

SCHEDULE 1
DEFINITIONS
(Clause 1.1.1.1)

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SCHEDULE 1**DEFINITIONS**

The expressions set out below shall have the meanings ascribed thereto:

“Average Actual Clearance time (AACT)” :	means the measure that is calculated by taking the cumulative number of Working Days to clear the Referrals and dividing by the number of Referrals cleared.
“Abortive Visit” :	means the failure to produce an examination report, whatever the reason, following the arrangement of an examination of a Claimant at his current place of residence.
“Acceptance Criteria”	means the criteria for the acceptance of the Services as set out in Schedule 7 and as further specified in the Detailed Transition Plan.
“Actual Average Waiting Time” :	means the time from scheduled appointment time to when the HCP collects the customer from the waiting area.
“Additional Acceptance Criteria”	means any additional acceptance criteria specified in the Detailed Transition Plan.
“Additional Profit” :	has the meaning set out in Paragraph 6.2.3 of Schedule 12.
“Additional Service” :	means any Service to be supplied pursuant to Clause 2.3.
“Advertisement” :	means the advertisement placed by the AUTHORITY in the Official Journal of the European Communities on 10 September 2003 for the supply of the Services.
“Age Determination” :	means a medical opinion as to whether the results of an examination support the Claimant’s contention to have reached the age now alleged or if not, the range of years within which those results indicate that the Claimant’s age probably lies.
“Agreement” :	means this Agreement including the Schedules hereto.
“Alternative Dispute Resolution Procedure” :	means the alternative dispute resolution procedure described in Clause 10.14.
“Annual Review” :	means the process set out in Paragraph 4.1 of Schedule 12.
“Approval” or “Approved” :	means the written recognition by the Chief Medical Advisor, on behalf of the Secretary of State, that an individual is satisfactorily trained, and has shown to have achieved the required standard to become engaged in the provision of medical or paramedical Services and is dependant on the required standards being achieved for each Service area.
“Assets” :	means the hardware and other tangible assets used by the CONTRACTOR in the provision of the Services and which are listed in Schedule 6.
“AUTHORITY”	means the Secretary of State for Work and Pensions.
“AUTHORITY Accommodation”	means Transferring Properties and any other properties where the AUTHORITY has an interest (freehold, leasehold or other) and which is used in the provision of the Services.
“AUTHORITY	means the consumables provided by the AUTHORITY to the

“Consumables”:	CONTRACTOR, including AUTHORITY Forms as specified in Schedule 29.
“AUTHORITY Data”:	means all data, information, text, drawings, diagrams, images or sounds which are embodied in any electronic or tangible medium (but excluding any computer software), and which are supplied or in respect of which access is granted to the CONTRACTOR by the AUTHORITY pursuant to this Agreement, or which the CONTRACTOR is required to generate under this Agreement other than the CONTRACTOR’s internal business information.
“AUTHORITY Forms”:	means the forms licensed by the AUTHORITY to the CONTRACTOR as specified in Clause 4.14.
“AUTHORITY Properties”	means those properties referred to in Schedule 10 Appendix 6, where the AUTHORITY has an interest (freehold, leasehold or other) and which the CONTRACTOR has chosen to use for the provision of the Services.
“AUTHORITY Software”:	means the software and all accompanying documentation, in which the Intellectual Property Rights are owned at the execution hereof by the AUTHORITY as listed in Appendix 4 of Schedule 6.
“AUTHORITY Third Party Software”:	means the software and all accompanying documentation in which the Intellectual Property Rights are owned by a third party and provided to the CONTRACTOR by the AUTHORITY pursuant to Clause 4.8 as listed in Appendix 5 of Schedule 6.
“AUTHORITY’s Responsibilities”:	means the responsibilities of the AUTHORITY listed in Schedule 22.
“AUTHORITY”:	means the Secretary of State for Work and Pensions.
“Average Earnings Index”	means as defined in Paragraph 4.2.7 of Schedule 12.
“Basic Services”:	means any and all the Services to be performed by the CONTRACTOR pursuant to Clause 2.1.
“Benefit”	means social security benefits delivered by the Department for Work and Pensions. Save a herein amended all other terms and conditions of the Original Agreement shall remain in full force and effect.
“Benefit History Sheet”:	means a form used by the AUTHORITY which identifies a Period of Interruption of Work.
“Bidder”:	means any organisation, body corporate or service provider seeking appointment as a Replacement Contractor in response to any invitation or request by the AUTHORITY for the provision of tenders in respect of the Services.
“Breach of Security”:	means any act or omissions, accidental or deliberate, which contravenes Departmental Security Policy, the law, or both.
“Break Option”:	means the right of the AUTHORITY to terminate this Agreement without cause as set out in Clause 11.2.
“British Dental Registered Specialist”:	means a registered dentist who appears on the specialist list of the General Dental Council.
“Broadly Comparable”:	means in accordance with paragraph 14 of Annex A to the Cabinet Office document ‘Staff Transfers in the Public Sector’ Statement of Practice dated January 2000.

