

| SCHEDULE A – DEFINITIONS | |
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| “Adjudication Notice” | <p>1.1 has the meaning given to it in Paragraph 4.3Error! Reference source not found. (Adjudication) of Schedule L (Dispute Resolution Procedure). This is the notice served on one party by another in order to refer a matter to adjudication. The Adjudication Notice shall include the following details:</p> <p>1.1.1 the subject matter of the Dispute and the issues to be resolved;</p> <p>1.1.2 the position the referring Party believes is correct and the referring Party's reasons for that position;</p> <p>1.1.3 the name and details of a proposed Adjudicator;</p> <p>1.1.4 copies of any documents in the referring Party's possession which the referring Party considers to be important and relevant; and</p> <p>1.1.5 a statement of the determination, remedy or recourse which the referring Party seeks;</p> |
| "Adjudicator" | has the meaning given to it in Paragraph 4.2 (Adjudication) of Schedule L (Dispute Resolution Procedure) being the person appointed to resolve a dispute; |
| “ADT Commercial Lead” | means the Commercial Manager appointed pursuant to Clause 13.4 (Authority Commercial Lead) of the Terms and Conditions; |
| “Agreement” | means this agreement, its Schedules and appendices; |
| “Agreement Change Procedure” | has the meaning given to it in Clause 17 (Formal Amendments to the Agreement); |
| “Agreement Year” | means a period of twelve (12) Months commencing on the Commencement Date or an anniversary of the Commencement Date; |

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| “Annual Agreement Review” | means the record of the overall performance of the Supplier in providing the Services, used in the measurement of KPI 3 which as a minimum includes executive message, significant achievements made over the past twelve months, how the Supplier and its supply chain contribute to the Government Net Zero challenge, look ahead and Supplier performance rating in accordance with KPI 3 Partnering; |
| “Applicable Laws” | means all laws, regulations, directives, statutes, subordinate legislation, common law and civil codes in the UK and any other relevant jurisdiction and all judgements, orders, notices, instruments, decisions and awards of any court or competent authority or tribunal and all codes of practice having force of law, statutory guidance and policy notes in the UK and any other relevant jurisdiction; |
| “Approved Tasking Order” or “ATO” | means the form of request for a tasking under the Agreement, containing the specifics as set out in Schedule B (Requirements); |
| “Associated Company” | means: (A) any associated company of the Supplier from time to time within the meaning of Section 449 of the Corporate Tax Act 2010 or any subordinate legislation; and (B) any parent undertaking or subsidiary undertaking of the Supplier 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; |
| “Associated Contract” | means any other contract, agreement or other arrangement (whether in writing or otherwise) which the Parties agree in writing (which for this purpose does not include email) is an "Associated Contract"; |
| “Authority” | means the Secretary of State for Defence and the civil servants, acting on behalf of the Crown; |
| “Authority Commercially Sensitive Information” | means all Commercially Confidential Information other than (i) Personal Data and sensitive personal data (within the meaning of the Data Protection Legislation) relating to Engaged Personnel; and (ii) information which solely relates to the commercial interests, trade secrets, know-how or other IPR of the Supplier, any COI Associate or any Supplier Related Party; |
| “Authority Delivery Team” or “ADT” | means the delivery team of the Authority responsible for the proactive management of the Authority’s obligations under this Agreement; |

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| “Authority Demander” | means the Authority personnel raising a demand; |
| “Authority Disclosed Data” | means information relating to DE&S, the Competition, the Agreement or the Services disclosed to the Supplier and its COI Associates and advisers including: the Contract Notice; the Pre-Qualification Questionnaire; the ITN; information, data and documents provided during the course of the procurement, including on the Defence Sourcing Portal the Clarification Responses; |
| “Authority Foreground IPR” | has the meaning given to it in Clause 62.3 (Ownership of Intellectual Property) of the Terms and Conditions; |
| “Authority IPR” | means IPR: (i) owned by the Authority; or (ii) licensed to the Authority and in respect of which the Authority has the appropriate right to either or both disclose or grant sub-licences to third parties (including the Supplier and any Supplier Related Party), but only to the extent to which and subject to the terms and conditions on which the Authority is permitted to grant sub-licences; and includes Authority Foreground IPR; |
| “Authority Payment System” | means the Authority's "Contracting, Purchasing and Finance (CP&F)" electronic procurement tool, or any subsequent replacement; |
| “Authority Related Party” | means an officer, employee, representative, agent, adviser or contractor of the Authority or member of the armed forces (in each case acting in such capacity), other than the Supplier and Supplier Related Parties; |
| “Authority Senior Operations Manager (Snr Ops Manager)” | means the operations manager appointed by the Authority as Agreement lead; |
| “Authority SRO” | means the Senior Responsible Owner appointed to that role within the senior leadership group of DE&S and notified to the Supplier from time to time and as described in Schedule B (Requirements); |
| “Base Location” | means the specified location detailed on the Tasking Order; |
| “Bespoke Trading Entity” | means DE&S operating as an arm's length body of the Ministry of Defence; |
| “Business Continuity Plan” | means the business continuity plan attached to this Agreement at Schedule M (Business Continuity Plan) as amended from time to time in accordance with the terms of this Agreement; |

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| “Business Day(s)” | means a maximum of eight (8) hours in any twenty-four (24) hour period between the hours of 0700 and 1900 (excluding breaks and normal travel time) over a working week consisting of five (5) working days Monday to Friday and forty (40) hours, unless an agreement to work reduced hours and or reduced working days or an alternative working pattern which has been agreed with the Tasking Order Delivery Manager and the JSDT has been informed. It refers to any day excluding: (A) Saturdays, Sundays and public and statutory holidays in the jurisdiction of either party; (B) Privilege days notified in writing by the Authority to the Supplier at least ten (10) business days in advance; and (C) such periods of holiday closure of the Supplier's premises of which the Authority is given written notice by the Supplier at least ten (10) business days in advance; |
| “Business Delivery Review” | Means the monthly meeting chaired by the Authority Senior Operations Manager; |
| “Child Labour Legislation” | means those International Labour Law Conventions concerning economic exploitation of children through the performance of work which is likely to be hazardous or to 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 Supplier in the jurisdiction(s) in which it performs the Agreement or any Approved Tasking Order; |
| “Clarification Responses” | means the responses to clarifications raised and answered as part of the Competition; |
| “COI Associate” | means each Approved Sub-contractor and, in relation to the entities in the Supplier Group: the parent undertakings and subsidiary undertakings of any member of the Supplier Group; the subsidiary undertakings of any parent undertaking. |
| “COI Compliance Regime” | means the conflict of interest compliance regime set out in Schedule F (COI Compliance Regime) in accordance with which the Supplier shall, and shall procure that the Engaged Personnel, the COI Associates and any Sub-contractors shall, manage actual and potential conflicts of interests; |
| “COI Management Process” | has the meaning given to it in Paragraph 1.2 of Schedule F (COI Compliance Regime); |
| “Commencement Conditions” | has the meaning given to it in Clause 3.2 (Commencement Conditions) of the Terms and Conditions; |

