# PICTS Contract Schedule 1 Definitions

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| Version | Date | Details of Changes | Author |
|---|---|---|---|
| 0.1 | 19/10/16 | Conformance | Sharpe Pritchard |
| 0.2 | 25/10/16 | Conformance | Sharpe Pritchard |
| 0.3 | 8/11/16 | First draft based on existing OMNI Schedule | Sharpe Pritchard |
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| 1.0 | 15/12/16 | Final version for completion | Sharpe Pritchard |

| Defined Terms | Meaning |
|---|---|
| Acceptance Certificate | A certificate issued pursuant to the provisions of Schedule 21 (Testing and Acceptance). |
| Acceptance into Service (AiS or AIS) | The process of accepting a new or changed component into live service. |
| Acceptance Procedures | The procedures for testing suitability of services as more particularly described in Schedule 21 (Testing and Acceptance). |
| Acceptance Criteria | Summary of Acceptance Requirements that need to be achieved for a specific service and/or specific project. |
| Acceptance Requirements | The requirements for testing the suitability of services as more particularly described in Schedule 21 (Testing and Acceptance). |
| Accreditor | A person responsible for representing the business risk of the AUTHORITY to provide support and guidance to the PROVIDER in ensuring that the business risk that is articulated by systems of applications falls in line with the acceptable level of risk for the AUTHORITY. |
| Active Component | A component of a network that provides power to the circuit. |
| Active Directory (AD) | A registered Microsoft Trade Mark for the technology used to manage and deliver authentication services and permissions on a Microsoft Windows-based platform. |
| Active Directory Service | The implementation of Active Directory technology that provides the means to manage and deliver authentication services and permissions on the Platform. |
| Administered Application | An Application that is Administered by the PROVIDER as more particularly listed in Annex D, Schedule 10 (Locations, Assets and Volumes) of the Previous Contract. |
| ADSL | Asymmetric Digital Subscriber Line. A form of communications protocol. |
| Affiliate | 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 with, that body corporate from time to time. |
| Agreement | This agreement, comprising the Clauses and the Schedules and Annexes hereto. |
| AKPI Payment | Has the meaning set out in paragraph 4.8 of Schedule 6 (Performance Management) of the Previous Contract. |
| Alert | A System-generated notification of an anomaly to be investigated. |
| Annex | An annex to a Schedule of the Agreement. |
| Application | Software program or group of programs designed for use by Users and provided, maintained, administered, hosted, delivered across the Platform, or to be developed under this Agreement. |
| Application Administration | The housekeeping functions associated with the operation of an Application, including, without limitation, such activities as user account management, access rights, password resets, data quality audits, and management of application logs. |

| Defined Terms | Meaning |
|---|---|
| Application Services | Computer based services including access to defined applications through one or more interfaces and control of application availability as further described in paragraph 4.1 of Schedule 3. |
| Approved Bail/Probation Hostel | A hostel which has been approved by AUTHORITY as specified in Annex B to Schedule 10 (Location Assets and Volumes) as may be amended by AUTHORITY from time to time. |
| Area | The organisational unit which covers the geographical area of a particular Probation Board and shall mean Area or Trust as appropriate as used in the Previous Contract. |
| Asset Register | That subset of the Configuration Management Database used for identifying the assets used in the provision of the Services, as updated by the PROVIDER, and which is used to record and report their status, control changes to them and verify their completeness and correctness. The Asset Register shall record all deployed Hardware, Software and communications equipment. |
| Assets | The assets set out in Annex A to Schedule 10 (Location, Assets and Volumes), and all hardware, software and magnetic and optical media used to provide the Services, equipment leases, software licences, maintenance agreements, support agreements and all other agreements relevant to the provision of the Services with the exception of contracts of employment, used by the AUTHORITY in connection with the Services. |
| Assistive Technology (AT) | Hardware or Software that can be used to improve the ability of Users with disabilities to use the Services including without limitation alternative keyboards, screen readers and speech recognition systems. |
| Assistive Technology Tools | The software product(s) as set out in paragraph 3.2.4 of Schedule 3 (PROVIDER'S Solution). |
| Assistive Technology User (AT User) | Any User designated by the AUTHORITY who requires the use of one or more Assistive Technologies. |
| AT Desktop Clients | Desktops used by AT Users specifically for ViSOR. |
| AT Laptop | A specially built laptop for AT Users. |
| At Risk Amount (ARA) | The portion of the Monthly Charges which is subject to the Service Credit regime and may therefore be abated. |
| Authorised Demander | Any member of the AUTHORITY's personnel whom the PROVIDER has been advised has the AUTHORITY to order, requisition or purchase items from the Product and Services Catalogue and who is able to make financial commitments on behalf of the AUTHORITY. |
| AUTHORITY's Finance Officer | The individual nominated by the AUTHORITY from time to time to deal with finance matters. |

| Defined Terms | Meaning |
|---|---|
| AUTHORITY's Data | All information, text, drawings, diagrams, images or sounds which are embodied in any electronic or printed medium, and which are supplied or in respect of which access is granted to the PROVIDER by the AUTHORITY under this Agreement, or which the PROVIDER is required to generate under the Agreement. |
| AUTHORITY Data Centre Locations | As set out in Annex C of Schedule 10 |
| AUTHORITY Dependencies | AUTHORITY's Responsibilities |
| AUTHORITY's EUC Supplier | A supplier contracted by the AUTHORITY to provide end user computing services in support of the TTP |
| AUTHORITY's Hosting Supplier | A supplier contracted by the AUTHORITY to provide hosting services in support of the TTP |
| AUTHORITY's Network Services Supplier | A supplier contracted by the AUTHORITY to provide Network and communications services in support of the TTP. |
| AUTHORITY's Print Services Supplier | A supplier contracted by the AUTHORITY to provide managed print services in support of the TTP. |
| AUTHORITY's Responsibilities | The responsibilities of the AUTHORITY listed in Schedule 12 (AUTHORITY's Responsibilities), in Annex H of Schedule 3 and in Annex D of Schedule 16 (Technology Refresh). |
| AUTHORITY's SIAM Supplier | The supplier contracted by the AUTHORITY to provide SIAM services in support of the TTP. |
| Availability KPIs (AKPIs) | Under the Previous Contract, those KPIs that measure the extent to which the relevant service is available to the Users of that Service. With the PKPIs they comprise the set of KPIs. |
| Availability Management | The process to ensure the availability of the Services meets the requirements of the AUTHORITY. |
| BACS | Banks Automated Clearing System. |
| Bail/NOMS Hostels | Approved bail/probation hostels. |
| Baseline Release | Configuration of a product or system established at a specific point in time, which captures both the structure and details of that product or system, and enables that product or system to be re-built at a later time (ITIL). |
| Bastian Host | Special purpose computer on a network designed and configured to withstand malicious attempts to access it. |
| BCS | The British Computer Society or any other successor body to it from time to time. |
| Blade | Blade Server. |
| Blade Server | A type of server fitting vertically in a special cabinet that provides a high-speed bus shared by the Blades, with multiple cabinets forming rows of Blades in a single rack. This high-density arrangement is designed to save space, create less heat per server and reduce energy costs. |
| Boards | Those boards described in Schedule 9 (Governance) and "Board" shall mean any of them. |

| Defined Terms | Meaning |
|---|---|
| BMS | Building Management System. |
| Break Charges | The charges for breakage payable to the PROVIDER on Termination of the Agreement as described at Paragraph 16 of Schedule 5 (Payment Mechanism). |
| Build Instruction (BI) | Describes the steps used to build a component of the Infrastructure. |
| Business Continuity Strategy | The high level set of objectives and plans describing how the AUTHORITY's business will continue to function in the event of a major disruption |
| Business Support Applications (BSA) | As defined in Paragraph 4.1 of Schedule 3 (PROVIDER's Solution) |
| CAB | Change Advisory Board. |
| Call Handling | The process of receiving a support request, logging key information, and routing the request on to an appropriate group for resolution as described in Paragraph 16 of Schedule 3 (PROVIDER's Solution). |
| Capacity Management | As defined by ITIL. |
| Capacity Testing | Tests designed to assure the capability of a service to process, store or otherwise manage the volumes of data (including historic) that the service is designed for. |
| Catalogue | The catalogue of Products and services set out in Schedule 22 (Products and Services Catalogue). |
| CBT | Computer based training. |
| CCN | A Contract Change Note, as described in Schedule 20 (Change Control Procedures). |
| Central File Storage | A file storage facility that is located at the Production Data Centre or the Disaster Recovery Data Centre. |
| Central Infrastructure | The collection of physical and virtual components that support the overall PICTS environment. |
| Certificate Authority | An entity that issues a digital certificate used to create a secure connection. |
| CESG, CESG Infosec | Communications Electronic Security Group. The group within GCHQ, Cheltenham responsible for setting information security standards within HMG. |
| Change | A change authorised under the Change Control Procedures (Schedule 20). |
| Change Advisory Board (CAB) | A board which reviews and approves Operational Changes to the Services. |
| Change Control | Change Control Procedures. |
| Change Control Procedures | The procedures to request, propose and authorise Changes as specified in Schedule 20 (Change Control Procedures). |
| Change Management | The process by which changes to the services provided are controlled to reduce impact on live services as defined by ITIL. In the event of any conflict between Change Management and the terms of the Agreement, the terms of the Agreement shall prevail. |

