

Joint Schedule 1 (Definitions)

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Joint Schedule 1 (Definitions)

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

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1.3.12 where the Buyer is a Central Government Body it shall be treated as contracting with the Crown as a whole;

1.3.13 any reference in a Contract which immediately before Exit Day was a reference to (as it has effect from time to time):

(a) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement ("**EU References**") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time; and

(b) any EU institution or EU authority or other such EU body shall be read on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred; and

1.3.14 unless otherwise provided, references to "**Buyer**" shall be construed as including Exempt Buyers; and

1.3.15 unless otherwise provided, references to "**Call-Off Contract**" and "**Contract**" shall be construed as including Exempt Call-off Contracts.

1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Accounting Reference Date"	means in each year the date to which the Supplier prepares its annual audited financial statements; as found in Call-Off Schedule 8 (Business Continuity and Disaster Recovery);
"Achieve"	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and " Achieved ", " Achieving " and " Achievement " shall be construed accordingly;
"Additional Insurances"	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Joint Schedule 3 (Insurance Requirements);
"Admin Fee"	means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on: http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees ;

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“Affected Party”	the Party seeking to claim relief in respect of a Force Majeure Event;
“Affiliates”	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
“Agency Supply”	means the Route to Talent which provides access to a Tailored Supply Chain for the sourcing of Workers;
“Annex”	extra information which supports a Schedule;
“Annual Revenue”	has the meaning given to it in Call-Off Schedule 24 (Corporate Resolution Planning);
“Annual Meetings”	Review has the meaning given to it in Framework Schedule 4 (Framework Management);
“Appropriate Authority/ appropriate Authorities”	has the meaning given to it in Call-Off Schedule 24 (Corporate Resolution Planning);
“Approval”	the prior written consent of the Buyer and “Approve” and “Approved” shall be construed accordingly;
“Assigned Rights”	has the meaning given to it in paragraph 9.2 of Clause 9 (Intellectual Property Rights) of the Core Terms as amended in the Special Terms;
“Assurance”	Confirmation from the Relevant Authority that the information provided in relation to Call-Off Schedule 24 (Corporate Resolution Planning) is adequate;
“Audit”	<p>the Relevant Authority’s right to:</p> <ul style="list-style-type: none">a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Services;c) verify the Open Book Data;d) verify the Supplier’s and each Subcontractor’s compliance with the Contract and applicable Law;e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (Corporate

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	<p>Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</p> <p>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</p> <p>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</p> <p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources; or</p> <p>verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;</p>
"Auditor"	<p>a) the Relevant Authority's internal and external auditors;</p> <p>b) the Relevant Authority's statutory or regulatory auditors;</p> <p>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Relevant Authority to carry out audit or similar review functions; and</p> <p>successors or assigns of any of the above;</p>
"Authority"	CCS and each Buyer;
"Authority Cause"	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of

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	the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier;
“Agency Worker Regulations” or “AWR”	means the Agency Worker Regulations 2010 as amended from time to time;
“BACS”	the Bankers’ Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
“BCDR Plan”	the business continuity and disaster recovery plan;
“Benchmark Deliverables”	has the meaning given to it in Call-Off Schedule 16 (Benchmarking);
“Benchmark Review”	has the meaning given to it in Call-Off Schedule 16 (Benchmarking);
“Benchmarked Service”	services similar to those provided under the Contract that are used when undertaking a Benchmark Review;
“Benchmarking”	the carrying out of a Benchmark Review;
“Benchmarking Report”	has the meaning given to it in Call-Off Schedule 16 (Benchmarking);
“Beneficiary”	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
“Blended Rates”	means the percentage figure used for calculating ENIC costs to be charged to the Buyer;
“Branding Materials”	has the meaning given to it in paragraph 9.18 of Clause 9 (Intellectual Property Rights) of the Core Terms as amended by the Special Terms;
“Business Continuity Plan”	has the meaning given to it in Paragraph 1.3.2 of Call-Off Schedule 8 (Business Continuity and Disaster Recovery);
“Buyer”	the relevant public sector purchaser identified as such in the Order Form;
“Buyer Assets”	the Buyer’s infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables which remain the property of the Buyer throughout the term of the Contract;

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“Buyer Authorised Representative”	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form;
“Buyer Authorised User”	users of the VMS designated by the Buyer to access the VMS on behalf of the Buyer;
“Buyer Expenses Policy”	the policy of the Buyer setting out the expenses that a supplier can claim repayment of;
“Buyer Premises”	premises owned, controlled, or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them);
“Cabinet Office Markets and Suppliers Team”	has the meaning given to it in Call-Off Schedule 24 (Corporate Resolution Planning);
“Call-Off Contract”	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form;
“Call-Off Contract Commencement Date”	means the date from which delivery of the services commences;
“Call-Off Contract Period”	the Contract Period in respect of the Call-Off Contract;
“Call-Off Expiry Date”	the scheduled date of the end of a Call-Off Contract as stated in the Order Form;
“Call-Off Incorporated Terms”	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form;
“Call-Off Initial Period”	the Initial Period of a Call-Off Contract specified in the Order Form;
“Call-Off Optional Extension Period”	such period or periods beyond which the Call-Off Initial Period may be extended as specified in the Order Form;
“Call-Off Procedure”	the process for awarding a Call-Off Contract pursuant to Clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Award Procedure);
“Call-Off Special Terms”	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract;
“Call-Off Start Date”	the date of start of a Call-Off Contract as stated in the Order Form;

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“Call-Off Tender”	the tender submitted by the Supplier in response to the Buyer’s Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 4 (Call-Off Tender);
“CCS”	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP;
“CCS Authorised Representative”	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form;
“CCS Data”	<p>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, including any of the CCS’s Confidential Information, and which:</p> <ul style="list-style-type: none">i) are supplied to the Supplier by or on behalf of the CCS; orii) the Supplier is required to generate, process, store or transmit pursuant to a Contract;
“CCS Premises”	the premises provided by the CCS and to which the Supplier is given access to in order to allow the Supplier to deliver the Services under this Framework;
“Central Government Body”	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none">a) Government Department;b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);c) Non-Ministerial Department; ord) Executive Agency;
“Change in Law”	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date;
“Change of Control”	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010;
“Charges”	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in Annex 1 of Call Off Schedule 5 (Pricing Details) for the

