**dynamic framework**

1. definitions

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| **VERSION** | **DATE** | **COMMENT** |
| 1.0 | 10 June 2020 | Initial Release       |
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1. definitions

Unless otherwise provided or the context otherwise requires the following expressions shall have the meanings set out below:-

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| 1. "**Acceptance Criteria**"
 | 1. means the acceptance criteria set out in the relevant Implementation Plan
 |
| 1. "**Accommodation Services"**
 | 1. means the Framework Service Category "Accommodation (Probation DF 0.1)" as set out in Schedule 2.1 (*Services Description*) and which shall apply and form the Services to a Call‑Off Contract when selected in such Call‑Off Contract and which shall be as more particularly set out in Schedule 2.1 (*Call-Off Services Description*)
 |
| 1. "**Accounting Reference Date**"
 | 1. means the dates to which the Supplier prepares its audited financial statements
 |
| 1. "**Achieve**"
 | 1. means, in respect of a Milestone, the issue of a Milestone Achievement Certificate in respect of that Milestone in accordance with the provisions of Schedule 6.1 (*Call‑Off Implementation*) of a Call‑Off Contract, and "**Achieved**", "**Achieving**" and "**Achievement**" shall be construed accordingly
 |
| 1. "**Acquired Rights Directive**"
 | 1. means the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re‑enacted from time to time
 |
| 1. "**Activities**"
 | 1. means the activities and actions undertaken with and on behalf of a Service User which includes direct work with the Service User and non‑contact activity such as liaison with third party providers. The Supplier will offer a range of Activities and select those which are most appropriate for the individual Service User and which shall be agreed and as set out in the Service User Action Plan
 |
| 1. "**Actual TFSE Employment Costs**"
 | 1. means the actual costs of employing each Transferring Former Supplier Employee identified and included in the Supplier's Anticipated Transferring Employees Headcount in its Tender Response to the extent those costs arise directly from the terms and conditions of employment which applied to those employees immediately before the Relevant Transfer Date and which transferred to the Supplier pursuant to a Relevant Transfer and/or the terms of this Call-Off Contract
 |
| 1. "**Actual Transferred Headcount**"
 | 1. means the actual total number of Transferring Former Supplier Employees for the relevant Call-Off Contract but, for the avoidance of doubt, excluding any person employed or formerly employed by a Former Supplier who is not identified by the Customer as a Transferring Former Supplier Employee but who claims and/or it is determined in relation to that individual that his/her employment contract has transferred to the Supplier and/or Notified Sub-contractor by virtue of the Call-Off Contract and/or the Staff Transfer Scheme
 |
| 1. "**Adverse Childhood Experiences" or** "**ACEs**"
 | 1. means traumatic events occurring before age 18. ACEs include all types of abuse and neglect as well as parental mental illness, substance use, divorce, incarceration, and domestic violence
 |
| 1. "**Affected Party**"
 | 1. means the Party seeking to claim relief in respect of a Force Majeure Event
 |
| 1. "**Affiliate**"
 | 1. means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time
 |
| 1. "**Aggregate Retained Percentage Amount**"
 | 1. means in respect of the relevant Call‑Off Contract, the aggregate total of all Retained Percentages (as set out in Appendix 1 of Schedule 2.2 (*Call‑Off Performance Levels*) of the Call‑Off Contract) multiplied by the total Charges paid or payable under the Call‑Off Contract for the Call‑Off Contract Year immediately prior to the Termination Date of the Call‑Off Contract
 |
| 1. "**Agreed Outcomes**"
 | 1. means those Outcomes that are selected and individual to the Service User as set in each Service User Action Plan
 |
| 1. "**Alcohol Brief Interventions**"
 | 1. means a short, evidence‑based, structured conversation about alcohol consumption with a an individual that seeks, in a non‑confrontational way, to motivate and support the individual to think about and/or plan a change in their drinking behaviour in order to reduce their alcohol consumption and/ or their risk of harm
 |
| 1. "**Alcohol Extended Brief Interventions**"
 | 1. means an Alcohol Brief Intervention delivered via motivational‑enhancement therapy or motivational interviewing. The aim of an Alcohol Extended Brief Intervention is to motivate an individual to change their behaviour by exploring with them why they behave the way they do and identifying positive reasons for changing such behaviour
 |
| 1. "**Alcohol Treatment Requirements**" **or** "**ATR**"
 | 1. means Under section 212 of the Criminal Justice Act 2003 (amended under the LASPO Act 2012), an ATR is available as a sentencing option for offences committed on or after April 2005, by offenders aged 18 or over as part of a Community Order or a Suspended Sentence Order. Treatment should be structured and community based. An ATR may include psychological therapies and support, interventions for assisted alcohol withdrawal, 'detoxification' and cognitive behavioural therapies to address alcohol misuse
 |
| 1. "**Alternative Related Agreement**"
 | 1. means any contract or agreement (or proposed contract or agreement) that the Supplier may enter into which provides funding, grants or other forms of support to the Supplier and/or its Sub‑contractors and which is material to the Supplier and/or Sub‑contractors in its/their performance of the Services or any part thereof or which may be necessary for the management, direction or control of the Services or any part thereof
 |
| 1. "**Amended Implementation Plan**"
 | 1. means the Implementation Plan as amended from time to time in accordance with the Call‑Off Contract
 |
| 1. "**Ancillary Third Party**"
 | 1. means:-
	1. a party to another contract with the Authority, a Participating Body or the Supplier which is relevant to this Framework Agreement or any Call‑Off Contract
	2. a party to a Sub‑contract or
	3. any other Customer
 |
| 1. "**Annual Report**"
 | 1. has the meaning given in Appendix 2 of Schedule 7.5 (Call-Off Reports, Records and Audit Rights)
 |
| 1. "**Anticipated TFSE Employment Costs"**
