

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;

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- 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;
 - 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 is 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:
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| "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 (<i>Insurance Requirements</i>); |
| "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 ; |

"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;
"Annex"	extra information which supports a Schedule;
"Application for Payment" ("AFP")	has the meaning given to it in Paragraph 3 of Call-Off Schedule 5 (Pricing Details);
"Approval"	the prior written consent of the Buyer and "Approve" and "Approved" shall be construed accordingly;
"Audit"	<p>the Relevant Buyer'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 applicable Law;e) identify or investigate actual or suspected breach of Clauses 27 to 33 and/or Joint Schedule 5 (<i>Corporate Social Responsibility</i>), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;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;g) obtain such information as is necessary to fulfil the Relevant Buyer's obligations to supply information for parliamentary, ministerial, judicial or

administrative purposes including the supply of information to the Comptroller and Auditor General;

- h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;
- i) carry out the Relevant Buyer's internal and statutory audits and to prepare, examine and/or certify the Relevant Buyer's annual and interim reports and accounts;
- 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 Buyer has used its resources; or
- k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract;

"Auditor"

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

"Authority"

the Buyer;

"Buyer Cause"

any breach of the obligations of the Buyer under this Contract;

"Buyer's Integrator System Solution"

means the system provided and maintained by the Supply Chain Integrator under the integrator agreement and any alternative system provided and maintained by a replacement or successor Supply Chain Integrator.

"the Buyer's Policy"

The policies set out in Annex A of Joint Schedule 5 (*Corporate Social Responsibilities & Buyer Policies*);

"BACS"	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom;
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under this Contract;
"Buyer"	the relevant public sector purchaser identified as such in the Order Form. In this Contract the Buyer refers to the Department of Work and Pensions (DWP);
"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;
"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 CAFM System"	means the computer aided facilities management system (or any replacement) operated by the principal supplier to the Buyer of the Supply Chain Integrator Services in connection with the provision of the Deliverables;
"Buyers Estate"	The properties and or buildings that the Buyer operates from to deliver Services to the public
"Buyer's Helpdesk"	Refers to the Supplier services, first point of contact for operational queries, provided by the integrator
"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);
"Buyer's Supply Chain"	Any suppliers that have been appointed by the Buyer
"Buyer Supply Chain Integrator"	The Buyer's third Party support services. Their purpose is to collate data from the Buyer's Supply Chain and report on the data collated.

"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 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 3 (How the contract works) and Framework Schedule 7 (<i>Call-Off Award Procedure</i>);
"Call-Off Services"	The Services that are not part of the Core Services but form part of the Contract. These are instructed in a different way to Core Services. Please refer to Call-Off Schedule 20 (<i>Call-Off Specification</i>)
"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;
"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 (<i>Call-Off Tender</i>);
"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;
"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 the Order Form, for the 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;
"COLO"	Co-location with Local Authority or other public body.
"Commercially Sensitive Information"	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Buyer that, if disclosed by the Buyer, would cause the Supplier significant commercial disadvantage or material financial loss;

"Comparable Supply"	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Comprehensive Spending Review"	means a process carried out by government departments in conjunction with HMT to set expenditure limits for future years.
"CPO"	Compulsory Purchase Order
"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 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;
"Contract"	either the Framework Contract or the Call-Off Contract, as the context requires;
"Contract Documents"	all Joint Schedules, Call-Off Schedules, Call-Off Contract and Order Form documents including all documents referred to within the Order Form
"Contract Period"	the term of either a Framework Contract or Call-Off Contract on and from the earlier of the: <ul style="list-style-type: none"> 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;
"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 GDPR;
"Core Terms"	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts;
"Core Services"	The Services that are delivered as part of the monthly fee. Services are outlined in the Call-Off Schedule 20 (<i>Call-Off Specification</i>)
"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) workplace accommodation;viii) workplace 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 properly incurred by the Supplier in the provision of the Deliverables; and
 - d) Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;
- but excluding:
- e) Overhead;
 - f) financing or similar costs;
 - 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;
 - h) taxation;
 - i) fines and penalties;
 - j) amounts payable under Call-Off Schedule 16 (*Benchmarking*) where such Schedule is used; and
 - k) non-cash items (including depreciation, amortisation, impairments and movements in provisions);

**“Costs Due Notice
 (“CDN”)**

means a notice of charges approved for invoicing contained within the submitted Application for Payment (“AFP”) so the supplier is aware of what costs contained within the AFP the authority has accepted and should be contained within the supplier invoice;