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	full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions;
“Claim”	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract;
“Claim Losses”	as defined in Joint Schedule 11 (Data);
“Class 1 Transaction”	has the meaning given to it in Call-Off Schedule 24 (Corporate Resolution Planning);
“Cohort”	means a group of RTD Workers, supplied by the same RTD Supplier at the same time, and engaged and trained in the same specialism (or where only a single worker is required, one RTD Worker);
“Commercially Sensitive Information”	the Confidential Information including, but not limited to, any listed in the Order Form and at Joint Schedule 4 (Commercially Sensitive Information), which for the avoidance of doubt shall include commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss, together with the details and pricing of the SOW Delivery and the information contained in any SOW RFP or Statement of Work;
“Comparable Deliverables”	has the meaning given to it in Call-Off Schedule 16 (Benchmarking);
“Comparable Rates”	has the meaning given to it in Call-Off Schedule 16 (Benchmarking);
“Comparable Supply”	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
“Comparison Group”	has the meaning given to it in Call-Off Schedule 16 (Benchmarking);
“Compliance Information”	has the meaning given to it in Framework Schedule 4 (Framework Management);
“Compliance Officer”	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
“Confidential Information”	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked

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	as “ confidential ”) or which ought reasonably to be considered to be confidential;
“ Conflict of Interest ”	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS;
“ Contingent Labour Services ”	means the services to be provided by the Supplier to the Buyer as set out in Annex 1 of Call Off Schedule 20 (Specification);
“ Contingent Labour Requisition ”	means a Buyer’s request for a specific vacancy to be filled in connection with the Contingent Labour Service pursuant to the Call-Off Contract, and submitted through the VMS;
“ Contingent Labour Work Order ”	means the information set out in the VMS detailing the requirements of a Worker assignment established pursuant to a Contingent Labour Requisition, under which a Worker provides the Worker Services;
“ Continuous Improvement ”	has the meaning given to it in Framework Schedule 4 (Framework Management);
“ Continuous Improvement Plan ”	has the meaning given to it in Framework Schedule 4 (Framework Management);
“ Contract ”	either the Framework Contract or the Call-Off Contract, as the context requires;
“ Contract Period ”	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: a) applicable Start Date; or b) the Effective Date up to and including the applicable End Date;
“ Contract Value ”	the higher of the actual or expected total Charges paid or payable under a Contract where all obligations are met by the Supplier;
“ Contract Year ”	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof;
“ Contract Manager ”	the manager appointed in accordance with paragraph 2.1 of Call-Off Schedule 15 (Call-Off Contract Management);
“ Control ”	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and “Controlled” shall be construed accordingly;
“ Controller ”	has the meaning given to it in the UK GDPR;

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“Core Terms”	CCS’ terms and conditions for common goods and services which govern how Suppliers must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts as amended by the Special Terms;
“Corporate Change Event”	has the meaning given to it in Call-Off Schedule 24 (Corporate Resolution Planning);
“Corporate Change Event Grace Period”	has the meaning given to it in Call-Off Schedule 24 (Corporate Resolution Planning);
“Corporate Resolvability Assessment (Structural Review)”	has the meaning given to it in Call-Off Schedule 24 (Corporate Resolution Planning);
“Costs”	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <ul style="list-style-type: none">a) the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Work Day, of engaging the Supplier Staff, including:<ul style="list-style-type: none">i) base salary paid to the Supplier Staff;ii) employer’s National Insurance contributions;iii) pension contributions;iv) car allowances;v) any other contractual employment benefits;vi) staff training;vii) work place accommodation;viii) work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); andix) reasonable recruitment costs, as agreed with the Buyer;b) costs incurred in respect of Supplier Assets 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 Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and

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	<p>properly incurred by the Supplier in the provision of the Deliverables; and</p> <p>d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>e) Overhead;</p> <p>f) financing or similar costs;</p> <p>g) maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>h) taxation;</p> <p>i) fines and penalties;</p> <p>j) amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
“Critical National Infrastructure” or “CNI”	has the meaning given to it in Call-Off Schedule 24 (Corporate Resolution Planning);
“Critical Service Contract”	has the meaning given to it in Call-Off Schedule 24 (Corporate Resolution Planning);
“CRP Information”	has the meaning given to it in Call-Off Schedule 24 (Corporate Resolution Planning);
“CRTPA”	the Contract Rights of Third Parties Act 1999;
“Data Protection Impact Assessment”	an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
“Data Protection Legislation”	(i) the UK GDPR 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;
“Data Protection Liability Cap”	the amount specified in the Framework Award Form;
“Data Protection Officer”	has the meaning given to it in the UK GDPR;
“Data Subject”	has the meaning given to it in the UK GDPR;

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“Data Subject Access Request”	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;
“Deductions”	all Service Credits, Delay Payments (if applicable), or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract;
“Default”	any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority;
“Default Management Charge”	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
“Delay Payments”	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
“Deliverables”	Goods and/or Services that may be ordered under the Contract including the Documentation;
“Delivery”	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by the either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Implementation Plan and Testing) is used issue by the Buyer of a Satisfaction Certificate. “Deliver” and “Delivered” shall be construed accordingly;
“Direct Hire”	means the attraction and hiring of Workers direct from the market;
“Disaster”	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable); found in Call-Off Schedule 8 (Business Continuity and Disaster Recovery);
“Disaster Recovery Deliverables”	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster; found in Call-Off Schedule 8 (Business Continuity and Disaster Recovery);
“Disaster Recovery Plan”	has the meaning given to it in Paragraph 1.3.3 of Call-Off Schedule 8 (Business Continuity and Disaster Recovery);

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“Disaster Recovery System”	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster; found in Call-Off Schedule 8 (Business Continuity and Disaster Recovery);
“Disclosing Party”	the Party or Subcontractor directly or indirectly providing Confidential Information to the other Party in accordance with Clause 15 (What you must keep confidential);
“Dispute”	any claim, dispute or difference (whether contractual or non-contractual) arising out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
“Dispute Resolution Procedure”	the dispute resolution procedure set out in Clause 34 (Resolving disputes);
“Documentation”	<p>descriptions of the Services and Service Levels, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <ul style="list-style-type: none">a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverablesb) is required by the Supplier in order to provide the Deliverables; and/or <p>has been or shall be generated for the purpose of providing the Deliverables;</p>
“DOTAS”	the Disclosure of Tax Avoidance Schemes rules which require a promoter of Tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance contributions;
“DPA 2018”	the Data Protection Act 2018;