 | 1. means the anticipated costs of employing each Transferring Former Supplier Employee identified and included by the Supplier in its Tender response (as costs of the Supplier and/or its Notified Sub-contractor) and calculated in accordance with the Workforce Information provided to the Supplier for the purpose of its Tender Response for the relevant Call-Off Contract
 |
| 1. "**Anticipated Total Headcount**"
 | 1. means the total headcount of personnel (including Transferring Former Supplier Employees) that the Supplier anticipates it (or its Notified Sub-contract (as applicable)) shall require to employ as Supplier Personnel to perform the Services (as set out more fully in the Call-Off Competition). The Anticipated Total Headcount shall be as set out in the Supplier's Tender Response to any such Call-Off Competition
 |
| 1. "**Anticipated Transferring Employees Headcount**"
 | 1. means the number and identity of Transferring Former Supplier Employees identified by the Supplier from the information provided to the Supplier for the purposes of its Tender Response as being in scope to transfer to the Supplier or a Notified Sub-contractor on the Relevant Transfer Date
 |
| 1. "**Anti‑slavery Policy**"
 | 1. has the meaning given in Clause 40.8.2
 |
| 1. "**Applicable Supplier Personnel**"
 | 1. means any Supplier Personnel who:-
	1. at the Termination Date of the relevant Call‑Off Contract:-
		1. are employees of the Supplier
		2. are Dedicated Supplier Personnel or
		3. have not transferred (and are not in scope to transfer at a later date) to the Customer or the Replacement Supplier by virtue of a Staff Transfer Scheme and/or the Employment Regulations and
	2. are dismissed or given notice of dismissal by the Supplier within:-
		1. 40 Working Days of the Termination Date of the relevant Call‑Off Contract or
		2. such longer period required by Law, their employment contract (as at the Termination Date of the relevant Call‑Off Contract) or an applicable collective agreement and
	3. have not resigned or given notice of resignation prior to the date of their dismissal by the Supplier and
	4. the Supplier can demonstrate to the satisfaction of the relevant Customer:-
		1. are surplus to the Supplier's requirements after the Termination Date of the relevant Call‑Off Contract notwithstanding its obligation to provide services to its other customers
		2. are genuinely being dismissed for reasons of redundancy and
		3. have been selected for redundancy by the Supplier on objective grounds other than the fact that the Supplier is entitled to reimbursement under this provision in respect of such employees
 |
| 1. **"Approved Premises"**
 | 1. means premises approved under Section 13 of the Offender Management Act 2007. They provide intensive supervision for those who present a high or very high risk of serious harm
 |
| 1. "**Approved Sub‑Licensee**"
 | 1. means any third party the Authority and/or a Participating Body is permitted to sub‑license under Clause 19 and/or which the Parties otherwise agree the Authority and/or a Participating Body is permitted to sub‑license
 |
| 1. "**Assets**"
 | 1. means all assets and rights used by the Supplier to provide the Services in accordance with a Call‑Off Contract but excluding the Customer Assets
 |
| 1. "**Associated Person**"
 | 1. has the meaning given to it in section 44(4) of the Criminal Finances Act 2017
 |
| 1. "**Associates**"
 | 1. means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles
 |
| 1. "**Assurance**"
 | 1. means written confirmation from a Relevant Authority to the Supplier that the Corporate Resolution Planning Information is approved by the Relevant Authority
 |
| 1. "**Audit**"
 | 1. means any exercise by the Authority or any Customer of its Audit Rights pursuant to Clause 14 (*Records, Reports, Audit and Open Book Data*) and Schedule 7.5 (*Reports, Records and Audit Rights*)
 |
| 1. "**Audit Agents**"
 | 1. means:-
	1. the Customer's internal and external auditors
	2. the Customers' statutory or regulatory auditors
	3. the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office
	4. HM Treasury or the Cabinet Office
	5. any party formally appointed by the Authority or any Customer to carry out audit or similar review functions and
	6. successors or assigns of any of the above
 |
| 1. "**Adult Female Service User**"
 | 1. means a Female Service User who is aged 25 and over
 |
| 1. **"Adult Male Service User"**
 | 1. means a Male Service User who is aged 25 and over
 |
| 1. "**Audit Rights**"
 | 1. means the audit and access rights referred to in Schedule 7.5 (*Reports, Records and Audit Rights*)
 |
| 1. "**Authorised Users**"
 | 1. shall have the meaning set out in Clause 11.9.7
 |
| 1. "**Authority Change Manager**"
 | 1. means:-
	1. in respect of the Framework Agreement the person appointed to that position by the Authority from time to time and notified in writing to the Supplier (if no person is notified, the Authority Framework Representative) and
	2. in respect of any Call‑Off Contract by the person appointed to that position by the from time to time and notified in writing to the Supplier (if no person is notified, the Customer Representative)
 |
| 1. "**Authority Framework Representative**"
 | 1. means the representative appointed by the Authority pursuant to Clause 13.5 and as set out in the Data Sheet
 |
| 1. **"Authority Interpreter Services"**
 | 1. means services approved by the Authority for relaying information between languages verbally, in writing or by signing
 |
| 1. "**Authority Probation Providers**"
 | 1. means all providers engaged by the Authority to provide services similar to the Services under agreements equivalent to this Framework Agreement and/or any Call‑Off Contract entered into pursuant to it
 |
| 1. "**Authority Website**"
 | 1. means any or all of www.justice.gov.uk, www.gov.uk, consult.justice.gov.uk, pmu.hub.uk.com, hmpps-performance-hub.service.justice.gov.uk/ and www.co-financing.org and each other website specified by the Authority from time to time
 |
| 1. **"Bail and Accommodation and Support Services (BASS)"**
 | 1. means services that provide accommodation to offenders from courts, offenders from custody and offenders referred by a Responsible Officer. Places are provided when offenders do not have a permanent place to live
 |
| 1. "**BAME Service User**"
 | 1. means either a Black, Asian or Minority Ethnic Service User
 |
| 1. **"BAME Specific Services"**
 | 1. means the Cohort Service Category "Black Asian and Minority Ethnic (BAME) (Probation DF 0.11)" as set out in Schedule 2.1 (*Services Description*) and which shall apply and form the Services to a Call‑Off Contract when selected in such Call‑Off Contract and which shall be as more particularly set out in Schedule 2.1 (*Call-Off* *Services Description*)