“Critical Performance Failure”	has the meaning given to it in the Order Form;
"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"	the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy;
“Data Protection Liability Cap”	the amount specified in the Framework Award Form;
"Data Protection Officer"	has the meaning given to it in the GDPR;
"Data Subject"	has the meaning given to it in the GDPR;
"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;
“DEC”	Display Energy Certificates;
"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 Buyer;

"Default Management Charge"	has the meaning given to it in Paragraph 8.1.1 of Framework Schedule 5 (Management Charges and Information);
"Delay"	<ul style="list-style-type: none">a) a failure to achieve a Milestone by its Milestone Dateb) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan
"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 (<i>Implementation Plan and Testing</i>) is used issue by the Buyer of a Satisfaction Certificate. "Deliver" and "Delivered" shall be construed accordingly;
"Disclosing Party"	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 16 (<i>Confidentiality</i>);
"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 36 (Disputes and Law);
"Documentation"	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:

- 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 Deliverables
- b) is required by the Supplier in order to provide the Deliverables; and/or
- c) has been or shall be generated for the purpose of providing the Deliverables;

"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;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Buyer 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;
"EPC"	Energy Performance Certificate

“ePIMS”	The Electronic Property Information Mapping Service. The Central Government database of properties recording location, lease details and usage.
“Employee Liabilities”	<p>all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:</p> <ul style="list-style-type: none">a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;b) unfair, wrongful or constructive dismissal compensation;c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;d) compensation for less favourable treatment of part-time workers or fixed term employees;e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;f) employment claims whether in tort, contract or statute or otherwise;g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
"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"	<p>the earlier of:</p> <ul style="list-style-type: none">a) the Expiry Date (as extended by any Extension Period exercised by the Relevant Buyer under Clause 21.2; orb) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract;
"Enterprise Resource Planning"	<p>means the integrated management of main business processes, often in real time and mediated by software and technology;</p>
"Environmental Policy"	<p>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;</p>
"Equality and Human Rights Commission"	<p>the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;</p>
"Estate"	<p>The Buyer's estate of properties as amended from time to time</p>
"Estimated Year 1 Charges"	<p>the anticipated total Charges payable by the Buyer in the first Contract Year specified in the Order Form;</p>
"Estimated Yearly Charges"	<p>means for the purposes of calculating each Party's annual liability under clause 12.1:</p> <ul style="list-style-type: none">a) in the first Contract Year, the Estimated Year 1 Charges; orb) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year; orc) after the end of the Call-off Contract, the Charges paid or payable in the last Contract Year during the Call-off Contract Period;
"Exempt Buyer"	<ul style="list-style-type: none">i) a public sector purchaser that is:

- (1) eligible to use the Framework Contract;
and
- (2) is entering into an Exempt Call-off Contract that is not subject to (as applicable) any of:
 - (a) the Regulations;
 - (b) the Concession Contracts Regulations 2016 (SI 2016/273);
 - (c) the Utilities Contracts Regulations 2016 (SI 2016/274);
 - (d) the Defence and Security Public Contracts Regulations 2011 (SI 2011/1848);
 - (e) the Remedies Directive (2007/66/EC);
 - (f) Directive 2014/23/EU of the European Parliament and Council;
 - (g) Directive 2014/24/EU of the European Parliament and Council;
 - (h) Directive 2014/25/EU of the European Parliament and Council; or
 - (i) Directive 2009/81/EC of the European Parliament and Council;

"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;

"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 Information"	means: <ul style="list-style-type: none">a) details of the Contract Services;b) a copy of the Registers, updated by the Supplier up to the date of delivery of such Registers;c) an inventory of Buyer Data in the Supplier's possession or control;d) details of any key terms of any third party contracts and licences, particularly as regards charges, termination, assignment and novation;e) a list of on-going and/or threatened disputes in relation to the provision of the Contract Services;f) to the extent permitted by applicable Law, all information relating to Transferring Supplier Employees required to be provided by the Supplier under this Contract; andg) such other material and information as the Buyer shall reasonably require
"Expiry Date"	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates);
"Extension Period"	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates;
"Fast-track Variation"	means any Variation which the Parties agree to expedite in accordance with Paragraph 7 of Joint Schedule 2 (Variation Control Procedure);
"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, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Buyer or the Supplier of its obligations arising from acts, events, omissions, happenings or non-happenings

beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by the Affected Party, including:

- a) riots, civil commotion, war or armed conflict;
- b) acts of terrorism;
- c) acts of a Central Government Body, local government or regulatory bodies;
- d) fire, flood, storm or earthquake or other natural disaster,

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;

"Force Majeure Notice"	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
"Former Supplier"	has the meaning given to it in Call-Off Schedule 2 (Staff Transfer)
"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 OJEU Notice;
"Framework Contract Period"	the period from the Framework Start Date until the End Date of the Framework Contract;
"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 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 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);
"Funding Request"	the process to formally request monies to make payment against the Buyer's Estate
"Further Competition Procedure"	the further competition procedure described in Framework Schedule 7 (Call-Off Award Procedure);
"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	<ul style="list-style-type: none"> 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 taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
"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;

"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;
"Government"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the 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"	<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 Buyer's Confidential Information, and which:</p> <p>a) are supplied to the Supplier by or on behalf of the Buyer; or</p> <p>b) the Supplier is required to generate, process, store or transmit pursuant to a Contract or any Personal Data for which the Buyer is the Controller;</p>
"Guarantor"	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (<i>Guarantee</i>) in relation to this Contract;
"Halifax Abuse Principle"	the principle explained in the CJEU Case C-255/02 Halifax and others;
"HMRC"	Her Majesty's Revenue and Customs;
"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;
"IFRS16"	A new accounting standard whereby the lessee recognises the lease as a balance sheet asset.

"Impact Assessment"	<p>an assessment of the impact of a Variation request by the Relevant Buyer completed in good faith, including:</p> <ul style="list-style-type: none">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;b) details of the cost of implementing the proposed Variation;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;d) a timetable for the implementation, together with any proposals for the testing of the Variation; ande) such other information as the Relevant Buyer may reasonably request in (or in response to) the Variation request;
"Impact Assessment Estimate"	<p>has the meaning given in Paragraph 3.4 of Joint Schedule 2 (Variation Control Procedure);</p>
"Implementation Plan"	<p>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;</p>
"Indemnifier"	<p>a Party from whom an indemnity is sought under this Contract;</p>
"Independent Control"	<p>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;</p>
"Indexation"	<p>the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices) and the relevant Order Form;</p>

"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;
"Initial Period"	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires;
"Insolvency Event"	with respect to any person, means: <ul style="list-style-type: none">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:<ul style="list-style-type: none">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, orii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or

enforced on or sued against, the whole or any part of that person's assets and such attachment or process is not discharged within 14 days;

- e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
- f) where that person is a company, an LLP or a partnership:
 - i) a members' shareholders' or partners' (as the case may be) meeting is convened for the purpose of considering a resolution that the Supplier would be wound up;
 - ii) 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;
 - iii) 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;
 - iv) (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
 - v) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or
- g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;
- h) a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium in respect of the Supplier comes into force pursuant to Schedule A1 of the Insolvency Act 1986;

- i) the Supplier being an individual dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983;
- j) the Supplier being an individual or any partner or partners in the Supplier who together are able to exercise control of the Supplier where the Supplier is a firm shall at any time become bankrupt or shall have a receiving order or administration order made against him or them, or shall make any composition or arrangement with or for the benefit for his or their creditors, or shall make any conveyance or assignment for the benefit of his or their creditors, or shall purport to do any of these things, or appears or appear unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of section 268 of the Insolvency Act 1986, or he or they shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985, or any application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of his or their estate(s) or a trust deed shall be granted by him or them on behalf of his or their creditors; or
- k) any event similar to those listed in Clauses (a) to (j) occurs under the law of any other jurisdiction;
- l) in the reasonable opinion of the Buyer, there is a material detrimental change in the financial standing and/or the credit rating of the Supplier which:
 - i) adversely impacts on the Supplier's ability to supply the Deliverables in accordance with the Contract; or
 - ii) could reasonably be expected to have an adverse impact on the Supplier's ability to supply the Deliverables in accordance with the Contract; or
 - iii) the Supplier demerges into two or more firms, merges with another firm, incorporates or otherwise changes its legal form and the new entity has or could reasonably be expected to have a materially less good financial standing or weaker credit rating than the Supplier.

iv) If the Contract has been substantially amended to the extent that a new procurement procedure is required,

**Intervention
Trigger Event**

- a) any event falling within the definition of a Supplier Termination Event;
- b) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services;
- c) the Supplier accruing in aggregate nine hundred (900) or more Service Failure Points (in terms of the number of points allocated) in any period of three (3) Months; and/or
- d) a Delay

