



**THE SECRETARY OF STATE FOR JUSTICE**

**AND**

**CONTRACTOR**

**MINOR WORKS DYNAMIC PURCHASING SYSTEM**

**SCHEDULE C1 – DEFINITIONS**



## Schedule C1: Definitions

### SCHEDULE C1 - DEFINITIONS

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Schedule C1 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 Crown 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 Contract 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 clauses the paragraph of the appropriate Schedules unless otherwise provided; and
  - 1.3.10 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract.
- 1.4 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

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<b>"Affected Party"</b>	the party seeking to claim relief in respect of a Force Majeure Event.
<b>"Affiliates"</b>	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
<b>"Annex"</b>	extra information which supports a Schedule
<b>"Approval"</b>	the prior written consent of the Buyer and <b>"Approve"</b> and <b>"Approved"</b> shall be construed accordingly
<b>"Audit"</b>	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"> <li>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);</li> <li>b) verify the costs of the Contractor (including the costs of all Sub-Contractors and any third party Contractors) in connection with the provision of the Works;</li> <li>c) verify the Contractor's and each Sub-Contractor's compliance with the applicable Law;</li> <li>d) identify or investigate actual or suspected breach of Clauses 35 to 40 (inclusive) and/or Paragraphs 14 to 16 of Schedule F1 (Specification), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Contractor of the purpose or objective of its investigations;</li> <li>e) identify or investigate any circumstances which may impact upon the financial stability of the Contractor, and/or any Sub-Contractors or their ability to deliver the Works;</li> <li>f) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;</li> <li>g) review any books of account and the internal contract management accounts kept by the Contractor in connection with each Contract</li> <li>h) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</li> <li>i) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources;</li> <li>j) verify the accuracy and completeness of any Management Information delivered or required by the DPS Contract.</li> </ul>
<b>"Auditor"</b>	<ul style="list-style-type: none"> <li>a) the Buyer's internal and external auditors;</li> <li>b) the Buyer's statutory or regulatory auditors;</li> <li>c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</li> </ul>

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	<p>d) HM Treasury or the Cabinet Office;</p> <p>e) any person formally appointed by the Buyer to carry out audit or similar review functions and</p> <p>f) successors or assigns of any of the above</p>
<b>"Authorised Buyer"</b>	has the meaning given to it in Paragraph 1.1 of Schedule C2 - Call Off Procedure and Award Criteria.
<b>"Authorised Processing List"</b>	has the meaning given to it in Clause 19.3 (Data Processing)
<b>"Authority"</b>	the Secretary of State for Justice
<b>"Authority Cause"</b>	any breach of the obligations of the Relevant Authority or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Contractor
<b>"BACS"</b>	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom
<b>"Baseline Security Requirements"</b>	means the baseline security requirements as set out set out in the Contract Data Form and its Appendices and as updated from time to time by notice in writing from the Buyer
<b>"Breach of Security"</b>	<p>means the occurrence of:</p> <p>a) any unauthorised access to or use of the Goods and/or Services, the Buyer Premises and/or any ICT, information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Contractor in connection with this Contract and/or</p> <p>b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Contractor in connection with this Contract</p> <p>in each case as more particularly set out in the security requirements in the Security Policy</p>
<b>"Buyer"</b>	the relevant purchaser identified as such in the Contract Data Form
<b>"Buyer Assets"</b>	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 delivery of the Works including those things (if any) identified as such in the Contract Data Form
<b>"Buyer Premises"</b>	premises owned, controlled or occupied by the Buyer which are made available for use by the Contractor or its Sub-Contractors for the delivery of the Works (or any of them)
<b>"Buyer ICT"</b>	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Contractor in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Contractor System or which is necessary for the Buyer to receive the Services
<b>"Buyer Software"</b>	any software which is owned by or licensed to the Buyer and which is or will be used by the Contractor for the purposes of delivering the Works