 |
| 1. "**Baseline Security Requirements**"
 | 1. means as identified and set out in Schedule 2.3 (*Standards*)
 |
| 1. "**Best and Final Offer" or "BAFO**"
 | 1. means the final stage of the Four Stage Procurement Route as further set out in Paragraphs 6.13 and 6.14 of Schedule 5 (*Call-Off Procedure*)
 |
| 1. "**Board Member**"
 | 1. means the initial persons appointed by the Customer and Supplier to the Boards as set out in Schedule 8.1 (*Call‑Off Governance*) of any Call‑Off Contract and any replacements from time to time agreed by the Parties in accordance with Paragraph 2.3 of Schedule 8.1 (*Governance*)
 |
| 1. "**Boards**"
 | 1. means the Contract Strategy Board, Service Management Board, and Change Management Board and "**Board**" shall mean any of them
 |
| 1. "**Breach Pack**"
 | 1. means the document set compiled by the Responsible Officer and presented to a court hearing for a breach of a community order or breach of Post Sentence Supervision
 |
| 1. "**Breakage Costs Payment**"
 | 1. means an amount equal to the Redundancy Costs and the Contract Breakage Costs as at the Termination Date of the relevant Call‑Off Contract as determined in accordance with Paragraph 3 Schedule 7.2 (*Payments on Termination*)
 |
| 1. "**Business Continuity Plan**"
 | 1. has the meaning given in Paragraph 1.3.1(b) of Part 1 of Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning*)
 |
| 1. "**Business Continuity Services**"
 | 1. has the meaning given in Paragraph 3.2.2 of Part 1 of Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning*)
 |
| 1. "**Cabinet Office Markets and Suppliers Team**"
 | 1. means the UK government's team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function
 |
| 1. "**Call‑Off Commencement Date**"
 | 1. means the later of:-
	1. the date of expiry of the Implementation Period (if any)
	2. the date upon which the Supplier commences the provision of the Operational Services under a Call‑Off Contract and
	3. the intended date of the Parties as at the Call‑Off Effective Date being that as set out in the relevant Call‑Off Order Contract
 |
| 1. "**Call‑Off Competition**"
 | 1. means a mini-competition run in accordance with the Call-Off Procedure
 |
| 1. "**Call‑Off Contract**"
 | 1. means any contract entered into between the Supplier and a Customer in accordance with the Call‑Off Procedure
 |
| 1. "**Call‑Off Contract Performance Indicators**"
 | 1. means the performance indicators relating to the Call‑Off Contract as set out in Schedule 2.2 (*Call‑Off Performance Levels*)
 |
| 1. "**Call‑Off Contract Performance Indicator Retained Percentage**"
 | 1. means for each Call‑Off Contract Performance Indicator shall be the percentage set out in the column headed 'Retained Percentage' as set out in Appendix 1 to Schedule 2.2 (*Call‑Off Performance Levels*) of the Call‑Off Contract
 |
|
| 1. "**Call‑Off Contract Year**"
 | 1. means:-
	1. Call‑Off Contract Year Zero (0) shall be the period from the Call‑Off Effective Date until the Call‑Off Commencement Date and
	2. Call‑Off Contract Year One (1) (one), Call‑Off Contract Year Two (2) and so on shall be:-
		1. a period of twelve (12) months commencing on the Call‑Off Commencement Date or
		2. thereafter a period of twelve (12) months commencing on each anniversary of the Call‑Off Commencement Date
2. provided that the final Call‑Off Contract Year shall end on the expiry or termination of the Call‑Off Term and references to Call‑Off Contract Year only shall be to any Call‑Off Contract Year (as applicable)
 |
| 1. "**Call‑Off Effective Date**"
 | 1. means the date on which the Call‑Off Order Form is entered into between the Customer and the Supplier
 |
| 1. "**Call‑Off Expiry Date**"
 | 1. means the expiry date of the provision of the Services under a Call‑Off Contract as set out in the relevant Call‑Off Order Form
 |
| 1. "**Call-Off Invitation to Tender" or "Call-Off ITT**"
 | 1. means the invitation to tender issued by the Authority or Participating Body for a Call-Off Competition in accordance with Schedule 5 (*Call-Off Procedure*) based on the ITT Template
 |
| 1. "**Call‑Off Order Form**"
 | 1. means the order form in the form set out in Schedule 5 (*Call‑Off Procedure*) entered into between a Customer and the Supplier in accordance with the Call‑Off Procedure and which sets out the particulars of a Call‑Off Contract
 |
| 1. "**Call‑Off Procedure**"
 | 1. means the procedure for agreeing a Call‑Off Contract as set out in Schedule 5 (*Call‑Off Procedure*)
 |
| 1. "**Call-Off Procedure Guidance**"
 | 1. means the guidance issued or updated by the Authority from time to time setting out guidance on how to operate the Call-Off Procedure under this Framework Agreement
 |
| 1. "**Call‑Off Services Description**"
 | 1. means for each Call‑Off Contract the services description as set out in Schedule 2.1 (*Call-Off* *Services Description*)
 |
| 1. "**Call‑Off Term**"
 | 1. means the period commencing on the Call‑Off Effective Date and ending on the expiry of the Call‑Off Expiry Date or on earlier termination of the Call‑Off Contract
 |
| 1. "**CEDR**"
 | 1. means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU
 |
| 1. "**Central Government Body**"
 | 1. means a body listed in one (1) of the following subcategories 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:-
	1. Government Department
	2. Non‑Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal)
	3. Non‑Ministerial Department or
	4. Executive Agency
 |
| 1. "**Challenging Behaviour**"
 | 1. means behaviour which is confrontational or causes alarm or concern or which could place the Service User, Supplier Personnel or others, at risk
 |
| 1. "**Change**"
 | 1. means any change to this Framework Agreement or any Call‑Off Contract
 |
| 1. "**Change Authorisation Note**"
 | 1. means a form setting out an agreed Contract Change which shall be substantially in the form of Appendix 2 of Schedule 8.2 (*Change Control Procedure*)
 |
| 1. "**Change Communication**"
 | 1. means any Change Request, Impact Assessment, Change Authorisation Note or other communication sent or required to be sent pursuant to Schedule 8.2 (*Change Control Procedure*)
 |
| 1. "**Change Control Procedure**"
 | 1. means the procedure for changing this Framework Agreement or any Call‑Off Contract as set out in Schedule 8.2 (*Change Control Procedure*)
 |
| 1. "**Change in Law**"
 | 1. means any change in Law which impacts on the performance of the Services which comes into force after the Call‑Off Effective Date
 |
| 1. "**Change Management Board**"