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| “Commencement Conditions Longstop Date” | means the date which is thirty (30) days after the Commencement Date; |
| “Commencement Date” | means the date on which the Agreement is signed in accordance with Clause 3.1 (Agreement Commencement Date) of the Terms and Conditions; |
| “Commercially Confidential Information” | means information, (including, in respect of the Supplier, Commercially Sensitive Information) which at the time of disclosure to the receiving Party ought to be considered by the receiving Party as commercially confidential (however it is conveyed or on whatever media it is stored) and may include information whose disclosure would, or would likely to, prejudice the commercial interests, trade secrets, know how or other IPR of either Party or any other person and all Personal Data and sensitive personal data (within the meaning of the Data Protection Legislation); |
| “Commercially Sensitive Information” | means the subset of Commercially Confidential Information identified as Commercially Sensitive Information in Schedule G (Supplier’s Commercially Sensitive Information); |
| “Compensation” | means the payment the Supplier may be entitled to in the event of termination of an Approved Tasking Order in accordance with Schedule I (Termination Payments); |
| “Competition” | means the competition that led to the appointment of the Supplier under this Agreement (following the issue of the Contract Notice); |
| “Compliance Agreement” | means any conflict of interest compliance agreement or equivalent terms included in any Sub-contract or other agreement between: the Supplier and a Sub-contractor or COI Associate (which shall include a right under the Contracts (Rights of Third Parties) Act 1999 for the Authority to enforce its rights under that compliance agreement); or between the Authority and the Supplier, the Sub-contractor, COI Associate or Supplier (as relevant) with the COI Compliance Regime; |
| “Conflicted Persons” | has the meaning given to it in Schedule F (COI Compliance Regime); |
| “Conflicting Project” | has the meaning given to it in Schedule F (COI Compliance Regime); |
| “Contingent Labour” | means those individuals engaged under Mode 1 or Mode 1A to fill existing Civil Service vacancies; |
| “Continuous Service Delivery Improvement Plan” | means the Supplier’s plan to continuously improve the services provided to the Authority as set out in Schedule B (Requirements); |
| “Contract Notice” | means the Notice in relation to the Competition that was published on the Defence Sourcing Portal on 16/02/2023; |

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| "Contract Work Date" | Means the date when tasking can commence. |
| "Controlled Information" | means any information in any written or tangible form which is disclosed to the Supplier or any Supplier Related Party by or on behalf of the Authority under or in connection with this Agreement, and which is identified by the legend 'Controlled Information' or other approved legend notified to the Supplier; |
| "Corrective Action" | has the meaning given to it in Clause 35.5 Error! Reference source not found. (Review Findings and Corrective Action) of the Terms and Conditions; |
| "Cost Control" | means the Project Control specialism or Success Profile as set out in Schedule B (Requirements), Annex C (Success Profiles); |
| "COTS IPR" | means IPR in any commercial off the shelf software and IT products, being software and IT products that are ready-made, readily available for sale or licence and can be used without development; |
| "Crown" | means one or more of His Majesty's Secretaries of State, another Minister of the Crown, the Lords Commissioners of His Majesty's Treasury, the Treasury Solicitor, any body corporate wholly owned by any of the foregoing or any other person acting on behalf of the Crown; |
| "Crown Use" | means the use of IPR by the Authority for services of the Crown pursuant to its rights under section 12 of the Registered Designs Act 1949, sections 55-59 of the Patents Act 1977 or sections 240-244 of the Copyright, Designs and Patents Act 1988; |
| "Customer Performance Questionnaire" | means the record of the performance for a Specific Task completed at the end of the term of each Approved Tasking Order, and used in the measurement of KPI 2 in such form as the Authority shall provide to the Supplier from time to time; |
| "Cyber Risk Level" | means the level of Cyber Risk relating to this Contract or any Sub-contract assessed in accordance with the Cyber Security Model; |
| "Cyber Security Implementation Plan" | means the plan referred to in Clause Error! Reference source not found. of the Terms and Conditions including but not limited to any risk-balance case and mitigation measures required by the Authority; |

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| “Cyber Security Incident” | means an event, act or omission which gives rise or may give rise to: (A) unauthorized access to an information system or electronic communications network; (B) disruption or change of the operation (including but not limited to takeover of control) of an information system or electronic communications network; (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; |
| “Cyber Security Instructions” | means DEFSTAN 05-138, together with any relevant ISN and specific security instructions relating to this Contract issued by the Authority to the Supplier in accordance with Clause 61 (Cyber); |
| “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; |
| “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 and is to be used by the Supplier to demonstrate compliance with Clause 61 (Cyber); |
| “Data” | means any 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; |
| “Data Controller” | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| “Data Disclosure” | means a Party who discloses to the other Party Shared Personal Data collected by the Data Discloser solely for the Agreed Purposes; |
| “Data Loss Event” | means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier 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; |
| "Data Protection Impact Assessment" | means an assessment by the Data Controller of the impact of the envisaged processing on the protection of Personal Data; |

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| "Data Protection Legislation" | means all Applicable Law in force from time to time relating to the processing of personal data and privacy, including but not limited to: (1) UK GDPR; (2) DPA 2018; and (3) the EU GDPR, each to the extent that it relates to the processing of personal data and privacy; |
| "Data Protection Officer" | Means the person appointed as responsible for overseeing the Supplier's or Authority's data protection strategy; |
| "Data Subject Access Request" | 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; |
| "Data Subject(s)" | has the meaning given to it in the UK GDPR or the EU GDPR as the context requires; |
| "DE&S Contract" | means a contract or a proposal for a Contract (however early in development) that is awarded, or potentially to be awarded, by the Authority with procurement support or advice from DE&S; |
| "DE&S Project Delivery and Operational Delivery Functions" | have the meaning given to it in Schedule B (Requirements); |
| "Deduction" | Means the point at which the Supplier's performance has persisted as RED for three (3) consecutive KPI Periods, when on the last day of the third such KPI Period the Supplier will lose all rights to the Retention and the Authority shall be entitled to retain on a permanent basis, each and all Retentions relating to the Supplier's performance against the relevant KPI; |
| "Deduction Trigger" | means the threshold (labelled as a "Deduction Trigger") set out in column 5 of the table set out in Part B (Key Performance Indicators) in Schedule E (Payment and Performance Management) to the Performance Regime and which corresponds to each of KPI 1, KPI 2 and KPI 3; |
| "Deduction Value" | means each amount (whether expressed as a lump sum or as a percentage) (labelled as a "Deduction Value" for each KPI) set out in Schedule E (Payment and Performance Management); |
| "Default" | means: <ul style="list-style-type: none"> i) Failure to meet or breach of the obligations of the Supplier (including any breach or breach of the Terms of this Contract). ii) Other default, negligence or negligent statement of the supplier, of its Sub-contractors or any Engaged Personnel (whether by act or omission), in connection with or in relation to this Agreement; |