“Business Area”:	means a benefit or Service for which the CONTRACTOR will provide Services under this Agreement. The Business Areas referred to are: <ul style="list-style-type: none"> • Age Determination; • Tribunals Service; • Child Support Agency; • Compensation Recovery Scheme; • Disability Living Allowance/Attendance Allowance; • Incapacity Benefit/Income Support/ Housing Benefit/ Council Tax Benefit and other related advantages; • Industrial Injuries Disablement Benefit; • HM Revenue and Customs Statutory Sick Pay/Statutory Maternity Pay; • HM Revenue and Customs Tax Credit; • International Pensions Centre; • Jobseekers Allowance; • Occupational Health Assessments; • Severe Disablement Allowance; • Vaccine Damage Payment Scheme; and • Service Personnel & Veterans Agency – EMP/Specialist/Regional Consultant and Audiology Reports.
“Business Continuity and Disaster Recovery Services”:	means the services to be provided by the CONTRACTOR as specified in Schedule 33.
“Business Continuity Plan”:	has the meaning set out in paragraph 2.1 of Schedule 33.
“Capitalised Assets”	has the meaning set out in Appendix 1 of Schedule 6.
“Casual Hire Properties”:	means those properties or rooms within properties which are from time to time used by the CONTRACTOR on an informal basis in connection with the performance of the AUTHORITY’s medical examination functions.
“Certification of Exemption”:	means the provision of a statement that indicates that an individual is exempt from the Personal Capability Assessment for Incapacity Benefit. The conditions that provide exemption are stated in legislation and the certificate can only be provided by a Decision Maker who may seek the advice of a HCP approved by the AUTHORITY.
“Change Control Note” or “CCN”	means the form set out in Appendix 2 of Schedule 19.
“Change Control Procedure”:	means the procedure for change as set out in Schedule 19.
“Change Proposal Form” or “CPF”	means the form set out in Appendix 1 of Schedule 19 which is raised by either party to facilitate discussion between the AUTHORITY and the CONTRACTOR concerning a change to the Agreement.
“Charges”:	means the charges payable hereunder by the AUTHORITY for the Services exclusive of VAT as specified in Schedule 12.
“Charges Change Request”:	means the CONTRACTOR’S request for a change to the Charges pursuant to Clause 5.4.
“Chief Medical Adviser” or “CMA”:	means the doctor appointed as the senior doctor advising the Secretary of State for Social Security.
“Claimant(s)”:	means any person claiming or having claimed entitlement to the receipt of benefits or Other Related Advantages from the

	AUTHORITY or from any other department, office or agency of the Crown.
“Clearance”:	means the effective and satisfactory achievement of an outcome to a Referral, including a Referral for which the outcome is failure to attend for an examination or an abortive Domiciliary Visit or a Referral which has been returned for Rework. It does not include Rejections by the CONTRACTOR which have been returned to the Customer.
“Clinically Urgent”:	means a condition that could reasonably be expected to cause harm to an individual, sooner rather than later.
“Commencement Date”:	means the date of this Agreement.
“Companion”:	means a person who is deemed suitable by way of age and responsibility, to accompany and assist a Claimant when traveling in relation to the Services, when the Claimant, whom because of a physical or mental incapacity, is unable to travel alone.
“Confidential Information”:	means 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, medical records or personal data of any Claimant, or information which may reasonably be regarded as the confidential information of the disclosing party.
“Continuing Medical Education” or “CME”	means education provided for Approved and Appointed Registered Medical Practitioners to maintain their knowledge to enable them to provide medical services to the AUTHORITY.
“Contracting Authority”:	has the meaning given to it by Regulation 5(2) of the Public Contracts (Works Services and Supply) (Amendment) Regulations 2000).
“CONTRACTOR”	means Atos Origin IT Services UK Limited.
“CONTRACTOR’s Actuarial Assumptions”	means the assumptions set out in Appendix 8 of Schedule 12.
“CONTRACTOR’s Estates Strategy/Plans”:	means the CONTRACTORS written proposals for the use of property in delivering the Services, including but not limited to its plans in relation to rationalisation, relocation and modification of any premises.
“CONTRACTOR’S Schemes	means the CS Scheme and the Sema Scheme.
“CONTRACTOR Software”:	means the software and all accompanying documentation in respect of which the Intellectual Property Rights are owned by the CONTRACTOR and which is employed by the CONTRACTOR in the provision of Services as listed in Appendix 6 of Schedule 6.
“CONTRACTOR Third Party Software”:	means the software and all accompanying documentation in which the Intellectual Property Rights are owned by a third party and provided to the AUTHORITY by the CONTRACTOR pursuant to Clause 4.10 and 4.16 as listed in Appendix 7 of Schedule 6.
“Core Services”:	means those Site Services provided by the PRIME Contractor in connection with the Transferring Properties pursuant to Clause 3.5 and as listed in the Site Services Schedules.
“CS Scheme”	means the Atos Origin CS pension scheme.

“Customer”:	means a representative of the AUTHORITY for whom the provision of Services is included in the scope of this Agreement.
“Cutover Date”:	means one minute past midnight on the date specified by the AUTHORITY for the CONTRACTOR to commence the provision of the Basic Services.
“Data Guardian”:	has the meaning set out in the Security Policy.
“Decision Maker”:	means a specially appointed officer who uses considerative skills and judgement to weigh evidence and decide entitlement to benefit.
“Default”:	means 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, servants, 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 (by way of indemnity or otherwise) to the other.
“Deposited Software”:	means any CONTRACTOR Software or CONTRACTOR Third Party Software which is specified as Deposited Software in Schedule 6 at the date of execution hereof or is agreed by the parties pursuant to the Change Control Procedure to be Deposited Software and which is deposited in escrow in accordance with Clause 4.12.
“Detailed Transition Plan”	means the plan for transition of the Services to the CONTRACTOR to be prepared by the CONTRACTOR pursuant to Clause 7.1 and to be approved by the AUTHORITY pursuant to Clause 7.2.
“Did Not Attend” or “DNA” or “Do(es) Not Attend”:	means the Claimant fails to inform the CONTRACTOR, prior to the appointment, that he/she will not be attending his/her appointment.
“Disability Benefit Centre”:	means the following 7 regions: <ul style="list-style-type: none"> • Leeds; • Newcastle; • Midlands; • Wales; • Bristol; • Bootle; • Glasgow •
“Disaster Recovery”:	is usually used to describe recovery from IT disaster for IT and premises, however it can be applied to any recovery.
“Disaster Recovery Plan”:	has the meaning set out in paragraph 2.1 of Schedule 33.
“Registered Medical Practitioner Capability Measure”:	means a measure of the skill and competence of Registered Medical Practitioners employed by the CONTRACTOR, measured against the following five criteria: <ul style="list-style-type: none"> • fully registered with the GMC and validated by the CONTRACTOR; • validation portfolio up to date; • technical training relating to specialism completed; • continuing Medical Education complete; and • approved for benefit work by the Chief Medical Adviser.
“Documentation”:	means the AUTHORITY’s medical and operational guides, manuals and instructions used for the provision of the Services

