor failing to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in Clauses 32.4 (<i>Submission of the draft Rectification Plan</i>) or 32.7 (<i>Agreement of the Rectification Plan</i>) and the Contractor failing to submit or resubmit within 5 Working Days after having been notified of its failure to do so;</li><li>(b) the Authority, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Contractor pursuant to Clause 32.8 (<i>Agreement of the Rectification Plan</i>) and the Contractor failing to remedy the defects in that revised draft within 5 Working Days;</li><li>(c) the Contractor failing to rectify a material Default:<ul style="list-style-type: none"><li>(i) where the Parties have agreed a Rectification Plan in respect of that material Default and the Contractor can demonstrate that it is implementing the Rectification Plan in good faith, the date specified in the Rectification Plan by which the Contractor must rectify the material Default;</li></ul></li><li>(d) the Contractor not Achieving a Key Milestone by the expiry of the Delay Deduction Period; and/or</li><li>(e) following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of 6 months for the same (or substantially the same) root cause as that of the original Notifiable Default;</li></ul>

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<b>"Rectification Plan Process"</b>	means the process set out in Clauses 32.4 ( <i>Submission of the Rectification Plan</i> ) to 32.9 ( <i>Agreement of the Rectification Plan</i> );
<b>"Redundancy Costs"</b>	<p>means the total sum of any of the following sums paid to Applicable Contractor Personnel, each amount apportioned between the Contractor and the Authority based on the time spent by such employee on the Services as a proportion of the total Service duration:</p> <ul style="list-style-type: none"><li>(a) any statutory redundancy payment; and</li><li>(b) in respect of an employee who was a Previous Contractor Employee or a 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 Contractor 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 Contractor under the Transfer Regulations; and</li><li>(c) any employer's national insurance contributions on any such payments;</li></ul>
<b>"Registers"</b>	means the register and configuration database referred to in Paragraphs 1.1(a) and 1.1(b) of Schedule 8.5 ( <i>Exit Management</i> );
<b>"Regression Test"</b>	has the meaning given to it in Paragraph 8 of Schedule 6.2 ( <i>Testing Procedure</i> );
<b>"Regular Force"</b>	means all full time members of the Armed Forces;
<b>"Related Service Provider"</b>	means any person who provides services to the Authority in relation to this Agreement;
<b>"Related Third Party"</b>	<p>means a party to:</p> <ul style="list-style-type: none"><li>(a) another contract with the Authority or the Contractor which is relevant to this Agreement; or</li><li>(b) a Sub-contract;</li></ul>
<b>"Relation Management Forum"</b>	has the meaning described in Paragraph 10 of Schedule 8.1 ( <i>Governance</i> );
<b>"Relationship Management Plan"</b>	means the Outline Relationship Management Plan or (if and when approved by the Authority pursuant to Paragraph 2 of Schedule 8.1 ( <i>Governance</i> ) the Detailed Relationship Management Plan;
<b>"Release"</b>	has the meaning set out in Paragraph 5.9 of Part 13, Schedule 2.1

<b>"Released Withholding Deductions"</b>	has the meaning set out in Paragraph 2.17(c) of Part A to Schedule 2.2 ( <i>Performance Levels</i> );
<b>"Relevant Authority"</b>	means the Authority or, where the Contractor is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;
<b>"Relevant Authority Transfer Date"</b>	means the date on which a Relevant Transfer is effected for Authority Employees;
<b>"Relevant IPRs"</b>	means IPRs used to provide the Services or as otherwise provided and/or licensed by the Contractor (or to which the Contractor has provided access) to the Authority or a third party in the fulfilment of the Contractor's obligations under this Agreement including IPRs in the Specially Written Software, the Contractor Non-COTS Software, the Contractor 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 Contractor COTS Software, the Contractor COTS Background IPRs, the Third Party COTS Software and/or the Third Party COTS IPRs;
<b>"Relevant Requirements"</b>	means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;
<b>"Relevant Statutory Scheme"</b>	has the same meaning as in Regulation 8 of the Transfer Regulations;
<b>"Relevant Tax Authority"</b>	means HMRC, or, if applicable, a tax authority in the jurisdiction in which the Contractor is established;
<b>"Relevant Transfer"</b>	means a transfer to the Contractor or an Employing Sub-Contractor of the Authority Employees pursuant to this Agreement and the Transfer Regulations;
<b>"Relief Notice"</b>	has the meaning given in Clause 36.2 ( <i>Authority Cause</i> );
<b>"Remedial Adviser"</b>	means the person appointed pursuant to Clause 34.1 ( <i>Remedial Adviser</i> );
<b>"Remedial Adviser Failure"</b>	has the meaning given in Clause 34.7 ( <i>Remedial Adviser</i> );
<b>"Replacement Contractor"</b>	means 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);
<b>"Replacement Services"</b>	means any services which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination or Partial Termination of

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	this Agreement, whether those services are provided by the Authority internally and/or by any third party;
"Reportable SPIs"	has the meaning set out in Paragraph 1.3 of Part A to Schedule 2.2 (Performance Levels);
"Reporting Model"	shall have the meaning set out in Paragraph 12 of Part A of Schedule 7.1 ( <i>Charges and Invoicing</i> );
"Request for Estimate"	means a written request sent by the Authority to the Contractor, requiring that the Contractor provide it with an accurate estimate of the Termination Payment and Compensation Payment that would be payable if the Authority exercised its right under Clause 38.1(a) ( <i>Termination by the Authority</i> ) to terminate this Agreement for convenience on a specified Termination Date;
"Request For Information"	means a Request for Information under the FOIA or the EIRs;
"Required Action"	has the meaning given in Clause 35.1(a) ( <i>Step-In Rights</i> );
"Required Reports"	has the meaning given in Schedule 8.4 ( <i>Reports and Records Provisions</i> );
"Reserve Forces"	means is a general term used to describe the amalgamation of all Reserves;
"Reserve Service"	means an ex regular individual's reserve liability;
"Reserve" or "Reservist"	means any person who may be called upon, in the case of Volunteer Reserves, or recalled in the case of Reservist, for full-time service. The Reserve Forces Act introduces several categories of Reserve subject to differing terms and conditions of employment and Reservist shall be construed accordingly;
"Resolver Group"	shall have the meaning as set out in ITIL;
"Restricted Country"	means: <ul style="list-style-type: none"><li>(a) any country outside the European Economic Area, and</li><li>(b) any country not deemed adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC;</li></ul>
"Retained Deliverables"	has the meaning given in Clause 39.8(b) ( <i>Payments by the Contractor</i> );
"Risk Assessment"	means an assessment to be carried out by the Contractor of the activity, process, and systems associated BC and DR in accordance with ISO 22301;
"Risk Management"	means a process which supports the decision-making process to accurately assess risks and the associated impacts and potential benefits of actions in relation to the

ability to support and deliver the Services. Such Risk Management enables the identification of positive and negative risks to be analysed and a course of action to be determined based on value and impact to the Service Lifecycle, ensuring that the best possible outcome can be achieved;

**"Schemes"**

means the PCSPS, the Partnership Pension Account and its (i) Ill-health Benefits Scheme and (ii) Death Benefits Scheme, the Civil Service Additional Voluntary Contribution Scheme, and alpha each as amended or replaced from time to time, or such one of them as is or are relevant in context. Any reference to the Schemes includes, unless the context otherwise requires, a reference to the respective managers from time to time of the Schemes.