| Defined Terms | Meaning |
|---|---|
| Change Request | A request for a change. |
| Charges | The charges for provision of the Services as set out in Schedule 5 (Payment Mechanism). |
| Charges at Risk | Under the Previous Contract, the portion of the Charge which is subject to the Service Credit regime and may therefore be abated. |
| Charges Model | The details of how the PROVIDER will charge for the Services as set out in the Annexes to Schedule 5 (Payment Mechanism). |
| Charges Variation Procedure | The procedure set out in Paragraphs 13 and 14 of Schedule 5 (Payment Mechanism) whose components are Maximum Price Variance and Re-basing of Prices respectively. |
| Charging Method | The charging method specified in Schedule 5 (Payment Mechanism). |
| CHECK approved company/ CHECK accredited organisation | An organisation with at least one security consultant who is fully accredited under the CESG CHECK scheme as a penetration tester. |
| CHS (desk) | The AUTHORITY's Call Handling Service desk. |
| Citrix | Products that extend Applications to User Workstations through proprietary protocol providing secure access and supporting Thick and Thin-client use. Citrix products include XenApps and Netscaler. |
| CJIT | Criminal Justice Information Technology. The organisation, or any other body which has or will perform substantially the same functions, within the AUTHORITY responsible for management of information technology throughout the Criminal Justice Organisations and associated bodies. |
| Client Applications | Applications accessed by Users through the Thick-client or Thin-client (for example; browsers (IE or Firefox), Assistive Technology software, Microsoft Office, Acrobat Reader, Winzip). |
| CMDB | Configuration Management Database. |
| Code of Connection | A documented set of measures to be applied to interconnections between networks, agreed between the owners of the networks as a condition of allowing the interconnection. |
| Commencement Date | 1st January 2017. |
| Commercial and Finance Board | As defined in Schedule 9. |
| Communication(s) Plan | The plan more particularly described in Paragraph 3 of Schedule 17 (Communications). |
| Communications | As more particularly described in Paragraph 1 of Schedule 17 (Communications). |
| Communications Strategy | The strategy more particularly described in Paragraph 2 of Schedule 17 (Communications). |
| Community Rehabilitation Company (CRC) | A non-government organisation responsible for managing medium and low risk offenders in a specified geographical area. |

| Defined Terms | Meaning |
|---|---|
| Component | Any part of a piece of Hardware that can be exchanged or serviced independently of the main piece of Hardware. |
| Conditional Acceptance | As defined in Paragraph 2.1 (D) of Schedule 21 (Testing and Acceptance). |
| CONFIDENTIAL | A security classification for a document as defined by the last version of the Government Protective Marking Scheme prior to 2 April 2014. |
| Confidential Information | All information designated as such by either Party in writing together with all other information which relates to the business, affairs, Products, developments, trade secrets, know-how, personnel, customers and suppliers of either party or information which may reasonably be regarded as the confidential information of the disclosing party. |
| Configuration Item (CI) | Component of an infrastructure or an item, such as a Request For Change, associated with an infrastructure that is (or is to be) under the control of Configuration Management. CIs may vary widely in complexity, size and type, from an entire system (including all hardware, software and documentation) to a single module or a minor hardware component (ITIL). |
| Configuration Management | The control and accuracy of information regarding the Assets of the AUTHORITY as defined in ITIL. |
| Configuration Management Database (CMDB) | The repository for all information regarding Assets of the AUTHORITY including current software and hardware configurations used for identifying and defining the configuration items making up the Services and which is used to record and report their status (links to other configuration items, composite items), control changes to them and verify their completeness and correctness. |
| Configuration Management Plan | The document setting out the organisation and procedures for the Configuration Management of a specific product, project, system, support group or service (ITIL). |
| Connected Person | Those persons identified in sections 252, 254 and 255 of the Companies Act 2006 as amended. |
| Consumable | Anything used in the delivery of Services deemed as a consumable by the AUTHORITY and the PROVIDER. |
| Contract | Agreement. |
| Contract Manager | The AUTHORITY member of staff assigned to manage the commercial and contractual aspects of the Agreement on the AUTHORITY's behalf |
| Contract Month | A calendar month. |
| Contract Year | The respective 12 month period from the Commencement Date, and each anniversary of the Commencement Date thereafter. |
| Contracting Authority | Any contracting authority as defined in Regulation 2(1) of the Public Contracts Regulations 2015. |

| Defined Terms | Meaning |
|---|---|
| Control | The possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "**Controls**" and "**Controlled**" shall be interpreted accordingly. |
| Core Service Charges | The Charges for Services as set out in Annex 1 of Schedule 5 (Payment Mechanism). |
| Core Hours | 08:00 to 18:00 (Monday – Friday excluding public and bank holidays) |
| Core Services | Those services provided under this Agreement which are described in Schedule 3 (PROVIDER's Solution). |
| Core System Interfaces | An interface between Applications, as more particularly described at Annex E of Schedule 10 (Locations, Assets and Volumes) of the Previous Contract. |
| COTS Software | Commercial Off The Shelf software. |
| Countermeasure | An action, set of actions, physical device or Software component implemented in order to reduce the impact or likelihood of a breach of Information Security. |
| CPE | Critical Production Environment - that infrastructure and those services which are required to build critical elements of the Infrastructure |
| CRAMS | Case Records Administration and Management System for probation areas. |
| CRC Exception Users | Those staff within the CRCs that are nominated by the AUTHORITY as approved to retain user access to the System (as updated from time to time). |
| Criminal Justice Organisation | Any government body responsible for any aspect of criminal justice. |
| Critical IT Services | IT Services required by the AUTHORITY's Business Continuity Strategy to be restored within twenty-four (24) hours of a Disaster. |
| Cyber Centre | A specialist team that monitors the System for security events. |
| Data Centre | A type of Hosting Facility. |
| Data Exchange Bridging Solution (DEBS) | The gateway solution that provides access for CRC Users to the National Delius Application and to OASys. |
| DEBS Support Infrastructure | The parts of the Platform that are used by DEBS for purposes such as User authentication, accessing network devices and file storage as further described by paragraph 15.2 of Schedule 3 (PROVIDER's Solution). |

| Defined Terms | Meaning |
|---|---|
| Data Protection Legislation | The Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner. |
| Data Services | Those services as defined in Paragraph 5 of Schedule 3 (PROVIDER's Solution). |
| Date Independent | The ability to provide all the following functions; accurate processing of all date information, including (but not limited to) accepting date input, providing accurate date output and performing accurate calculations and performing all processing accurately, efficiently and without interruption at all moments in time without any change in operations, or in any input or output procedures. |
| Day | A 7.5 hour period between 08:00 and 18:00 hours on a Working Day. |
| Day Rate | The rate to be charged by the PROVIDER for a Day's work in accordance with the principles set out in paragraph 7.5 of Schedule 5 (Payment Mechanism). |
| Decommission | To take Software or Hardware out of operation, including the following activities where relevant: changes to the configuration of Software to remove references to the instance of Hardware or Software being Decommissioned; disconnection of Hardware and disassembly including secure erasure ready for transportation and or destruction; and updating the Configuration Management Database to reflect the new status of the Hardware or Software. |
| Default | Any breach of the obligations of either Party (including but not limited to fundamental breach or breach of a fundamental term) or any default, act, omission, negligence or statement of either Party, its employees, agents or Sub-Contractors in connection with or in relation to the subject matter of this Agreement and in respect of which such Party is liable to the other. |
| Defect | Any non-compliance with the specification or behaviour that could reasonably be expected from a piece of Hardware or Software. |
| Definitive Software Library (DSL) or Definitive Media Library (DML) | The logical and physical store of Software that will be used in the provision of the Services or other Software as agreed between the Parties. |
| Deliverable | Any Products, Hardware or Software or other thing to be provided by the PROVIDER to the AUTHORITY under this Agreement. |