**"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"**

- a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trademarks, 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;
- b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- c) all other rights having equivalent or similar effect in any country or jurisdiction;

**"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, 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 Buyer in the fulfilment of its obligations under a Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same 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 ;
"IT Solution"	Refer to Call-Off Schedule 6 (ICT Services). Refers to Supplier's system and how they interface with the integrator.
"Joint Controller Agreement"	the agreement (if any) entered into between the Relevant Buyer 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 Roles"	the roles identified as such in the Order Form;
"Key Staff"	the individuals (if any) identified as such in the Order Form who shall at all times fill the Key Roles during the Contract Period;
"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 work package within the Deliverables in their entirety; and/orb) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/orc) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under 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;

"Key Tasks"	Refers to any activities that form part of the Implementation Plan;
"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;
"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;
"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
"Lease or Occupancy Agreement"	A contract document setting out the terms under which a property is occupied;
"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;
"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);

“MEES”	Minimum Energy Efficiency Standards (MEES Regulations);
“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: <ul style="list-style-type: none">a) contains any material errors or material omissions or a missing mandatory field; orb) is submitted using an incorrect MI reporting Template; orc) is not submitted by the reporting date (including where a declaration of no business should have been filed);
"MI Report"	means a report containing Management Information submitted to the Buyer 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 Buyer;
"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;
“MOTO”	Memorandum of Terms of Occupation – agreements with Other Government departments.
"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"	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

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;

but shall not include the Supplier's Existing IPR;

"NPC"

National Property Controls;

"Occasion of Tax Non-Compliance"

where:

a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:

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;

ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or

b) 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;

"OGD"

Other Government Department;

"Open Book Data "

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:

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:
 - 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; and
 - iv) 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 onerous than such methods applied generally by the Supplier;
- 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
- h) the actual Costs profile for each Service Period;

"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;
"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;
"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;
"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 Monitoring Report"	has the meaning given in Paragraph 1.2 of Part B of Call-Off Schedule 14 (<i>Service Levels</i>);
"Performance Review Meeting"	the regular meetings between the Supplier and the Buyer to manage and review the Supplier's performance under this Contract, as further described in Paragraph 1.3 of Part B of Call-Off Schedule 14 (<i>Service Levels</i>);
"Persistent PI Failure"	Means the Supplier's actual performance against the PI's falls to or below the standard to which Framework Schedule 4 (Framework Management) refers;
"Personal Data"	has the meaning given to it in the GDPR;
"Personal Data Breach"	has the meaning given to it in the GDPR;

“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 ;
“Pricing Matrix”	the Supplier's agreed rates submitted during the tender submission or otherwise agreed in writing by the Commercial Team within DWP;
“Processing”	has the meaning given to it in the GDPR;
“Processor”	has the meaning given to it in the GDPR;
“Processor Personnel”	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;
“Property Data”	Refers to information relating to the estate in a summarised format, Annex 4 within Call-Off Schedule 20 (<i>Call-Off Specification</i>)
“Property Documentation”	Refers to information relating to the estate and individual sites lease information, including landlord details
“Property Management System”	A computer database holding details on properties and the critical terms they're occupied on. It should be capable of running reports on the data and making property related payments
“Proscribed Conduct”	Is: a) agreeing, permitting or entering into any arrangement (whether by contract, joint venture or otherwise) other than by this Contract to carry out the services provided to the Buyer under the Integrator Agreement, either as Integrator or as any part of the Integrator's supply chain;

- b) receiving or being entitled to receive any benefit, financial, commercial or otherwise which is derived expressly or impliedly from the Integrator save as expressly permitted by this Contract;
- c) being connected by a shareholding (controlling or otherwise) or by any arrangement (whether written or oral, by contract (other than this contract), joint venture or otherwise) in the Integrator or its Affiliates or its sub-contractors;
- d) allowing the Integrator, its Affiliates or sub-contractors to exercise any control or influence over the Supplier or a Subcontractor save as required in the performance of the Integrator's duties under the Integrator Agreement;
- e) exercising any control or influence over or permitting any Sub-contractor to exercise and control or influence over the Integrator or its supply chain; or
- f) appointing the Integrator or any Affiliate of the Integrator as Subcontractor

"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 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 as specified in the Order Form;
"Project Board"	<p>The Buyer and the Supplier shall establish and maintain throughout the Contract a project board (the Project Board), consisting of at least:</p> <ol style="list-style-type: none"> 1. three (3) members from the Buyer, one of which will be the chairperson (the Chairperson) of the Project Board; 2. three (3) members from the Supplier.