**"Scoping Document"**

means a document defining the boundaries of the specific process that subject to a Process Review;

**"Security and Personal Data Aspects Letter" or "(S&PDAL)"**

means the letter at Appendix 3 to Schedule 2.4 (*Security Management*);

**"Security Management Plan"**

means the Contractor's security plan as attached as Appendix 2 of Schedule 2.4 (*Security Management*) and as subsequently developed and revised pursuant to Paragraphs 4 and 5 of Schedule 2.4 (*Security Management*);

**"Security Patch"**

means a security Patch issued in order to mitigate or resolve a security vulnerability which has been identified within the system or any part thereof;

**"Security Policy Framework"**

means the security policy framework published by the Cabinet Office as updated from time to time including any details notified by the Authority to the Contractor;

**"Security Requirements"**

means the Authority's security requirements set out in this Agreement;

**"Security Risk Level"**

means the level of Cyber Risk relating to this Agreement or any Sub-contract assessed in accordance with the Cyber Security Model;

**"Security Tests"**

means tests carried out where relevant in accordance with the CHECK Scheme or to an equivalent standard to validate the ISMS and security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security;

**"Service Catalogue"**

means the Service Catalogue as more particularly described in Part 13 of Schedule 2.1 (*Services Description – Information Technology Service Management*);

**"Service Catalogue Management"**

shall have the meaning as set out in ITIL;

<b>"Service Charges"</b>	means the Monthly Service Charges made in accordance with Schedule 7.1 ( <i>Charges and Invoicing</i> ) in respect of the supply of the Operational Services;
<b>"Service Desk"</b>	means a form of help desk concerned with the primary discipline of IT service management (ITSM) as defined by the Information Technology Infrastructure Library (ITIL). It is intended to provide a single point of contact to meet the communication needs of both End Users and each Party's staff for business and technical matters;
<b>"Service Downtime"</b>	means any planned period of time during which any of the Services are not available;
<b>"Service Event"</b>	means an outcome or occurrence on a system or process as part of the performance of the Services, which may be benign (for example, an audit log message of a successful job completion) or may be the manifestation of an Problem that will become an Incident;
<b>"Service Improvement Plan" or "SIP"</b>	means the documented activities to be undertaken and their delivery timeline, to resolve a service delivery issue or implement an improvement opportunity under the ITIL process of 'Continual Service Improvement';
<b>"Service Lifecycle"</b>	shall have the meaning as set out in ITIL;
<b>"Service Review Board"</b>	means the body described in Paragraph 5 of Schedule 8.1 ( <i>Governance</i> );
<b>"Service Outage"</b>	means any unplanned period of time during which any of the Services are not available;
<b>"Service Period"</b>	means a calendar month, save that:  (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  (b) 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;
<b>"Service Portfolio"</b>	shall have the meaning as set out in ITIL;
<b>"Service Request"</b>	shall have the meaning as set out in ITIL;
<b>"Service Strategy Plan"</b>	means a Service Lifecycle based strategy which focuses on maturing and improving the Enterprise Architecture in meeting the transformational and business objectives of the Authority;
<b>"Service Tower"</b>	means a single defined component of the SIAM Service that can be contracted individually as a viable service in its

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own right which is co-ordinated and integration with other Tower services will be via the SIAM capability;

- "Service Tower Milestone Roadmap"** means a roadmap for a Service Tower as set out in Annex A to Part 2 (*Transformation*) of Schedule 6.1 (*Transition and Transformation Plans*);
- "Relevant Transfer Date"** has the meaning given in Schedule 9.1 (*Staff Transfer*);
- "Service Transformation Strategy"** means the document set out in Appendix 2 to Schedule 6.1 (*Transition and Transformation Plans*);
- "Service-Oriented Architecture"** means a style of system design where Services are provided to the other components by application components, through a communication protocol over a Network;
- "Services "** any and all of the services to be provided by the Contractor under this Agreement, including those set out in Schedule 2.1 (*Services Description*);
- "Severance Costs"** means the severance costs identified in the Initial Financial Model in the row entitled 'total severance' as updated at the Allowable Assumption Expiry Date;
- "Severity Level 1"** has the meaning set out in Schedule 6.2 (*Testing Procedures*)
- "Severity Level 2"** has the meaning set out in Schedule 6.2 (*Testing Procedures*)
- "Severity Level 3"** has the meaning set out in Schedule 6.2 (*Testing Procedures*)
- "Severity Level 4"** has the meaning set out in Schedule 6.2 (*Testing Procedures*)
- "Severity Level 5"** has the meaning set out in Schedule 6.2 (*Testing Procedures*)
- "Shortfall Period"** means:
- (a) where the Authority terminates this Agreement pursuant to Clause 38.1(a) (*Termination by the Authority*), a number of days equal to the number of days by which the notice given falls short of 365 days; or
  - (b) where the Contractor terminates this Agreement pursuant to Clause 38.3(a) (*Termination by the Contractor*), a number of days equal to the number of days by which the period from (and including) the date of the non-payment by the Authority to (and including) the Termination Date falls short of 365 days,

but in each case subject to the limit set out in Paragraph



	5.2 of Schedule 7.2 ( <i>Payments on Termination</i> );
<b>"Significant"</b>	means disruption to the Contractor System which would lead to unacceptably high impact(s) to the Authority (e.g. with respect to UK Military Operations and Human Resource management, delivery of Casualty and Compassionate services, information and people security, customer payments and veteran's welfare support, leading to loss of reputation, financial/legal penalties, high levels of customer dissatisfaction);
<b>"Sites"</b>	<p>means the premises set out in Schedule 11.1 (<i>Sites</i>) (including the Authority Premises, the Contractor's premises or third party premises):</p> <p>(a) from, to or at which:</p> <ul style="list-style-type: none"><li>(i) the Services are (or are to be) provided; or</li><li>(ii) the Contractor or any relevant Sub-contractor manages, organises or otherwise directs the provision or the use of the Services; or</li><li>(iii) and/or any sites from which the Contractor or any relevant Sub-contractor generates, processes, stores or transmits MOD Identifiable Information in relation to this Agreement;</li></ul> <p>(b) where:</p> <ul style="list-style-type: none"><li>(i) any part of the Contractor System is situated; or</li><li>(ii) any physical interface with the Authority System takes place;</li></ul>
<b>"SME"</b>	means 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;
<b>"Software"</b>	means Specially Written Software, Contractor Software and Third Party Software;
<b>"Software Supporting Materials"</b>	has the meaning given in Clause 20.1(b) ( <i>Specially Written Software and Project Specific IPRs</i> );
<b>"Solution Architecture"</b>	means the practice of defining and describing the architecture of a system to be delivered in context of a specific solution, in compliance with the Joint Architecture Governance framework;
<b>"Source Code"</b>	means computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all

related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software;