| Defined Terms | Meaning |
|---|---|
| Deployment or Deploy | Performing the actions necessary for a piece of Hardware or Software to be used by Users subsequent to any necessary acceptance. |
| Deposited Software | That Software identified in Clause 16.19 in relation to any OMNI Service as Deposited Software together with such other Software as the Parties agree from time to time. |
| Desktop | A desk based computing device that enables access to Thin-client and Thick-client systems |
| Development and Validation Environment (DVE) | An environment (within NDC3) containing systems for development and testing purposes as described in Paragraph 10.1.3 of Schedule 3 (PROVIDER's Solution). |
| DHCP | Dynamic Host Configuration Protocol |
| Diagnostics | Processes and tools used to identify Faults. |
| Disaster | An Incident that causes widespread disruption to provision of the Services and declared as such in accordance with Annex D to Schedule 3 (PROVIDER's Solution). |
| Disaster Recovery Data Centre | A specific Data Centre which is dedicated to providing recovery of the Production Data Centre and/or Local Data Centre services following a Disaster. |
| Disaster Recovery Plan | A plan documenting the process and time frame for restoring the Services following an incident that causes disruption to those services. |
| Disaster Recovery Testing | Tests designed to assure the ability of the Services to be reconstituted following a Disaster. |
| DISC | Development Innovation and Support Contract |
| Dispute | A dispute in relation to this Agreement. |
| DNS | Domain Name System (or Service) |
| Documentation | The documentation and all printed or viewable materials specified in the Services (or otherwise agreed) to be deliverable at any time to the AUTHORITY. |
| Domino Hosted Applications | Applications developed and managed by the AUTHORITY that are hosted on the domain infrastructure. |
| Domino Mail Servers | Servers that run the Lotus Domino Server Software to provide e-mail services to Users. |
| DOM1 | Main DISC domain |

| Defined Terms | Meaning |
|---|---|
| DOTAS | The Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992. |
| DPA or Data Protection Act | The Data Protection Act 1998 as amended. |
| DSL | Definitive Software Library |
| Elevated | Encrypted secure transit mechanism of UK public sector. PSN-P (Protected) is an Elevated platform |
| Emergency Power Off | The system to turn off power in a data centre in an emergency situation. |
| Emergency Exit | Any termination of this Agreement prior to completion of the Exit process in accordance with the Exit Plan as agreed at the Commencement Date. |
| Employee Transfer Date | The applicable Services Transfer Date if agreed by the Parties in relation to any person or if not agreed such date of employment transfer as determined by the transfer expert. |
| Employment Losses | All losses, damages, fines, penalties, compensations, awards, demands, orders, expenses, costs (including reasonable legal costs), disbursements (reasonably and properly incurred) and liabilities. |
| End Point Protection | Measures put in place to protect Desktops and Laptops from Malicious Software and cyber attacks. |
| End User Services | As defined in Schedule 3 Paragraph 3.2 (PROVIDER's Solution). |
| End-User Service Payment | The element of a charge related to the delivery of the End-User Service, which is proportional to the cost to the PROVIDER of delivering that End-User Service as used in the Previous Contract. |
| Environmental Information Regulations | The Environmental Information Regulations 2004. |
| EPIC | Electronic Probation Information Centre (an Application). |
| Equipment | Hardware. |
| EUC | End User Computing. |
| European Social Fund (ESF) | An agency of the European Union for supporting employment in the member states as well as promoting economic and social cohesion. |
| ESF programme | The 2007-2013 European Social Funding programme. |
| Event Management | Monitoring of events in the Infrastructure to detect and escalate exception conditions. |

| Defined Terms | Meaning |
|---|---|
| Exception Report (ER) | A 'short-form' Proposal Document used for capturing Changes to existing projects added to the Agreement through the Change Control Procedures. |
| Executable Code | Code which can be interpreted and acted upon by a hardware platform/operating system without the need for any external modification. |
| Exempt Information | Any information or class of information (including but not limited to any document, report, contract or other material containing information) relating to this Agreement or otherwise relating to the PROVIDER which has been designated by the mutual written agreement of the Parties as potentially falling within an exemption to FOIA as set out in Annex A to Schedule 24 (Freedom of Information). |
| Exit | The implementation of the policies and procedures as more particularly described in Schedule 14 (Exit Management). |
| Exit Information | That information provided to the AUTHORITY by the PROVIDER as part of Termination Assistance detailed in Paragraph 2 of Annex A to Schedule 14 (Exit Management). |
| Exit Period | The period beginning on the Commencement Date and ending on the earlier of the date on which all Service Transfers are completed or the date of expiry or earlier termination of the Agreement. |
| Exit Plan | The PROVIDER's plan for exit, the contents of which are detailed in Annexes B and D to Schedule 14 (Exit Management). |
| Fault | Any occurrence in respect of any part of the System which results in any part or whole of the System not being available to the AUTHORITY or not operating as intended. |
| Final Service Level | The Target Level to apply to a Performance Indicator after the interim Service Level, or in the case where there is no dependent Transformation Project, the Target Level to apply from the Actual Transfer of Responsibility Date as used in the Previous Contract. |
| File Transfer Protocol (FTP) | The File Transfer Protocol (FTP) is a standard network protocol used to transfer data between two end points on a computer network. |
| Financial Management | Has the meaning given to it in ITIL. |
| Financial Report | A report containing supporting detail for Invoices and Service Credits |
| First Line Support | The team that initially liaises with the User and/or diagnoses, resolves or appropriately escalates an Incident reported by a User. |
| FOIA | The Freedom of Information Act 2000 and all regulations made thereunder from time to time or any superseding or amending enactment and regulations, together with any codes of practice issued by the Information Commissioner in relation to such legislation. |

| Defined Terms | Meaning |
|---|---|
| FOIA notice | A decision notice, enforcement notice and/or an information notice as may be issued by the Information Commissioner in investigation and/or enforcing FOIA compliance in accordance with FOIA. |
| Functional Testing | Tests intended to exercise the full range of functions of a service by exploring the behaviour when exposed to a full range of data and conditions including erroneous data and boundary testing. |
| Gateway | A connection between the PICTS Network and any other data network allowing access to Applications as described in Paragraph 8 of Schedule 3 (PROVIDER's Solution). |
| General Anti-Abuse Rule | (a) The legislation in Part 5 of the Finance Act 2013; and<br>(b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions. |
| Governance | The process of monitoring and reviewing the performance of the Agreement and the Services provided by the PROVIDER as further set out in Schedule 9 (Governance). |
| Government Property | Anything issued or otherwise furnished in connection with the Agreement by or on behalf of the AUTHORITY, other than any real property. |
| Gross Margin | The value to be calculated in accordance with the Charges Model in Schedule 5 (Payment Mechanism). |
| GSI (upper case I)<br>(or GSi (lower case i)) | Government Secure Intranet, the community of networks/network groupings used for government communications. |
| GSI Gateway | An interconnection enabling access to GSI. |
| Guest User | A User whose rights to use the Services are derived from an account held on a platform other than that held on the Infrastructure. |
| Halifax Abuse Principle | The principle explained in the CJEU Case C-255/02 Halifax and others. |
| Hardware | The computer hardware and other peripheral items supplied or maintained under this Agreement. |
| Heatmap | A document that provides details of the service and Security Risk levels in relation to the Services at the Commencement Date as updated from time-to-time and as further described in Schedule 3 (PROVIDER's Solution). |
| Hemel Service Centre (HSC) | A Data Centre located within the PROVIDER's UK head office that hosts gateway services. |
| HMPS | Her Majesty's Prison Service. |
| Hostels | Approved bail/probation hostels |
| Hosting Facility | A secure location with a controlled environment, power and network connections designed for the location of Hardware involved in the delivery of the Services and not located in open office areas. |