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<b>"Buyer System"</b>	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Contractor in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Contractor System or which is necessary for the Buyer to receive the Services
<b>"Call Off Contract"</b>	the contract between the Buyer and the Contractor (entered into pursuant to the provisions of the DPS Contract), which consists of the terms set out and referred to in the Contract Data Form
<b>"Call Off Contract Value"</b>	the total Charges paid or payable under a Contract where all obligations are met by the Contractor
<b>"Call Off Expiry Date"</b>	the date of the end of a Call Off Contract as stated in the Contract Data Form.
<b>"Call Off Incorporated Terms"</b>	the contractual terms applicable to the Call Off Contract specified under the relevant heading in the Contract Data Form
<b>"Call Off Procedure"</b>	the process for awarding a Call Off Contract pursuant to Clause 2 and Schedule F3 (Call Off Procedure and Award Criteria)
<b>"Call Off Start Date"</b>	the date of start of a Call Off Contract as stated in the Contract Data Form
<b>"Call Off Tender"</b>	the tender submitted by the Contractor in respect of a Call Off Contract as set out in the Contract Data Form
<b>"Lot"</b>	One of five (5) high level Lots, broadly representing an area of work, under which there are Categories
<b>"Category"</b>	The area of work that a Contractor can register their interest in delivering works and be Approved to, in the DPS
<b>"Central Government Body"</b>	<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"> <li>a) Government Department</li> <li>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal)</li> <li>c) Non-Ministerial Department or</li> <li>d) Executive Agency</li> </ul>
<b>"Change of Control"</b>	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010
<b>"Charges"</b>	the prices (exclusive of any applicable VAT), payable to the Contractor by the Buyer under the Call Off Contract, as set out in Schedule C3 / C4 (Contract Data Information), for the full and proper performance by the Contractor of its obligations under the Call Off Contract
<b>"Commercially Sensitive Information"</b>	the Confidential Information notified by the Contractor from time to time (if any) comprising of commercially sensitive information relating to the Contractor, its IPR or its business or which the Contractor has indicated to the Authority that, if disclosed by the Authority, would cause the Contractor significant commercial disadvantage or material financial loss

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<b>"Confidential Information"</b>	the Relevant Authority's Confidential Information and/or the Contractor's Confidential Information, as the context specifies
<b>"Conflict of Interest"</b>	a conflict between the financial or personal duties of the Contractor or the Contractor Personnel and the duties owed to the Authority or any Buyer under a Contract, in the reasonable opinion of the Buyer or the Authority;
<b>"Contract"</b>	either the DPS Contract or the Call Off Contract, as the context requires
<b>"Contract Period"</b>	the term of either the DPS Contract or a Call Off Contract from the earlier of the: a) applicable Start Date or b) the Effective Date, until the applicable End Date
<b>"Control"</b>	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and <b>"Controlled"</b> shall be construed accordingly
<b>"Core Terms"</b>	the Authority's standard terms and conditions for construction maintenance and repair works which govern how the Contractor must interact with the Authority and Buyers under the DPS Agreement and Call Off Contracts
<b>"Crown Body"</b>	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf
<b>"CRTPA"</b>	the Contract (Rights of Third Parties) Act 1999
<b>"Data Compliance Officer"</b>	the designated individual with the responsibility for data protection and privacy to act as the point of contact for the purpose of observing the Data Protection Laws and associated obligations under each Contract
<b>"Data Controller"</b>	has the meaning given to it in the Data Protection Laws
<b>"Data Loss Event"</b>	any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach
<b>"Data Processor"</b>	has the meaning given to it in the Data Protection Laws
<b>"Data Protection Impact Assessment"</b>	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data
<b>"Data Protection Laws"</b>	(i) the UK GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy (iii) all applicable Law about the processing of personal data and privacy
<b>"Data Subject"</b>	has the meaning given to it in the Data Protection Laws
<b>"Data Subject Access Request"</b>	a request made by a Data Subject in accordance with rights granted pursuant to the Data Protection Laws to access their Personal Data
<b>"Default"</b>	any breach of the obligations of the Contractor (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Contractor, of its Sub-Contractors or any Contractor Personnel howsoever arising in connection with