	which are listed in Schedule 28.
“Domiciliary Visit”:	means an examination carried out at the Claimants current place of residence, e.g. at home, in hospital or other place of care.
“DWP Guidance”	means the documents identified in Appendix 2 of Schedule 28 as those documents for which the CONTRACTOR is not responsible for holding, adhering to and updating.
“Equipment Lease”:	means the leases relating to the Leased Equipment transferred to the CONTRACTOR pursuant to Clause 4 and referred to in Schedule 6.
“ESA Services”	means the Services to be performed by the Contractor as set out in Schedule 4 Section 4.2.2
“Essential CONTRACTOR Software”:	means any CONTRACTOR Software which is specified as such in Schedule 6 at the date of execution hereof or is agreed by the parties pursuant to the Change Control Procedure to be Essential CONTRACTOR Software and which is essential for the performance of the Services.
“Event Outcome Analysis”:	means an analysis showing the performance of Medical Personnel, HCPs and paramedical personnel within the normal distribution of business processing events.
“Evidence Based Medicine (EBM)”:	means the integration of up to date, peer reviewed, medical research with informed medical opinion on current best practice, to develop an analytical, IT supported framework which will enhance the clinical skills and expertise of assessing Registered Medical Practitioners.
“Examining Medical Practitioner” or “EMP”:	means a Registered Medical Practitioner appointed to provide an examination and reporting service for the purposes of determining claims to Disability Living Allowance, Attendance Allowance and War Pensions.
“Examining Medical Practitioner Report”	means the report completed pursuant to Paragraph 2 of Schedule 4, Section 4.10.
“External Staff Day Rates”:	means the rates specified as such in Appendix 6 of Schedule 12.
“Fee Paid Registered Medical Practitioner”:	means a Registered Medical Practitioner who is not a Transferring Authority Employee and who provides Services under this Agreement for which he receives payment.
“Fee Per Case”:	means a Registered Medical Practitioner who is not directly employed by the Contractor and is paid on a fee per case basis.
“Financial Model”:	means the model set out in Appendix 1 of Schedule 12.
“Fit for Purpose”:	means an Output provided under this Agreement that meets the standards at Schedule 4.1 of this Agreement, as adjudged by the AUTHORITY, and allows the AUTHORITY to determine the next stage of processing to progress the Referral.
“Fixed Charges”:	means the charges set out in Appendix 2 of Schedule 12.
“Force Majeure”:	has the meaning set out in Clause 10.12.1.
“Further Medical Evidence”:	means medical evidence obtained from a third party such as, but not exclusively, a general practitioner or a hospital practitioner and includes, but is not limited to, written factual reports, hospital case notes including radiological and pathological investigations.

“Government Office Region” or “GOR”:	means the following 11 regions: <ul style="list-style-type: none"> • East Midlands; • London; • South East; • East of England; • North East; • North West; • Yorkshire and the Humber; • Scotland; • South West; • Wales; • West Midlands.
“Government Property”:	means any tangible property of the AUTHORITY or any other Crown body but excluding all real property and/or any fixtures and fittings attached to or located on any real property excluding Assets and AUTHORITY Consumables.
“GP(s)”:	means a medically qualified Registered Medical Practitioner who practices general medicine as a family practitioner.
“GUARANTOR”	means the CONTRACTOR’s parent company, Atos Origin SA.
“Harmful Information”:	means information unknown to the Claimant which if disclosed to him may be harmful to his health.
“Health Care Professionals” or “HCP”:	means: <ul style="list-style-type: none"> (a) a registered medical practitioner (b) a registered nurse (c) an occupational therapist or physiotherapist registered with a regulatory body established by an Order in Council under section 60 of the Health Care Act 1999 or (d) a member of such other profession, regulated by a body mentioned in section 25(3) of the National Health Service Reform and Health Care Professions Act 2002, prescribed by the Secretary of State in accordance with powers under section 39(1) of the Social Security Act 1998
“Hospital Case Notes” or “HCN”:	means clinical information relating to a Claimant and held by a hospital, they include, but are not limited to, clinical records, pathological investigation results, radiographs and reports of radiographs.
“HOW in Weeks”:	means the Total HOW converted into HOW in Weeks using the formula below: <p style="text-align: center;">Total HOW divided by (Previous Month’s Actual Intake divided by 21*) multiplied by 5**</p> <p style="text-align: center;">* average working days in a month ** average working days in a week</p>
“IMPACT Agreement”:	means the agreement dated 20 February 1998 between the AUTHORITY and the CONTRACTOR.
“IMDSC Services”:	means the Services set out in Section 1 of Schedule 34.
“IMDSC”:	means the Isle of Man Department of Social Care.
“Industrial Accident”:	means an accident, accepted by a lay Decision Maker as having arisen out of and in the course of employed earners employment

“Initial Term”:	has the meaning set out in Clause 11.1.1.
“Inner Core Network” or “Inner Core Telephone Network”	means the inter departmental site telephone network.
“Intellectual Property Rights” or “IPR”:	means patents, trade marks, service marks, rights in data bases, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom).
“Internal Forms”:	means those forms to be used by the CONTRACTOR for internal processing of Referrals. They do not interface with either the Customer, Claimant or GP.
“Internal Staff-Day Rates”	means the rates specified as such in Appendix 6 of Schedule 12.
“Invoicer”	has the meaning set out in Schedule 13.
“Issuing Party”	has the meaning set out in Schedule 13.
“IT Security Manual”:	means the IT Security Manual (as amended from time to time by the AUTHORITY), the terms of which are incorporated herein by reference.
“Joint Body”:	means the board made up of one (1) representative of each of the parties which shall meet in accordance with Clause 10.14.1 to resolve any issues arising out of this Agreement.
“Key Personnel”:	shall mean the persons specified in Schedule 21.
“Leased Equipment”:	means the leased equipment transferred to the CONTRACTOR pursuant to Clause 4.2.1b.
“Least Cost Routing”:	A direct, cheap out of area route using any of the Government telephone networks that enable a telephone call to automatically go out over that route.
“Licensed Data”	means data licensed to the AUTHORITY for the purposes of Transport Direct and made available to the CONTRACTOR under the terms of this Agreement.
“Limited Capability for Work”	determines the extent to which a Claimant who has some specific disease or bodily or mental disablement is capable of performing the activities prescribed or is incapable by reason of such disease or bodily or mental disablement of performing those activities prescribed in ‘The Employment and Support Regulations 2008’
“Limited Capability for Work Related Activity”	Determines whether a Claimant’s capability for work related activity will be limited and the limitation will be such that it is not reasonable to require the Claimant to undertake such work related activities as prescribed in ‘The Employment and Support Regulations 2008’
“Liquidated Damages”:	means any damages payable by the CONTRACTOR which are quantified in advance in accordance with this Agreement.
“Location(s)”:	means the management level at which Service Levels are measured pursuant to paragraph 3.3 of Schedule 5.
“Management Information”:	means information communicated to the AUTHORITY about any aspect of delivery of Services in any form and under any requirements, including contractual, legal or other.
“Measurement Level”	means the levels specified in paragraph 3.2 of Schedule 5.