**"Specially Written Software"**

means any software (including database software, linking instructions, compilation instructions) created by the Contractor (or by a Sub-Contractor or other third party on behalf of the Contractor) specifically for the purposes of this Agreement, including any modifications or enhancements to Contractor Software or Third Party Software created specifically for the purposes of this Agreement;

**"Specific Change in Law"**

means a Change in Law that relates specifically to the business of the Authority as the provider of the U.K. armed forces and which would not affect a Comparable Supply;

**"SPI Failure"**

means a failure to meet the Target Performance Level in respect of a Subsidiary Performance Indicator;

**"Staff Vetting Procedures"**

means the Authority's procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989 and the Defence Business Services (DBS) Vetting Policy;

**"Standard Change"**

shall have the meaning given in Appendix 1 (Categories of Change) to Schedule 8.2 (*Change Control Procedure*);

**"Standards"**

means the standards, policies and/or procedures identified in Schedule 2.3 (*Standards*);

**"Standards Hub"**

means the Government's open and transparent standards adoption process as documented at <http://standards.data.gov.uk/>;

**"Step-In Notice"**

has the meaning given in Clause 35.1 (*Step-In Rights*);

**"Step-In Trigger Event"**

- (a) any event falling within the definition of a Contractor Termination Event;
- (b) a Default by the Contractor that is materially preventing or materially delaying the performance of the Services or any material part of the Services;
- (c) the Authority considers that the circumstances constitute an emergency despite the Contractor not being in breach of its obligations under this Agreement;
- (d) the Authority being advised by a regulatory body that the exercise by the Authority of its rights under Clause 35 (*Step-In Rights*) is necessary;

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	(e) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; and/or
	(f) a need by the Authority to take action to discharge a statutory duty;
<b>"Step-Out Date"</b>	has the meaning given in Clause 35.5(b) ( <i>Step-In Rights</i> );
<b>"Step-Out Notice"</b>	has the meaning given in Clause 35.5 ( <i>Step-In Rights</i> );
<b>"Step-Out Plan"</b>	has the meaning given in Clause 35.6 ( <i>Step-In Rights</i> );
<b>"Strategic Supplier"</b>	means those suppliers to government listed at <a href="https://www.gov.uk/government/publications/strategic-suppliers">https://www.gov.uk/government/publications/strategic-suppliers</a> ;
<b>"Sub-contract"</b>	means any contract or agreement (or proposed contract or agreement) between the Contractor (or a Sub-Contractor) and any third party whereby that third party agrees to provide to the Contractor (or the Sub-Contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof;
<b>"Sub-Contractor"</b>	means any third party with whom:  (a) the Contractor 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;
<b>"Subject Area"</b>	means a specific presentation layer in the MP&VRP and represents a view of the data that end users can see;
<b>"Sub-processor"</b>	means any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement;
<b>"Subsequent Relevant Transfer"</b>	means a transfer of the employment of Subsequent Transferring Employees from the Contractor or any Employing Sub-Contractor to a New Provider or the Authority under the Transfer Regulations;
<b>"Subsequent Transfer Date"</b>	means the date on which the transfer of a Subsequent Transferring Employee takes place under the Transfer Regulations;
<b>"Subsequent Transferring Employee"</b>	means an employee wholly or mainly employed or otherwise assigned to the Services (or in respect of partial termination, the relevant part of the Services) whose employment transfers under the Transfer Regulations from the Contractor or any Employing Sub-Contractor to a New Provider;
<b>"Subsidiary Performance Indicator"</b>	means those performance indicators in the annexes to

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	Schedule 2.1 ( <i>Service Description</i> ) other than the Key Performance Indicators;
"Subsidiary Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Successor Body"	has the meaning given in Clause 41.4 ( <i>Assignment and Novation</i> );
"Suggested Challenge"	means a submission to suggest the adoption of new or emergent standards in the format specified on Standards Hub;
"Supplier Cyber Protection Service"	means the CSM Risk Assessment Process and CSM Supplier Assurance Questionnaire;
"Supporting Documentation"	means sufficient information in writing to enable the Authority reasonably to assess whether the Charges and other sums due from the Authority detailed in the information are properly payable, including copies of any applicable Milestone Achievement Certificates or receipts;
"System Test"	has the meaning given to it in Paragraph 8 of Schedule 6.2 ( <i>Testing Procedure</i> );
"Target Performance Level"	means 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 the Annexes of Schedule 2.1 ( <i>Services Description</i> );
"Technical Infrastructure"	means the physical components of the Technical Infrastructure (being the Hardware listed in the Configuration Management Database and the Software listed in Schedule 5 ( <i>Software</i> ) up to the SDP on the MoD Core Network which are required to provide connectivity in order to deliver the Services and which, for the avoidance of doubt, includes 'Agencynet');
"Technical Refresh"	means the process whereby items of the Technical Infrastructure are replaced whether by new or previously used items, upgraded or (with the Authority's prior written consent) reconditioned such that, following the replacement, upgrade or reconditioning, the item of Technical Infrastructure conforms to accepted industry standards of performance and functionality existing at that time;
"Technology Roadmap"	means a set of documents and design artefacts that support the strategic and long-term planning of the technology solutions used to deliver the Services. It must provide a current state detailed view and assessment of all Technical Infrastructure, with an accurate record of the obsolescence dates, support level, upgrade path and

vendor plans for all products and components;

[REDACTED]

[REDACTED]  
[REDACTED] [REDACTED]  
[REDACTED]

**"Tender"**

means the Contractor's response to the Invitation to Submit Final Tenders issued by the Authority on 14<sup>th</sup> June 2019;

**"Term"**

means the period commencing on the Effective Date and, subject to earlier termination, ending on the seventh anniversary of the Operational Service Commencement Date;

**"Termination Assistance Notice"**

has the meaning given in Paragraph 4.1 of Schedule 8.5 (*Exit Management*);

**"Termination Assistance Period"**

means in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Contractor is required to provide the Termination Services as such period may be extended pursuant to Paragraph 4.1 of Schedule 8.5 (*Exit Management*);

**"Termination Date"**

means the date set out in a Termination Notice on which this Agreement (or a part of it as the case may be) is to terminate;

**"Termination Estimate"**

has the meaning given in Paragraph 10.2 of Schedule 7.2 (*Payments on Termination*);

**"Termination Notice"**

means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Agreement (or any part thereof) on a specified date and setting out the grounds for termination;

**"Termination Payment"**

means the payment determined in accordance with Schedule 7.2 (*Payments on Termination*);

**"Termination Services"**

means the services and activities to be performed by the Contractor pursuant to the Exit Plan, including those activities listed in Annex 1 of Schedule 8.5 (*Exit Management*), and any other services required pursuant to the Termination Assistance Notice;