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	or in relation to the subject-matter of a Contract and in respect of which the Contractor is liable to the Relevant Authority
<b>"Delivery"</b>	delivery of the relevant Works in accordance with the terms of a Call Off Contract as confirmed and accepted by the Buyer by confirmation in writing to the Contractor and <b>"Deliver"</b> and <b>"Delivered"</b> shall be construed accordingly
<b>"Disclosing Party"</b>	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Clause 22 (What must be kept confidential)
<b>"Dispute"</b>	any claim, dispute or difference arises 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
<b>"Dispute Resolution Procedure"</b>	the dispute resolution procedure set out in Clause 42 (Resolving Disputes)
<b>"DPS"</b>	the procurement system DPS established by the Authority pursuant to the OJEU Notice
<b>"DPS Agreement"</b>	the agreement established between the Authority and the Contractor by the DPS Signatory Sheet for the provision of the Works to Buyers by the Contractor pursuant to the Find a Tender Notice
<b>"DPS Contract Period"</b>	the period from the DPS Start Date until the End Date or earlier termination of the DPS Contract
<b>"DPS Signatory Sheet"</b>	the document outlining the DPS Incorporated Terms and crucial information required for the DPS Contract, to be executed by the Contractor and the Authority
<b>"DPS Expiry Date"</b>	the date of the end of the DPS Contract being the end of the three month period following a written notice served by the Authority at any time after the Start Date
<b>"DPS Incorporated Terms"</b>	the contractual terms applicable to the DPS Contract specified in the DPS Data Sheet
<b>"DPS Response"</b>	the response submitted by the Contractor in respect of the DPS Agreement
<b>"DPS Start Date"</b>	the date of start of the DPS Agreement as stated in the DPS Signatory Sheet
<b>"DPS Tender Documentation"</b>	the invitation to participate documentation provided by the Authority to the Contractor made available on the Constructionline portal
<b>"Due Diligence Information"</b>	any information supplied to the Contractor by or on behalf of the Authority or Buyer prior to the Start Date
<b>"Effective Date"</b>	the date on which the final Party has signed the Agreement
<b>"EIR"</b>	the Environmental Information Regulations 2004
<b>"Employment Regulations"</b>	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing European Council Directive 77/187/EEC

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<b>"End Date"</b>	the earlier of: a) the Expiry Date or b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract
<b>"Environmental Policy"</b>	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
<b>"Establishment"</b>	a place operated by a Buyer at which the Works are to be performed, including prisons, adult and young offender institutions, and immigration removal centres, Approved premises, courts, tribunals, offices (as may be listed in the Contract Data Form)
<b>"Existing IPR"</b>	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)
<b>"Expiry Date"</b>	the DPS Expiry Date or the Call Off Expiry Date (as the context dictates)
<b>"FOIA"</b>	the Freedom of Information Act 2000 as amended from time to time 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
<b>"Force Majeure Event"</b>	any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Contractor of its obligations arising from:  a) 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  b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare  c) acts of a Crown Body, local government or regulatory bodies  d) fire, flood or any disaster or  e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:  i) any industrial dispute relating to the Contractor, the Contractor Personnel (including any subsets of them) or any other failure in the Contractor or the Sub-Contractor's supply chain  ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned and  iii) any failure of delay caused by a lack of funds
<b>"Force Majeure Notice"</b>	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