“Prohibited Acts”

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

“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 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.

“REEP”

Rapid Estates Expansion Programme, programme that was launched to address the Covid19 pandemic. There

was an anticipated increase in the number of people who would be seeking employment as a result of the pandemic.

"RICS"	Royal Institute of Chartered Surveyors
"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 which receives or obtains directly or indirectly Confidential Information;
"Rectification Plan"	<p>a) the Supplier's plan (or revised plan) to rectify its breach using the template in Joint Schedule 10 (remedies in the event of inadequate performance) which shall include:</p> <ul style="list-style-type: none">i) full details of the Default that has occurred, including a root cause analysis;ii) the actual or anticipated effect of the Default; andiii) 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);
"Rectification Plan Process"	the process set out in Paragraph 1.1.3 in Joint Schedule 10 (Remedies in the event of inadequate performance);
"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> <p>a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of</p>

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

- b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed;

"Relevant Buyer" the Buyer which is party to the Contract to which a right or obligation is owed, as the context requires

"Relevant Buyer's Confidential Information" 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 Buyer (including all Relevant Buyer Existing IPR and New IPR);

- 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 Buyer's attention or into the Relevant Buyer's possession in connection with a Contract; and

information derived from any of the above;

"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;

"Remedial Adviser" Means the person appointed pursuant to Paragraph 1.3.4 (*Remedial Adviser*) of Joint Schedule 10 (*Remedies in the event of inadequate performance*)

"Reminder Notice" a notice sent in accordance with Clause 21.6 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;
"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;
"Restful API"	means an application programming interface that conforms to the constraints of REST architectural style and allows for interaction with RESTful web services;
"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 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;
"Security Management Plan"	the Supplier's security management plan prepared pursuant to Call-Off Schedule 9 (<i>Security</i>) (if applicable);
"Security Policy"	the Buyer's security policy, referred to in the Order Form, in force as at the Buyer 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;
"Self Audit Certificate"	means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate);

"Service Failure Annual Threshold"	means the Supplier accruing in aggregate eight thousand two hundred and eighty (8280) or more Service Failure Points (in terms of the number of points allocated) in any period of twelve (12) Months;
"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 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 Failure Points"	Are the categorisation and grading of certain performance failures based on impact to delivery
"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: <ul style="list-style-type: none">a) the Deliverables are (or are to be) provided; orb) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;
"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;
"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"	<p>any:</p> <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;d) relevant Government codes of practice and guidance applicable from time to time;
"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;

"Step-In Trigger Event"	<ul style="list-style-type: none">a) any event giving rise to a right to terminate this Contract;b) a default by the Supplier which is materially preventing or delaying the performance of the Services or a material part of it;c) circumstances which the Buyer considers to amount to an emergency notwithstanding there is no breach of this Contract by the Supplier;d) the Buyer being advised by a Regulatory Body that the exercise of its step-in rights is necessary; ore) the need for the Buyer to exercise its step-in rights to discharge a statutory dutyf) Force Majeure Event.
"Storage Media"	the part of any device that is capable of storing and retrieving data;
"Sub-Contract"	<p>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:</p> <ul style="list-style-type: none">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/orc) 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, who is a party to a Sub-Contract and the servants or agents of that person;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of that Processor related to a Contract;
"Supplier"	the person, firm or company identified in the Framework Award Form;

"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;
"Supply Chain Integrator's Invoice Application"	means a web based portal into which the supplier will be required to log in and upload invoices and any ancillary information required for payment, once an Application for Payment has been approved and Cost Due Notice have been issued.
"Supply Chain Integrator Services"	The Supply Chain Integrator Services are the operation of a helpdesk and work order management systems, provision of consolidated reporting across all estates supply chain activities and of business intelligence, financial reporting and the management of payments for Estates;
"Supplier's Confidential Information"	<ul style="list-style-type: none">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;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;c) Information derived from any of (a) and (b) above;
"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;
"Supply Chain Integrator"	The Buyers third Party support services. Their purpose is to collate data from the Buyers Supply Chain and report on the data collated.