| Defined Terms | Meaning |
|---|---|
| Hosting Facility Architectural Requirements | The architectural standards to be meet by the PROVIDER in relation to each National and Local Data Centre, in accordance with Paragraph 4.2 of Schedule 15 (Environmental Conditions). |
| Hosting Facility Electrical Services | The electrical services set out in Paragraph 4.3 of Schedule 15 (Environmental Conditions) in relation to each Data Centre. |
| Hosting Facility HVAC Services | The heating, ventilation and air conditioning services to be provided by the PROVIDER in accordance with Paragraph 4.4 of Schedule 15 (Environmental Conditions) in relation to each Data Centre. |
| Housekeeping | Activities necessary for the continued effective operation of the Services. |
| ICT | Information and Communication Technology. |
| ICT Asset | An Asset |
| Impact | The impact on timeliness, cost, quality or benefit associated with a Risk, Issue, Opportunity or Uncertainty. |
| Impact Assessment | A report prepared by the PROVIDER that gives the PROVIDER's assessment of the impact of a Request For Service. The Impact Assessment will include: an assessment of the impact on the AUTHORITY's business (to the extent known), the time that it would take to start work on the change, the time that it would take to implement and complete the work in the Request For Service, the charges to be made by the PROVIDER for implementing the Request For Service, an outline plan for the work required, and an assessment of the associated risks and dependencies. |
| Implementation Plan | A document defining as a minimum the resources required, the anticipated time to complete, the external dependencies, and the approach that will be adopted in order to complete the implementation in question. |
| Incident | Has the meaning given to it in ITIL. |
| Incident Management | Has the meaning given to it in ITIL. |
| Incident Management System | Has the meaning given to it in ITIL. |
| Incident Report | Has the meaning given to it in ITIL. |
| Information Security | Ensuring that information is accessible only to those authorised to have access (confidentiality), safeguarding the accuracy and completeness of information and processing methods (integrity), and ensuring that authorised Users have access to information and associated assets when required (availability). |
| Information Security Management System (ISMS) | Has the meaning given to "ISMS" in Schedule 7 (Security). |
| Infosec | Information security. |

| Defined Terms | Meaning |
|---|---|
| Infrastructure | The Hardware and Software used to deliver the Infrastructure Services. |
| Infrastructure Services | Functionality provided as part of the Platform that can be used by Hardware and Applications to establish communications across the Network and perform basic operations including but not limited to DHCP, DNS, WINS, user authentication, printing and file management services. |
| In-Scope Payment | The total amount of money at risk to KPIs in each specific Office Group each month, as further detailed in Paragraph 4 of Schedule 6 (Performance Management) of the Previous Contract and as used therein. |
| Install or Installation | To put provided Hardware or Software into operation, including (where relevant): moving the required Hardware, Software media and accessories from storage to the location where it needs to be installed; confirming the suitability of the location for installing the Hardware; unpacking the Hardware and disposing of the packaging where not required; assembly of the Hardware and performing other actions necessary before the Hardware can be used; positioning the equipment where required and connection to existing mains power, Network or other data ports; installing the required Software Configuration from a Software Image or other installation media, and performing any further manual configuration activities necessary to allow the user to make full use of the Hardware; testing the Hardware or Software installation; giving brief instructions to the intended User of the Hardware on the use of the Hardware and Software; and updating the Configuration Management Database to give the new status of the Hardware of Software. |
| Intellectual Property Rights | Patents, trade marks, service marks, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, trade or business names and other similar rights or obligations whether registerable or not in any country. |
| Intelligent Web Gateway (IWG) | A part of the Platform that scans web page content for viruses and malware. It comprises a Secure Web Gateway and a Security Reporter. |
| Interim Service Level | The Target Level to apply to a Performance Indicator during the period before the Acceptance Requirement date, as specified in Paragraph 1.1 of Schedule 6 (Performance Management) of the Previous Contract and as used therein. |
| Internet Access | Browser-based User access to World Wide Web sites based on HTTP, or HTTPS. |
| Intranet | The PICTS intranet. |
| Invoice Period | A Contract Month where the PROVIDER is required to provide the Services except where the Services have been or are required only for a part of a month (for example upon termination of the Agreement (Part Month)) the period shall include the relevant Contract Month and such Part Month. |
| IP VPN | Internet Protocol Virtual Private Network |

| Defined Terms | Meaning |
|---|---|
| Issue | An event whose occurrence has a negative impact on the Services in the context of Schedule 19 (Risk Management) |
| Issue Manager | The person (or persons) responsible for the management of Issues. |
| Issue Owner | The person (or persons) responsible for mitigating an Issue. |
| Issue Register | A set of Issues held in a format such that it is clear who is the Issue Owner along with a description and assessment of the impact. |
| IT Health Check (ITHC) | A review undertaken by the AUTHORITY (or their nominated representative) to ascertain whether there are any potential or actual Security issues and to confirm that the Services are being provided in accordance with the requirements of Schedule 7 (Security). This is typically undertaken as part of Accreditation to enable assurance to be given to the Accreditor that appropriate and effective controls are in place. An IT Health Check may include without limitation a Penetration Test. |
| ITIL | The IT Infrastructure Library. A set of best practices for IT service management and delivery. |
| Joint Delivery | A project that requires co-operative working between the PROVIDER, the AUTHORITY and Third-Party Suppliers. |
| Joint Projects | Projects or programmes that require Joint Delivery. |
| Joint Services Change Advisory Board | A board which reviews and approves Operational Changes to the Services where such Operational Changes involve third parties that are not Sub-Contractors of the PROVIDER. |
| Key Performance Indicators (KPIs) | Those Performance Measures used to monitor the level of Service provision to which Service Credits will apply. |
| Key Personnel | Such persons as are specified within Schedule 3 Annex C |
| LAN | Local Area Network. |
| Laptop Computer<br>or Laptop | A computer designed to be carried by a User between locations, for use when directly or remotely connected to the PICTS Network, or when disconnected from any network. |
| Legacy Case Management System | The Delius Case Management System and the Integrated Case Management System as used in the Previous Contract. |
| Legacy Print Devices | Devices used for printing and scanning documents that were present as part of the Platform prior to the AUTHORITY's Print Services Supplier taking on support for Print Devices and Legacy Print Devices. These devices are now supported by the AUTHORITY's Print Services Supplier. |
| Liquidated Damages | An amount payable as specified in Clause 9. |
| Local Area Network | A data network that serves Hardware within a single building, or small number of adjacent buildings. |
| Local Compartment | A Compartment containing Local Systems at a specific Local Data Centre. |
| Local Data Centre | A Data Centre located at a Location, being those listed in Annex C of Schedule 10 (Locations, Assets and Volumes). |

| Defined Terms | Meaning |
|---|---|
| Local System | A system maintained by the AUTHORITY at a Local Data Centre. |
| Location | The locations listed in Annex B of Schedule 10 (Locations, Assets and Volumes). |
| Maintain or Maintained or Maintenance | To perform all of the activities and services necessary to keep a system in working order. For the avoidance of doubt, Maintenance shall not include technology refresh, save as set out in Schedule 16. |
| Major Incident | A Severity Level 1 Incident as defined within Paragraph 17 of Schedule 3 (PROVIDER's Solution) or such other Incident as shall reasonably be considered by the AUTHORITY or the PROVIDER to give rise to a similar impact on the AUTHORITY's business. |
| Managed Applications | Administered applications. |
| Margin (%) | ((Charge - Cost) / Cost) x 100 |
| Managed Interconnect (MINT) | A Gateway for communication between the System and OASys |
| Media | Electronic material for the storage or output of data, including, without limitation, CD, tape, and external memory (pen) devices. |
| Milestone Date | A date for the achievement of a milestone related to the Technology Refresh Projects as set out in Schedule 16. |
| Mitigation | The act of lowering the impact of a Risk, Issue or Uncertainty by reducing its probability of occurring or the impact of its occurrence. |
| Mobile Device | A device that does not have to be physically attached to a fixed connection – whether that is power or network. |
| Model Office | A facility to be provided by the PROVIDER if requested under the Change Control Procedures, at the PROVIDER's premises which mirrors the typical configuration of servers to be installed in a Hosting Facility including without limitation Workstations and peripherals, sufficient to be used to test and demonstrate the business processes to be performed or supported by the Services as more particularly described in Schedule 21 (Testing and Acceptance). |
| Monitoring and Management Tools | The Software product(s) as set out in Annex D to Schedule 3 (PROVIDER'S Offering) of the Previous Contract. |
| Month or month | A calendar month. |
| Monthly Service Charge | The Charges to be paid each Month for the provision of the Services. |
| National / Nationally | A description applied to the Services offered or provided by the PROVIDER to all Locations within the scope of this Agreement. |
| National Data Centre (NDC) | The data centres provided by the PROVIDER, being NDC1 and NDC3 as detailed in paragraph 10 of Schedule 3 (PROVIDER's Solution). |
| National Delius (or nDelius) | The national Delius case management system. |