“Medical Education”:	means Education for Medical Personnel and Health Care Professionals.
“Medical Process Outcome”:	means the result of a process that has two or more potential outcomes. For example, scrutiny of an IB file can result in one of two further processes, those are, examination with report or the provision of written advice.
“Medical Services Centre”:	means one of twelve Medical Services Management Units with management responsibility for a number of Medical Service Examination Centres and Satellite units.
“Medical Services Referral System”	Means the secure electronic end-to-end case management and workflow system
“Medical Specialist”:	<p>means a General Medical Council Registered Medical Practitioner who is working in a post directly relevant to the service required, or who has retired within the preceding five (5) years from such a post and has maintained a contemporary level of knowledge; and who holds one (1) or more of the following of relevance to the condition under consideration:</p> <ul style="list-style-type: none"> • Certificate of Completion of Specialist Training; • an established NHS post of consultant status, full or part time, which has been held for a minimum period of twelve (12) consecutive months; • membership of the GMC maintained list of specialists; or • a postgraduate degree or higher qualification from a Medical Royal College. <p>For the avoidance of doubt, Diploma holders, Associate Specialists and NHS Staff Grades who do not meet the above criteria are excluded.</p>
“Month”:	means a calendar month.
“MSA Transition Agreement”:	means the agreement between the AUTHORITY, the CONTRACTOR and the Replacement Contractor annexed to Schedule 26.
“National”:	means Great Britain.
“Nationally Classified Information”:	means information or data of the AUTHORITY which is nationally classified as “Restricted”, “Confidential”, “Secret”, “Top Secret” or such other categories as may be introduced from time to time by the UK Government, together with all originals and copies of documents containing such information or data.
“Negative Diagnosis”:	Means an output from an examination where in the CONTRACTOR's opinion the claimed Prescribed Disease is not diagnosed
“New Property”	means as defined in Clause 3.7.1.2.
“Notifiable Costs”:	<p>means costs notified and charged by the AUTHORITY to the CONTRACTOR, consisting of one or more of the following as listed in Schedule 12 Appendix 4:</p> <ul style="list-style-type: none"> • the Rent Rates and service charge payable under the terms of the relevant Property Agreements in respect of the Transferring Properties; • the Rent Rates and service charge payable under the terms of the documentation entered into between the CONTRACTOR and an OGD in respect of the Transferring Properties; • the charges payable by the CONTRACTOR to the

	<p>AUTHORITY under the terms of the Services Deed;</p> <ul style="list-style-type: none"> • Telecomms charges to include: • extension to extension dialling; • access to the Government Telecommunications Network; • a telephone bill apportionment in respect of premises shared with the AUTHORITY; • an apportionment of the charges for maintenance of telephone switchboards at premises shared with the AUTHORITY; • access to the Government Centrex Network; • an apportionment of any call logging charges incurred by the AUTHORITY in order to validate the number of CONTRACTOR calls within any given period; • an apportionment of costs in respect of telephone operators at premises shared with the AUTHORITY; • an apportionment of costs in respect of production of telephone directories; and • e-mail charges in respect of the AUTHORITY's e-mail service. <p>For the avoidance of doubt, the telephone charges in respect of Direct Exchange Lines will be payable, direct to the third party, by the CONTRACTOR. Similarly any maintenance and call charges in respect of telephone switchboards that have been sold to the CONTRACTOR and are located at premises wholly occupied by the CONTRACTOR shall also be payable, direct to the third party, by the CONTRACTOR.</p>
“Object Code”:	means computer code in machine-readable form.
“Occupational Health Assessment”	means as set out in Schedule 4, Section 4.7.
“OGD Properties”	means real and tangible property, as referred to in Schedule 10, Appendix 6, where an OGD has an interest (freehold, leasehold or other) and which the CONTRACTOR has chosen to use for the provision of the Services.
“Open Book Accounting”:	means the accounting process as specified in Clause 10.2.
“Other Government Department” or “OGD”:	means any government department other than the Department for Work and Pensions.
“Old Cases”:	means the uncleared Referrals at the end of the Service Measurement Period.
“Optimum HOW Range in Weeks”:	<p>means the Optimum HOW range in Weeks is calculated by using the following formula:</p> <p>Maximum range: the AACT multiplied by 21.4%. For example if a 35 day AACT the HOW range in weeks is 35 multiplied by 21.4% equals 7.5. Therefore the maximum Optimum HOW range is 7.5 weeks HOW. For example if a 24 day AACT the HOW range in weeks is 24 multiplied by 21.4% equals 5.1. Therefore the maximum Optimum HOW range is 5.1 weeks HOW.</p> <p>Minimum range: the AACT multiplied by 18.6% For example if a 35 day AACT the HOW range in weeks is 35 multiplied by 18.6% equals 6.5. Therefore the minimum Optimum HOW range is 6.5 weeks HOW. For example if a 24 day AACT the HOW range in weeks is 24 multiplied by 18.6% equals 4.4. Therefore the minimum Optimum HOW range is 4.4 weeks HOW.</p>