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“Due Diligence Information”	any information supplied to the Supplier by or on behalf of the Authority prior to the Start Date;
“Effective Date”	the date on which the final Party has signed the Contract;
“EIR”	the Environmental Information Regulations 2004;
“Electronic Invoice”	an invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing and which complies with (a) the European standard and (b) any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870;
“Employment Regulations”	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
“End Date”	the earlier of: a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Authority under Clause 10.1.2); or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
“End to End”	end to end is a continuous process of identifying the need, finding and onboarding suppliers and managing them efficiently to satisfy customer requirements as efficiently as possible through the full process cycle;
“Environmental Policy”	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer;
“Equality and Human Rights Commission”	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
“Equivalent Data”	has the meaning given to it in Call-Off Schedule 16 (Benchmarking);
“Estimated Year 1 Charges”	the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;
“Estimated Yearly Charges”	means for the purposes of calculating each Party’s annual liability under clause 11.2 :

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	<ul style="list-style-type: none">i) in the first Contract Year, the Estimated Year 1 Charges; orii) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; oriii) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
“Ethical Wall Agreement”	the agreement to be entered into by the Supplier on request by the CCS in the circumstances as set out in paragraph 4 of Framework Schedule 11 (Exit Management) and substantially in the form as set out in Annex 2 of Framework Schedule 11 (Exit Management);
“EU GDPR”	has the meaning given to it in in Joint Schedule 11 (Processing Data);
“Exempt Buyer”	<p>a public sector purchaser that is:</p> <ul style="list-style-type: none">a) eligible to use the Framework Contract; andb) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of:<ul style="list-style-type: none">i) the Regulations;ii) the Concession Contracts Regulations 2016 (SI 2016/273);iii) the Utilities Contracts Regulations 2016 (SI 2016/274);iv) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);v) the Remedies Directive (2007/66/EC);vi) Directive 2014/23/EU of the European Parliament and Council;vii) Directive 2014/24/EU of the European Parliament and Council;viii) Directive 2014/25/EU of the European Parliament and Council; or <p>Directive 2009/81/EC of the European Parliament and Council;</p>
“Exempt Call-off Contract”	the contract between the Exempt Buyer and the Supplier for Deliverables which consists of the terms set out and referred to in the Order Form incorporating and, where necessary, amending, refining or adding to the terms of the Framework Contract;

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“Exempt Procurement Amendments”	any amendments, refinements or additions to any of the terms of the Framework Contract made through the Exempt Call-off Contract to reflect the specific needs of an Exempt Buyer to the extent permitted by and in accordance with any legal requirements applicable to that Exempt Buyer;
“Existing IPR”	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
“Exit Day”	shall have the meaning in the European Union (Withdrawal) Act 2018;
“Exit Manager”	the nominated lead responsible for exit management in accordance with Framework Schedule 4 (Framework Management);
“Exit Plan”	the plan produced and updated by the Supplier in accordance with the requirements of this Framework Contract as set out in Call-Off Schedule 10 (Exit Management) and Framework Schedule 11 (Exit Management);
“Expiry Date”	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
“Exposure Information”	the information set out in Annex 1 of Call-Off Schedule 24 (Corporate Resolution Planning);
“Extension Period”	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
“Financial Distress Event”	as defined in Joint Schedule 7 (Financial Difficulties);
“Financial Review Meetings”	has the meaning given to it in Framework Schedule 4 (Framework Management);
“FOIA”	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
“Force Majeure Event”	any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including: <ul style="list-style-type: none">a) riots, civil commotion, war or armed conflict;b) acts of terrorism;

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	<p>c) acts of government, local government or regulatory bodies;</p> <p>d) fire, flood, storm or earthquake or other natural disaster,</p> <p>but excluding any industrial dispute relating to the Supplier, the Supplier Staff or any other failure in the Supplier or the Subcontractor's supply chain;</p>
"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Framework Award Form"	the document outlining the Framework Incorporated Terms and crucial information required for the Framework Contract, to be executed by the Supplier and CCS;
"Framework Contract"	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the notice published on the Find a Tender Service;
"Framework Contract Implementation Plan"	the implementation plan to be agreed and reviewed from time to time in accordance with Framework Schedule 10 (Implementation Transition and Testing);
"Framework Contract Implementation Period"	the period for implementation of the Framework Contract as set out in Framework Schedule 10 (Implementation, Transition, and Testing);
"Framework Contract Period"	the period from the Framework Start Date until the End Date of the Framework Contract;
"Framework Contract Transition Plan"	the transition plan to be agreed and reviewed from time to time in accordance with Framework Schedule 10 (Implementation Transition and Testing);
"Framework Expiry Date"	the scheduled date of the end of the Framework Contract as stated in the Framework Award Form;
"Framework Incorporated Terms"	the contractual terms applicable to the Framework Contract specified in the Framework Award Form;
"Framework Key Roles"	the key roles of individuals who the Supplier shall appoint to assist with delivery of the Framework Contract, as set out in Framework Schedule 12 (Key Supplier Staff);
"Framework Key Staff"	the key staff who the Supplier shall appoint to assist with delivery of the Framework Contract, as set out in Framework Schedule 12 (Key Supplier Staff);

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“Framework Optional Extension Period”	such period or periods beyond which the Framework Contract Period may be extended as specified in the Framework Award Form;
“Framework Price(s)”	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices);
“Framework Service Commencement Date”	means the date from which the services are operational and available to Buyers;
“Framework Special Terms”	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract;
“Framework Start Date”	the date of start of the Framework Contract as stated in the Framework Award Form;
“Framework Tender Response”	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender);
“Further Competition Procedure”	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
“General Anti-Abuse Rule”	a) the legislation in Part 5 of the Finance Act 2013; and b) any future legislation introduced into parliament to counteract Tax advantages arising from abusive arrangements to avoid National Insurance contributions;
“General Change in Law”	a Change in Law where the change is of a general legislative nature (including Tax or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
“Good Industry Practice”	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
“Good Value”	has the meaning given to it in Call-Off Schedule 16 (Benchmarking);
“Goods”	goods made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
“Governance Board”	the board established under Framework Schedule 4 (Framework Management);
“Government”	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the