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| "Defence and Security Public Contracts Regulations 2011 or (DSPCR)" | means the Defence and Security Public Contract Regulations 2011 (SI 2011/1848) as amended extended, re-enacted or replaced from time to time and 'Regulation' means any one of them or (as the case may be) any specified provision of the Regulations; |
| "Defence Business Services" | means the business service organisation responsible for the delivery of corporate services to the Authority; |
| "Defence Sourcing Portal" | means the Defence Sourcing Portal accessible at https://www.contracts.mod.uk/ or any replacement thereof for the government procurement opportunities in the defence sector; |
| "DEFFORMS" | means the defence forms for use in defence related contracts as published by the Authority from time to time; |
| "DEFSTAN 05-138" | means the Defence Standard 05-138 as amended or replaced from time to time; |
| "Dispute" | means any dispute, claim, or difference between the Parties (including any question regarding the existence, validity, interpretation or termination of the Agreement) arising in connection with the Services or the Agreement, and any dispute relating to any non-contractual obligations arising out of or in connection therewith; |
| "Disputed Amount" | means any part of any payment to which the Authority believes the Supplier is not entitled pursuant to this Agreement; |
| "Dispute Resolution Procedure" | means the procedure for the resolution of disputes set out in Schedule L (Dispute Resolution Procedure); |
| "Domain" | means Land/Fleet/Air/Strategic Enablers/Corporate operating centres of DE&S and the Submarine Delivery Agency; |
| "DPA" | means the Data Protection Act 1998; |
| "DPA 2018" | means the Data Protection Act 2018; |
| "Electronic Information" | means all information generated, processed, transferred or otherwise dealt with under or in connection with the Contract, including but not limited to Data, recorded or preserved on any information system or electronic communications network; |
| "Employee Liability Information" | has the same meaning as in Regulation 11(2) of the Transfer Regulations; |
| "Employing Sub-Contractor" | means any Sub-contractor or sub-contractor of any tier of the Supplier providing all or any part of the Services who employs or engages any person in providing the Services; |
| "Employment Contract" | means the contract of employment or engagement between the Supplier (or, where relevant, a member of the Supplier Group or a Sub-contractor) and a Member of the Engaged Personnel; |

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| "Encumbrance" | means any claim, option, charge (fixed or floating), mortgage, lien, pledge, equity, encumbrance, right to acquire, right of pre-emption, right of first refusal, title retention or any other Third Party right, or other security interest or any other agreement or arrangement having a similar effect or any agreement to create any of the foregoing; |
| "Engaged Personnel" | means the Personnel, the Supplier Delivery Team Personnel and the Key Personnel; |
| "Engagement" | means (as applicable): the Placement Period for a member of the Personnel; the period during which a member of the Supplier Delivery Team Personnel is appointed; |
| "Environmental Information Regulations" | means the Environmental Information Regulations 2004; |
| "Equinox Consortium" | An unincorporated Joint Venture between Jacobs U.K. Limited ("Jacobs") and Turner & Townsend Project Management Limited ("Turner & Townsend") hereinafter collectively known as Equinox |
| "Equinox Partner" | Supplier to the Equinox Consortium - a full list of Equinox Consortium suppliers as per the latest list agreed between the Authority and Equinox Consortium is captured within Schedule C Governance |
| "Estimating" | means the Project Control specialism or Success Profile as set out in Schedule B (Requirements), Annex C (Success Profiles); |
| "Ethical Wall" | means the set of management processes, barriers and disciplines that create a zone of non-communication and physical and organisational separation between members of the Engaged Personnel to ensure conflicts of interest do not arise that could otherwise give an unfair competitive advantage to the Supplier; |
| "Ethical Walls Start Date" | has the meaning given to it in Schedule O (Exit); |
| "EU" | means the European Union; |
| "Exit Plan" | has the meaning given to it in Clause 56.1 (Exit) of the Terms and Conditions; |
| "Expiry Date" | means the date which is five (5) years after the Commencement Date unless and to the extent extended pursuant to Clause 4.2 Error! Reference source not found. (Options); |
| "Fee(s)" | means the total of the Rates and the Specific Task Amount calculated pursuant to Schedule E (Payment and Performance Management); |

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| "Final Performance Warning Notice" | has the meaning given to it in Clause 52.6.2 (Termination for Poor Performance Breach) of the Terms and Conditions; |
| "Firm Price" | means a price, agreed for the Articles, Supplier Deliverables, or Services, or all three, which is not subject to variation; |
| "FOC" | <p>means Full Operating Capability – the point at which the Stabilisation Period ends: <u>FOC: 12.04.2024</u></p> <ul style="list-style-type: none"> • Full governance, contract management and operational processes in place across MOD and JSDT • Ability to identify and channel continuous improvement activity into JSDT • First BDR (Business Delivery Review) • All operational and governance drumbeats commence • Provision of KPI feedback to all TLBs established • All KPIs activated • One full month of data obtained/reviewed; |
| "FOIA" or "Freedom of Information Act" | means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the Information Commissioner's Office from time to time in relation to such legislation; |
| "Function" | means the Project Delivery and Operational Delivery or Corporate Functions as described in Paragraph 85 of Schedule B (Requirements); |
| "Functional Manager" | means the person who is responsible for delivering the Function's services and capabilities within DE&S Domains. The DFM leads resourcing and deployment across their Domains; |
| "Functional System Specification" | means the PDP Successor Booking System; |
| "Good Industry Practice" | means in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgment and the making of any expenditure that would reasonably be expected from a skilled person in the same type of undertaking under the same or similar circumstances; |
| "Government Body" | means any department, office, body or agency of the UK Government or the Crown but excluding the Authority; |
| "Government Furnished Assets" or "GFA" | has the meaning given to it in Clause 38.1 (Government Furnished Assets) of the Terms and Conditions; |

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| "Government Furnished Facilities" or "GFF" | means buildings, parts of buildings, sites and other infrastructure issued or made available to the Supplier in connection with the Contract by or on behalf of the Authority; |
| "Government Furnished Information" or "GFI" | means information or data issued or made available to the Supplier in connection with the Contract by or on behalf of the Authority; |
| "Government Furnished Resource" or "GFR" | means MOD personnel loaned to the Supplier in connection with the Contract by or on behalf of the Authority; |
| "HMRC" | means His Majesty's Revenue and Customs; |
| "IOC" | <p>is the Service Delivery Date which means the date on which the Supplier is required to provide the Services: <u>IOC: 04.03.2024</u></p> <ul style="list-style-type: none"> • Booking Tool and MI systems ready and deployed • Processes rolled out across MOD and JSDT • All TLBs are able to complete tasking process and deploy resources • JSDT governance and operational drumbeats in place/scheduled • Initial KPIs and reporting mechanisms in place • Reporting mechanisms and requirements agreed |
| "Infringing Part" | has the meaning given to it in Clause 67.2 (Supplier's IPR Indemnity) of the Terms and Conditions; |