 | 1. means the body described in Paragraph 5 of Schedule 8.1 (*Governance*)
 |
| 1. "**Change Request**"
 | 1. means a written request for a Contract Change substantially in the form of Appendix 1 of Schedule 8.2 (*Change Control Procedure*)
 |
| 1. "**Charges**"
 | 1. means the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 7.1 (*Charges and Invoicing*) of the Call‑Off Contract
 |
| 1. "**Clarification**"
 | 1. means the clarification stage of the Four Stage Procurement Route as further set out in Paragraph 6.11 and 6.12 of Schedule 5 (*Call-Off Procedure*)
 |
| 1. "**Class 1 Transaction**"
 | 1. has the meaning set out in the listing rules issued by the UK Listing Authority
 |
| 1. "**Clinical Commissioned Services**"
 | 1. means services provided by those statutory bodies responsible for the provision of statutory drug and alcohol services
 |
| 1. "**CNI**"
 | 1. means Critical National Infrastructure
 |
| 1. **"Cognitive and Behavioural Change Services"**
 | 1. means the Framework Service Category "Cognitive and Behavioural Change Outcomes (Probation DF 0.13)" as set out in Schedule 2.1 (*Services Description*) and which shall apply and form the Services to a Call‑Off Contract when selected in such Call‑Off Contract and which shall be as more particularly set out in Schedule 2.1 (*Call-Off Services Description*)
 |
| 1. "**Cohort Service Category**"
 | 1. means each of Women's Specific Services Service Category; Young Adults Specific Service Category; and/or BAME Specific Service Category as each are set out in Schedule 2.1 (*Services Description*)
 |
| 1. "**Commercially Sensitive Information**"
 | 1. means the information listed in Schedule 4.2 (*Commercially Sensitive Information*) of this Framework Agreement and/or in Schedule 4.2 (*Call‑Off Commercially Sensitive Information*) of a Call‑Off Contract comprising the information of a commercially sensitive nature relating to:-
	1. the pricing of the Services
	2. details of the Supplier's IPRs and
	3. the Supplier's business and investment plans
2. which the Supplier has indicated to the Authority or relevant Customer that, if disclosed by the Authority or relevant Customer, would cause the Supplier significant commercial disadvantage or material financial loss
 |
| 1. "**Community Order**"
 | 1. has the meaning given to it in section 177 of the CJA
 |
| 1. **"Community Sentence"**
 | 1. means Community Order or Suspended Sentence Order
 |
| 1. "**Community Sentence Treatment Requirements or CSTRS**"
 | 1. means Mental Health Treatment Requirements (MHTRS) Alcohol Treatment Requirements (ATRs) and Drug Rehabilitation Requirements (DRRs) collectively. They are sentencing requirements issued by the NPS which can form part of a Community Sentences issued by courts where a Service User has consented to complete treatment for mental health problems, drug and/or alcohol misuse problems
 |
| 1. "**Comparable Supply**"
 | 1. means the supply of services to another customer of the Supplier that are the same or similar to any of the Services
 |
| 1. "**Compensation Payment**"
 | 1. means the payment calculated in accordance with Paragraph 5 Schedule 7.2 (*Payments on Termination*)
 |
| 1. "**Complexity Level**"
 | 1. means complexity level of those Service User's rehabilitative needs which are identified in the Risk and Needs Assessment and set out in the Referral
 |
| 1. "**Complexity Level Profile and Weightings**"
 | 1. means the weighting that may be applied to the Pricing Methodology applicable to each Call‑Off Contract to take account of the profile of Complexity Level within a Volume Band
 |
| 1. "**Confidential Information**"
 | 1. means:-
	1. Information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Framework Agreement or any Call‑Off Contract that relates to:-
		1. the Disclosing Party Group or
		2. the operations, business, affairs, developments, intellectual property rights, trade secrets, knowhow and/or personnel of the Disclosing Party Group
	2. other Information provided by the Disclosing Party pursuant to or in anticipation of this Framework Agreement or any Call‑Off Contract that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient's attention or into the Recipient's possession in connection with this Framework Agreement or any Call‑Off Contract
	3. discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Framework Agreement any Call‑Off Contract and all matters arising therefrom and
	4. Information derived from any of the above but not including any Information which:-
		1. was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party
		2. the Recipient obtained on a non‑confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient
		3. was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Framework Agreement or any Call‑Off Contract or breach of a duty of confidentiality
		4. was independently developed without access to the Confidential Information or
		5. relates to the Supplier's:-
			1. performance under this Framework Agreement or any Call‑Off Contract or
			2. failure to pay any Sub‑contractor as required pursuant to Clause 17.7
 |
| 1. "**Contract Breakage Costs**"
 | 1. means the amounts payable by the Supplier to its Key Sub‑contractors for terminating all relevant Key Sub‑contracts as a direct result of the early termination of the relevant Call‑Off Contract
 |
| 1. "**Contract Change**"
 | 1. means any change to this Framework Agreement or any Call‑Off Contract other than an Operational Change
 |
| 1. "**Contract Finder**"
 | 1. means the online government portal which allows suppliers to search for information about contracts worth over £10,000 (ten thousand pounds) (excluding VAT) as prescribed by Part 4 of the Public Contract Regulations 2015
 |
| 1. "**Contract Notice**"
 | 1. means the OJEU notice published in the Official Journal in relation to this Framework Agreement with title 'Probation Services Dynamic Framework'
 |
| 1. "**Contract Strategy Board**"
 | 1. means the body described in Paragraph 4 of Schedule 8.1 (*Governance*)
 |
| 1. "**Control**"
 | 1. means the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "**Controls**" and "**Controlled**" shall be interpreted accordingly
 |
| 1. "**Controller**"
 | 1. has the meaning given in the GDPR
 |
| 1. "**Core Activities**"
 | 1. means those core service requirements for each Service Category and which shall form and be set out in Part B of Schedule 2.1 (*Call-Off Services Description*) for each Call-Off Contract as applicable
 |
| 1. "**Corporate Change Event**"
 | 1. means:-
	1. any change of Control of the Supplier or a Parent Undertaking of the Supplier