| Defined Terms | Meaning |
|---|---|
| National Service | Under the Previous Contract, a Service that is measured for the purposes of performance at an aggregated level across the entire AUTHORITY, with no sub-aggregation at a lower level, as referenced in Schedule 6 (Performance Management) |
| National Probation Services (NPS) | National Probation Service |
| Net Book Value (NBV) | The accounting value of an asset calculated as the original cost less accumulated depreciation on a straight line basis. |
| Network | The set of Assets intended to provide data communications for the AUTHORITY to the extent that they are provided, maintained or operated by the PROVIDER. The Network may include point-to-point communications links, switching, routing and distribution hubs, and any Assets necessary to manage and secure the Network or allow devices connected to the network to establish a connection (for example firewalls, network management workstations or DHCP servers). The boundaries of the Network are defined by Network Demarcation Points. |
| Netbackup | An enterprise-level backup and recovery suite. |
| Network Demarcation Point | A logical or physical point at the edge of a Network, defining the boundary between Networks, or between a Network and a point-to-point communications link. Often used to separate two networks that are managed, owned or controlled by two different parties. |
| Network Upgrade | An upgrade that involves providing or increasing the capacity or quality of the Network connection to one or more Locations. |
| New Service Commencement Date. | The date as defined in Paragraph 2.1(C) of Schedule 21 (Testing and Acceptance). |
| NICTS | NOMS ICT services. |
| NOMS | The National Offender Management Service or any replacement organisation performing the same or similar functions as the National Offender Management Service. |
| Non-Core Hours | Hours other than Core Hours. |
| NPS User | A User from the National Probation Service |
| OASys – R BOM | The bill of materials that the Provider purchased under the Previous Contract in performing the OASys-R Work. Under the Previous Contract, the OASys-R BOM is attached to Annex O of Schedule 3 of the Previous Contract. |
| OASys | An application provided by a third party that can be accessed by NPS Users via their Desktop, Laptop or Thin-client and by CRC Users via DEBS. |

| Defined Terms | Meaning |
|---|---|
| Occasion of Tax Non-Compliance | (a) Any tax return of the PROVIDER submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:<br>(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 that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;<br>(ii) the failure of an avoidance scheme which the PROVIDER was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or<br>(b) the PROVIDER's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a penalty for civil fraud or evasion. |
| Office Automation Application | A commercial off-the-shelf application designed to allow the User to carry out tasks common to many businesses including without limitation word processor, spreadsheet, presentation editor and e-mail. |
| Office Group | A set of Locations within a Region categorised by their collective size. |
| Office Groups | A collection of Locations within a Region that are similar in size, based on the number of Workstations at the Locations as used in the Previous Contract. |
| OGC buying solutions | The commercial division of the Office of Government Commerce. |
| OMNI | The Offender Management National Infrastructure. |
| OMNI User | A User that is not a Guest User as used in the Previous Contract. |
| Online Certificate Status Protocol (OCSP) | The Online Certificate Status Protocol is an Internet protocol used for obtaining the revocation status of an X.509 digital certificate. |
| Open Book Accounting (OBA) | The method of accounting as more particularly described in Schedule 5 (Payment Mechanism). |
| Operating Environment | The Hosting Facility. |
| Operating System | The system Software on a Workstation or Server that provides the basic functionality and security on which other Applications rely including without limitation Microsoft Windows, Linux or Solaris. |
| Operational Change | A change whose materiality is such that a Contract Change is not required. This shall arise naturally during the day to day delivery of the Services. |
| Operational Support | Second Line and Third Line support, including Call Handling. |
| Opportunity | An event that may occur (has a Probability) which would have a positive impact on the delivery of benefit from the Services. |

| Defined Terms | Meaning |
|---|---|
| Opportunity Management Process | The process of identifying opportunities as more particularly described in Schedule 19 (Risk Management). |
| Opportunity Manager | The person (or persons) responsible for the management of Opportunities. |
| Opportunity Register | A set of Opportunities held in a format which details any relevant information about those Opportunities. |
| Ordinary Course of Business | Either: (i) acts, omissions or conduct which is consistent in all respects with the prevailing pattern, or course of conduct or management used by the PROVIDER in the provision of the Services or undertaken in order to comply with the applicable obligations under the Agreement; or (ii) acts omissions or conduct which a well managed company would undertake (assuming that such company is acting in a prudent and reasonable manner) in relation to the provision of the Services or in order to comply with all applicable obligations under the Agreement; whichever imposes the higher standard. |
| Ordinary Exit | Any exit, whether by expiry or termination, of this Agreement other than an Emergency Exit. |
| Organisations | A Contracting Authority or any other body (including but not limited to any private sector body or voluntary sector organisation) which substantially performs any of the functions that previously had been performed by the AUTHORITY and/or provides assistance to the AUTHORITY in the performance of its function. |
| Outline Exit Plan | The outline Exit Plan as detailed in Annex D to Schedule 14 (Exit Management). |
| Parent Company | Any company which is the ultimate Holding Company of the PROVIDER or any other company of which the ultimate Holding Company of the PROVIDER is also the ultimate Holding Company and which is either responsible directly or indirectly for the business activities of the PROVIDER or which is engaged in the same or similar business to the PROVIDER. The term Holding Company shall have the meaning ascribed by Section 1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto. |
| Partial Termination | The termination of any individual service (or element thereof) by the AUTHORITY pursuant to Clause 18.7. |
| Party | Either of the PROVIDER or the AUTHORITY and together the “Parties”. |
| Passive Component | A part of a network or system that is not an Active Component. Examples include cables, equipment racks, and patch panels. |
| Patch | A piece of Software that has the effect of modifying other Software to remove defects, add functionality or otherwise change the Software’s behaviour. |
| PC | Personal Computer. |

| Defined Terms | Meaning |
|---|---|
| Penetration Test | An authorised test where one or more attempts are made to cause a security breach of the System in order to ascertain whether there are any potential or actual Security issues and to confirm that the Services are being provided in accordance with the requirements of Schedule 7 (Security). |
| Performance Indicators (PIs) | Those Performance Measures used to monitor the level of Service provision that are not subject to Service Credits. |
| Performance KPIs (PKPIs) | Those KPIs that measure how well the relevant Service element is being provided that together with the AKPIs comprise the set of KPIs as used in the Previous Contract. |
| Performance Measures | The Performance Indicators and Key Performance Indicators taken together as set out in the Annexes to Schedule 6 (Performance Management). |
| Performance Testing | Tests designed to assure the performance of a service under conditions of multiple simultaneous access or multiple simultaneous transactions, age of database or number of records being processed. |
| Peripheral | A piece of Hardware that is controlled by a Workstation or Server, housed independently and attached to a Local Area Network or directly to the Server or Workstation. |
| Personnel | The employees, agents and subcontractors of the PROVIDER who perform the Services. |
| PID | Project (or Programme) Initiation Document. |
| PICTS | Probation Information and Communication Technology Services |
| PICTS Blackberry Service | A mobile voice and data service which provides Users with access to e-mail, calendar, text messaging and other services via a Blackberry hand-held device and related training and support services. |
| PICTS Data Network | The Network. |
| PICTS Estate | All the Locations. |
| PICTS Network | The Network |
| PICTS Services | The Services. |
| PICTS User | A User that is not a Guest User. |
| Platform | System. |
| Premises | Locations. |
| Preventative Maintenance | Maintenance that is carried out on Software or Hardware on a periodic basis (after a defined elapsed time or set amount of usage), that is intended to prevent future Defects in the Platform or Systems. |
| Previous Contract | The OMNI Services Agreement dated 30 September 2005 entered into by both Parties and the subsequent Supplementary Agreement (effective from 1 January 2016) taken together. |
| Print Devices | All devices used for printing and scanning documents that are provided by and supported by the AUTHORITY's Print Services Supplier. |

| Defined Terms | Meaning |
|---|---|
| Private File Storage | Directories held on Server-based file systems that can be seen and used by only one user (or a system administrator) to store, access and manage files. |
| Probability | The likelihood of an event (eg. Risk) occurring. |
| Probation Board | The board responsible for the overall management of a probation area as used in the Previous Contract. |
| Probation Case Management System, or PCMS | The nDelius Application |
| Problem Management | The process for identifying and resolving the underlying causes of Incidents as defined by ITIL. |
| Procurement Process | The process by which the AUTHORITY may seek tenders for the provision of any of the Services in accordance with national and European legal requirements relating to procurement. |
| Procurement Request | Request for the procurement of Hardware and Software. |
| Product | Hardware and/or Software items ordered by the AUTHORITY in accordance with Schedule 22 (Product and Services Catalogue). |
| Product and Services Catalogue | The catalogue of Products and Services that a User may order from the PROVIDER in accordance with Schedule 22 (Product and Service Catalogue). |
| (Product) End Of Life (EOL) | The point at which a Product is no longer supported, maintained or serviced by its producer. |
| (Product) End Of Support (EOS) | The point after which a Product is no longer supported by its producer (and, in the case of Software, patch updates are no longer supplied) unless specific agreement is made with the producer. |
| Production Data Centre (or Production NDC) | A Data Centre used to accommodate the Production Platform. It is located in Cardiff, Wales. (Also known as NDC1.) |
| Programme Library | A document repository maintained by the Programme Support Office. It contains, without limitation, all System Documentation, project documentation (PIDs, Risk registers, project logs, etc.), SCoP, reports, contract documents, minutes of meetings, correspondence between the PROVIDER and the AUTHORITY, correspondence between the PROVIDER and the Sub-Contractors and other third parties, manuals, user guides, and other documentation associated with the Services. |
| Progress Report | A document describing how a specific project, programme or service is being delivered against the agreed plans. |