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| "Insolvency Event" | <p>Where the Contractor is an individual or a firm this means:</p> <ul style="list-style-type: none"> a. the application by the individual or, in the case of a firm constituted under English law, any partner of the firm to the court for an interim order pursuant to Section 253 of the Insolvency Act 1986; or b. the court making an interim order pursuant to Section 252 of the Insolvency Act 1986; or c. the individual, the firm or, in the case of a firm constituted under English law, any partner of the firm making a composition or a scheme of arrangement with them or their creditors; or d. the presentation of a petition for bankruptcy order against the individual or, in the case of a firm constituted under English law, any partner of the firm unless it is withdrawn within three (3) working days from the date on which the Contractor is notified of the presentation; or e. the court making a bankruptcy order in respect of the individual or, in the case of a firm constituted under English law, any partner of the firm; or f. where the Contractor is either unable to pay their debts as they fall due or has no reasonable prospect of being able to pay debts which are not immediately payable. The Authority shall regard the Contractor as being unable to pay their debts if: <ul style="list-style-type: none"> (1) they have failed to comply with or to set aside a Statutory demand under Section 268 of the Insolvency Act 1986 within twenty one (21) days of service of the Statutory Demand on them; or (2) execution or other process to enforce a debt due under a judgement or order of the court has been returned unsatisfied in whole or in part. g. the presentation of a petition for sequestration in relation to the Contractor's estates unless it is withdrawn within three (3) working days from the date on which the Contractor is notified of the presentation; or h. the court making an award of sequestration in relation to the Contractor's estates. <p>Where the Contractor is a company registered in England this means:</p> <ul style="list-style-type: none"> i. the presentation of a petition for the appointment of an administrator; unless it is withdrawn within three (3) working days from the date on which the Contractor is notified of the presentation; or j. the court making an administration order in relation to the company; or k. the presentation of a petition for the winding-up of the company unless it is withdrawn |
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| | <p>within three (3) working days from the date on which the Contractor is notified of the presentation; or</p> <p>l. the company passing a resolution that the company shall be wound-up; or</p> <p>m. the court making an order that the company shall be wound-up; or</p> <p>n. the appointment of a Receiver or manager or administrative Receiver.</p> <p>Where the Contractor is a company registered other than in England, events occur or are carried out which, within the jurisdiction to which they are subject, are similar in nature or effect to those specified in sub-Clauses 1.i. to n. inclusive above;</p> |
| "IPR" or "Intellectual Property Rights" | means all trademarks, logos, get-up, trade and business names, domain names, patents, copyright (including copyright in computer programs), database rights, design rights, registered designs, utility models, semi-conductor topography rights, inventions (whether patentable or not), know-how, moral rights, commercially confidential information and all other intellectual property and rights of a similar or corresponding nature in any part of the world, whether or not registered or capable of registration, in respect of such rights which are registrable the right to apply for registration and any and all applications for registration and any renewals or extensions of any of the foregoing rights; |
| "IPR Claim" | has the meaning given to it in Clause 67 (Supplier's IPR Indemnity) of the Terms and Conditions; |
| "ISN" | means Industry Security Notices issued by the Authority to the Supplier whether directly or by issue on the gov.uk website at: https://www.gov.uk/government/publications/industry-security-notices-isns ; |
| "Joint Controllers" | Means where two or more Controllers jointly determine the purposes and means of processing data and Joint Control shall be construed accordingly; |
| "JSDT" | Joint Service Delivery Team means the integrated team set up in accordance with Schedule B (Requirements), comprising the Supplier Delivery Team, the Supplier Key Personnel and the Authority Delivery Team; |
| "JSyCC WARP" | means the Joint Security Co-ordination Centre MOD Defence Industry Warning, Advice and Reporting Point or any successor body notified by way of ISN; |
| "Key Performance Indicator" or "KPI" | means the key performance indicators described in Paragraph 1 of the Performance Regime and further described in Part B (Key Performance Indicators) of Schedule E (Payment and Performance Management); |

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| "KPI Failure" | means the Supplier's performance level being assessed as: "RED" for a particular KPI in a KPI Period (or KPI Periods) in accordance with column 5 of the table set out in Part B (Key Performance Indicators) Schedule E (Payment and Performance Management) to the Performance Regime; or meeting the applicable Deduction Trigger; |
| "KPI Period" | means the period for the measurement of performance of set out in column 6 of the table set out in Part B (Key Performance Indicators) Schedule E (Payment and Performance Management) of the Performance Regime and which corresponds to each KPI; |
| "Key Personnel" | means the Supplier's Senior Responsible Owner and the Supplier Agreement Lead; |
| "LCIA Court" | means the London Court of International Arbitration; |
| "LCIA Rules" | means the LCIA Rules of Arbitration; |
| "Legal Advice" | shall be information provided to the Disclosing Party which is either legal advice obtained from the Government Legal Service or legal advice taken from a barrister, solicitor or law firm instructed by the Government Legal Service on behalf of the Disclosing Party or by the Disclosing Party, which is marked as legally privileged or is clearly identifiable as having originated from the Government Legal Service or from the barrister, solicitor or law firm instructed by the Government Legal Service or by the Disclosing Party (in all cases however recorded or preserved), and disclosed or made available either directly or indirectly to the Recipient; |
| "Legal Proceedings" | means any suit, litigation, claim, action, proceeding, arbitration, administrative proceeding, mediation, adjudication or investigation before any Relevant Authority (save that for the purposes of Clause Error! Reference source not found. of the Terms and Conditions (Supplier Warranties and Representations) or Schedule H (Management of Engaged Personnel) it shall only include investigations of which the Supplier is aware, having made all due enquiry); |
| "Letter of Placement" | means a letter of appointment between the Supplier (or, where relevant, a member of the Supplier Group or a Sub-contractor) and a Member of the Engaged Personnel in a form satisfactory to the Authority and based on that form set out in Appendix 1 (Letter of Placement) to Schedule H (Management of Engaged Personnel); |
| "Loss" | means any cost (including reasonable legal and other professional costs, fees and expenses), expense, loss, damage or destruction, compensation, fine or other liability (including any claims, interest, penalty, applicable VAT and similar taxes or liability for deduction of PAYE tax properly incurred) whatsoever or howsoever incurred; |