**"Terms of Reference"**

has the meaning given in Paragraph 11.1 to Part 3 (Testing Procedures for Deliverables) of Schedule 6.2 (*Testing Procedures*);

**"Test Certificate"**

means the certificate materially in the form of the document contained in Appendix 2 to Schedule 6.2 (*Testing Procedure*) issued by the Authority when a Deliverable has satisfied the relevant Test Success Criteria;

<b>"Test Completion Report"</b>	means the Test Completion Report, the contents of which has had the Authority's written approval;
<b>"Test Data"</b>	means the data to be used for the purpose of conducting Tests which may include, subject to Paragraph 5.16 of Part 3 to Schedule 6.2 ( <i>Testing Procedure</i> ), an obfuscated version of the live data;
<b>"Test Failure"</b>	means where a Test of a Deliverable is recorded as unsuccessful because the relevant Test Success Criteria have not been met;
<b>"Test Environment Inventory"</b>	has the meaning given in Paragraph 1.7 to Part 3 (Testing Procedures for Deliverables) of Schedule 6.2 ( <i>Testing Procedures</i> );
<b>"Test Issue Management Log"</b>	means the log for the recording of errors and Test Issues;
<b>"Test Issue"</b>	means those issues identified during Testing which have resulted in the relevant Deliverable not meeting its Test Success Criteria;
<b>"Test Plan"</b>	means the plan developed pursuant to Paragraph 3 of Part 3 to Schedule 6.2 ( <i>Testing Procedure</i> ) for Testing any one or more of the Deliverables;
<b>"Test Report"</b>	means a report setting out the results of any Tests which shall include without limitation the information set out in Paragraph 10 of Part 3 to Schedule 6.2 ( <i>Testing Procedure</i> );
<b>"Test Specification(s)"</b>	means a document containing detailed information regarding an individual Test, as described in Paragraph 7 of Part 3 to Schedule 6.2 ( <i>Testing Procedure</i> );
<b>"Test Stage(s)"</b>	means an identified stage within a Test as described within Schedule 6.2 ( <i>Testing Procedure</i> ) or the Test Plan;
<b>"Test Strategy"</b>	shall have the meaning given in Paragraph 2.1 of Part 3 of Schedule 6.2 ( <i>Testing Procedure</i> );
<b>"Test Success"</b>	means where a Test of a Deliverable is recorded as successful because the relevant Test Success Criteria have been met;
<b>"Test Success Criteria"</b>	means the Assurance Criteria and/or the Deliverable;
<b>"Test Witness"</b>	means a person(s) appointed by the Authority pursuant to Paragraph 6 of Part 3 to Schedule 6.2 ( <i>Testing Procedure</i> );
<b>"Testing Procedures"</b>	means the applicable testing procedures set out in Schedule 6.2 ( <i>Testing Procedure</i> );
<b>"Testing Quality Audit"</b>	has the meaning given in Paragraph 6.1 ( <i>Test Quality Audit</i> ) of Schedule 6.2 ( <i>Testing Procedure</i> );
<b>"Tests" and "Testing"</b>	means any tests required to be carried out under this

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	Agreement, as further described in Schedule 6.2 ( <i>Testing Procedure</i> ) and " <b>Tested</b> " shall be construed accordingly;
"Test Toolset"	has the meaning given in Paragraph 1.5 to Part 3 (Testing Procedures for Deliverables) of Schedule 6.2 ( <i>Testing Procedures</i> );
"Third Party Beneficiary"	has the meaning given in Clause 48.1 ( <i>Third Party Rights</i> );
"Third Party Contract"	means a contract with a third party entered into by the Contractor or any Sub-Contractor exclusively for the purpose of delivering the Services, as listed in Schedule 4.4 ( <i>Third Party Contracts</i> );
"Third Party COTS IPRs"	means Third Party IPRs that: <ul style="list-style-type: none"><li>(a) the Third Party makes generally available commercially (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Contractor save as to price; and</li><li>(b) has a Non-trivial Customer Base;</li></ul>
"Third Party COTS Software"	means Third Party Software (including open source software) that: <ul style="list-style-type: none"><li>(a) the Third Party makes generally available commercially (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the Contractor save as to price; and</li><li>(b) has a Non-trivial Customer base;</li></ul>
"Third Party IPRs"	means Intellectual Property Rights owned by a third party but excluding Intellectual Property Rights owned by the third party subsisting in any Third Party Software;
"Third Party Non-COTS IPRs"	means Third Party IPRs that are not Third Party COTS IPRs;
"Third Party Non-COTS Software"	means Third Party Software that is not Third Party COTS Software;
"Third Party Provisions"	has the meaning given in Clause 48.1 ( <i>Third Party Rights</i> );
"Third Party Software"	means software which is proprietary to any third party (other than an Affiliate of the Contractor) or any Open Source Software which in any case is, will be or is proposed to be used by the Contractor or any Sub-Contractor for the purposes of providing the Services, including the software specified as such in Schedule 5 ( <i>Software</i> );
"Through Life Costs"	means the through life costs identified in the Financial Model ;
"Total Costs Incurred"	means the Costs incurred by the Contractor up to the Termination Date in the performance of this Agreement

	and detailed in the Financial Model (but excluding Contract Breakage Costs, Redundancy Costs and any costs the Contractor would not otherwise be able to recover through the Charges) less any Deductions up to (and including) the Termination Date;
"Traceability Matrix"	has the meaning in Paragraph 4 of Schedule 2.1 ( <i>Services Description</i> )
"Transfer Regulations"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate;
"Transferable Assets"	means those of the Exclusive Assets which are capable of legal transfer to the Authority;
"Transferable Contracts"	means the Sub-contracts, licences for Contractor's Software, licences for Third Party Software or other agreements which are used exclusively in the provision of the Services and necessary to enable the Authority or any Replacement Contractor to perform the Services or the Replacement Services, including in relation to licences all relevant Documentation;
"Transferring Assets"	has the meaning given in Paragraph 5.2(a) of Schedule 8.5 ( <i>Exit Management</i> );
"Transferring Contracts"	has the meaning given in Paragraph 5.2(c) of Schedule 8.5 ( <i>Exit Management</i> );
"Transferring Employees"	means Previous Contractor Employees and Authority Employees;
"Transferring WIP"	means all work in progress that has not been completed by the outgoing contractor(s) and which the Contractor shall assume responsibility for in accordance with Schedule 2.1 ( <i>Services Description</i> );
"Transformation"	has the meaning given in the Strategic Transformation Strategy;
"Transformation Management Board"	means the board described in Paragraph 8 of Schedule 8.1 ( <i>Governance</i> );
"Transformation Plan"	means the Outline Transformation Plan or (if and when approved by the Authority pursuant to Paragraph 6 of Schedule 6.1 ( <i>Transition and Transformation Plan</i> )) the Detailed Transformation Plan as updated in accordance with Paragraph 7 of Schedule 6.1 ( <i>Transition and Transformation Plan</i> ) from time to time;
"Transformation Milestone"	a Milestone identified in the a Service Tower Milestone Roadmap;