| Defined Terms | Meaning |
|---|---|
| Prohibited Act | (a) To directly or indirectly offer, promise or give any person working for or engaged by the AUTHORITY a financial or other advantage to:<br>(i) induce that person to perform improperly a relevant function or activity; or<br>(ii) reward that person for improper performance of a relevant function or activity;<br>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;<br>(c) an offence:<br>(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);<br>(ii) under legislation or common law concerning fraudulent acts; or<br>(iii) defrauding, attempting to defraud or conspiring to defraud the AUTHORITY; or<br>(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. |
| Project and Programme Board (PPB) | The body of people as specified by the AUTHORITY from time to time which supports operation of the governance structure as specified in Schedule 9 (Governance). |
| Proposal, or Proposal Document (PD) | The PROVIDER's response to a Request For Service containing the relevant solution, implementation plan and pricing information for the new or amended service in question. When used, this term may also include Exception Reports according to context. |
| Provide | To supply Hardware, Software and services to the AUTHORITY, including where required: identification of available Hardware, Software and services that are necessary to upgrade, refresh, expand and maintain the Services; identification of the most suitable procurement approach; development of technical procurement specifications; evaluating the suitability of Hardware, Software and services; identification of and negotiation of optimum terms with sources of supply of Software, Hardware and services; minimising the overall costs of providing Equipment on behalf of the AUTHORITY; placing orders with suppliers; maintaining stores of Equipment; and delivering Hardware and Software to Locations as required by the AUTHORITY. |
| PSTN | Public Switched Telephone Network. |

| Defined Terms | Meaning |
|---|---|
| Public Key Infrastructure (PKI) | Public Key Infrastructure is a set of roles, policies, and procedures needed to create, manage, distribute, use, store, and revoke digital certificates and manage public-key encryption. The purpose of a PKI is to facilitate the secure electronic transfer of information for a range of network activities such as e-commerce, internet banking and confidential email. It is required for activities where simple passwords are an inadequate authentication method and more rigorous proof is required to confirm the identity of the parties involved in the communication and to validate the information being transferred. |
| Published Applications | Applications delivered by separate Citrix presentation Servers to the same Desktop. |
| Quality Management | The application of effective management techniques that continuously improve the delivery of a solution from all perspectives including without limitation; performance, reliability, functionality and value for money. |
| QSI | The quality of service indicator as defined in Paragraph 6 of Schedule 6 (Performance Measures) of the Previous Contract. |
| RAID | Risks, Assumptions, Issues and Dependencies |
| Records | Has the meaning defined in Clause 36.2. |
| Region | A NOMS region which for the avoidance of doubt is co-terminous with the Government regions. |
| Regional | Pertaining to a NOMS region. |
| Related Organisation | A person, entity or Contracting Authority nominated by the AUTHORITY to receive the Services in addition to the AUTHORITY in accordance with Clause 38. |
| Release | A release of new Software, or an Upgrade, Patch or fix administered to the live environment as authorised under Schedule 20 (Change Control Procedures). |
| Release Management | The process of controlling changes to the live environment to reduce impact on Services as defined by ITIL. |
| Release Note | A document that accompanies a Release that describes what has changed since the previous Release and how to install and back-out the Release. |
| Release Plan | A plan of activity relating to upcoming changes to an environment (e.g. Software or Hardware changes). |
| 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 for Justice pursuant to section 9 of the Bribery Act 2010. |
| Relevant Tax Authority | HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the PROVIDER is established. |
| Remote Access | Use of the Services via the Remote Access Service. |
| Remote Access Service | The facility that allows Users to connect to the Network via the Internet, the PSTN, ISDN, or any other public network link. |

| Defined Terms | Meaning |
|---|---|
| Remote Access User | A User who is making use of the Services by use of a Workstation connected to the Platform via the Internet, the PSTN, ISDN, or any other public network link. |
| Remote Operations Centre (ROC) | A specialist team that monitors the System for events 24 (twenty-four) hours per day, 7 (seven) days a week. |
| Replacement Provider | Any replacement or successor provider engaged by the AUTHORITY to perform the Services (or similar services) once a Service Transfer has been completed. |
| Request For Change (RFC) | A request for an Operational Change to the Services as further detailed in Paragraph 20 of Schedule 3 (PROVIDER's Solution). |
| Request For Service (RFS) | A request from the AUTHORITY to receive a Change or addition to the Services provided by the PROVIDER under this Agreement, as set out in Schedule 20 (Change Control Procedures). |
| Request(s) for Information | Any request or apparent request for information made under the FOIA or the Environmental Information Regulations. |
| Request Management | has the meaning given in paragraph 19 of Schedule 3 (PROVIDER'S Solution). |
| Residual End-User Service Payment | The remaining amount of the End-User Service Payment following Service Credit deduction for Availability KPIs associated with that End-User Service. |
| Resilience Testing | Tests designed to assure the ability of the Services to continue in operation without impact on availability in the event of component failure. |
| Resolution of a Security Breach | Risk of further unauthorised access to data through the same mechanism as the original security breach has been eliminated; lost or damaged data or Software Configurations have been restored or rectified; and Services denied to Users due to the Security Breach have been restored. |
| Resolver Group | A team that has the skills, tools, and knowledge to resolve a support request (e.g. A network support team or a desktop support team). |
| RESTRICTED | A security classification as defined by the last version of the Government Protective Marking Scheme prior to 2 April 2014. |
| Risk | An event that may occur (has a Probability) which would have a negative impact on the delivery of benefit from the Services. |
| Risk Allocation | The act of establishing a Risk Owner |
| Risk Allocation Matrix | A formalised set of risk classes identifying the Risk Owner. |
| Risk Assessment | An assessment of threats to, impacts on and vulnerabilities of information and processing facilities and the likelihood of their occurrence. |
| Risk Management | The process of identifying, controlling and minimising or eliminating risks that may affect information systems, for an acceptable cost as more particularly described in Schedule 19 (Risk Management). |

| Defined Terms | Meaning |
|---|---|
| Risk Management Accreditation Document Set (RMADS) | The documentation, often a portfolio, which specifies the risk management measures, accreditation policy, and status of an ICT system. |
| Risk Manager | The person (or persons) responsible for the management of Risks. |
| Risk Owner | The party responsible for bearing the costs of Mitigation and ensuring that plans are in place, monitored and reviewed. |
| Risk Register | A set of Risks or threats held in a format such that it is clear who is the Risk Owner, along with an estimate of Probability, likely impact and description of any relevant Mitigation (ideally costed) or list of Countermeasures against each risk that are or will be implemented in order to manage the Risk. It should also be clear when the Risk may materialise. |
| Roadmap | A summary representation indicating the expected timeline for the evolution of the class of objects being mapped. To elucidate:<br>(i) a product roadmap would segregate the class of products into items of similar type – in the context of this agreement this might involve the various components of the platform<br>(ii) for each set of items, those currently in use would be indicated along with an estimate of the product end of line taken from manufacturer's data or other sources<br>(iii) emerging products would be indicated in each set based on industry trends or specific manufacturer's data or other knowledge. The dates that these are likely to emerge would be indicated by a degree of confidence and (potentially) an estimate of when the maturity of these items may lead them to be considered as suitable for deployment on the platform.<br>A summary representation would typically be visual and confined to a4 or a3 in order that it can be assessed as a whole. Backing details and source references would be provided in a mixture of narrative and tabular material. |
| Scheduled Hours | The times during which a service is agreed and designed to be available, subject to scheduled maintenance. |
| Scheduled Hours (Call Handling) | Core Hours and any additional hours of Call Handling Service purchased through the mechanism defined in Schedule 22 (Product and Service Catalogue) of the Previous Contract. |
| Scheduled Hours (Operational Support) | Core Hours and any additional hours of Operational Support purchased through the mechanism defined in Schedule 22 (Product and Services Catalogue) of the Previous Contract. |
| Second Line Service Desk | A Service Desk provided as part of the Second Line Support function. |
| Second Line Support | Support requiring specialist knowledge or tools that cannot be carried out by First Line Support. |
| Secure Office | A commercial product provided by the PROVIDER which enables Users to authenticate themselves securely with the System and which protects data on Workstations. |