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	Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
“Government 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 Supplier by or on behalf of the Authority; and/or (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Contract; or (b) any Personal Data for which the Authority is the Controller;
“Guarantor”	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract;
“Halifax Abuse Principle”	the principle explained in the CJEU Case C-255/02 Halifax and others;
“Higher Risk Sub-contractor”	has the meaning given to it in Call-Off Schedule 9 (Security);
“Highlight Report”	means the progress report provided by a SOW Delivery Provider to update the Buyer on the progress of work under the Statement of Work on a frequency agreed with the Buyer;
“Hiring Manager”	the Buyer personnel responsible at a given time for raising a requisition for a given Worker, directing their work (where appropriate), and approving timesheets and expenses;
“HMRC”	His Majesty’s Revenue and Customs;
“ICO”	has the meaning given to it in Joint Schedule 11 (Processing Data);
“ICT Policy”	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
“Impact Assessment”	an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:

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	<p>a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;</p> <p>b) details of the cost of implementing the proposed Variation;</p> <p>c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</p> <p>d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</p> <p>such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request;</p>
"Implementation Plan"	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Implementation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer;
"Incidental IPR"	any IPR developed for the purposes of a Call-off Contract, or during the term of the Framework Contract that is not New IPR but is in the sole discretion of CCS of benefit to an Authority, this shall include (and shall not be limited to) the Branding Materials, Promotional Materials and any documents or branding relating to the Framework Contract";
"Indemnifier"	a Party from whom an indemnity is sought under this Contract;
"Independent Control"	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and "Independent Controller" shall be construed accordingly;
"Indexation"	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;

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“Information Security Manager”	as agreed between the CCS and the Supplier and classed as a Key Supplier Staff;
“Initial Blended Rate”	means the Blended Rate to be used in calculation of ENIC from the Call Off Contract Commencement Date, as specified in the Order Form;
“Initial Period”	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
“Inside IR35”	means the circumstances under which a Worker will provide the Services under the assignment are such that section 61N Income Tax (Earnings and Pensions) Act 2003 (“ITEPA”) applies (i.e., worker is treated as receiving earnings from employment);
“Insolvency Continuity Plan”	has the meaning given to it in Paragraph 1.3.4 of Call-Off Schedule 8 (Business Continuity and Disaster Recovery);
“Insolvency Event”	<p>with respect to any person, means:</p> <p>(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:</p> <p>(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</p> <p>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</p> <p>(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;</p> <p>(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;</p> <p>(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</p>

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	<p>or any part of that person's assets and such attachment or process is not discharged within 14 days;</p> <p>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</p> <p>(f) where that person is a company, a LLP or a partnership:</p> <p>(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;</p> <p>(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;</p> <p>(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</p> <p>(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</p> <p>(g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;</p>
"Installation Works"	all works which the Supplier is to carry out at the beginning of the Call-Off Contract Period to install the Goods in accordance with the Call-Off Contract;
"Intellectual Property Rights" or "IPR"	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p>

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	all other rights having equivalent or similar effect in any country or jurisdiction;
“Invoicing Address”	the address to which the Supplier shall invoice the Buyer as specified in the Order Form;
“IPR Claim”	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR or Incidental IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract;
“IPR Log”	a record of the Intellectual Property Rights developed by the Supplier in the course of the provision of the Services to the Buyer, with the types of Intellectual Property Rights to be recorded to be set out in a Statement of Work;
“IR35”	the off-payroll rules requiring individuals who work through their company pay the same income tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
“Joint Control”	as set out in the GDPR;
“Joint Controller Agreement”	the agreement (if any) entered into between the Relevant Authority and the Supplier substantially in the form set out in Annex 2 of Joint Schedule 11 (<i>Processing Data</i>);
“Joint Controllers”	where two or more Controllers jointly determine the purposes and means of Processing;
“Key Staff”	the individuals (if any) identified as such in the Order Form;
“Key Sub-Contract”	each Sub-Contract with a Key Subcontractor;
“Key Subcontractor”	any Subcontractor: <ul style="list-style-type: none">a) which is relied upon to deliver any part of the Services in their entirety; and/orb) which provides any part of the core infrastructure supporting the delivery of the Services including but not exclusively the VMS and other technology platform; and/orc) which, in the opinion of CCS performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/ord) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if

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	appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract, and the Supplier shall list all such Key Subcontractors in section 19 of the Framework Award Form and in the Key Subcontractor Section in Order Form;
“Know-How”	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party’s possession before the applicable Start Date;
“KPIs”	means the key performance indicators as set out in Call-Off Schedule 14 (Service Levels);
“Law”	any law, 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, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply;
“Licensed Software”	all and any Software licensed by or through the Supplier or its Sub-Contractors for the purposes of or pursuant to this Call Off Contract, including any COTS Software and the VMS; in Call-Off Schedule 6 (ICT Services);
“Losses”	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and “Loss” shall be interpreted accordingly;
“Lots”	the number of lots specified in Framework Schedule 1 (Specification), if applicable;
“Maintenance Schedule”	has the meaning given to it in paragraph 8 of Call-Off Schedule 6 (ICT Services);
“Malicious Software”	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

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“Management Charge”	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information);
“Management Information” or “MI”	the management information specified in Framework Schedule 5 (Management Charges and Information);
“Marketing Manager”	the nominated lead responsible for marketing management in accordance with Framework Schedule 4 (Framework Management);
“MI Default”	means when two (2) MI Reports are not provided in any rolling six (6) month period;
“MI Failure”	means when an MI report: a) contains any material errors or material omissions or a missing mandatory field; or b) is submitted using an incorrect MI reporting Template; or is not submitted by the reporting date (including where a declaration of no business should have been filed);
“Micro SME”	Means a Subcontractor which has fewer than 10 employees and an annual turnover of less than £2,000,000 (two million pounds sterling);
“Minimum Notice Period” or “Notice”	means the minimum period of notice required to be given by either the Supplier or the Buyer, at any time following the RTD Start Date, prior to termination of a RTD Worker Assignment (as specified in the RTD Requisition) and “Notice” shall be construed accordingly;
“MI Report”	means a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information);
“MI Reporting Template”	means the form of report set out in the Annex to Framework Schedule 5 (Management Charges and Information) setting out the information the Supplier is required to supply to the Authority;
“Milestone”	an event or task described in the Implementation Plan;
“Milestone Date”	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;
“Month”	a calendar month and “Monthly” shall be interpreted accordingly;