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<b>"Transformation Services"</b>	means the services set out in the Transformation Plan;
<b>"Transition"</b>	means the period from the Effective Date to the Operational Service Commencement Date
<b>"Transition Management Board"</b>	means the board described in Paragraph 9 of Schedule 8.1 ( <i>Governance</i> );
<b>"Transition Milestone"</b>	means the Milestone to be Achieved by the Contractor at the end of Transition, as set out in the Outline Transition Plan;
<b>"Transition Milestone Achievement Certificate"</b>	means the draft Milestone Achievement Certificate for the Transition Milestone, as set out in Annex B to Part 1 ( <i>Transition</i> ) of Appendix 1 ( <i>Outline Plans</i> ) to Schedule 6.1 ( <i>Transition and Transformation Plans</i> );
<b>"Transition Plan"</b>	means the Outline Transition Plan or (if and when approved by the Authority pursuant to Paragraph 3 of Schedule 6.1 ( <i>Transition and Transformation Plan</i> )) the Detailed Transition Plan as updated in accordance with Paragraph 4 of Schedule 6.1 ( <i>Transition and Transformation Plan</i> ) from time to time;
<b>"Transition Services"</b>	means the services set out in the Transition Plan;
<b>"Transparency Information"</b>	has the meaning given in Clause 27.1 ( <i>Transparency and Freedom of Information</i> );
<b>"Trusted Route"</b>	means the means by which DBS Mil Pers & Vets UK authorises requests for access to all DBS Mil Pers & Veterans UK IT applications;
<b>"UK"</b>	means the United Kingdom;
<b>"UK Public Sector and CNI Contract Information"</b>	means the information relating to the Contractor Group to be provided by the Contractor in accordance with Paragraphs 2 to 4 and Appendix II of Part 2 of Schedule 8.6 ( <i>Business Continuity and Disaster Recovery Planning</i> );
<b>"UK Public Sector Business"</b>	means 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;
<b>"UK Tax Evasion Offence"</b>	shall have the meaning set out in Part 3 of the CFA 2017 and guidance published under it;
<b>"Unexpected Employee"</b>	means any employee of the Authority or former employee of the Authority (excluding any Former Authority Employee) who is not on the Master HR List and who is or was assigned by the Authority to the Services to be provided by the Contractor and/or an Employing Sub-Contractor prior to the Relevant Authority Transfer Date;

<b>"Unit Test"</b>	has the meaning given to it in Paragraph 8 of Part 3 of Schedule 6.2 ( <i>Testing Procedure</i> );
<b>"Unrecovered Costs"</b>	means the Costs incurred by the Contractor in the performance of this Agreement (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 Agreement would have been payable by the Authority after the Termination Date in accordance with Schedule 7.1 ( <i>Charges and Invoicing</i> ) as such Costs and Charges are forecast in the Financial Model;
<b>"Unrecovered Payment"</b>	means an amount equal to the lower of:  (a) the sum of the Unrecovered Costs and the Unrecovered Profit; and  (b) the amount specified in Paragraph 3 of Schedule 7.2 ( <i>Payments on Termination</i> );
<b>"Unrecovered Profit"</b>	means (Total Costs Incurred x Anticipated Contractor Profit Margin) - Profit Already Paid + Milestone Retentions remaining unpaid at the Termination Date;
<b>"Updated HR List"</b>	means the Master HR List as updated by the Parties to reflect any inaccuracies in the Master HR List identified by the Allowable Assumption Expiry Date;
<b>"Updated Legacy Contracts List"</b>	means the Legacy Contracts List as updated by the Parties to reflect any inaccuracies in the Legacy Contracts List identified by the Allowable Assumption Expiry Date;
<b>"Updates"</b>	means in relation to any Software and/or any Deliverable means a version of such item which has been produced primarily to overcome Defects in, or to improve the operation of, that item;
<b>"Upgrades"</b>	means any New Release or upgrade of Software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications, but excluding any Update which the Contractor or a third party software Contractor (or any Affiliate of the Contractor or any third party) releases during the Term;
<b>"Upper Quartile"</b>	means 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;
<b>"Usage Analysis Report (Serial H2)"</b>	means the weekly Usage Analysis Report, the format of which has had the Authority's written approval prior to the Operational Services Commencement Date;
<b>"User"</b>	any person authorised by the Authority to use or receive any of the Services in accordance with this Agreement;

<b>"User Acceptance Test"</b>	has the meaning given to it in Paragraph 8 to Part 3 of Schedule 6.2 ( <i>Testing Procedure</i> ) and <b>"User Acceptance Testing"</b> shall be construed accordingly;
<b>"Valid"</b>	means in respect of an Assurance, has the meaning given to it in Paragraph 2.7 of Part 2 to Schedule 8.6 (BCDR);
<b>"VAT"</b>	means value added tax as provided for in the Value Added Tax Act 1994;
<b>"VCSE"</b>	means voluntary, community and social enterprises which are non-governmental organisations that are value driven and which principally reinvest their surpluses to further social, environmental or cultural objectives;
<b>"Verification"</b>	means the process of verifying Allowable Assumptions described in Paragraph 9 of Schedule 7.1 ( <i>Charges and Invoicing</i> );
<b>"Verification Period"</b>	means in relation to an Allowable Assumption, the period from (and including) the Effective Date to (and including) the date at which the relevant Allowable Assumption expires, as set out against the relevant Allowable Assumption in column 5 in the table in Appendix 4 to Schedule 7.1 ( <i>Charges and Invoicing</i> );
<b>"Verification Report"</b>	means a report, in the agreed form, to be compiled by the Contractor in accordance with Paragraph 9 of Schedule 7.1 ( <i>Charges and Invoicing</i> ) detailing the results of its Verification and the Contractor's proposals as to any consequences;
<b>"Volunteer Reserve"</b>	means all those members of the Territorial Army, Non Regular Permanent staff, Royal Irish Regiment Home Service (Part Time), University Cadets, Medical and Dental Cadets, Continental TA, Army Cadet Force adult instructors, Combined Cadet Force adult instructors, Area Recruiting Officers, University Officer Training Corps;
<b>"Withholding Deduction"</b>	means the percentage of the Charges that the Authority is entitled to withhold in the event of an SPI failure in accordance with Paragraph 2.17(b) of Schedule 2.2 ( <i>Performance Levels</i> );
<b>"Withholding Deduction Cap"</b>	has the meaning in Paragraph 2.17(b) of Schedule 2.2 ( <i>Performance Levels</i> )
<b>"Working Day"</b>	means any day other than a Saturday, Sunday or public holiday in England and Wales.