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| "Losses" | means all reasonable costs (including reasonable legal costs), losses and expenses and all damages, compensation, fines and liabilities howsoever incurred; |
| "Management Board" | has the meaning set out in Schedule C (Supplier Group Governance and Management); |
| "Management Information" | Means the supporting data and information that can be produced from the IT system and can be used to make informed decisions for the business, as outlined in Schedule B (Requirements), Annex H (Functional System Specification); |
| "Management Information System" | means the system used to provide Management Information; |
| "Management Issues" | means, in relation to any Engaged Personnel, all those matters under the relevant Employment Contract requiring action, investigation or decisions by the Supplier (or, where relevant, a member of the Supplier Group or a Sub-contractor), including appraisals and performance issues; pay reviews and the award of other payments and benefits under the Employment Contract; periods of annual leave, sick leave or other leave; absence for any other reason; any complaint about the Engaged Personnel (whether or not that would be dealt with under the disciplinary procedure of the Supplier (or, where relevant, of a member of the Supplier Group or a Sub-contractor)); and any complaint or grievance raised by such Engaged Personnel (whether or not that would be dealt with under the grievance procedure of the Supplier (or, where relevant, of a member of the Supplier Group or a Sub-contractor)); termination of employment; and any disciplinary action; |
| "Material Breach Notice" | has the meaning as set out in Clause 52.2.1; |
| "Materiel" | is a generic term meaning equipment (including fixed assets), stores, supplies and spares; |
| "MDAR" | Means Milestone Delivery Acceptance Report. Document to provide the formal acceptance between Equinox and DE&S that the requirements of a milestone have been completed |
| "Milestones" | means the milestones agreed between the Parties under an Approved Tasking Order; |
| "Mobilisation" | means the period between Commencement Date and the Service Delivery Date (IOC); |
| "Mode 1" | Personnel provided for a specific role against a DE&S Success Profile (role description). These resources are mostly regular contingent labour (Work Force Substitutes (WFS), i.e., those resources required to cover an existing Civil Servant vacancy; |
| "Mode 1A" | Nominated individual for specific assignment. As per Mode 1 above but via nominated individuals; |
| "Mode 2" | Delivery of defined Products and Services. For a Specific Task the Authority Demander may set the specifications and require the Supplier to manage and complete the Specific Task. All such tasks will be output based, and time bound against a defined schedule of work; |

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| “Mode 2A” | Specific tasking as per Mode 2 but with a mini-Competition run through the Supplier’s supply chain for a specific assignment. The competition shall give full transparency to the requesting authority and the Supplier must down-select the best Value for Money (VFM) solution proposal to suit the Authority’s needs. The Prime Supplier will be paid a fee to facilitate a mini competition, in accordance with Schedule E (Payment and Performance); |
| “Mode 3” | Programme of Critical Outputs (Mode 2 and 2a tasked grouped together into Programme); |
| “Mode 4” | Portfolios of Programmes outputs – likely made up of Mode 3 programmes. Mode 4 is to be confirmed between the Supplier and the Authority post award of the Agreement; |
| “MOD Identifiable Information” | 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; |
| “MODNET” | means the Authority’s Office 365-based internal communication and collaboration network; |
| "Month" | means a calendar month and "Monthly" shall be construed accordingly; |
| “Monthly Cap” | means the maximum number of hours within a calendar month in accordance with the available number of Business Days. This is subject to the details of the relevant Approved Tasking Order and unless specifically stated, any time worked over/above this cap will not be billed or accrued into the next Relevant Month; |
| "Monthly Fees Report" | means a report to be submitted by the Supplier to the Authority in accordance with Schedule E (Payment and Performance Management); |
| "New Provider" | means any replacement service provider 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 Agreement; |
| "Non-Transferring Employee" | means any person who immediately prior to 23:59 hours on the day prior to the Commencement Date was employed: (i) by the Authority; or (ii) by any third party retained directly or indirectly by or on behalf of the Authority in relation to the DE&S Programme Functions; |

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| "NSA/DSA" | means, as appropriate, the National or Designated Security Authority of the Supplier that is responsible for the oversight of the security requirements to be applied by the Supplier and for ensuring compliance with applicable national security regulations; |
| "OJEU" | means the Official Journal of the European Union; |
| "Operational Delivery" | means the Operational Delivery specialism or Success Profile as set out in Schedule B (Requirements), Annex C (Success Profiles); |
| "Paragraph" | means a distinct section of a piece of writing, dealing with a single theme and indicated by a new line, indentation, or numbering; |
| "Parties" | means the parties to this Agreement and "Party" means either of them; |
| "Partnering" | means an arrangement where the Supplier works with the Authority as part of our resourcing solution, in an open and joint relationship with the Authority to achieve common objectives; |
| "Payment Mechanism" | means the provisions of Schedule E (Payment and Performance Management); |
| "PDP Hub" | PDP Hub is an informal term used for the Joint Service Delivery Team, which is the integrated team set up in accordance with Schedule B (Requirements), comprising the Supplier Delivery Team, the Supplier Key Personnel and the Authority Delivery Team |
| "PDP Tasking Order Delivery Team" | means the Authority Delivery Team which has initiated the requirement for a Task and which will be the host team; |
| "Performance Regime" | means the KPI management regime set out in Schedule E (Payment and Performance Management); |
| "Performance Warning Notice" | has the meaning given to it in Clause 52.6 (Termination for Poor Performance Breach); |
| "Permitted Recipients" | the parties to this Agreement, the employees of each party [who require this information in order to provide the Services] and any third parties engaged to perform obligations in connection with this Agreement [and <i>any other permitted recipients that MOD and the Supplier have agreed will need access to the personal data which will be shared under the agreement</i>]; |
| "Personal Data" | has the meaning given in the UK GDPR or the EU GDPR as the context requires; |
| "Personal Data Breach" | has the meaning given in the UK GDPR or the EU GDPR as the context requires; |
| "Personnel" | means all persons employed or engaged under an Approved Tasking Order in connection with the performance of the Services (and not including those persons employed within the Supplier Delivery Team or JSDT); |

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| "Personnel Performance Questionnaire" | means the record of the performance of a Member of the Personnel completed by the Authority: every six (6) Months; and at the end of the term of each Approved Tasking Order, and used in the measurement of KPI 2 in such form as the Authority shall provide to the Supplier from time to time; |
| "Personnel Services" | means the Services to be performed during a Placement Period by Personnel, as agreed between the Authority and the Supplier pursuant to an Approved Tasking Order; |
| "Placement" | means, in relation to a Member of the Personnel, the placement by the Supplier, a member of the Supplier Group or a Sub-contractor of such Member of the Personnel with the Authority pursuant to an Approved Tasking Order; |
| "Placement Period" | means, in relation to each Member of the Personnel, the period of a Placement as defined in the relevant Member of the Personnel's Letter of Placement; |
| "Plastic Packaging Component(s)" | shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation; |
| "PPT" | means a tax called "plastic packaging tax" charged in accordance with Part 2 of the Finance Act 2021; |
| "PPT Legislation" | means the legislative provisions set out in Part 2 and Schedules 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, The Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and The Plastic Packaging Tax (General) Regulations 2022; |
| "Pre-Mobilisation Checklist" | means the onboarding check-list to be updated from time to time with approval always of the Authority, and which shall align to the requirements set out in Schedule H (Management of Engaged Personnel); |
| "Pre-Qualification Questionnaire" | means the document of that name issued to Tenderers on 17 th February 2023; |
| "Prescribed Rate" | means a rate of five (5) per cent per annum above the Bank of England base rate; |
| "Previous Supplier" | Not applicable |
| "Previous Supplier Employee" | means an employee of a Previous Supplier who immediately before the Relevant Transfer Date is assigned to carry out the services to be carried out by the Supplier or a Sub-Contractor under this Contract and who has not been dismissed, resigned, been reassigned or objected to the Relevant Transfer; |