“Optional Services”:	means any Service specified in Schedule 31 as an Optional Service to be supplied pursuant to Clause 2.2.
“Other Related Advantages”:	means any other advantages that accrue to an individual as a result of being accepted as incapable of work.
“Outline Transition Plan”	means the transition plan provided by the CONTRACTOR as part of its BAFO which has been approved by the AUTHORITY.
“Output(s)”:	means an output determined by the AUTHORITY as the basis upon which the CONTRACTOR shall levy charges and shall be defined as a Fit for Purpose written medical report, produced by the CONTRACTOR, either in respect of a medical examination or on the basis of documentary evidence, the result of which provides medical advice which fully answers all the questions posed by the AUTHORITY and enables the AUTHORITY to determine the next stage of the Referrals process.
“Own Occupation Test”:	means the test of whether he is incapable by reason of some specific disease or bodily or medical disablement of doing work which he could reasonably be expected to do in the course of the occupation in which he was previously so engaged.
“Parent Company”:	means any company which is the ultimate Holding Company of the CONTRACTOR or any other company of which the ultimate Holding Company of the CONTRACTOR is also the ultimate Holding Company and which is responsible directly or indirectly for the business activities of the CONTRACTOR. The term “Holding Company” shall have the meaning ascribed by Section 736 of the Companies Act 1985 or any statutory re-enactment or amendment thereto.
“Past Default”:	means a Default which has already occurred.
“Period of Interruption of Work”:	means a spell of 4 or more calendar days in a row where the Claimant is unable to work because of a medical condition.
“Permitted Use”	means the provision without charge of public transport information derived from the Transport Direct portal to any person for the purposes of providing the Services and for no other purpose
“Personal Capability Assessment” or “PCA”:	determines the question whether a person is capable or incapable of work for benefit purposes. It assesses the extent to which a person, by reason of some specific disease or bodily or mental disablement, is capable of performing the activities prescribed in the Schedule to the Social Security (Incapable for work) (General) Regulations 1995.
“Personal Information Policy”	means a policy for Agencies and the Social Security Policy Group regarding disclosure of information which will be provided by the AUTHORITY to the CONTRACTOR.
“Pilot Services”	means the services to be provided by the CONTRACTOR as set out in Schedule 30.
“Planned Cutover Date”:	means the date specified as such in the Outline Transition Plan.
“Planned Transition Period”	means the period from the Commencement Date until the Planned Cutover Date.
“Pooled Assets”	has the meaning set out in paragraph 1.3 of Schedule 6.
“Postal Security”	means the fundamental security measures surrounding post

Framework”:	receipt, post opening and the post despatch operations as defined by the CONTRACTOR and approved by the AUTHORITY.
“Potentially Violent Person”:	means someone who threatens or conducts violence against a member of staff.
“Predicted Volumes”:	means the volumes set out in Appendix 5 of Schedule 12.
“Prescribed Disease”:	means a disease accepted as having an association with an occupation and set down in the SS (Industrial Injuries)(Prescribed Diseases) Regulation 1985. Diseases are prescribed by the Secretary of State if: <ul style="list-style-type: none"> • they are a risk of a particular occupation which is not a risk common to all persons; and • it is or with reasonable certainty may be presumed to be attributable to the nature of the employment.
“PRIME Agreement”:	means the Agreement between the Department for Work and Pensions and the PRIME Contractor (as hereinafter defined) for the management of the property portfolio vested in the AUTHORITY.
“PRIME Contractor”:	means the third party contractor who is party to the PRIME Agreement.
“Principal List”:	means the list of Registered Medical Practitioners that are currently registered with the General Medical Council.
“Profit Incentive Amount”:	has the meaning set out in Paragraph 6 of Schedule 12.
“Prognosis”:	means the opinion of a Registered Medical Practitioner on the anticipated progress of a disabling condition. In the context of social security it relates to the time expected to pass before the Claimant’s condition alters in such a way that benefit entitlement may change.
“Property Agreement(s)”:	means the agreement or agreements documenting the transfer of the Transferring Properties in the forms set out in Appendix 4 of Schedule 10.
“Property”:	means any real or tangible property owned or occupied by either party.
“Proposal”	means the CONTRACTOR’s proposal as set out in Schedule 3.
“Protectively Marked Departmental Information”:	means records, either clerical or computer, which are marked as having a greater confidentiality requirement than “restricted”.
“Questionnaire”:	means the questionnaire issued by the AUTHORITY to the CONTRACTOR dated 21 October 2004.
“Rates”:	means the share of building rates payable to the Local Authority properly attributable to a Transferring Property.
“Receiving Party”	has the meaning set out in Schedule 13.
“Recrudescence”:	means the “return of symptoms”. It is a term applied to a recurring Prescribed Disease i.e. the condition stems from the original attack of the disease. The meaning of Recrudescence is specified in regulation 7 of the (SS) (II) (PD) Regulations.
“Referral Documents”:	means any document the AUTHORITY uses to request an Output from the CONTRACTOR.