	2. any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Customer, could have a material adverse effect on the Services
	3. any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Customer, could have a material adverse effect on the Services
	4. a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc
	5. an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier
	6. payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the net asset value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any twelve (12) month period
	7. an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group
	8. any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group
	9. the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group and/or
	10. any process or events with an effect analogous to those in Paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales
 |
| 1. "**Corporate Resolution Planning Information**"
 | 1. means, together, the:-
	1. Group Structure Information and Resolution Commentary and
	2. UK Public Sector / CNI Contract Information
 |
| 1. "**Costs**"
 | 1. the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Service:-
	1. the cost to the Supplier or the Key Sub-contractor (as the context requires) of engaging the Supplier Personnel
	2. costs incurred in respect of those Assets which are detailed on the registers and which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Assets by the Supplier to the Customer or (to the extent that risk and title in any Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Assets
	3. operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the delivery of the Services and
	4. any forecast contingency costs

but excluding:-* + 1. overheads (being the Supplier's and the Supplier Group's indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of the Services)
		2. financing or other similar costs
		3. maintenance and support costs to the extent that these relate to maintenance and/or support services provided beyond the Call‑Off Term, where in relation to Assets or otherwise
		4. taxation
		5. fines and penalties or
		6. non‑cash items (including depreciation, amortisation, impairments and movements in provisions)
 |
| 1. "**COTS**"
 | 1. means commercial off‑the‑shelf
 |
| 1. "**Counter Notice**"
 | 1. has the meaning given in Paragraph 7.2 of Schedule 8.3 (*Dispute Resolution Procedure*)
 |
| 1. "**Consumer Price Index**"
 | 1. means the consumer price index as identified on the Office of National Statistics
 |
| 1. **"County Lines"**
 | 1. means a form of organised crime where criminals based in urban areas pressurise vulnerable people and children to transport, store and sell drugs in smaller county towns
 |
| 1. "**Credit Rating Level**"
 | 1. means each credit rating level of the Rating Agencies (as may be updated from time to time)
 |
| 1. "**Credit Rating Threshold**"
 | 1. means the minimum Credit Rating Level for each entity in the FDE Group as set out in Appendix 2 of Schedule 7.4 (*Call‑Off Financial Distress*)
 |
| 1. "**Credit Score Threshold**"
 | 1. means (unless otherwise specified in Schedule 7.4 *(Call-Off Financial Distress*)) either a credit score of 25 for a Company Watch score or ten (10) for a Dun & Bradstreet score
 |
| 1. "**Critical Performance Failure**"
 | 1. means:-
	1. an Improvement Plan Trigger occurs in respect in respect of 100% of the Call‑Off Contract Performance Indicators under a Call‑Off Contract in any Measurement Period
	2. an Improvement Plan Trigger occurs in respect of multiple (two (2) or more) Service Levels for four (4) or more consecutive Measurement Periods under a Call‑Off Contract or
	3. an Improvement Plan Trigger occurs in respect of multiple (two (2) or more) Quality Measures for two (2) or more consecutive Measurement Periods under a Call‑Off Contract
 |
| 1. "**Critical Service Contract**"
 | 1. means the overall status of the Call‑Off Contract as determined by the Customer and specified in the Call‑Off Order Form
 |
| 1. **"CRN"**
 | 1. means crime reference number
 |
| 1. "**CRTPA**"
 | 1. means the Contracts (Rights of Third Parties) Act 1999
 |
| 1. "**CSPS**"
 | 1. has the meaning set out in the Relevant Staff Transfer Schedule
 |
| 1. "**CSPS Eligible Employee**"
 | 1. has the meaning set out in the Relevant Staff Transfer Schedule
 |
| 1. "**CSPS Admission Agreement**"
 | 1. has the meaning set out in the Relevant Staff Transfer Schedule
 |
| 1. **"Culturally Competent"**
 | 1. means an ability to understand, communicate with and effectively interact with people across cultures, developing positive attitudes towards cultural differences and gaining knowledge of different cultural practices
 |
| 1. "**Customer(s)**"
 | 1. means either the Authority or a Participating Body (as appropriate) that has entered into a relevant Call‑Off Contract in accordance with the Call‑Off Procedure
 |
| 1. "**Customer Approved System**"
 | 1. means:-
	1. a tool, provided by the Customer (and which the Customer has approved the Supplier to use), to record case management information and to record the Service User Action Plan containing offending related risks and needs (incorporating the relevant Customer Software) and
	2. any other relevant systems of the Customer which the Customer may authorise the Supplier in writing to use from time to time in connection with a Call‑Off Contract
2. in each case, which is owned by the Customer or licensed to it by a third party
 |
| 1. "**Customer Assets**"
 | 1. means the Customer Materials, the Customer infrastructure and any other data, software, assets, equipment or other property owned by and/or licensed or leased to the Customer and which is or may be used in connection with the provision or receipt of the Services
 |
| 1. "**Customer Background IPRs**"
 | 1. means:-
	1. IPRs owned by the Customer before the Call‑Off Effective Date, including IPRs contained in any of the Customer's Know-How, documentation, processes and procedures
	2. IPRs created by the Customer independently of this Framework Agreement and/or any Call‑Off Contract and/or
	3. Crown Copyright which is not available to the Supplier otherwise than under this Framework Agreement and/or any Call‑Off Contract, including IPRs owned by the Customer subsisting in the Customer Software and Customer Materials
 |
| 1. "**Customer Cause**"
 | 1. means any material breach by a Customer of any of the Customer Responsibilities, except to the extent that such breach is:-
	1. the result of any act or omission by the Customer to which the Supplier has given its prior consent or
	2. caused by the Supplier, any Sub‑contractor or any Supplier Personnel