| Defined Terms | Meaning |
|---|---|
| Secure Web Gateway (SWG) | A part of the Intelligent Web Gateway that provides security policy settings, proxy services and scanning for web traffic through the GSI gateway. |
| Security | Information security. |
| Security Breach | An Incident that compromises or potentially compromises Security. |
| Security Management | The task of managing Security by identifying risks to Security and devising and implementing suitable Countermeasures to the Risks in order that the likelihood and potential impact of the Risks is maintained at a level acceptable to the AUTHORITY. |
| Security Operation Centre | A specialist team that monitors the System for security events. |
| Security Policies | Documents that define sets of Countermeasures that must be implemented. |
| Security Reporter | A part of the Intelligent Web Gateway that provides logging and reporting of web usage. |
| Security Testing | Tests designed to assure the ability of the Services to maintain Security. |
| Segment | A subdivision within the DVE as defined in Paragraph 10.1.3 of Schedule 3 (PROVIDER's Solution). |
| Segment Plan | The document as defined in Paragraph 10.1.4 of Schedule 3 (PROVIDER's Solution). |
| Server | Either: a computer designed to provide services to multiple Users or Applications concurrently, or provides services to other Servers; or: Software that provides services to other Software Clients. |
| Service and Product Catalogue | Product and Services Catalogue. |
| Service Code of Practice (SCoP) | The detailed procedures and processes under the Previous Contract that supported the provision of the Services, as well as providing, where relevant, additional supporting information. |
| Service Continuity Management | The process for ensuring that services provided to the AUTHORITY are made available in the event of a major disruption, as more particularly described by ITIL. |
| Service Continuity Plan | The plan(s) established to support the Service Continuity Requirements Definition, prepared by the PROVIDER, as described in Annex D (Disaster Recovery) to Schedule 3 (PROVIDER's Solution). |
| Service Continuity Requirements Definition | The document defining the AUTHORITY's service continuity requirements, prepared by the AUTHORITY in accordance with, and in support of, the AUTHORITY's Business Continuity Strategy, as described in Annex D (Disaster Recovery) to Schedule 3 (PROVIDER'S Solution). |

| Defined Terms | Meaning |
|---|---|
| Service Credit (SC) | The amount of the Charges to be abated for a failure to meet the Target Levels for any relevant Performance Measures and representing an abatement of the price payable by the AUTHORITY for the PROVIDER's provision of the Services. |
| Service Credit Cap | Has the meaning set out in Paragraph 5.11 of Schedule 6 (Performance Management) of the Previous Contract. |
| Service Credit Mechanism | The process for determining the level of Service Credits to be paid as detailed in Schedule 6 (Performance Management). |
| Service Desk | Has the meaning given to it in ITIL. |
| Service Desk Staff | Any of the Personnel who need to access information from the Service Desk. |
| Service Improvement | Any activity to increase the quality (e.g. performance, availability or manageability) of the Services or reduce their delivery cost without altering their nature. |
| Service Improvement Plan | A schedule of activities that are to be put in place to increase the performance or availability of a service. |
| Service Level | The measurement of the live service performance in respect of a Performance Measure as set out in Schedule 6. |
| Service Level Agreement or SLA | The Performance Measures and Target Levels specified for a particular Application or element of the Services, as set out in the Annexes to Schedule 6 (Performance Management). |
| Service Level Management | The process for monitoring and improving performance of the Services. |
| Service Management Board | As defined in Schedule 9 (Governance). |
| Service Management Report | One of reports A1, A2, A3, A4, A5, B1, B2, B3 and B4 as specified in Schedule 8 (Service Management) of the Previous Contract. |
| Service Management Tool | Those software product(s) used to support management of the Services as detailed in Paragraph 9 of Schedule 3 (PROVIDER's Solution). |
| Service Pack | A series of software changes (usually bug fixes and improvements) that are bundled together into a single update. |
| Service Package | Distinct items of Hardware and Software in the Product and Services Catalogue which are grouped together for ease of administration or deployment as detailed in Schedule 22 (Product and Services Catalogue). |
| Service Reduction Element | As detailed at paragraph 3 of Annex 1 of Schedule 5 (Payment Mechanism). |
| Service Request | Request for Service. |
| Service Transfer | The process of transferring specified elements of the Services to Successor Providers as described in Schedule 14 (Exit Management). |

| Defined Terms | Meaning |
|---|---|
| Service Transfer Date | The date that any elements of the Services are transferred from the PROVIDER to a Successor Provider and the Successor Provider takes full responsibility for them. |
| Services | All services to be provided by the PROVIDER under this Agreement. |
| Services Transfer Plan | The final form exit and transfer arrangements setting out the timetable and scope of required activities for transferring any of the Services to a Successor Provider. |
| Severity Level | The severity level of an Incident, as defined within Annex C of Schedule 6 (Performance Management). |
| SFIA | The Skills Framework for the Information Age plus model |
| SIAM | Service Integration and Management |
| Single Operating Platform (SOP) | A platform used by the AUTHORITY to access a range of shared services hosted externally to the PICTS System. |
| Shared File Storage | Directories held on server-based file systems shared between a restricted group of Users that allows anyone within the group with appropriate permissions (or a system administrator) to store, access and manage the files stored within the directories. |
| Smart Card | Integrated circuitry embedded into a flat, plastic body with tamper-resistant properties and no battery (requiring a card reader for access and power), conforming to the ISO/IEC 7816 series of standards for physical shape, positions and shapes of its electrical connectors, and the communications protocols and power voltages to be applied to those connectors. |
| Software | Any and all computer programs in both source and object code form, including all modules, routines, sub-routines and data comprising such programs, and all source and other preparatory materials relating to them and any manuals or other documentation relating to them and computer generated works. Includes without limitation programs stored on any type of volatile or non-volatile storage including but not limited to ram, rom, prom, eprom, eeprom, magnetic or optical disk or magnetic tape, user requirements, functional specifications and programming specifications, ideas, principles, programming languages, algorithms, flow charts, logic, logic diagrams, orthographic representations, file structures, coding sheets, coding, and any manuals or other documentation relating to them and computer generated works. |
| Software Client | Either: a piece of Software that consumes services provided by a Server; or: Software that provides an interface for Users to use. |
| Software Configuration | The complete set of Software that needs to be loaded on to a Server, Workstation or Peripheral to enable it to perform the functions required of it. |
| Software Library | The Definitive Software Library. |

| Defined Terms | Meaning |
|---|---|
| Software Licence | A licence (implied or explicit) granted by the owner of the Intellectual Property of the Software for the PROVIDER or AUTHORITY to use the Software for the purposes of their business. |
| Source Code | Software or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent Executable Code together with all technical information and documentation necessary for the use, reproduction, modification and enhancement of such software or data. |
| Staff | Personnel. |
| Standard | The minimum standard or method required for the delivery of a service. |
| Storage Area Network (SAN) | A networked data storage system that uses low-level block storage (as opposed to file system storage).<br>(Tier 1 SAN is an HP XP24000 and Tier 2 SAN is EVA8400) |
| Strategic Partner Gateway (SPG) | Hardware and software which allows transactions to be transmitted between National Delius and the CRCs' case management applications. |
| Sub-Contract | Any agreement or proposed agreement between the PROVIDER and any third party in respect of the Services. |
| Sub-Contractor(s) | Those entities as specified in Schedule 18 (Sub-Contractors) as may be amended by the Change Control Procedures from time to time. |
| Successor Provider | Replacement Provider. |
| Supplier Governance Board | As defined in Schedule 9 (Governance). |
| Support Facilities | The support which the PROVIDER will give to Users in order for the Users to make effective and efficient use of the Product and Services Catalogue. |
| Support Organisation | The entity responsible for the provision of ICT support within the AUTHORITY, the PROVIDER or a Third Party Supplier as the context dictates. |
| Support Renewal Charge | As defined in Paragraph 2.17 of Annex 1 of Schedule 5. |
| Support Services | Those services provided by the PROVIDER's Support Organisation. |
| Support Staff | Those staff belonging to the relevant Support Organisation (including without limitation First Line Support). |
| System | The systems, including all Hardware, Software and middleware supplied or developed or used by the PROVIDER in the provision of the Services but excluding any of the foregoing which are: (i) part of the PROVIDER's own internal systems; (ii) equipment provided to Personnel for their own use; or (iii) copies of software and middleware (other than any copy of such software and middleware provided to the AUTHORITY) used by the PROVIDER other than in the provision of the Services. |
| System Administration Function | A function provided by Software, usage of which needs to be restricted to Support Staff in order to maintain an acceptable level of Security. |