“Referral”:	means a written or verbal request by the AUTHORITY, or initiated by the AUTHORITY, for Services described in this Agreement.
“Regional Consultant”:	means a Registered Medical Practitioner that must: <ul style="list-style-type: none"> • hold full and unrestricted registration with the UK General Medical Council or EEA equivalent; • hold registration on the relevant Specialist Register; • hold a Fellowship of a UK or Republic of Ireland Royal College or equivalent foreign or Commonwealth College, Faculty or Academy recognised and accepted in the UK or Republic of Ireland; • have held NHS Consultant or academic equivalent status for 5 years; and • revalidate or be revalidating (when statutorily necessary) to meet the GMC’s criteria to remain on the GMC list of Licensed Medical Practitioners, either in their own specialty. The Registered Medical Practitioner will preferably: <ul style="list-style-type: none"> • Possess higher qualifications such as MD, MS, PHD or DSc; • Have published work in recognised medical or other significant journals; and • must be able to analyse written submissions and (usually in conjunction with their own clinical history and examination), write clear and precise authoritative reports answering specific medical questions.
“Registered Medical Practitioner”:	means a Medical Practitioner practising in the United Kingdom and registered on the principal list of the General Medical Council.
“Registered Nurse”:	means a nurse registered with the Nursing and Midwifery Council
“Rejection” or “Rejected”:	means a Referral which the CONTRACTOR cannot progress because it is inappropriate, substandard in presentation or contains insufficient information to produce an outcome. It does not count as a Referral or a Clearance for the purposes of measuring the Service Levels.
“Rent”:	means this is the rent first reserved figure or the opportunity cost rent figure which is the Treasury valued rental figure for a Transferring Property.
“Repeated Short Period Claims”:	means the employee has been sick for four (4) or more short periods.
“Replacement Agreement”:	means the Agreement that replaces this Agreement following termination or expiry of this Agreement.
“Replacement Contractor”:	means the contractor that replaces the CONTRACTOR following termination or expiry of this Agreement.
“Replacement Services”	means the services to be provided by the Replacement Contractor pursuant to the Replacement Agreement.
“Respiratory Disease”:	means Prescribed Diseases which are classified as respiratory. Any decision or medical report requested by the Adjudication Officer to determine the diagnosis question must be provided by a Specially Qualified Adjudicating Medical Practitioner or a Special Medical Board. The diseases covered are those numbered: <ul style="list-style-type: none"> • B6, C15, C17, C18, C22(b), D1, D2, D3, D7, D8, D9, D10, D11 and D12.
“Retained Profit”:	has the meaning set out in Paragraph 6.2.3 of Schedule 12.

“Retender Award Date”:	means the date, prior to termination of this Agreement, on which the AUTHORITY either selects a Replacement Contractor to perform services similar to the Services or elects to return the provision of the Services to the Authority.
“Retender Notice”:	has the meaning set out in Schedule 15.
“Retender Period”:	has the meaning set out in Schedule 15.
“Rework”:	means a Referral returned to the CONTRACTOR by the AUTHORITY where the Outcome provided by the CONTRACTOR is not completed to the appropriate standards as detailed in para 4 of Section 4.1, Part 2 of Schedule 4.
“Scheduling”:	means the administrative task of arranging appointments for Claimants to be examined.
“Scrutiny”:	means the consideration of documentary evidence to determine the next course of action to progress the service.
“Secondee”	has the meaning set out in Schedule 32.
“Secondment”	has the meaning set out in Schedule 32.
“Security Manuals”:	means the manuals setting out the AUTHORITY’s Security Standards, objectives and policies and being the: <ul style="list-style-type: none"> • Information Technology Security Standards; • Protection of Customer Information Guide; and • Internal Security Handbook.
“Security Policy”:	means the security policy as amended from time to time by the AUTHORITY.
“Sema Scheme”	means the Atos Origin (Sema) pension scheme.
“Special Customer Record”:	means a record that contains personal or intimate information about a member of staff, employed by either the AUTHORITY or the CONTRACTOR, a relative of a member of staff or a nationally recognisable person or a case defined as such by the AUTHORITY.
“Service Credit(s)”:	means any Liquidated Damages which are payable by the CONTRACTOR as a credit against sums owing to the CONTRACTOR by the AUTHORITY.
“Service Descriptions”	has the meaning set out in Schedule 4.
“Service Levels”:	means the levels of Service defined in Schedule 5.
“Service Measurement Period”:	means the period of time over which performance shall be measured from and including the first Calendar Day of any Month up to and including the last Calendar Day of any Month.
“Service Specification”:	means the detailed specification of the Services agreed pursuant to Clause 2.4, as amended from time to time in accordance therewith.
“Service(s)”:	means all the Services to be performed by and all the other obligations of the CONTRACTOR under this Agreement, including the Basic Services.
“Services Deed”:	means an agreement in the form set out in Schedule 10D (a) for the provision by the AUTHORITY to the CONTRACTOR of the

	Core Services which were provided by the PRIME Contractor at the relevant OGD Property prior to the Cutover Date (to the extent that the relevant OGD or third party to whom an OGD has outsourced its property management is not obliged to provide such services to the CONTRACTOR pursuant to the terms of the relevant Property Agreement) and (b) for the payment by the CONTRACTOR to the AUTHORITY of the costs incurred by the AUTHORITY in procuring the provision of such Core Services.
“Service Year”	means a period of twelve months commencing on the Cutover Date or any anniversary of the Cutover Date.
“Set-Up Costs”:	The outstanding amount of any capitalised Transition Costs (excluding Asset costs) at the net book value of the costs on the date of termination.
“Shared Use Assets”:	means those Assets identified as such in Schedule 6 which are employed by the CONTRACTOR in the provision of the Services and which are also, or may also be, employed by the CONTRACTOR in work outside the scope of this Agreement.
“Site Services Schedule”:	means the Schedules set out in Appendix 5 to Schedule 10 to be attached to the Property Agreements listing the Core Services provided by the PRIME Contractor, (excluding for the avoidance of doubt such services as are provided by OGD’s, or other landlords pursuant to terms of Property Agreements).
“Site Services”:	means the services including the Core Services provided by the PRIME Contractor, or OGD’s, or landlords under the Property Agreements and other third parties to the Transferring Properties.
“Software”:	means the AUTHORITY Software, CONTRACTOR Software (including Essential CONTRACTOR Software), Specially Written Software, AUTHORITY Third Party Software and CONTRACTOR Third Party Software.
“Sole Use Assets”:	means those Assets identified as such in Schedule 6 which are employed by the CONTRACTOR exclusively in the provision of the Services under this Agreement.
“Special Medical Board”:	means a medical board of which at least two of the members are Specially Qualified Adjudicating Medical Practitioners.
“Special Needs”:	means the needs of an individual Claimant that could prevent the successful completion of an examination if they were not met. Examples include but are not limited to: deafness, language difficulties, provision of an interpreter, difficulty undressing and provision of a Registered Medical Practitioner of the same sex.
“Special Rules”:	means Referrals for consideration of Terminal Illness.
“Specialist Examination”:	means an examination carried out by a Specialist to provide evidence.
“Specialist Medical Service”:	means a service provided by a Medical Specialist .
“Specialist”:	means an individual with special skills. This term may include Medical Specialist and Regional Consultant.
“Specially Qualified Adjudicating Medical Practitioner”:	means a Registered Medical Practitioner qualified, experienced and Appointed by the Secretary of State to provide services in relation to respiratory prescribed diseases.