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| "Privilege and Confidentiality Agreement" | means a privilege and confidentiality agreement between the Authority and Engaged Personnel which shall be in substantially the agreed form set out in Schedule H (Management of Engaged Personnel), with such amendments as are reasonably necessary so as to give it effect; |
| "Processing" | has the meaning given to it under the UK GDPR or the EU GDPR as the context requires; |
| "Product" | means a Supplier Deliverable delivered to the Authority in response to an Approved Tasking Order; |

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| "Prohibited Act" | <p>means:</p> <p>offering, giving or agreeing to give to any servant of the Crown, or receiving any gift or consideration or financial or other advantage of any kind as an inducement or reward, for the benefit of itself or another person, or which it would be improper to accept:</p> <p>for doing or not doing (or for having done or not having done), or attempting to do or not do any act in relation to the obtaining, execution or performance of this Agreement or any other contract with the Crown either inside or outside the UK; or</p> <p>for showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Crown;</p> <p>entering into this Agreement or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by the Supplier or on its behalf, or to its knowledge, unless before the relevant contract is entered into particulars of any such commission and of the terms and conditions of any such contract for the payment thereof have been disclosed in writing to and authorised in writing by the Authority;</p> <p>committing any offence:</p> <p>under the Prevention of Corruption Acts 1889-1916;</p> <p>under Applicable Laws relating to anti-bribery and anti-corruption including the Bribery Act 2010 and the Anti-Terrorism, Crime and Security Act 2001;</p> <p>which would constitute an offence under Sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;</p> <p>under Applicable Laws creating offences in respect of fraudulent acts; or</p> <p>at common law in respect of fraudulent acts in relation to this Agreement or any other contract with the Crown;</p> <p>defrauding or attempting to defraud or conspiring to defraud the Crown; or</p> <p>failing to promptly report to the Authority any request or demand for any undue financial or other advantage of any kind received by the Supplier or any Supplier Related Party in connection with the performance of this Agreement of which it is or ought reasonably to have been aware;</p> |
| "Project Controls" | means the Functional activities set out in Schedule B (Requirements); |
| "Project Delivery" | means the Functional activities set out in Schedule B (Requirements); |
| "Project Management" | means the Functional activities set out in Schedule B (Requirements); |

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| “Project Management Plan” | Means a plan produced by the Supplier or by the Delivery Team defining project goals and objectives, specifies tasks and how goals will be achieved, identifies what resources will be needed and associated budgets and timelines for completion; |
| "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; |
| “Publishable Performance Information” | means any of the information in the Schedule G (Supplier’s Commercially Sensitive Information) KPI Data Report as it relates to a Key Performance Indicator where it is expressed as publishable in the table in Schedule G (Supplier’s Commercially Sensitive Information) which shall not contain any information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information; |
| "Purpose" | means to enable the Recipient to undertake the activities and services as required by the Agreement; |
| "Quality and Performance Issues" | means any Quality and Performance Issues in relation to the Services that have been raised by either Party whether or not entered into the issues log for resolution in accordance with Schedule E (Payment and Performance); |
| "Rate Cards" | means the table of Firm Price Day Rates for each Success Profile at Schedule E (Payment and Performance); |
| "Rates" | has the meaning given to it in Paragraph Schedule E (Payment and Performance); |
| “Real Time” | means the ability to interrogate the system on any given day of the week/month and be able to see data which is accurate and no more than 24/48hrs old. |
| "Relevant Authority" | means any court or tribunal or other (local, national or supra-national) agency, inspectorate, minister, ministry, official, public or statutory body with jurisdiction in relation to any suit, litigation, claim, action, proceeding, arbitration, administrative proceeding, mediation, adjudication or investigation in the UK, the EU or any other jurisdiction; |
| "Relevant Month" | means the Month during which payment of an amount is first claimed by the Supplier pursuant to Clause 45.2 (Invoicing and Payment); |
| “Relevant Statutory Scheme” | has the same meaning as in Regulation 8 of the Transfer Regulations; |
| “Relevant Transfer” | means a transfer to the Supplier or an Employing Sub-Contractor of a Previous Supplier Employee pursuant to this Contract and the Transfer Regulations; |

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| "Relevant Transfer Date" | means the date on which a Relevant Transfer is effected for Previous Supplier Employees; |
| "Remediable Breach" | has the meaning given to it in Clause 52.4 (Remediable Breach); |
| "Remediation Programme" | has the meaning given to it in Clause 52.5 (Remediation Programme); |
| "Replacement Services" | has the meaning given to it in paragraph 1.2 of Schedule O (Exit) any services which are the same as or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination or partial termination of this Agreement, whether those services are provided by the Authority internally and/or by any Third Party; |
| "Replacement Supplier" | any Third Party service provider of Replacement Services appointed by the Authority from time to time (or where the Authority is providing replacement Services for its own account, the Authority); |
| "Reporting Date" | means 31 March (or such alternative date agreed between the parties (acting reasonably) in writing having regard for the end date of the Supplier's financial year) each year of the Contract Period; |
| "Representatives" | means the Supplier's Representative and the ADT Commercial Leads; |
| "Representatives' Dispute Notice" | has the meaning given to it in Paragraph 2.1 (Parties' Representatives) of Schedule L (Dispute Resolution Procedure); |
| "Representatives' Dispute Settlement Agreement" | has the meaning given to it in Paragraph 2.2 (Parties' Representatives) of Schedule L (Dispute Resolution Procedure); |
| "Request for Arbitration" | has the meaning given to it in the LCIA Rules; |
| "Request for Information" | has the meaning given to it in the FOIA; |
| "Required Action" | means the action taken after serving of the notice referred to in Clause Error! Reference source not found. (Step In) and any consequential additional action as the Authority reasonably believes is necessary as set out in Clause 55.3; |
| "Required Skills" | means the level of skills, knowledge and experience expected from Personnel, identified for such member of the Personnel as being required to carry out the relevant Approved Tasking Order; |
| "Requirement" | means the requirements described in Schedule B (Requirements); |
| "Retained Amount" | has the meaning given to it in Schedule E (Payment and Performance Management); |
| "Retention" | has the meaning given to it in Schedule E (Payment and Performance Management); |