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**ANNEX 1**

**GLOSSARY**

@Net	the Contractor provided, maintained and supported network for Agency and the APC and DSPS(A) electronic communications;
1ITB	1 Infantry Training Battalion Catterick
2ITB	2 Infantry Training Battalion Catterick
3PP	3rd Party Payment
AA	Annual Allowance
ABRS	Attributable Benefits for Reserve Scheme.
ABW	Abbeywood
ACLs	Access Control Lists
ACO	Army Careers Officer.
ACSP	Agency Community Security Policy.
ACSS	Agency Corporate Services System
AD	Accepted Disablement
ADAT	Army Dependants Assurance Trusts.
ADS	Accreditation Document Set.
AFA	Armed Forces Act
AFAB	Armed Forces Attributable Benefits
AFBSS	Armed Forces Bereavement Scholarship Scheme
AFC	Agency Future Contract.
AFC	Army Foundation College
AFCS	Armed Forces Compensation Scheme.
AFIP	Armed Forces Independence Payment
AFMD	Armed Forces Memorial Database.
AFOMS	Armed Forces Occupational Maternity Scheme.
AFPRB	Armed Forces Pay Review Body.
AFPS	Armed Forces Pension Scheme: the non contributory pension schemes for members of the Navy, Army and Royal Air Force serving under pensionable terms of service.

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AH	Assistant Head
AIO	Authority Information Asset Owners
AIR	Aftercare Incident Reports
ALI	Assured LAN Interconnect
ALSO	Allowance for Lower Standard of Occupation
AMG	Agency Management Group.
AML	Additional Maternity Leave.
AML	Authorised Maternity Leave
AMO	Architecture Management Office
AP	Accounts Payable.
APC	Army Personnel Centre.
APL	Additional Paternity Leave
APW	Army Pensions Warrant
AR	Accounts Receivable.
ARL	Annual Reporting Letter
ASM	Account Security Manager
ASPP	Additional Statutory Paternity Pay
ASSIST	Agency System for Sharing Information In Structured Teams.
ATC(P)	Army Training Centre Pirbright
ATO	Authority to Operate
ATR(W)	Army Training Regiment Winchester
AUP	Acceptable Use Policy
AVC	Additional Voluntary Contribution.
AVC	Added Voluntary Contributions
AWACS	Advice of Wrong Account for Automated Credits Service
AWE	Average Weekly Earnings
AWOL	Absent Without Official Leave.
BACS	Bankers Automated Clearing System.
BAs	Business Areas.
BAU	Business as Usual
BC	Business Continuity.
BCE	Benefit Crystallisation Event

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BCM	Business Continuity Management
BCSG	Business Continuity Steering Group
BCWG	Business Continuity Working Group
BEA	Benefit Earnings Assessment
BFPO	British Forces Post Office
BHCA	British Healthcare Association.
BI	Business Information.
BIA	Business Impact Assessment
BIA	Business Impact Analysis
BIC	Business Information Cell.
BIS	Benefit Information Statement
BOP	Breakdown Of Payment
BPG	Business Process Guide
BRNC	Britannia Royal Naval College
BYOD	Bring Your Own Device
CA	Child Allowance
CAF	Charities Aid Foundation.
CAG	Customer Advisory Group.
CAPS	Compensation (for injury) And Pension System.
CASS	Complimentary Application and Standalone Systems
CBT	Computer Based Training.
CCF	Combined Cadet Force.
CCP SIRA	Certified Professional Senior Information Risk Advisor certification
CCR	Customer Correspondence Review
CCS	Casualty Cell System
CCV	Childcare Voucher
CDR	Critical Design Review.
CDS	Chief of the Defence Staff
CDT	Change Development Team.
CE	Chief Executive.
CEA	Continuity of Education Allowance.
CEF	Common Event Format

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CEP	Contribution Equivalent Premium.
CERT	Computerised Examinations and Records of Training.
CESG	Communications Electronics Security Group.
CETV	Contributions Equivalent Transfer Value.
CETV	Cash Equivalent Transfer Values
CEV	Cash Equivalent Value
CFA 2017	Criminal Finances Act 2017.
CFAV	Cadet Force Adult Volunteers.
CFFP	Children's Forces Family Pension
CHAPS	Clearing House Automated Payments System.
CIDA	Coordinating Installation Design Authority.
CIL	Current Issues Log
CILOCT	Contribution In Lieu Of Council Tax.
CIO	Chief Information Officer
CIR	Centralised Issues Register
CIS	Communications and Information Systems.
CIS	Customer Information System
CiSP	Cyber Security Information Sharing Partnership
CISSP	Certified Information System Security Professional.
CLAS	CESG Listed Advisor Scheme.
CM	Career Manager
CMAT	Classified Material Assessment Tool
CMS	Change Management System
CMU	Cumulative Maintenance Update
CO	Commanding Officer
COBIT	Control Objectives for Information Technology.
CoS	Certificate of Service
COTS	Commercial Off The Shelf
CP	Change Proposal

## OFFICIAL

CPI	Consumer Price Index
CPNI	Centre for the Protection of the National Infrastructure
CRTPA	the Contracts (Rights of Third Parties) Act 1999;
CSA	Child Support Agency.
CSA	Conceptual Solution Architecture
CSCS	Civil Service Compensation Scheme.
CSO	Contractor's Security Officer.
CST	Customer Service Team
CTCRM	Commando Training Centre Royal Marines
DaaP(H)	Defence as a Platform (Hosting).
DAIS	Defence Assurance & Information Security
DAPS	Design And Production Services
DASA	Defence Analytical Services Agency.
DAT	Digital Audio Tape
DBR	Director of Business Resilience
DBS	Defence Business Services
DC	Data Centre
DE	Defence Estates.
DE & S	Defence Equipment and Support.
DEFNet	Defence Intranet
DET	Deterioration Claim
DFCR	Data Flow Control Register
DFM	Director Financial Management.
DFMS	Departmental Financial Management System.
DFMS	Defence Financial Management System
DFTS	Defence Fixed Telecommunications Service.
DHC	Document Handling Centre.
DIA	Defence Internal Audit
DII & DII(F)	Defence Information Infrastructure and Defence Information Infrastructure (Future).