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“MSP Fees”	means the managed service provider fees as set out in the Fees Tables at Annex 1 of Call Off Schedule 5 (Pricing Details);
“National Insurance”	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
“New IPR”	<p>a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>b) IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR or modifications to Third Party IPR to the extent the same is identified in writing to the Buyer;</p>
“New Release”	an item produced primarily to extend, alter or improve the Software and/ or the Licensed Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Licensed Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item. Found in Call-Off Schedule 6 (ICT Services);
“Nominated Workers”	a Worker nominated by a Buyer;
“Non-Agency Supply”	means the Routes to Talent such as Direct Hire, Segmented Talent Pools and Pre-Identified Workers through which Workers are engaged without the requirements for a Tailored Supply Chain;
“Occasion of Tax Non-Compliance”	<p>where:</p> <p>a) any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p> <p>ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should</p>

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	<p>have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>any Tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which 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 Start Date or to a civil penalty for fraud or evasion;</p>
“Off-Payroll IR35 Legislation”	means ITEPA Part 2, Chapter 10;
“Open Book Data “	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none">a) the Supplier’s Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;b) operating expenditure relating to the provision of the Deliverables including an analysis showing:<ul style="list-style-type: none">i) the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;ii) staff costs broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each grade;iii) a list of Costs underpinning those rates for each grade, being the agreed rate less the Supplier Profit Margin; andiv) Reimbursable Expenses, if allowed under the Order Form;c) Overheads;d) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Deliverables;e) the Supplier Profit achieved over the Framework Contract Period and on an annual basis;f) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more

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	<p>onerous than such methods applied generally by the Supplier;</p> <p>g) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>the actual Costs profile for each Service Period;</p>
“Open Source Software”	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge including any software programs which are licensed under any form of open-source licence meeting the Open Source Initiative's open source definition from time to time. Found in Call-Off Schedule 6 (ICT Services);
“Operational Contract Manager” or “OCM”	means the Buyer representative responsible for a Statement of Work from the request being raised, through the SOW RFP to completion of all works;
“Order”	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract;
“Order Form”	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract;
“Order Form Template”	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules);
“Other Contracting Authority”	any actual or potential Buyer under the Framework Contract;
“Outside IR35”	means the circumstances under which the Worker will provide the Services are such that section 61N ITEPA does not apply (i.e., worker is not treated as receiving earnings from employment);
“Overhead”	those amounts which are intended to recover a proportion of the Supplier's or the Key Subcontractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of “Costs”;
“Parliament”	takes its natural meaning as interpreted by Law;

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“Party”	in the context of the Framework Contract, CCS or the Supplier, and in the in the context of a Call-Off Contract the Buyer or the Supplier. “Parties” shall mean both of them where the context permits;
“Payment in Lieu of Notice”	means the figure, set out in the RTD Requisition, which the parties have agreed represents adequate compensation to the RTD Supplier for termination, without Notice, of an RTD Worker Assignment;
“Performance Indicators” or “PIs”	the performance measurements and targets in respect of the Supplier’s performance of the Framework Contract set out in Framework Schedule 4 (Framework Management);
“Performance Review Meeting”	the performance review meetings held in accordance with either Framework Schedule 4 (Framework Management) or paragraph 4 Call-Off Schedule 15 (Call-Off Contract Management).
“Permitted Maintenance”	has the meaning given to it in paragraph 8.2 of Call-Off Schedule 6 (ICT Services);
“Personal Data”	has the meaning given to it in the UK GDPR;
“Personal Data Breach”	has the meaning given to it in the UK GDPR;
“Personal Services Company” or “PSC”	means a personal services company incorporated as a limited company or partnership in the United Kingdom, which has been set up to provide the services of a single Worker, who is usually the sole shareholder and company director of the business;
“Personnel”	all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any Subcontractor and/or Subprocessor engaged in the performance of its obligations under a Contract;
“Prescribed Person”	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in ‘Whistleblowing: list of prescribed people and bodies’, 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
“Processing”	has the meaning given to it in the UK GDPR and Process and Processed shall be given the same meaning;
“Processor”	has the meaning given to it in the UK GDPR;
“Processor Personnel”	has the meaning given to it in Joint Schedule 11 (Processing Data);

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“Progress Meeting”	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative;
“Progress Meeting Frequency”	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Clause 6.1 as specified in the Order Form;
“Progress Report”	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
“Progress Report Frequency”	the frequency at which the Supplier shall deliver Progress Reports in accordance with Clause 6.1 as specified in the Order Form;
“Prohibited Acts”	<p>a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none">i) induce that person to perform improperly a relevant function or activity; orii) reward that person for improper performance of a relevant function or activity; <p>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 each Contract; or</p> <p>c) committing any offence:</p> <ul style="list-style-type: none">i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); orii) under legislation or common law concerning fraudulent acts; oriii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or <p>any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;</p>
“Promotional Materials”	has the meaning given to it in paragraph 9.20 of Clause 9 (Intellectual Property Rights) of the Core Terms as amended by the Special Terms;
“Protective Measures”	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

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	by it including those outlined in Framework Schedule 9 (Cyber Essentials Scheme), if applicable, in the case of the Framework Contract or Call-Off Schedule 9 (Security), if applicable, in the case of a Call-Off Contract;
“Public Sector Dependent Supplier”	has the meaning given to it in Call-Off Schedule 24 (Corporate Resolution Planning);
“Quality Plans”	has the meaning given to it in paragraph 6.1 of Call-Off Schedule 6 (ICT Services);
“Recall”	a request by the Supplier to return Goods to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance;
“Recipient Party”	the Party or Subcontractor which receives or obtains directly or indirectly Confidential Information;
“Rectification Plan”	<p>the Supplier’s plan (or revised plan) to rectify it’s breach using the template in Joint Schedule 10 (Rectification Plan) which shall include:</p> <ul style="list-style-type: none">a) full details of the Default that has occurred, including a root cause analysis;b) the actual or anticipated effect of the Default; and <p>the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);</p>
“Rectification Plan Process”	the process set out in Clause 10.3.1 to 10.3.4 (Rectification Plan Process);
“Regulations”	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
“Reimbursable Expenses”	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Buyer's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none">a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Buyer otherwise agrees in advance in writing; and <p>subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to</p>

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	and from the premises at which the Services are principally to be performed;
“Related Supplier”	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time found in Call-Off Schedule 8 (Business Continuity and Disaster Recovery);
“Relevant Authority”	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires;
“Relevant Authority's Confidential Information”	<p>a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked “confidential”) or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority’s attention or into the Relevant Authority’s possession in connection with a Contract; and</p> <p>information derived from any of the above;</p>
“Relevant Conviction”	any conviction found as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise;
“Relevant Intermediary”	means “intermediary” as defined in Section 61M ITEPA in respect of which any of Conditions A-C within Section 61N ITEPA are met;
“Relevant Requirements”	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
“Relevant Tax Authority”	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
“Reminder Notice”	a notice sent in accordance with Clause 10.5 given by the Supplier to the Buyer providing notification that payment has not been received on time;
“Replacement Deliverables”	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party;