 |
| 1. "**Customer Data**"
 | 1. means:-
	1. the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:-
		1. supplied to the Supplier by or on behalf of the Customer and/or
		2. which the Supplier is required to generate, process, store or transmit pursuant to a Call‑Off Contract or
	2. any Personal Data for which the Customer is the Controller or which the Supplier and any of its Sub‑contractors may be the Controller but which is generated pursuant to a Call‑Off Contract and which derives from Personal Data shared with the Supplier by the Customer or any other Originating Controller
 |
| 1. "**Customer IT Strategy**"
 | 1. means the relevant Customer's IT policy in force as at the Call‑Off Effective Date (a copy of which is deemed to have been supplied to the Supplier on the Call‑Off Effective Date), as updated from time to time in accordance with the Change Control Procedure
 |
| 1. "**Customer Materials**"
 | 1. means the Customer Data together with any materials, documentation, information, programs and codes supplied by the Customer to the Supplier, the IPRs in which:-
	1. are owned or used by or on behalf of the Customer and
	2. are or may be used in connection with the provision or receipt of the Services
2. but excluding any Project Specific IPRs, Project Specific Software, Supplier Software, Third Party Software and Documentation relating to Supplier Software or Third Party Software
 |
| 1. "**Customer Premises**"
 | 1. means premises owned, controlled or occupied by the Customer and/or any Wider Public Sector Body which are made available for use by the Supplier or its Sub‑contractors for provision of the Services (or any of them)
 |
| 1. "**Customer Project Specific IPRs and Software**"
 | 1. means IPRs and/or Software created by or for the Authority and/or a Participating Body (other than by the Supplier and/or any Sub‑contractor) under and/or arising in connection with the Framework Agreement and/or any Call‑Off Contract
 |
| 1. "**Customer Related Parties**"
 | 1. means the Customer, Related Third Parties and their respective officers, directors, partners and contractors
 |
| 1. "**Customer Representative**"
 | 1. means the representative appointed by the Customer in respect of a Call‑Off Contract pursuant to Clause 13.6 and as set out in the Call‑Off Contract
 |
| 1. "**Customer Requirements**"
 | 1. means the requirements as set out in Schedule 2.1 *(Services Description*) and Schedule 2.1 (*Call‑Off Services Description*) Schedule 2.2 (*Performance Levels*) and Schedule 2.2 (*Call‑Off Performance Levels*) Schedule 2.3 (*Standards*), Schedule 2.4 (*Information Security and Assurance*) Schedule 2.5 (*Insurance*) and Schedule 2.5 (*Call‑Off Insurance*), Schedule 7.5 (*Reports, Records and Audit Rights*) and Schedule 7.5 (*Call‑Off Reports, Records and Audit Rights*) Schedule 8.5 (*Exit Management*) Schedule 8.6 (*Service Continuity and Corporate Resolution Planning*)
 |
| 1. "**Customer Responsibilities**"
 | 1. means the responsibilities of a Customer specified in Schedule 3 (*Call‑Off Customer Responsibilities*) of the Call‑Off Contract or specifically detailed as "**Dependencies**" in Schedule 2.1 (*Services Description*) of the Framework Agreement or Schedule 2.1 (*Services Description*) of the relevant Call‑Off Contract
 |
| 1. "**Customer Software**"
 | 1. means software which is owned by or licensed to the Authority and/or a Participating Body (other than under or pursuant to this Framework Agreement and/or a Call‑Off Contract) and which is or will be used by the Supplier for the purposes of providing the Services on or through the Customer Approved System
 |
| 1. "**Data Loss Event**"
 | 1. means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Framework Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Framework Agreement, including any Personal Data Breach
 |
| 1. "**Data Protection Impact Assessment**"
 | 1. means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data
 |
| 1. "**Data Protection Legislation**"
 | 1. means:-
	1. the GDPR, the LED and any applicable national implementing Laws as amended from time to time
	2. the DPA 2018 to the extent that it relates to processing of personal data and privacy and
	3. all applicable Law about the processing of personal data and privacy
 |
| 1. "**Data Sheet**"
 | 1. means the data sheet, as completed and forming part of this Framework Agreement, which contains details of the Supplier and the Service Categories and Geographical Locations in which the Supplier is appointed to provide the Services and is signed by the Parties
 |
| 1. "**Data Subject**"
 | 1. has the meaning given in the DPA
 |
| 1. "**Data Subject Request**"
 | 1. means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to their Personal Data
 |
| 1. "**Day 1 Services**"
 | 1. the services to be provided under the initial Call‑Off Contracts entered into by the Authority with Suppliers with a Call-Off Commencement Date which is on or before 30 June 2021 (or such other date notified by the Authority from time to time)
 |
| 1. "**Dedicated Supplier Personnel**"
 | 1. means all Supplier Personnel then assigned to the Services or any part of the Services. If the Supplier is unsure as to whether Supplier Personnel are or should be regarded as so assigned, it shall consult with the Customer whose view shall be determinative provided that the employee has been materially involved in the provision of the Services or any part of the Services
 |
| 1. "**Deductions**"
 | 1. means all Delay Payments or any other deduction which is paid or payable to the Customer under any Call‑Off Contract
 |
| 1. "**Default**"
 | 1. means any breach of the obligations of the relevant Party (including abandonment of this Framework Agreement or any Call‑Off Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement:-
	1. in the case of the Authority or a Customer, of its employees, servants, agents or
	2. in the case of the Supplier, of its Sub‑contractors or any Supplier Personnel
2. in connection with or in relation to the subject matter of this Framework Agreement or Call‑Off Contract and in respect of which such Party is liable to the other
 |
| 1. "**Defect**"
 | 1. means:-
	1. any error, damage or defect in the manufacturing of a Deliverable
	2. any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results
	3. any failure of any Deliverable to provide the performance, features and functionality specified in the Framework Requirements, Customer Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associated Acceptance Criteria or