## OFFICIAL

DIN	Defence Instruction & Notices
DIs	Desk Instructions
DIS	Death in Service
DISS	Director Information Systems and Services.
DITM	Defence Individual Training Management.
DLP	Defence Learning Portal.
DLP	Data Loss Prevention
DMB	Defence Management Board.
DMD	Debt Management Database
DMICP	Defence Medical Information Capability Programme.
DMZ	De-Militarised Zone
DNAA	Defence Naming and Addressing Authority.
DPA	Data Protection Act.
DPA 2018	Data Protection Act 2018.
DPKI	Defence Public Key Infrastructure
DPL	Data Protection Legislation
DPO	Data Protection Officer
DPR	Data Preservation Repository.
DPRR	Data Preservation Repository Reporting system.
DR	Disaster Recovery
DRAc	Departmental Resource Accounts.
DSCPR	Defence and Security Public Contracts Regulations 2011;
DSPS(A)	Director Staff and Personnel Support (Army).
DWP	Department of Works and Pensions.
EA	Establishment Administrators
ECLT	Element Cost Link Table
EDCD	Emergency Download of Contact Details
EDM	Electronic Document Management.
EDP	Early Departure Payment.
EDRMS	Electronic Document and Record

# OFFICIAL

	Management System.
EEP	Engagement Expiry
EGS	Enterprise Gateway Service.
EoY	End of Year
EPIC	Early Payment In Cash.
EPPP	Early Payment of Preserved Pensions
EPS	Employer Payment Summary
ERC	Engineering Change Request
ERNIC	Earnings Related National Insurance Contribution.
ESM	Enterprise Security Module
ETL	Extract, Transform and Load
EUD	End User Device
EWC	Expected Week of Childbirth
EWS	Employee Well being service
EYU	Earlier Years Update
F&C	Foreign and Commonwealth
FAT	Field Acceptance Testing
FCC	Further Condition Claim
FCP	WPS First Claim to Pension
FE	Further Education
FE	Funeral Expenses
FENAS	Far East and Nepal Administration System.
FENAS	Far East & Nepal Administration System
FEPOW	Far Eastern Prisoner of War
FFP	Forces Family Pension
FHtB	Forces Help to Buy
FI	Finance Instructions.
FMG	Family Maintenance Grant.
FMSSC	Finance Management Shared Service Centre.
FOI	Freedom of Information.
ForEX	Foreign Exchange
FPC	Full Packet Capture

## OFFICIAL

FPS	Full Payment Summary
FReM	Financial Reporting Manual
FRI	Financial Retention Incentive.
FSAVC	Free Standing Additional Voluntary Contribution.
FTE	Full Time Equivalent.
FTOD	Final Tour Of Duty
FTRS	Full Time Reserve Service.
FTS	File Tracking System
FTSA	File Tracking System (Army).
FUS	Feeder Unit Systems.
FY	Financial Year.
GAAP	Generally Accepted Accounting Practice.
GAD	Government Actuaries Department
GAL	Global Address List.
GAYE	Give As You Earn.
GBS	Government Banking Services
GDS	Gurkha Discharge System.
GIP	Guaranteed Income Payment.
GMP	Guaranteed Minimum Pension: the minimum pension that an occupational pension scheme must provide as one of the conditions of contracting out (unless it is contracted out through the provision of protected rights).
GPD	Gross Public Debts
GPG	Good Practice Guide
GRD	Gurkha Records Database
H&S	Health and Safety.
HKMSC	Hong Kong Military Service Corps.
HKSR	Hong Kong Singapore Royal Artillery (system).
HM	Her Majesty or His Majesty according to context.
HMRC	HM's Revenue and Customs.
HMRC	HM Revenue & Customs;
HMS	Her Majesty's Ship

## OFFICIAL

HMT	Her Majesty's Treasury.
HPES	Hewlett Packard Enterprise Services.
HR	Human Resources.
HRMS	Human Resources Management System.
HSE	Health and Safety Executive.
HVAC	heating, ventilation, and air conditioning.
IAB	Investment Approvals Board.
IAG	Intelligent Application Gateway.
IAMM	Information Assurance Maturity Model
IC	Interim Contract.
ICCR	Internal Complex Casework Review
ICDs	Interface Control Documents
ICT	Information and Communications Technology
ID	Identity.
IdAM	Identity and Access Management.
IDC Data Capture	ID Card Data Capture System
IDCS	Identity Card System
IDS/IPS	Intrusion Detection / Prevention System
IFRS	International Financial Reporting Standards.
IiP	Investors in People.
IL	Impact Level
IPS	Intrusion Prevention System
ISM	Imperial Service Medal
ISMS	MP&V Security Process and Procedures documents
ISO	International Standardisation Organisation
ISS	Information Systems and Services
IT	Information Technology.
ITIL	Information Technology Infrastructure Library
ITSCM	Information Technology Service Continuity Management
ITSM	Information Technology Service Management

## OFFICIAL

ITT	Invitation to Tender
IVR	Interactive Voice Recognition
JCCC	Joint Casualty and Compassionate Centre.
JCCC Suite – AMD	JCCC Suite Armed Forces Memorial Database.
JCMT	Joint Change Management Team
JCU	Joint Cyber Unit
JPA	Joint Personnel Administration
JPAC	Joint Personnel Administration Centre
JPASS	Joint Personnel Administration Strategy Study.
JPMO	Joint Project Management Office
JRA	Joint Requirements Authority
JSAAC	Joint Service Accommodation Administration Cell.
JSCO	Joint Service Commutation Office.
JSP	Joint Service Publication
KSR	Key Service Requirement.
LAM	Logical Application Model
LAM	Logical Access Model
LAN	Local Area Network.
LED	Law Enforcement Directive (Directive (EU) 2016/680);
LEP	Locally Employed Personnel.
LOV	List of Values
LTA	Life Time Allowance
LTM	Logical Technical Model
MA	Medical Adviser
MAI	MOD Authority Instruction
MAT	Military Assurance Trust.
MC	Ministerial Correspondence.
MCN	MoD Core Network.
MCTC	Military Corrective Training Centre.
MDN	Mitchledean
MFS	Manpower Forecasting System.

## OFFICIAL

MI	Management Information.
MIS	Management Information System.
MISR	Management Information Service Request
MOD	Ministry of Defence.
MODAF	MOD Architecture Framework
MODMO	MOD Medals Office.
MODO	Medical Officer and Dental Officer
MoP	Measure of Performance
MP&VRP	Military Personnel and Veterans Reporting Platform
MPAIR	Military Personnel Administration Information Repository
MPGS	Military Provost Guard Service
MPS	Maltese Pension System.
MRPC	Mobilised Reservist Pension Contribution
MSBS	Military Secretary's Boarding System.
MSDSG	Military Service Delivery Steering Group.
MSM	Meritorious Service Medal
N Trust	Naval Dependants Income and Assurance Trust.
NAO	National Audit Office.
NATO	North Atlantic Treaty Organisation.
NCSC	National Cyber Security Centres
NETMA	NATO Eurofighter and Tornado Management Agency.
NFI	National Fraud Initiative.
NFR	Non-Functional Requirement
NI	National Insurance.
NICO	National Insurance Contributions Office.
NINO	National Insurance Number
NOK	Next of Kin
NOTICAS and/or CN2	Casualty Notification Report
NRPS	Non Regular Permanent Staff.
NSAR	Non-Standard Appraisal Reports