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<b>"UK GDPR"</b>	General Data Protection Regulation regarding the protection and processing of personal data
<b>"Good Industry Practice"</b>	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
<b>"Goods"</b>	goods made available by the Contractor as part of the provision of the Works
<b>"Government"</b>	and Executive Committee, the Scottish Executive 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
<b>"Government Data"</b>	<p>the government of the United Kingdom (including the Northern Ireland Assembly</p> <ul style="list-style-type: none"> <li>a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Relevant Authority's Confidential Information, and which: <ul style="list-style-type: none"> <li>i) are supplied to the Contractor by or on behalf of the Relevant Authority or</li> <li>ii) the Contractor is required to generate, process, store or transmit pursuant to a Contract</li> </ul> </li> <li>b) any Personal Data for which the Relevant Authority is the Data Controller or</li> <li>c) any Personal Data for which the Contractor is Data Controller which has been generated, processed, stored or transmitted pursuant to a Contract</li> </ul>
<b>"HMRC"</b>	Her Majesty's Revenue and Customs
<b>"ICT"</b>	information and communication technology
<b>"ICT Environment"</b>	the Buyer System and the Contractor System
<b>"ICT Policy"</b>	the Buyer's policy in respect of information and communications technology which is in force as at the Call Off Start Date (a copy of which has been supplied to the Contractor), as updated from time to time in accordance with the Variation Procedure
<b>"Information"</b>	has the meaning given under section 84 of the Freedom of Information Act 2000
<b>"Information Commissioner"</b>	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
<b>"Initial Term"</b>	the period commencing on the date of this Contractor Agreement and ending on the 26 <sup>th</sup> October 2025 or on earlier termination of this Contractor Agreement.
<b>"Insolvency Event"</b>	<p>in respect of a person any of the following:</p> <ul style="list-style-type: none"> <li>a) a proposal is made for a voluntary arrangement within Part I of the</li> </ul>

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	<p>Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;</p> <p>b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);</p> <p>c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986;</p> <p>d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;</p> <p>e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;</p> <p>f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986;</p> <p>g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986;</p> <p>h) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership and</p> <p>i) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction.</p>
<b>"Intellectual Property Rights" or "IPR"</b>	<p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction and</p> <p>c) all other rights having equivalent or similar effect in any country or jurisdiction.</p>
<b>"Invoicing Address"</b>	the address to which the Contractor shall invoice the Buyer as specified in the Contract Data Form.
<b>"IPR Claim"</b>	any claim of infringement or alleged infringement (including the defense of such infringement or alleged infringement) of any IPR, used to deliver the Works or otherwise provided and/or licensed by the Contractor (or to which the Contractor has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract
<b>"Key Performance Indicators" or "KPIs"</b>	the performance measurements and targets in respect of the Contractor's performance of a Call Off Contract set out in the associated Contract Data Form (if any)

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<b>"Key Sub-Contract"</b>	each Sub-Contract with a Key Sub-Contractor
<b>"Key Sub-Contractor"</b>	Any Sub Contractor: a) listed in the Contract Data Form if applicable and/or; b) which, in the opinion of the Authority or the Buyer performs (or would perform if appointed) a critical role in the delivery of all or any part of the Works and/or c) 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.
<b>"Law"</b>	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 Contractor is bound to comply
<b>"Lockdown"</b>	a disruption which requires the prisoners to remain in their cells
<b>"Losses"</b>	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 <b>"Loss"</b> shall be interpreted accordingly
<b>"Malicious Software"</b>	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence
<b>"Month"</b>	a calendar month and <b>"Monthly"</b> shall be interpreted accordingly
<b>"New IPR"</b>	a) IPR in items created by the Contractor (or by a third party on behalf of the Contractor) specifically for the purposes of a Contract and updates and amendments of these items including database schema and/or b) IPR in or arising as a result of the performance of the Contractor's obligations under a Contract and all updates and amendments to the same; but shall not include the Contractor's Existing IPR,
<b>"Contract Data"</b>	information issued by the Buyer to specify the work and site conditions and used to complete a Contract
<b>"Contract Data Form Template"</b>	NEC4: Engineering and Construction Short Form Contract Data Form and Term Services Contract work information Templates
<b>"Other Contracting Authority"</b>	any actual or potential Buyer under the DPS Contract
<b>"Other Contractors"</b>	other persons appointed by the Buyer from time to time to provide goods and/or services to it