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| "Retention Value" | means each amount (whether expressed as a lump sum or as a percentage) (labelled as a "Retention Value" for each KPI) set out in Schedule E (Payment and Performance Management); |
| "Revenue" | means the aggregate revenue (excluding VAT and before the application of any deduction, set-off or other remedy) that the Supplier has received under the Agreement with the Authority; |
| "Review Close-Out Meeting" | has the meaning given to it in Clause 35.5.2 (Review Findings and Corrective Action); |
| "Review Representatives" | has the meaning given to it in Clause 35.3 (Authority Review); |
| "Revised Due Date" | means the date that is thirty (30) Business Days after the end of a Remediable Breach; |
| "Risk Management" | means the Project Control specialism or Success Profile as set out in Schedule B (Requirements), Annex C (Success Profiles); |
| "Risk & Opportunities Management Plan (ROMP)" | means a plan that shall include and detail, but not be limited to, the risk & opportunities management processes including escalation process which shall be adopted for the duration of the Agreement; |
| "Risk Register" | means a register of all possible events that could cause harm or loss or affect the ability to achieve the objectives of the Services. A risk is measured by the probability of the threat, the vulnerability of the Services to that threat, and the impact if it would have occurred; |
| "Secret Matter" | means any matter connected with this Agreement or any Associated Contract or DE&S which is designated in writing by the Authority as "Top Secret" or "Secret" (or with any equivalent classification in use from time to time) and shall include any information concerning the content of such matter and anything which contains or may reveal that matter; |
| "Security Aspects Letter" | means the letter issued in accordance with Clause 58 (Security Aspects Letter); |
| "Security Policy Framework" | means the security policy framework produced by the Government Security Secretariat within the Cabinet Office which sets out the standards, best practice guidelines and approaches that are required to protect UK Government assets, as amended from time to time; |
| "Self Support" | means the processes and procedures put in place by the Supplier to train and support Personnel that will ensure that support requested from the Authority's permanent employees is minimised, in accordance with Schedule B (Requirements); |
| "Senior Dispute Notice" | has the meaning given to it in Paragraph 3.2 in Schedule L (Dispute Resolution Procedure); |

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| "Senior Representative" | means the senior representative of a Party designated by the Supplier's Representative or the Authority Delivery Team (ADT) Programme Lead (as applicable) who has authority to meet with the other Party's Senior Representative in accordance with this Dispute Resolution Procedure and the expression "Senior Representatives" shall be construed accordingly; |
| "Senior Representative Dispute Settlement Agreement" | has the meaning given to it in Paragraph 3.4 of Schedule L (Dispute Resolution Procedure); |
| "Service Delivery Date" | means the date on which the Supplier is required to provide the Services; |
| "Services" | means the services to be provided by the Supplier (and the Supplier Related Parties) pursuant to this Agreement as defined in Schedule B (Requirements); |
| "Sites" | means any premises from which Supplier Deliverables are provided in connection with this Agreement or from which the Supplier or any relevant Sub-contractor manages, organises or otherwise directs the provision or the use of the Supplier Deliverables and/or any sites from which the Supplier or any relevant Sub-contractor generates, processes, stores or transmits MOD Identifiable Information in relation to this Agreement; |
| "SME" | means Small and Medium-sized Enterprise, 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; |
| "Solicitation Date" | has the meaning given to it in Clause 43 (Non-solicitation); |
| "Specific Task" | has the meaning given to it in Schedule B (Requirements); |
| "Specific Task Amount" | has the meaning given to it in Schedule E (Payment and Performance Management); |
| "Stabilisation Period" | means the period between the Services Delivery Date and the Transition Complete Date; |
| "Standard Contractual Clauses" | means the clauses produced following the European Commission's decision 2021/914/EU set out in Annex 2 to Schedule S (Processing Personal Data); |
| "Statement of Requirement" | means the Schedule B (Requirements) setting out the services to be provided by the Supplier (and the Supplier Related Parties) pursuant to this Agreement; |
| "Sub-contract" | means any contract, agreement or other arrangement (whether in writing or otherwise) between the Supplier and a Third Party under which goods or services (including advisory services) are provided to the Supplier to assist it in performing its obligations under this Agreement; |
| A "Sub-Contracting Arrangement" | means any contract, agreement or other arrangement (whether in writing or otherwise) between the Supplier and a Third Party under which goods or services (including advisory services) are provided to the Supplier to assist it in performing its obligations under this Agreement; |

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| "Sub-contractor" | means any sub-contractor engaged by the Supplier or by any other sub-contractor of the Supplier at any level of sub-contracting to provide Supplier Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Sub-contract' shall be interpreted accordingly; |
| "Sub-contractor Compliance Agreement" | means a Compliance Agreement entered into by a Sub-contractor approved by the Authority; |
| "Sub-contract Revenue" | means the aggregate revenue (excluding VAT and before the application of any deduction, set-off or other remedy) that any Sub-contractor has been paid by the Supplier under a Sub-contract; |
| "Submission" | means the point at which the Authority submits a request for Personnel, applicable to all Modes, and used for the start of performance measuring in KPI 1; |
| "Subsequent Relevant Transfer" | means a transfer of the employment of Subsequent Transferring Employees from the Supplier or any Employing Sub-Contractor to a New Provider or the Authority under the Transfer Regulations on termination, partial termination or expiry of this Agreement; |
| "Subsequent Transfer Date" | means the date on which the transfer of a Subsequent Transferring Employee takes place under the Transfer Regulations; |
| "Subsequent Transferring Employee" | means an employee wholly or mainly employed or otherwise assigned to the Services whose employment transfers under the Transfer Regulations from the Supplier or any Employing Sub-Contractor to a New Provider on termination, partial termination or expiry of this Agreement; |
| "Success Profile Level Standard" | means the standards described in Schedule B (Requirements), Annex C (Success Profiles); |
| "Supplier" | means the entity who, by the Agreement, undertakes to supply the Articles, or perform the Service, or both for the Authority as is provided by the Agreement. Where the Supplier is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Agreement may be assigned by the Supplier with the consent of the Authority; |
| "Supplier Agreement Lead" | means the person identified as such, or their replacement, approved in accordance with Clause 42 (Key Personnel) from time to time; |