## OFFICIAL

O37P	Over 37 Provision
OBIEE	Oracle Business Intelligence Enterprise Edition
OCA	Overage Child Allowance
OCFR	Officers Commissioned from the Ranks
OGD	Other Government Department.
ONS	Office for National Statistics
OPM	Operating and Planning Model.
ORR	Operational Readiness Review.
OSA	Official Secrets Act
OSI	Open Systems Interconnect
OSM	Operational Service Management
PACC	Pay and Allowances Casework Cell.
PACCC	Pay and Allowances Casework Coordination Cell
PACS	Payment Accounting Computer System
PAT	Portable Appliance Testing: electrical safety testing, where such testing of equipment is required in order to comply with relevant health and safety guidelines and requirements set out in any applicable legislation and regulations.
PAX	Personal Accident Insurance.
PAYE	Pay As You Earn.
PCMT	Process Control Management Team
PHSO	Parliamentary & Health Service Ombudsman
PI	Pension Increase
PICS	Personal Injuries (Civilian) Scheme 1983
PIN	Personal Information Note
PJHQ	Permanent Joint Headquarters.
PM	Protective Marking
PMO	Project Management Office
PMQ	Prime Ministers Questions
POA	Power of Attorney
POCA	Post Office Card Account
POD	Pension on Divorce

## OFFICIAL

PP	Protected Population (Secure).
PP	Preserved Pension
PPI	Policy Pension Instruction
PPRI	Protected Population Royal Irish (Secure).
PQ	Parliamentary Question.
PQQ	Pre-Qualification Questionnaire
PR	Post Room
PROMIS	Procurement of contract repair Management Information System.
PSoD	Pension Sharing on Divorce
PSyHC	Protective Security Health Checks
PTM	Physical Technical Model
PVR	Premature Voluntary Release/Retirement
QRRAF	Queen's Regulations Royal Air Force
QW	Qualifying Week
R&DB	Release & Deployment Board
RA	Risk Assessment
RAC	Resource Account Code.
RAC	Roadside Assistance Card
RACE	Resource Accounting Code Exercise.
RACE	Resource Account Code Exercise
RACI	responsible, accountable, consulted and informed
RAF	Royal Air Force
RAIN	Risk And Information Notice
RAR	Remediation's Actions Register
RENT	Rent Allowance
REST	Representational State Transfer
RFA	Reserve Forces Act
RFAB	Reserve Forces Attributable Benefits
RFAB	Reserve Forces Attributable Benefit Regulations
RFC	Requests for Change
RFPS	Reserve Forces Pension Scheme.
RFT	Resource Fund Transfer.



## OFFICIAL

RLI	Restricted LAN Interconnect.
RM	Royal Marines.
RMADS	Risk Management Accreditation Document Set
RMAS	Old College Head Quarters Royal Military Academy Sandhurst
RN	Royal Navy: regular members of the Royal Navy, the Reservist members of the Royal Fleet Reserve, the Volunteer Reserve members of the Royal Naval Reserve and the Royal Marines (the regular and volunteer reserve maritime commando corps).
RNR	Royal Navy Reserve.
ROADB	Record of Assumptions and Data Book
ROS	Return Of Service.
RPAX	Reserve PAX.
RPO	Recovery Point Objective
RTI	Real Time Information
RTO	Recovery Time Objective
S&PDAL	Security & Personal Data Aspects Letter
SAC	Security Assurance Coordinator
SAD	Security Aspects of Design
SAP	Statutory Adoption Pay.
SARs	Subject Access Requests
SCAPE	Superannuation Contributions Adjusted for Past Experience.
SCD	Service Commencement Date
SCIDA	Site Co-ordinating Installation Design Authority
SCOA	Single Cash Office Application
SDDPRB	Doctor and Dentist Pay Review Body
SDP	Service Delivery Point
SDR	Service Delivery Report
SDRP	Specially Determined Rates of Pay.
SDS	Standing Data System (budgets and finance system).
SECBUSDB	Secretariat Business Database

OFFICIAL

SF	Special Forces.
SFA	Service Families Accommodation.
SFVR	Special Forces Volunteer Reserve.
SGIP	Survivors Guaranteed Income Payment
SHEF	Safety, Health, Environmental and Fire.
ShPP	Shared Parental Pay and Leave
SIAM	Service Integration and Management
SIAT	Authority Security Team
SIEM	Security Information Event Management
SIRO	Senior Information Risk Owner
SISP	Systems Interconnection Security Policy.
SLAs	Service Level Agreements
SLI	Secret LAN Interconnect Service
SLP	Service Leavers Packs
SMD	Service Medical Documents
SME	Subject Matter Expert
SMI	Secure Managed Interface
SMITT	Service Management Information Technical Training.
SMP	Statutory Maternity Pay.
SOAP	Simple Object Access Protocol
SOC	Security Operating Centre
SOM	Service Operations Manual
SP	Service Person
SP	Service Personnel
SPA	Station Public Accounts.
SPA	State Pension Age
SPC	Service Personnel Centre.
SPC	Service Personnel Commands
SPF	Security Policy Framework.
SPL	Shared Parental Pay and Leave.
SPO	Service Pensions Order.
SPP	Statutory Paternity Pay.
SPS	Singapore Pension System.

## OFFICIAL

SPVA	Service Personnel and Veterans Agency.
SQEP	\\
SQL	Structured Query Language.
SR	Service Requirement.
SRD	Service Requirements Document.
SRIT	Scottish Rate of Income Tax.
sS	single Service.
SSC	Short Service Commission.
SSCF	Steady State Control Framework.
SSCL	Shared Services Connected Ltd.
SSFA	Substitute Service Family Accommodation.
SSP	System Security Policy.
sSPC	single Service Personnel Centres.
SSPT	Separated Service Planning Tool.
SSRB	Senior Salaries Review Body.
SSSA	Substitute Service Single Accommodation.
SSUG	Self-Service User Guides.
STP	Service Transfer Plan.
STS	Strategic Transformation Strategy
SWG	Security Working Group.
TA	Territorial Army.
TAFMIS	Training Administration and Financial Management Information System.
TAFMIS – R (H) A	TAFMIS for Recruiting – Army.
TAFMIS – T	TAFMIS –Training.
TCO	total cost of ownership.
TCP	Transmission Control Protocol.
TCP/IP	Transmission Control Protocol / internet Protocol.
TESR	Training, Education, Skill and Resettlement.
TFC	Tax-Free Childcare.
TG	Terminal Grant.
TISR	Technical Information Service Request.

## OFFICIAL

TLA	Three Letter Acronym.
TOR	Terms Of Reference.
TPR	The Pension Regulator.
TRR	Test Readiness Review
TSAR	Tri-Service Appraisal Repository system.
TSO	The Stationary Office.
UAT	User Acceptance Testing.
UCONS	Uncontrolled Issues.
UDT	User Defined Tables.
UIN	Unit Identification Number.
UNICOM	Unit Computing (Army system).
UR	User Requirement.
URD	User Requirements Document.
VED	Vehicle Excise Duty
VIP	
VO	Visiting Officer.
VPN	Virtual Private Network.
VTE	JPA Virtual Training Environment.
VWCS	Veterans Welfare Computer System.
VWS	Veterans Welfare Service.
WAF	Web Application Firewall.
WAN	Wide Area Network.
WO	Warrant Officers.
WP	War Pension.
WPMS	War Pensions Mobility Supplement.
WPS	War Pension Scheme.
WWP	War Widows Pension.