“Specially Written Software”:	means any software developed by the CONTRACTOR during the term of this Agreement and owned by the AUTHORITY in accordance with the provisions of Clause 4.11 and as listed in Appendix 8 of Schedule 6.
“Staff”:	means employees, independent contractors and agents of the CONTRACTOR or any of its Subcontractors or agents employed or engaged in any way in the performance of the CONTRACTOR’s obligations under this Agreement.
“Staff-day Rates”:	means External Staff-day Rates and Internal Staff-day Rates.
“Statement of Case”:	means a statement of case prepared by the AUTHORITY in cases of appeal. It gives the AUTHORITY’s opinion and explanation of how the opinion is derived.
“Step-In Action”	means such steps as the AUTHORITY considers to be appropriate (either by taking such action itself or by engaging others to take any such steps) to ensure performance of the Services to the standards required by this Agreement or as close as possible to those standards as the circumstances permit.
“Subcontract”:	means any contract or agreement or proposed contract or agreement between the CONTRACTOR and any third party whereby that third party agrees to provide to the CONTRACTOR the Services or any material part thereof or services fundamentally necessary for the provision of the Services or any part thereof. For the avoidance of doubt, the term “Subcontract” shall not be regarded as including any contract or agreement between the CONTRACTOR and any third party for the provision of equipment or software, facilities or services necessary for the general discharge of the CONTRACTOR’S business or any agreement between the CONTRACTOR and any third party for the provision of Third Party Software.
“Subcontractor”:	means a third party specified in Schedule 18 with whom the CONTRACTOR enters into a Subcontract and, in respect of Clause 12.5 (Confidentiality), Clause 12.6 (Protection of Personal Data, Freedom of Information and Social Security Administration Act) and Schedule 20 (Security Requirements) only, any other third party with whom the Contractor enters into any contract or agreement whereby that third party agrees to provide to the Contractor the Services or any part thereof or facilities or services necessary for the provision, management, direction or control of the Services or any part thereof.
“Sublease(s)”:	means a sublease of the whole or part of the relevant Transferring Property or Transferring Properties in the agreed form referred to in Schedule 10 A] to be granted by the AUTHORITY to the CONTRACTOR.
“Temporary National Insurance Number”	means a National Insurance Number provided to Claimants on a temporary basis by the Authority, this is usually based on date of birth provided by the Claimant.
“Tenancy at Will”:	means a tenancy at will in the form set out in Schedule 10.
“Terminally Ill”:	means a Claimant is suffering from a progressive disease and his death in consequence of that disease can reasonably be expected within six months.
“Termination Charge”:	means the sum payable by the AUTHORITY to the CONTRACTOR under the circumstances specified in, and

	calculated in accordance with Part 7 of Schedule 12.
“Termination Services”:	means the Services set out in Schedule 26 to be provided by the CONTRACTOR in connection with the expiry or termination of this Agreement.
“Terms of Reference”:	means, in relation to Regional Consultants, the information passed to the Regional Consultant to enable him to understand the requirements of the AUTHORITY.
“Third Party Software”:	means any software and all accompanying documentation in which the Intellectual Property Rights are owned at the date of execution hereof by a third party.
“Third Party Agreements”:	means all maintenance agreements, support agreements and all other supply or service agreements which are transferred to the CONTRACTOR pursuant to Clause 4.2.
“Third Party Data”:	means all data, information, text, drawings, diagrams, images or sounds which are embodied in any electronic or tangible medium (but excluding any computer software), and which are supplied or in respect of which access is granted to the CONTRACTOR by a third party.
“Third Party Software Licence”:	means any licence agreement relating to the Third Party Software.
“Total HOW”:	means the number of live referrals shown by each separate service line held by the CONTRACTOR on MSRS and SMART.
“Transfer Date”:	means a date on which any employee of the AUTHORITY at anytime during the term of the Agreement transfers to the CONTRACTOR or any Subcontractor pursuant to the Transfer Regulations.
“Transfer Regulations”:	means the Transfer of Undertakings (Protection of Employment) Regulations 1981.
“Transferred Assets”	means the Assets comprising the Capitalised Assets and the Pooled Assets.
“Transferring Authority Employee”:	means any employee of the AUTHORITY who transfers to the CONTRACTOR or Subcontractor on a relevant Transfer Date.
“Transferring Property(or Properties)”:	means AUTHORITY Properties and OGD Properties.
“Transformation Plan”:	means the plan to be provided by the CONTRACTOR in accordance with Schedule 8.
“Transformation Services”:	means the services to be provided by the CONTRACTOR in accordance with the Transformation Plan as set out in Schedule 8.
“Transition Costs”:	Has the meaning set out in Schedule 12 Appendix 2.
“Transition Period”:	means the period from the Commencement Date to the Cutover Date.
“Transition Cutover Criteria”	means one of two levels of Acceptance Criteria as specified in Annex 1 to Schedule 7.
“Transition Readiness Criteria”	means one of two levels of Acceptance Criteria as specified in Annex 1 to Schedule 7.
“Transition Review	means the formal reviews undertaken by the AUTHORITY in