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<b>"Party"</b>	in the context of the DPS Contract, the Authority or the Contractor, and in the in the context of a Call Off Contract the Buyer or the Contractor and <b>"Parties"</b> shall mean both of them where the context permits
<b>"Personal Data"</b>	personal data (as defined in the Data Protection Laws) which is Processed by the Contractor or any Sub-Contractor on behalf of the Authority or a Central Government Body pursuant to or in connection with the Contract
<b>"Personal Data Breach"</b>	has the meaning given to it in the Data Protection Laws
<b>"Potential Contractor"</b>	a potential Contractor of the Works who has entered into a DPS Agreement
<b>"Processed"</b>	has the meaning given to it in the Data Protection Laws
<b>"Prohibited Acts"</b>	<ul style="list-style-type: none"> <li>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: <ul style="list-style-type: none"> <li>i) induce that person to perform improperly a relevant function or activity or</li> <li>ii) reward that person for improper performance of a relevant function or activity</li> </ul> </li> <li>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</li> <li>c) committing any offence: <ul style="list-style-type: none"> <li>i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act) or</li> <li>ii) under legislation or common law concerning fraudulent acts or</li> <li>iii) defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body or</li> </ul> </li> <li>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</li> </ul>
<b>"Protective Measures"</b>	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> <li>a) the nature of the data to be protected</li> <li>b) harm that might result from a Data Loss Event</li> <li>c) state of technological development</li> <li>d) the cost of implementing any measures</li> </ul> <p>including 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</p>
<b>"Recipient Party"</b>	the Party which receives or obtains directly or indirectly Confidential Information

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<b>"Rectification Plan"</b>	the Contractors plan to rectify its breach which shall include: a) full details of the Default that has occurred, including a root cause analysis; b) the actual or anticipated effect of the Default and c) the steps which the Contractor 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).
<b>"Regulations"</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time.
<b>"Relevant Authority"</b>	either the Authority or the Buyer (whichever is party to the Contract to which a right or obligation is owed) as the context requires.
<b>"Relevant Authority's Confidential Information"</b>	a) all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know- How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR); b) any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract and c) information derived from any of the above.
<b>"Relevant Requirements"</b>	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010
<b>"Replacement Works"</b>	any Works which are substantially similar to any of the Works and which the Buyer receives in substitution for any of the Works following the Call Off Contract End Date, whether those Works are provided by the Buyer internally and/or by any third party.
<b>"Replacement Sub-Contractor"</b>	a sub-contractor of the Replacement Contractor to whom Transferring Contractor Employees will transfer on a Service Transfer Date (or any sub-contractor of any such sub-contractor).
<b>"Replacement Contractor"</b>	any third party provider of Replacement Contractor appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Works for its own account, shall also include the Buyer.
<b>"Request for Information"</b>	a request for information or an apparent request relating to a Contract for the delivery of the Works or an apparent request for such information under the FOIA or the EIRs.
<b>"Schedules"</b>	any attachment to a DPS Contract or Call Off Contract which contains important information specific to each aspect of buying and selling.
<b>"Security Policy"</b>	the Buyer's security policy, referred to in the Order Form in force as at the Call Off Start Date (a copy of which has been supplied to the Contractor), as updated from time to time and notified to the Contractor.