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| “Supplier Background IPR” | means: IPR that is owned by or licensed to the Supplier or any Supplier Related Party or COI Associate before the Commencement Date; and IPR that is or has been created, developed or acquired by or licensed to the Supplier or any Supplier Related Party or any COI Associate for purposes other than: (i) the Supplier fulfilling its obligations under this Agreement; and (ii) the Supplier Related Party or any COI Associate performing the Supplier's obligations under this Agreement; |
| “Supplier Commercially Sensitive Information” | shall mean the information listed in the Schedule G (Supplier's Commercially Sensitive Information) to the Contract, being information notified by the Supplier to the Authority which is acknowledged by the Authority as being Commercially Sensitive Information; |
| “Supplier Deliverable(s)” | means any outputs and products provided or produced by the Supplier (or any Supplier Related Party) pursuant to this Agreement or the Services; |
| “Supplier Delivery Team” | means the delivery team responsible for the proactive management of the Supplier's obligations under this Agreement appointed by the Supplier to the JSOT in accordance with Schedule B (Requirements); |
| “Supplier Delivery Team Personnel” | means those employees of the Supplier or a member of the Supplier Group appointed to the Supplier Delivery Team; |
| "Supplier Event of Default" | means each event of default listed in Clause 52.1 of the Terms and Conditions (Termination for Supplier Event of Default); |
| "Supplier Group" | means the consortium of companies formed as the Equinox Consortium comprising the entities listed in Schedule C (Supplier Group Governance and Management) Paragraph 1 (Supplier Group Governance); |
| "Supplier Insurances" | has the meaning given to it in Clause 77 (Insurance) of the Terms and Conditions ; |
| "Supplier Performance Report" | means the Management Information required in accordance with Schedule B, in a form agreed with the Authority, against which the Supplier's performance will be measured for purposes of KPI 3; |
| “Supplier Proposal” | means the method by which the Supplier proposes an amendment to the Agreement as set out in Clause 17.6; |

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| "Supplier Related Parties" | means one or more of: an officer, employee, representative, agent or adviser of the Supplier; a member of the Supplier Group; a Sub-contractor and any further sub-contractor of any tier; and an officer, employee, representative, agent or adviser of a Sub-contractor, and shall include any Engaged Personnel who are placed by the Supplier (whether directly or indirectly through a Sub contractor) with the Authority in accordance with Clause 26.1 (Obligations of the Supplier) of the Terms and Conditions; |
| "Supplier's Representative" | is the person appointed pursuant to Clause 13 Error! Reference source not found. Conditions (Supplier's Representative) of the Terms and; |
| "Supplier's Warranted Data" | means the information relating to the Supplier and the COI Associates that is warranted in accordance with Schedule F (COI Compliance Regime); |
| "Supplier SRO" | means the person identified as such in accordance with Clause 42 (Key Personnel) from time to time; |
| "Support Services" | means services defined in Schedule B (Requirements); |
| "SyOps" | Security Operating Instructions issued by the Authority; |
| "T&S Costs" | means any travel and subsistence costs incurred by any Engaged Personnel that are reclaimable in accordance with Schedule H (Management of Engaged Personnel); |
| "Task" | means an Approved Tasking Order for the provision of Personnel to fulfil a vacancy or complete a Specific Task; |
| "Tasking Order Delivery Manager" | means the manager (or delegate) of the Authority who undertakes activities identified for that role under this Agreement; |
| "Tasking Process" | means the process set out in Schedule B (Requirements), Annex G; |
| "Task Order" | means an Approved Tasking Order for the provision of Personnel to fulfil a vacancy or complete a Specific Task in the form set out in Schedule B (Requirements); |
| "Task Order ID" | has the meaning given to it in Schedule B (Requirements); |
| "Tenderer" | means any tenderer or potential tenderer who participated in the Competition in any respect; |
| "Term" | means the period ending 5 (five) years from IOC date 04.03.24 or on earlier termination of this Contract; |
| "Termination Assistance Notice" | has the meaning given in Paragraph 6.1 of Schedule O (Exit Plan); |

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| "Termination Assistance Period" | in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Services; as such period may be extended pursuant to Paragraph 6.1.3 of Schedule O (Exit Plan); |
| "Termination Date" | means the date of early termination of this Agreement in accordance with Clause 52 (Early Termination); |
| "Termination Notice" | has the meaning given to it in Clause 52.4 (Remediable Breach); |
| "Termination Services" | has the meaning given to it in Paragraph 10.1 of Schedule O (Exit Plan); |
| "Third Party" | means any person other than the Parties; |
| "Third Party IPR" | means IPR which is: owned by a Third Party (other than a Supplier Related Party or a COI Associate); or licensed to a Third Party (other than a Supplier Related Party or a COI Associate) and in respect of which that Third Party has the right to grant sub-licences; |
| "Through Life Management Plan" | means a plan produced by the Supplier which states the objectives, assumptions and resources that comprise the through life planning process for the Services, and which should inform all project-related decisions; |
| "Total Annual Fee" | means, in relation to each Contract Year, the total of all Fees in relation to Services delivered in that Contract Year; |
| "Total Personnel Placements" | means the sum of: all Overdue Personnel Placements; and any other placements where Personnel were deployed to the relevant specific vacancies; |
| "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; |
| "Transition Period" | means the period when the Transition Plan activities are being implemented; |
| "Transparency Information" | means the content of the Contract in its entirety, including from time to time agreed changes to the Contract, except for (i) any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information; |
| "Treaties" | means the Treaty on European Union ("TEU") and the Treaty on the Functioning of the European Union ("TFEU"); |

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| "Tribunal" | means an arbitral tribunal appointed in respect of an Existing Dispute; |
| "Twice Yearly Satisfaction Survey" | means the survey initiated by the SRO twice per year to the PDP Authority Steering Group – PASG members (Authority SRO & wider MOD TLBs PDP leads), the PDP Programme Board – PPB members (DE&S Domain COOs and PD and OD Functions Hds), the Snr Ops Manager and the ADT Commercial Lead. |
| "UIN " | means Unique Identity Number as a MOD Accounting code; |
| "UK" | means the United Kingdom of Great Britain and Northern Ireland; |
| "UK GDPR" | means the General Data Protection Regulation (Regulation (EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019; |
| "VAT" | means any value added taxes; |
| "VCSE" | means Voluntary, Community and Social Enterprise, a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives; |
| "Wider MOD" | means any other MOD Departments and organisations except DE&S; |
| "Wilful Misconduct" | means: any act or failure to act (whether sole, joint or concurrent) by any person (or its officers, employees, representatives, agents or advisers) in breach of a duty owed to another person which was intended to cause harmful consequences and in relation to which such person knew, or should have known, such act or failure would be a breach of duty and would have such effect on the safety or property of another person; and any act of fraud by any person (or its officers, employees, representatives, agents or advisers); |
| "Withheld Amount" | means any part of any payment claimed by the Supplier pursuant to this Agreement that the Authority determines is not payable pursuant to this Agreement; |
| "Year" | means the twelve (12) month period from (but excluding) a day to (and including) the day bearing the same number in the same Month of the following year (or, in the case only of a year commencing on 29 February, to the next following 28 February); |