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“Replacement RTD Worker”	means a new RTD Worker, provided by the RTD Supplier to replace an existing RTD Worker;
“Replacement Subcontractor”	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor);
“Replacement Supplier”	any third party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer;
“Request For Information”	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
“Required Insurances”	the insurances required by Joint Schedule 3 (Insurance Requirements) or any additional insurances specified in the Order Form;
“Requisition”	means a Buyer request for a specific vacancy to be filled in relation to Contingent Labour Services pursuant to a Call-Off Contract, and filled electronically through the VMS;
“Restrictive Open Source”	software licensed from time to time under the General Public Licence or any similar licence containing a “copyleft” requirement;
“Review Date”	the date of expiry of the first two (2) years following the Framework Start Date and each following anniversary whereby Framework Prices may be reviewed and adjusted;
“Review Report”	has the meaning given to it in Paragraph 5.3 of Call-Off Schedule 8 (Business Continuity and Disaster Recovery);
“Route to Talent”	the route to market used to engage a worker, as specified in Call-Off Schedule 20 (Call-Off Specification) with fees as detailed in Call-Off Schedule 5 (Pricing Details);
“RTD” or “Recruit, Train, Deploy”	means a Route to Talent which allows Buyer to recruit pre-training cohorts of supplier employees on a contingent basis as is further described in Call Off Schedule 20 (Specification);
“RTD Assignment Period”	means the fixed term assignment period, commencing on the RTD Start Date, agreed between a RTD Supplier and a Buyer for the supply of the cohort (as specified in the RTD Requisition);

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“RTD Charges”	means the charges in relation to a verified and undisputed timesheet, which for the avoidance of doubt shall include the RTD Fee;
“RTD Dispute Resolution Process”	means the process by which disagreements in respect of any of the obligations set out in the RTD Requisition will be resolved between the parties and the RTD Supplier as more particularly described in the relevant User Guide;
“RTD Fee”	means the percentage fee set out in the Tables to Annex 1 of Call-Off Schedule 5 (Pricing Details) which is applicable to the RTD Service;
“RTD Request Form”	means the initial form to be completed and submitted within the VMS by a Buyer setting out its request for a RTD Worker or Cohort in accordance with the instructions set out in the relevant User Guide;
“RTD Requisition”	means the agreed Buyer’s recruit train and deploy requisition as set out in the VMS in the form approved by the Buyer, the Supplier and the RTD Supplier; in accordance with the instructions set out in the relevant User Guide;
“RTD RFP”	means the request for proposal document, prepared by a Buyer in conjunction with the Supplier in accordance with the relevant User Guide and used to procure the RTD Worker Assignment Services;
“RTD RFP Process”	means the tender process for the procurement of RTD Worker Assignment Services as described in the relevant User Guide;
“RTD Service(s)”	means the service provided by the Supplier in facilitating the RTD Route to Talent, as is further described in Annex 2 to Call Off Schedule 20 (Specification);
“RTD Start Date”	means the date on which the RTD Requisition is approved (in the VMS) by the Supplier, Buyer and the RTD Supplier;
“RTD Supplier(s)”	means an employment business specialising in employing and training individuals in a particular discipline and deploying those employees to Buyers as contingent workers, or cohorts of contingent workers. Where RTD Workers are directly engaged by the Supplier, then the term “RTD Supplier” shall be construed as meaning the Supplier;
“RTD Supplier Agreement”	means the agreement between the RTD Supplier and the Supplier in connection with the RTD Services;
“RTD Supply Chain”	means RTD Suppliers who have passed the Supplier’s onboarding processes and have signed a supplier contract with the Supplier;

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“RTD Transfer Fee(s)”	means the transfer fees that are payable by the Buyer to the Supplier in the event that the Buyer seeks to employ or engage a RTD Worker on a permanent or fixed term basis, or via a third party during the RTD Transfer Fee Period (in the sums specified in the RTD Requisition);
“RTD Transfer Fee Period”	means the period specified in the RTD Requisition and commencing on the RTD Start Date;
“RTD Worker”	means an employee of a RTD Supplier, deployed to a Buyer on the terms set out in the RTD Requisition and/or RTD Work Order. For the avoidance of doubt where a RTD Worker is directly engaged by the Supplier, the RTD Worker is a Worker and not Supplier Staff;
“RTD Worker Assignment”	means the agreement for the provision of a RTD Worker to perform the RTD Worker Assignment Services, set out in the RTD Requisition;
“RTD Worker Assignment End Date”	means the end date of the RTD Worker Assignment Services (as specified in the RTD Work Order and/or RTD Requisition);
“RTD Worker Assignment Period”	means the fixed term assignment period as specified in the RTD Work Order and/or RTD Requisition;
“RTD Worker Assignment Services”	means the services that an RTD Worker is required to provide to a Buyer as set out in the RTD Work Order and/or RTD Requisition;
“RTD Worker Assignment Start Date”	means the start date of the RTD Worker Assignment Services (as specified in the RTD Work Order and/or RTD Requisition);
“RTD Work Order”	means the information set out in the VMS detailing the requirements of a RTD Worker Assignment established pursuant to a RTD Requisition, under which a RTD Worker provides the RTD Worker Assignment Services;
“RTD Worker Rate”	means the day rate specified in the RTD Work Order and/or RTD Requisition;
“RTT Fees”	means the Route to Talent fees as set out in the Fees Tables of Annex 1 Call Off Schedule 5 (Pricing Details);
“Satisfaction Certificate”	the certificate (materially in the form of the document contained in of Part B of Call-Off Schedule 13 (Implementation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 (Implementation Plan and Testing) is not used in this Contract) granted by the Buyer when the Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test;

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“Security Management Plan”	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (Security) (if applicable);
“Security Manager”	the nominated lead responsible for security management in accordance with Framework Schedule 4 (Framework Management);
“Security Policy”	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
“Segmented Talent Pools”	means a segmented pool of skilled and qualified Workers available for access by Buyers based on skills, experience, availability and Worker rates
“Self Audit Certificate”	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);
“Serious Fraud Office”	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
“Service Levels”	any service levels applicable to the provision of the Deliverables under the Call Off Contract (which, where Call Off Schedule 14 (Service Levels) is used in this Contract, are specified in the Annex to Part A of such Schedule);
“Service Lines”	the areas of delivery as described in paragraph 4 of Framework Schedule 1 (Specification);
“Service Period”	has the meaning given to it in the Order Form;
“Services”	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form;
“Service Transfer”	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor;
“Service Transfer Date”	the date of a Service Transfer;
“Sites”	any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which: a) the Deliverables are (or are to be) provided; or the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;