| Defined Terms | Meaning |
|---|---|
| System Administrative Access | A level of access to an ICT system that allows the use of functions related to the maintenance of the system that are unavailable to the majority of the Users. |
| System Documentation | Written information (electronic or printed) that describes the configuration, maintenance and/or operation of the System. System Documentation forms part of the Programme Library. |
| System Software | Software used to provide Applications with the basic technical functionality that they require to deliver their business level function up to but excluding the Application layer. |
| Target Level | The level of performance for a KPI below which Service Credits are accrued, or the level of performance for a PI which results in a QSI score of less that 100%.<br>The Parties acknowledge and agree that Target Level as defined above relates to Schedule 6 as set out in the Previous Contract, and that this definition shall be reviewed and updated as necessary in accordance with Clause 7.4. |
| Tax or Taxation | Any form of taxation, duty, impost, levy, tariff of any nature whatsoever, whether or not any such taxation, duty, impost, levy or tariff arises in respect of actual, deemed, gross or net income, profit, gain, value, receipt, payment, sale, use, occupation, franchise, value added property or right and includes, without limitation, any withholding amount subject to PAYE or other amount of or in respect of any of the foregoing payable by virtue of any Tax statute and any penalty, charge, surcharge, fine or interest payable in connection with any such taxation, duty, impost, levy or tariff. |
| Technical Recovery Plan | The plan(s) for recovery from a Disaster or disruptive incident, as described in Annex D (Disaster Recovery) to Schedule 3 (PROVIDER's Solution). |
| Technology Refresh | The process of Upgrading Products within the System that are obsolete, End Of Life or End Of Support or otherwise would benefit from being refreshed. |
| Technology Refresh Projects | The activities detailed in Schedule 16 (Technology Refresh) intended to replace and/or Upgrade Products within the System that are obsolete, End Of Life or End Of Support and/or to support the transition of the Services to the AUTHORITY's future ICT business model. |
| Term | The term of this Agreement as detailed in Clause 3.1. |
| Termination Assistance | The assistance to be provided by the PROVIDER to the AUTHORITY in order to effect the smooth handover of part or all of the Services from the PROVIDER to Successor Providers (and/or the AUTHORITY) in accordance with Schedule 14 (Exit Management). |
| Termination Transfer Employee | Each employee included in the list agreed between the Parties in accordance with Annex B of Schedule 14 (Exit Management). |
| Test Plan | The plan for testing a new programme, major new project or changed, enhanced or new service as further described in Schedule 21(Testing and Acceptance) |

| Defined Terms | Meaning |
|---|---|
| Test Strategy | The strategy for testing a new programme, major new project or changed, enhanced or new service as further described in Schedule 21 (Testing and Acceptance) paragraph 4. |
| Test Systems | Hardware and Software provided under this Agreement for the purposes of testing other pieces of Hardware or Software. |
| Thick-client (Services) | A Workstation with significant local storage and processing capable of running Application Software locally, if necessary independently of any Server. |
| Thin-client (Services) | A Workstation with very limited local storage and minimal processing capability designed to work only in conjunction with a shared Server that runs Application Software whilst the thin-client delivers only the User interface to the Application. |
| Third Line Support | Support requiring specialist knowledge or tools that cannot be carried out by the Second Line Support including without limitation the support of an Application requiring detailed knowledge of how the Application works, and ability to make changes to the code. |
| Third Party Software | Software in which the Intellectual Property Rights are owned by a third party, other than a Connected Person, and which is used by the PROVIDER or any Connected Person in the provision of the Services (including any modifications or enhancements made to such Software during the Term of this Agreement). |
| Third Party Suppliers | Any suppliers other than the PROVIDER or the Sub-Contractors. |
| Tier 1 Storage | High performing data storage typically reserved for important data. |
| Tier 2 Storage | Lower performance storage typically used for seldom used or less important data. |
| Time and Materials | Method of charging for work based on the resources deployed and time spent by the PROVIDER to perform such work subject to, as applicable in each case: the agreed Day Rates set out in Annex 4 of Schedule 5 (or such other rates as may be agreed between the Parties), any expenses claimed in accordance with paragraph 2.13 of Schedule 5, any capital items purchased in accordance with paragraph 2.9 of Schedule 5 and any services provided by Sub-Contractors in accordance with paragraph 2.10 of Schedule 5. |
| TTP | The AUTHORITY's Technology Transformation Programme |
| TTP Print Devices | New devices used for printing and scanning documents that did not form part of the Platform. These devices are supplied and supported by the AUTHORITY's Print Services Supplier. |
| Tool | Any of the various tools defined elsewhere in this Schedule 1. |
| Training Course | A specifically developed session of C-NOMIS training for the purpose of the Previous Contract. |

| Defined Terms | Meaning |
|---|---|
| Transfer of Responsibility Date | The proposed date of acceptance of the Services by the AUTHORITY under the Previous Contract. |
| Transfer Regulations | The Transfer of Undertakings (Protection of Employment) Regulations 2006. |
| Transformation Project | Has the meaning provided in Schedule 16 (Transformation) of the Previous Contract. |
| Transition State | Service Reduction Element. |
| UKCloud | UKCloud Ltd whose registered office is Hartham Park, Corsham, Wiltshire, SN13 0RP and whose registered number is 07619797. |
| Uncertainty | An unknown that may have a positive or negative Impact on the benefits of delivering the Services. |
| Upgrade | The replacement of a piece of Hardware or Software with other Hardware or Software that is of a more recent design, intended to provide a higher level of service, greater functionality or any combination of these. Upgrade includes Decommissioning and removal of old Hardware and Software (where required), and Provision and Installation of new Hardware and Software. |
| User | Any person as the AUTHORITY may determine from time to time that should receive the Services (subject, where required, to the agreement of any arrangements required to enable such User to obtain access to the Platform). |
| User Acceptance Test(ing) (UAT) | The testing undertaken by representative Users whereby the AUTHORITY satisfies itself that the Services perform in accordance with their specification. |
| Value for Money | The optimum combination of whole-life cost and quality to meet the AUTHORITY's requirements. |
| Virtual Private Network (VPN) | A network that extends a private network across a public network, such as the Internet. It enables Users to send and receive data across shared or public networks as if their computing devices were directly connected to the private network. |
| Virtual Tape Library (VTL) | A system designed to provide backup services using virtual devices rather than physical media. |
| Virus | Any virus or worm, Trojan Horse, trapdoor, Software switch, time bomb or logic bomb, disabling code or disabling routines, or expiration dates, but excluding any disabling codes, disabling routines or expiration dates which are notified in writing to and accepted by the AUTHORITY, as an integral part of the Software and where such notification includes details of trigger events which would activate such disabling codes, disabling routines or expiration dates, as these words are generally understood from time to time within the computer industry and any equivalent or similar corruptive mechanism. |
| ViSOR | Violent and Sexual Offenders Register (an Application) |
| ViSOR National Gateway Support Service | The Support Service provided in respect of ViSOR as more particularly described in Annex H of Schedule 3 (PROVIDER's Solution). |

| Defined Terms | Meaning |
|---|---|
| VMware | VMWare Inc, a company registered in the United States of America and whose headquarters are 3401 Hillview Ave, Palo Alto, CA 94304, USA. |
| VEM | Virtual Ethernet Module |
| VSM | Virtual Switch Manager |
| WBT | Windows Based Terminal |
| WID | Is a term of art for a Thin-Client (diskless) Workstation. |
| Wide Area Network (WAN) | A routed data network that connects Hardware or Local Area Networks in two or more buildings. |
| WIP | Work In Progress |
| WIP Services | Those project services which were provided under the Previous Contract and which shall continue to be provided as part of the Services, subject to and in accordance with the terms of this Agreement, from and including the Commencement Date, as more particularly described in the Annex to Schedule 4 (Work in Progress). |
| Worker Representative | Any workers' representative including, without limitation, a trade union, staff association, workers' committee, works council, European Works Council or any other body or person entitled to represent the group of workers that includes that worker. |
| Working Day | Every day except Saturday and Sunday and any public or bank holidays. |
| Working Hour | One hour of Core Hours and any additional hours purchased through the mechanisms defined in Schedule 20 or Schedule 22. |
| Workstation(s) | Desktops, Thin clients (WIDs) or Laptops and such other Hardware for Users as the AUTHORITY shall specify and the PROVIDER may agree from time to time. |
| Workstation Applications | Applications that operate on Workstations. |