	4. any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality, specified in the Framework Requirements, Customer Requirements or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from meeting its associate Acceptance Criteria
 |
| 1. "**Delay**"
 | 1. means:-
	1. a delay in the Achievement of a Milestone by its Milestone Date or
	2. a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Implementation Plan
 |
| 1. "**Delay Payments**"
 | 1. means the amounts payable by the Supplier to the Authority in respect of a Delay in Achieving a Milestone as specified in Schedule 7.1 (*Charges and Invoicing*) and Schedule 7.1 (*Call‑Off Charges and Invoicing*)
 |
| 1. "**Deliverable**"
 | 1. means an item or feature delivered or to be delivered by the Supplier at or before a Milestone Date or at any other stage during the performance of any Call‑Off Contract
 |
| 1. "**Department**"
 | 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:‑* 1. Government Department or
	2. Non‑Ministerial Department
 |
| 1. **"Dependency and Recovery Services"**
 | means the Framework Service Category "Dependency and Recovery (Probation DF 0.4)" as set out in Schedule 2.1 (*Services Description*) and which shall apply and form the Services to a Call‑Off Contract when selected in such Call‑Off Contract and which shall be as more particularly set out in Schedule 2.1 (*Call-Off Services Description*) |
| 1. "**Dependency Pathways**"
 | 1. means a description of practices likely to result in favorable outcomes for a Service User with substance misuse problems, which uses available resources that are based on research, literature, or common practice
 |
| 1. "**Dependent Parent Undertaking**"
 | 1. means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into the relevant Call‑Off Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of the Call‑Off Contract
 |
| 1. "**Dependent Supplier IPRs and Software**"
 | 1. means the Supplier Background IPRs and/or Supplier Software that are incorporated into and/or required to be able to use and/or exploit the Project Specific IPRs and/or Project Specific Software, for example, where an algorithm developed under or in relation to the Framework Agreement and/or any Call‑Off Contract incorporates, is based on or used all or part of the Supplier's algorithm that existed prior to the Call‑Off Effective Date of the relevant Call‑Off Contract, then this pre‑existing algorithm/part and the IPRs therein shall constitute Dependent Supplier IPRs and Software
 |
| 1. "**Desistance Theory**"
 | 1. means the theory as to how individuals with a previous pattern of offending come to abstain from crime.
 |
| 1. "**Directory of Services**"
 | 1. means the list of Services provided by the Supplier to which the Responsible Officer will be able to refer Service Users
 |
| 1. "**Disaster**"
 | 1. means the occurrence of one (1) or more events which, either separately or cumulatively, mean that the Services, or a material part of the Services will be unavailable for a period of 24 hours or which is reasonably anticipated will mean that the Services or a material part of the Services will be unavailable for that period
 |
| 1. "**Disaster Recovery Plan**"
 | 1. has the meaning given in Paragraph 1.3.1(c) of Part 1 of Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning*)
 |
| 1. "**Disaster Recovery Services**"
 | 1. means the services embodied in the processes and procedures for restoring the Services following the occurrence of a Disaster
 |
| 1. "**Disaster Recovery System**"
 | 1. mean the system identified by the Supplier in the Supplier Solution which shall be used for the purpose of delivering the Disaster Recovery Services
 |
| 1. "**Disclosing Party**"
 | 1. has the meaning given in Clause 24.1
 |
| 1. "**Disclosing Party Group**"
 | 1. means:-
	1. where the Disclosing Party is the Supplier, the Supplier and any Affiliates of the Supplier and
	2. where the Disclosing Party is the Authority or the Customer, the Authority or the Customer (as appropriate) and any Wider Public Sector Body with which the Authority, the Customer or the Supplier interacts in connection with this Framework Agreement or any Call‑Off Contract
 |
| 1. "**Dispute**"
 | 1. means any dispute, difference or question of interpretation arising out of or in connection with this Framework Agreement or any Call‑Off Contract, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Framework Agreement or a Call‑Off Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure
 |
| 1. "**Dispute Notice**"
 | 1. means a written notice served by one (1) Party on the other stating that the Party serving the notice believes that there is a Dispute
 |
| 1. "**Dispute Resolution Procedure**"
 | 1. means the dispute resolution procedure set out in Schedule 8.3 (*Dispute Resolution Procedure*)
 |
| 1. "**Documentation**"
 | 1. means descriptions of the Services and Framework Performance Indicators and/or Call‑Off Contract Performance Indicators, details of the Supplier System (including (i) vendors and versions for off‑the‑shelf components and (ii) source code and build information for proprietary components), relevant design and development information, technical specifications of all functionality including those not included in standard manuals (such as those that modify system performance and access levels), configuration details, test scripts, user manuals, operating manuals, process definitions and procedures, and all such other documentation as:-
	1. is required to be supplied by the Supplier to the Authority under this Framework Agreement or to the Customer under a Call‑Off Contract
	2. would reasonably be required by a competent third party capable of Market Practice contracted by the Authority or Customer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide Services
	3. is required by the Supplier in order to provide the Services and/or
	4. has been or shall be generated for the purpose of providing the Services
 |
| 1. "**Domestic Homicide Review**"
 | 1. has the meaning given to it in section 9 of the Domestic Violence, Crime and Victims Act 2004
 |
| 1. "**DOTAS**"
 | 1. means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992
 |
| 1. "**DPA**"
 | 1. means the Data Protection Act 2018
 |
| 1. "**Drug Rehabilitation Requirements**" **or** "**DRR**"
 | 1. means under section 209 of the Criminal Justice Act 2003 (amended under the Legal Aid, Sentencing and Punishment of Offenders Act 2012) a DRR comprising structured treatment and regular drug testing is available as sentencing option for the courts. A DRR can be made as part of a Community Order or a Suspended Sentence Order.