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“Skills Academy Process”	means the process for the delivery of Skills Academy Workers as described in the relevant User Guide;
“Skills Academy Service”	means the provision of Skills Academy Workers by the Supplier to Buyers;
“Skills Academy Supplier Partner”	means the company or companies chosen by the Supplier to provide Skills Academy Workers to Buyers;
“Skills Academy Worker”	means an employee of the Supplier that has been fully pre-vetted (in accordance with the vetting provisions of the Contract) prior to any offers by Buyers, who is assigned to perform Skills Academy Services. For the avoidance of doubt, Skills Academy Worker shall be Workers and any obligations on the Supplier in respect of Workers shall apply to Skills Academy Workers. Contingent Resource shall be interpreted accordingly to include Skills Academy Workers where the context requires;
“SME”	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
“SME Management Information Reports”	means a report containing management information submitted to the CCS in accordance with Joint Schedule 12 (Supply Chain Visibility);
“Social Value Action Plan”	the action plan as produced by the Supplier and incorporated into the Supplier Action Plan in accordance with Framework Schedule 4 (Framework Management);
“Social Value Strategy”	the strategy as produced by the Supplier and incorporated into the Supplier Action Plan in accordance with Framework Schedule 4 (Framework Management);
“SOW Costs”	means the total amount charged to the Buyer as specified in the relevant Statement of Work;
“SOW Delivery”	means those services set out in the Statement of Work which are to be provided by the SOW Delivery Provider;
“SOW Delivery Contract”	means the Subcontract entered into between the Supplier and the SOW Delivery Provider for the provision of the SOW Delivery by the SOW Delivery Provider;
“SOW Delivery Default”	means any breach of the obligations of the SOW Delivery Provider (including but not limited to any fundamental breach or breach of a fundamental term) or any other default, act, omission, misrepresentation, negligence or negligent statement of the SOW Delivery Provider or the

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	SOW Delivery Provider Personnel in connection with or in relation to the SOW Delivery;
“SOW Delivery MSA”	means the framework agreement to be entered into between the Supplier and the SOW Delivery Provider prior to receiving any RFPs or being invited to respond to a Direct Award;
“SOW Delivery Order”	means an order submitted by a Buyer to the Supplier for SOW Delivery;
“SOW Delivery Provider”	means the Subcontractor identified in the SOW Delivery Contract which is responsible for delivering the SOW Delivery Order;
“SOW Delivery Provider Personnel”	means the employees, staff or personnel (including those of the independent contractors or sub-contractors) of the SOW Delivery Provider who are utilised by the SOW Delivery Provider to provide the SOW Delivery;
“SOW Delivery Provider Personnel Vetting Requirement”	means the security vetting checks required by a Buyer in respect of a Statement of Work which shall include as a minimum, Cabinet Office Baseline Personnel Security Standard (BPSS) and may include the following: i) identity, right to work, employment history and DBS checks in line with the requirements of Cabinet Office Baseline Personnel Security Standard policy; ii) active security clearance/visas, required to be in place for the full duration of any SOW Delivery Provider Personnel assigned to a Statement of Work; iii) qualifications held by the SOW Delivery Provider Personnel in line with the Buyer’s specification;
“SOW Direct Award”	means a SOW Delivery Provider that is sourced by the Buyer to complete a Statement of Work, where the Supplier is informed at the time of the SOW Delivery Order being raised that the Buyer does not wish to undertake a competitive tender process;
“SOW Dispute Resolution Process”	means the process set out in the User Guide pursuant to which the parties shall seek to resolve a dispute in relation to SOW Delivery;
“SOW Payment Milestone”	means the payment milestones set out in the Statement of Work;
“SOW RFP”	means a formal written document or set of documents created by a Buyer in conjunction with the Supplier used to procure SOW Delivery, typically including: the scope and goals of the project, timelines for proposal submissions, elements of proposal and evaluation criteria;

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“SOW Service Fee”	means the percentage fee retained by the Supplier from the SOW Costs in accordance with Call Off Schedule 5 (Pricing Details);
“SOW Services”	means the services to be provided by the Supplier to the Buyer (which expressly do not include the SOW Delivery), as set out in Annex 3 of Call Off Schedule 20 (Specification);
“SOW Service Staff”	means the Supplier Staff responsible for administering the SOW Services and supporting the Buyer in the raising, tendering, award and management of a Statement of Work;
“SOW Supply Chain”	means the list of SOW Delivery Providers aligned to relevant categories and subcategories to whom the Supplier can issue a SOW RFP; this list is defined during implementation and reviewed on an agreed frequency;
“Special Terms”	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract;
“Specific Change in Law”	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
“Specification”	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form;
“Standards”	any: <ul style="list-style-type: none">a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;b) standards detailed in the specification in Schedule 1 (Specification);c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; relevant Government codes of practice and guidance applicable from time to time;
“Standard Skills Academy”	means the provision of Skills Academy Workers following the usual process in respect of Contingent Labour of CV submission, Client interviews and offers, as further detailed

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	at paragraph 7.5 of Annex 1 to Call-Off Schedule 20 (Call-Off Specification);
“Start Date”	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form;
“Statement of Requirements”	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure;
“Statement of Works” or “SOW”	means the written specification of services for an output based package of works with defined project-specific activities, deliverables, timelines and costs in relation to the types of Service Disciplines set out in Clause 3 of Annex 3 (SoW Services) to Call-Off Schedule 20 (Specification) that a SOW Delivery Provider is required to deliver to the Buyer and which forms part of a SOW Delivery Contract;
“Strategic Review Meetings”	has the meaning given to it in Framework Schedule 4 (Framework Management);
“Strategic Supplier”	has the meaning given to it in Call-Off Schedule 24 (Corporate Resolution Planning);
“Status Determination Statement”	means the written conclusion of the Customer’s assessment of the Worker undertaken pursuant to the Off-Payroll IR35 Legislation;
“Storage Media”	the part of any device that is capable of storing and retrieving data;
“Sub-Contract”	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, pursuant to which a third party: a) provides the Deliverables (or any part of them); b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
“Subcontractor”	any person other than the Supplier (and for the avoidance of doubt excludes Workers and PSCs through which Workers are engaged), who is a party to a Sub-Contract and the employees, servants or agents of that person;
“Subcontractor Staff”	Employees, servants, or agents of a Subcontractor;
“Subprocessor”	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;