"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 Marketing Contact"	shall be the person identified in the Framework Award Form;
"Supplier Non-Performance"	where the Supplier has failed to: <ul style="list-style-type: none"> a) Achieve a Milestone by its Milestone Date; b) provide the Goods and/or Services in accordance with the Service Levels; and/or c) comply with an obligation under a Contract;
"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 Related Party"	All directors, officers, employees, agents, consultants, contractors and any Affiliate of the Supplier and/or of any Sub-Contractor engaged in the performance of the Supplier's obligations under this Contract
"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;
"Supplier's Supply Chain"	Any subcontractors instructed via the Supplier to undertake any activity under this Contract;
"Supplier Termination Event"	Any circumstance set out in clause 21 of the Contract;

“Supply Chain Member”

means the Supplier and the principal suppliers to the Buyer of the following services:

- a) landlord and lease management;
- b) furniture fittings & equipment;
- c) security; and
- d) project works

each a Buyer Supply Chain Member;

“Supporting Documentation”

sufficient information in writing to enable the Buyer to reasonably to assess whether the Contract Charges and/or other sums due from the Buyer detailed in the information are properly payable, including:

- a) copies of any applicable Satisfaction Certificates,
- b) copies of invoices,
- c) receipts,
- d) any expenses applicable shall be in line with DWP policy,
- e) any IT costs and associated testing & maintenance an output report with invoice from provider,
- f) signed time sheets,
- g) details of salary and other benefits in fact paid, payslips and contracts of employment (anonymised GDPR compliant) and
- h) any other relevant documents setting out employment terms and/or

any such other evidence to demonstrate cost incurred by the Supplier including any information required to demonstrate Exit Costs are payable by the Buyer together with such other information as the Buyer may reasonably require.

“Sustainable Development Policy Statement”

Refers to how the Supplier will demonstrate how they will satisfy and adhere to the principles of sustainable development

Please refer to the Sustainable Policy for further information

[Chapter 10: sustainable development - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/sustainable-policy)

“Sustainable Development Plan”

Refers to developing a plan relating to sustainable development.

Please refer to the Sustainable Policy for further information

[Chapter 10: sustainable development - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/sustainable-policy)

“System Solution”

Means the data centre operated by the Supply Chain Integrator on behalf of the Buyer

"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
- b) 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;

“Tolerance”

Means:

- a) in relation to an increase in the Estate, the addition of 75 or more Buyer Premises to the number at the Effective Date;
- b) in relation to a decrease in the Estate, the omission of 125 or more Buyer Premises from the number at the Effective Date; and
- c) in relation to a decrease in the Estate subsequent to (b) above, the omission of a further 50 or more Buyer Premises.

"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" means:

- (a) reports generated by the Supplier pursuant to the terms of this Contract;
- (b) the content of this Contract, including any changes to this Contract agreed for time to time, except for:
 - (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and
 - (ii) Commercially Sensitive Information;
- (c) The Performance Indicators and any actions taken to resolve particular Performance Indicator failures and prevent recurrence; and
- (d) the identify of each Subcontractor under the Contract and percentage share of the Contract that they deliver;

"Unit Rates" is the rate relevant for a Deliverable set out in the Pricing Matrix (as adjusted from time to time in accordance with Call-Off Schedule 5 (Pricing Details));

"Variation" any change to a Contract;

"Variation as a result of a Change in Law" Means any Variation which is processed in accordance with Paragraph 9 of Joint Schedule 2 (*Variation Control Procedure*);

“Variation Authorisation Note”	A form setting out an agreed Variation which shall be substantially in the form of Annex 2 of Joint Schedule 2 (<i>Variation Control Procedure</i>);
“Variation Communication”	Any Variation Request, Impact Assessment, Variation Authorisation Note or other communication sent or required to be sent pursuant to Joint Schedule 2 (<i>Variation Control Procedure</i>);
"Variation Form"	the form set out in Annex 1 of Joint Schedule 2 (<i>Variation Control Procedure</i>);
"Variation Procedure"	the procedure set out in Joint Schedule 2 (<i>Variation Control Procedure</i>);
“Variation Request”	a written request for a Variation substantially in the form of Annex 1 of Joint Schedule 2 (<i>Variation Control Procedure</i>);
“Variation to Buyer Premises”	means any Variation which is processed in accordance with Paragraph 8 of Joint Schedule 2 (<i>Variation Control Procedure</i>);
"VAT"	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"VCSE"	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives;
“Work Order”	Refers to the formal contractual instruction of work / Services by the Buyer
“Work Order Status”	Refers to the position in the Work Order process
"Worker"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees

"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 Day"	8.0 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day; and
"Work Hours"	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.