“Process”:	conjunction with the CONTRACTOR during the Transition Period as specified in Clause 7.4.
“Transition Services”:	means the Services to be provided by the CONTRACTOR during the Transition Period as set out in Schedule 7.
“Transport Direct”	means the Internet portal owned by the Department for Transport that uses the Transport Direct Software and the Licensed Data.
“Transport Direct Licence”	means the licence granted to the CONTRACTOR under paragraph 3.3.1 of Schedule 6.
“Transport Direct Software”	means software licensed to the AUTHORITY for the purposes of Transport Direct which is sub-licensed to the CONTRACTOR under the terms of this Agreement.
“Transport Direct Specification”	means technical and other information relating to Transport Direct.
“Tribunals Service Regions”	means the following 8 regions: <ul style="list-style-type: none"> • Leeds; • Cardiff; • Birmingham; • Glasgow; • Liverpool; • Nottingham; • Newcastle and • Sutton.
“Treat Official Correspondence”:	means correspondence issued by a Claimant to a Government Minister.
“Unable To Attend” or “UTA”:	means the Claimant informs the CONTRACTOR that they are unable to attend for a pre-arranged appointment before 5 p.m. on the day of the appointment.
“Use”:	means the right of either party to load, execute, extract, reutilise, store, transmit, display, copy (for the purposes of loading, execution, storage, transmission or display) or otherwise to utilise the Software as applicable for purposes of the provision or receipt (as the case may be) of the Services. To the extent permitted by law, such right of use shall not include the right to reverse assemble, reverse compile, decode or otherwise translate the Software.
“Variable Charges”:	means Charges resulting from medical outputs.
“Work Capability Assessments”	” means the end to end referral process to assess Limited Capability for Work (LCW), Limited Capability for Work Related Activity (LCWRA) and the Work Focused Health Related Assessment (WFHRA)
“Work Focused-Health-Related-Assessment”	determines the Claimant’s health related needs to support the AUTHORITY’s Personal Adviser or Provider Led Adviser in identifying perceptions and barriers to work.
“Working Day”:	means any day in the week from Monday to Friday excluding any day which is recognised as a statutory or common law holiday at the locations to which the Services are provided.
“Year” or “Year of this Agreement”	means a period of twelve months commencing on the Commencement Date or any anniversary of the Commencement Date.

GLOSSARY

AA	Attendance Allowance
AACT	Average Actual Clearance Times
AIIB	Analogous Industrial Injuries Benefits
AIIS	Analogous II Scheme
BAMS	Benefits Agency Medical Services
CAA	Constant Attendance Allowance
CBT	Computer Based Training
CCN	Change Control Note
CHD	Client Help Desk
CME	Continuing Medical Education
CMS	Complaints Management Systems
CPF	Change Proposal Form
CRU	Compensation Recovery Unit
CSA	Child Support Agency
CSD	Customer Service Desk
DBC	Disability Benefits Centre
DCPU	Disability Contact and Processing Unit
DDI	Direct Dial-In telephone extension numbers
DLA	Disability Living Allowance
DDAM	Diploma in Disability Assessment Medicine
DITSO	Departmental IT Security Officer
DMA	Decision Making and Appeals
DNA	Did Not Attend
DO	District Office
DPA	Data Protection Act 1998
DSG	Departmental Security Group
DSM	Departmental Security Manager
DV	Domiciliary Visit
DWP	Department for Work and Pensions
EBM	Evidence Based Medicine
EMB	Executive Management Board
EMP	Examining Medical Practitioner
EPD	Exams Per Day
EPM	Exams Per Month
ESA	Employment and Support Allowance
ESDA	Exceptionally Severe Disablement Allowance
GAD	Government Actuary Department
FME	Further Medical Evidence
GMC	General Medical Council
GOR	Government Office Region
HCN	Hospital Case Notes
HMG	Her Majesty's Government
HOW	Head of Work
IB	Incapacity Benefit
IBR	Incapacity Benefit Re-assessment
II	Industrial Injuries
IIDB	Industrial Injuries Disablement Benefit
IPC	International Pension Centre
IQAS	Integrated Quality Audit System
IT	Information Technology
ISSS	Information Systems Security Standards
ITSS	IT Security Standards
IVB	Invalidity Benefit
JSA	Jobseekers Allowance

LCW	Limited Capability for Work
LCWRA	Limited Capability for Work Related Activity
MA	Medical Advisor
MAT	Medical Appeal Tribunal
MEC	Medical Examination Centre
MIS	Management Information System
MSC	Medical Services Centre
MSCMT	Medical Services Contract Management Team
MSD	Medical Skills Database
MSEC	Medical Services Examining Centre
MSEC (RD)	Medical Services Examination Centre (Respiratory Diseases)
MSRS	Medical Services Referral System
NAO	National Audit Office
NCC	National Computer Centre
NINO	National Insurance Number
OGD	Other Government Department
OHA	Occupational Health Assessment
OOT	Own Occupation Test
PABX	Private Automatic Branch Exchange
PCA	Personal Capability Assessment
PD	Prescribed Disease
PDP	Personal Development Plan
PKI	Public Key Infrastructure
POD	Pensions & Overseas Directorate
RD	Respiratory Disease
REA	Reduced Earnings Allowance
SDA	Severe Disablement Allowance
SIAG	Security and Information Assurance Group
SISP	System Interconnection Security Policy
SMART	System for Medical Allocations Referrals and Tracking
SMP	Statutory Maternity Pay
SPVA	Service Personnel & Veterans Agency
SS	Social Security
SS (Adj) Regs 1995	Social Security (Adjudication) Regulations 1995
SS (Gen Ben) Regs 1982	Social Security (General Benefit) Regulations 1982
SS (II) (PD) Regs 1985	Social Security (Industrial Injuries) (Prescribed Diseases)
SS Admin Act 1992	Social Security Administration Act 1992
SS CB Act 1992	Social Security Contributions and Benefits Act 1992
SS VDP Act 1979	Social Security Vaccine Damage Payment Act 1979
SSO	Social Security Office
SSP	Statutory Sick Pay
SSPG,	Social Security Policy Group
SyOPS	Security Operating Procedures
TSR	Tribunals Service Region
US	Unemployment Supplement
UTA	Unable to Attend
VAC DAM	Vaccine Damage
VDPS	Vaccine Damage Payments Scheme
VPN	Virtual Private Network

WCA	Work Capability Assessment
WFHRA	Work-Focused-Health-Related-Assessment
WTC	Working Tax Credit