## Schedule C1: Definitions

<b>"Security Tests"</b>	tests to validate the security of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security
<b>"Work Transfer"</b>	any transfer of the Work (or any part of the Work), for whatever reason, from the Contractor or any Sub-Contractor to a Replacement Contractor or a Replacement Sub-Contractor.
<b>"Works Transfer Date"</b>	the date of a Work Transfer.
<b>"Works"</b>	works to be delivered by the Contractor as specified in the DPS Contract including and in relation to a Call Off Contract as specified in the Contract Data Form.
<b>"Sourcing Portal"</b>	the portal operated by the Authority from time to time in connection with the establishment and operation of the DPS
<b>"Scope"</b>	the scope of works set out in the Contract Data Form and its associated Appendices),
<b>"Standards"</b>	<p>any:</p> <ul style="list-style-type: none"> <li>a) standards published by British Standards Institution (BSI), 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 Contractor would reasonably and ordinarily be expected to comply with</li> <li>b) standards detailed in Schedule F1 (Specification)</li> <li>c) standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time</li> <li>d) relevant Government codes of practice and guidance applicable from time to time</li> </ul>
<b>"Standstill"</b>	when a prison requires the prisoners to remain where they are and a roll call is undertaken
<b>"Start Date"</b>	in the case of the DPS Contract, the date specified on the DPS Data Sheet, and in the case of a Call Off Contract, the date specified in the Order Form
<b>"Sub-Contract"</b>	<p>any contract or agreement (or proposed contract or agreement), other than a Call Off Contract or the DPS Agreement, pursuant to which a third party:</p> <ul style="list-style-type: none"> <li>a) provides the Services (or any part of them);</li> <li>b) provides facilities or services necessary for the delivery of the Works (or any part of them) and/or</li> <li>c) is responsible for the management, direction or control of the delivery of the Works (or any part of them).</li> </ul>
<b>"Sub-Contractor"</b>	any person other than the Contractor, who is a party to a Sub-Contract and the servants or agents of that person
<b>"Subprocessor"</b>	any third Party appointed to process Personal Data on behalf of the Contractor related to a Contract

## Schedule C1: Definitions

<b>"Contractor"</b>	the person, organisation or company identified in the Signatory Sheet or Contract Data Form.
<b>"Contractor Non-Performance"</b>	where the Contractor has failed to: a) deliver the Works in accordance with the KPI's and/or b) comply with an obligation under a Contract.
<b>"Contractor Personnel"</b>	all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Sub-Contractor engaged in the performance of the Contractor's obligations under a Contract.
<b>"Contractor Software"</b>	any software which is proprietary to the Contractor (or an Affiliate of the Contractor) together with all other such software which is or will be used by the Contractor or any Sub-Contractor for the delivery of the Works or is embedded in and in respect of such other software as required to be licensed in order for the Buyer to receive the benefit of the Works.
<b>"Contractor System"</b>	the information and communications technology system used by the Contractor in delivering the Works, including the Contractor Software, the Contractor Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System).
<b>"Contractor's Confidential Information"</b>	a) any information, however it is conveyed, that relates to the business, affairs, developments, IPR of the Contractor (including the Contractor Existing IPR) trade secrets, Know-How, and/or personnel of the Contractor; 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 Contractor's attention or into the Contractor's possession in connection with a Contract and c) information derived from any of the above
<b>"Termination Notice"</b>	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.
<b>"Third Party Software"</b>	any software identified as such together with all other software which is proprietary to any third party (other than an Affiliate of the Contractor) which is or will be used by the Contractor for the purposes of delivering the Works)
<b>"Transparency Information"</b>	the content of the Contracts and the Transparency Reports unless it is commercially sensitive information as determined by the Relevant Authority at its sole discretion.
<b>"Transparency Reports"</b>	the information relating to the Works and performance of the Contracts which the Contractor is required to provide to the Buyer in accordance with the reporting requirements in Clause 23.5.
<b>"Variation Procedure"</b>	the procedure set out in Clause 33 (Changing the Contract).
<b>"VAT"</b>	value added tax in accordance with the provisions of the Value Added Tax Act 1994.
<b>"Worker"</b>	any one of the Contractor Personnel which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15

## Schedule C1: Definitions

	(Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Works.
<b>"Working Day"</b>	any day other than a Saturday or Sunday or public holiday in England and Wales.