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“Supplier”	the person, firm or company identified in the Framework Award Form;
“Supplier Action Plan”	has the meaning given to it in Framework Schedule 4 (Framework Management);
“Supplier Assets”	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets;
“Supplier Authorised Representative”	the representative appointed by the Supplier named in the Framework Award Form, or later defined in a Call-Off Contract;
“Supplier's Confidential Information”	<p>a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier;</p> <p>b) any other information clearly designated as being confidential (whether or not it is marked as “confidential”) or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract;</p> <p>Information derived from any of (a) and (b) above;</p>
“Supplier's Contract Manager”	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment;
“Supplier Equipment”	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract;
“Supplier Framework Manager”	has the meaning given to it in Framework Schedule 4 (Framework Management);
“Supplier Marketing Contact”	shall be the person identified in the Framework Award Form;
“Supplier Non-Performance”	<p>where the Supplier has failed to:</p> <p>a) Achieve a Milestone by its Milestone Date;</p> <p>b) provide the Goods and/or Services in accordance with the Service Levels ; and/or</p> <p>comply with an obligation under a Contract;</p>

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“Supplier Personnel”	has the same meaning as Supplier Staff;
“Supplier Profit”	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period;
“Supplier Profit Margin”	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
“Supplier's Proposals”	has the meaning given to it in Paragraph 5.3 of Call-Off Schedule 8 (Business Continuity and Disaster Recovery);
“Supplier Review Meetings”	has the meaning given to it in Framework Schedule 4 (Framework Management);
“Supplier Staff”	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;
“Supply Chain Management”	supply chain management (SCM) is the process of planning, implementing, and controlling the operations of the supply chain with the purpose to satisfy customer requirements as efficiently as possible;
“Supporting Documentation”	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable;
“Tailored Supply Chain”	means the segmented supply chains available under the Agency Supply Route to Talent to source Workers;
“Tax”	<ul style="list-style-type: none">a) all forms of taxation whether direct or indirect;b) National Insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; andd) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,

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	in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;
“TCOE Questionnaire”	means the tool developed by the Tax Centre of Excellence for determining whether a Statement of Work project is a fully contracted-out service or is at risk of being deemed a supply of resource;
“Termination Assistance”	has the meaning given to as set out in Framework Schedule 11 (Exit Management);
“Termination Notice”	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination;
“Test Issue”	any variance or non-conformity of the Deliverables from their requirements as set out in a Call-Off Contract;
“Test Plan”	a plan: a) for the Testing of the Deliverables; and setting out other agreed criteria related to the achievement of Milestones;
“Tests”	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and “Tested” and “Testing” shall be construed accordingly;
“Third Party IPR”	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
“Third Party Software”	Software provided by Subcontractors to support the Services;
“Total Framework Spend”	means the total of all sums invoiced by the Supplier, less the Management Charge, to all Buyers under the Framework Contract at any given time during the Framework Contract Period exclusive of VAT;
“Transferring Supplier Employees”	those employees of the Supplier and/or the Supplier’s Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date;
“Transparency Information”	the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for –

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	(i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information;
“Transparency Reports”	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports);
“Trial Week Skills Academy”	means the provision of Skills Academy Workers following a process where the Client has agreed to receive a Worker with no CVs submission requirements or interviews. For the avoidance of doubt, these Workers are provided to the Client by the Supplier for five (5) working days without charge;
“UK GDPR”	the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);
“UK Public Sector Business”	has the meaning given to it in Call-Off Schedule 24 (Corporate Resolution Planning);
“UK Public Sector / CNI Contract Information”	has the meaning given to it in Call-Off Schedule 24 (Corporate Resolution Planning);
“Upper Quartile”	has the meaning given to it in Call-Off Schedule 16 (Benchmarking);
“User Guide”	means the Supplier’s document titled “User Guide” which has been approved by CCS and sets out the processes to be followed by the parties in respect of the operation of the Services, as updated by the Supplier from time to time on written notice (subject always to prior approval being obtained from CCS in respect of any material change, not to be unreasonably withheld or delayed);
“Valid Assurance”	has the meaning given to it in Call-Off Schedule 24 (Corporate Resolution Planning);
“Variation”	any change to a Contract;
“Variation Form”	the form set out in Joint Schedule 2 (Variation Form);
“Variation Procedure”	the procedure set out in Clause 24 (Changing the contract);
“VAT”	value added tax in accordance with the provisions of the Value Added Tax Act 1994;

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“VCSE”	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
“VMS”	the vendor management system as described in Framework Schedule 1 (Specification) which is used by the Supplier to provide the Deliverables and providing a single point of access for both CCS and Buyers,
“Volume Discount”	the percentage reductions applied to Charges in accordance with the process at paragraph 7 (Volume Discounting) of Framework Schedule 3 (Framework Prices);
“Weekly Review Meeting”	has the meaning given to it in Framework Schedule 4 (Framework Management);
“Work Day”	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
“Worker”	means a person supplied to a Buyer to provide Worker Services, whether engaged through a Personal Services Company (PSC), Umbrella Company, PAYE, Fixed Term Appointment (FTA) or any other mechanism pursuant to a requisition issued;
“Worker Care”	means the Services provided by the Supplier to provide a positive Worker experience as described as described in paragraph 9 of Annex 1 (Contingent Labour) of Call Off Schedule 20 (Specification);
“Worker Contract”	means the terms and conditions on which the Supplier or a Sub-Contractor engages a Worker to provide Worker Services in accordance with the requirements set out in Clause 7.6 and 7.7 of this Contract;
“Worker Services”	means the services required to be performed by a Worker under supervision of or, in the case of roles which have been assessed as being Outside IR35 for, the Buyer in performing fulfilment of any vacant post pursuant to a requisition;
“Worker Transfer Fees”	the worker transfer fees payable in the circumstances and amounts set out at clause 10 of Call-Off Schedule 5 (Pricing Details) and in respect of which the appropriate Contingent Labour Category MSP Fee (set out in the Fee Tables at Annex 1 to that Schedule) shall also be applied;
“Working Day”	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form;
“Work Hours”	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent

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	travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks; and
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