 |
| 1. "**Dual Diagnosis**"
 | 1. means when someone experiences a mental illness and a substance use disorder simultaneously
 |
| 1. "**Due Diligence Information**"
 | 1. means any information supplied to the Supplier by or on behalf of the Authority or any Customer prior to the Supplier Effective Date (in respect of the Framework Agreement) and prior to the Call‑Off Effective Date (in respect of any Call‑Off Contract)
 |
| 1. **"Education, Training and Employment Services" or "ETE Services"**
 | 1. means the Framework Service Category "Education, Training and Employment (Probation DF 0.2)" as set out in Schedule 2.1 (*Services Description*) and which shall apply and form the Services to a Call‑Off Contract when selected in such Call‑Off Contract and which shall be as more particularly set out in Schedule 2.1 (*Call-Off Services Description*)
 |
| 1. "**EIRs**"
 | 1. means the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Central Government Body in relation to such Regulations
 |
| 1. "**Emergency Exit**"
 | 1. means any termination of the Call‑Off Contract which is a:-
	1. termination of the whole or part of Call‑Off Contract in accordance with Clause 38, except where the period of notice given under that Clause is greater than or equal to six (6) months
	2. termination of the provision of the Services for any reason prior to the expiry of any period of notice of termination served pursuant to Clause 38 or
	3. wrongful termination or repudiation of the Call‑Off Contract by either Party
 |
| 1. "**Employee Liabilities**"
 | 1. means all claims, demands, actions, proceedings and any award of compensation, damages, tribunal awards, fine, loss, order, penalty, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equality and Human Rights Commission or any other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from any such investigation) legal costs and expenses are assessed on an indemnity basis
 |
| 1. "**Employer Contribution Rate**"
 | 1. has the meaning set out in the Relevant Staff Transfer Schedule
 |
| 1. "**Employer Pension Contributions"**
 | * + 1. means:
		2. in respect of CSPS Eligible Employees those costs identified within the CSPS Admission Agreement as:-
			1. employer contributions for the Partnership Pension Account
			2. the accruing superannuation liability charge ASCL, being the employer contributions for all other parts of the CSPS or
			3. flat charges applicable to the Partnership Pension Account of the CSPS Admission Agreement

but does not include any other costs or charges relating to benefits under or participation in the CSPS* + 1. in respect of LGPS Eligible Employees, those sums attributable to the following which are defined in the Relevant Staff Transfer Schedule:

the Employer Contribution Rate andthe Ill-Health Allowance (such Ill-Health Allowance can only be recovered at the rate in force at the Call-Off Commencement Date)but does not include any other costs or charges relating to benefits under or participation in the LGPS, or any element of Pension Related Discretionary Actions as defined in Part D Pensions, Annex D2: LGPS of the Relevant Staff Transfer Schedule* + 1. in respect of employees eligible to participate in the LGPS other than LGPS Eligible Employees, those sums notified to the Supplier as part of the Call-off Competition
		2. where in accordance with the Relevant Staff Transfer Schedule Part D Pensions, Paragraph 11, a broadly comparable pension scheme is established, in respect of Fair Deal Employees eligible to participate in such a scheme, employer pension contributions only; no amount in respect of either setting up such a schemes payroll costs or the Shortfall is recoverable
		3. in respect of Pension Protected Employees, those sums payable under the Relevant Staff Transfer Schedule Part D Pensions, Paragraph 12 (pension provisions for employees who are not Fair Deal Employees)
		4. in respect of a Transferring Former Supplier Employee who is neither a Fair Deal Employee nor a Pension Protected Employee, those employer pension contributions payable at the Call-Off Commencement Date arising from:

a contractual term of the relevant contract of employment orobligations under Part 1 of the Pensions Act 2008, the terms of which satisfy the conditions in section 258 of the Pensions Act 2004 and the Transfer of Employer (Pension Protection) Regulations 2005 (where applicable) and* + 1. in respect of an employee other than a Transferring Former Supplier Employee, those employer pension contributions payable at the Call-Off Effective Date arising from:

a contractual term of the relevant contract of employment orobligations under Part 1 of the Pensions Act 2008, the terms of which satisfy the conditions in section 258 of the Pensions Act 2004 and the Transfer of Employer (Pension Protection) Regulations 2005 (where applicable) |
| 1. "**Employment Costs Reduction**"
 | means, where the Actual TFSE Employment Costs are less than the Anticipated TFSE Employment Costs, the amount payable on an annual basis based on the difference between:(a) the Actual TFSE Employment Costs and(b) the Anticipated TFSE Employment Costsin respect of payments due under contracts of employment in respect of the following:1. annual salary
2. annual national insurance cost
3. Employer Pension Contributions
4. contractual allowances and other contractual employment benefits
5. which together shall be referred to as "**Direct Employment Costs**"
 |
| 1. "**Employment Costs Uplift**"
 | means, where the Actual TFSE Employment Costs are greater than the Anticipated TFSE Employment Costs, the amount payable on an annual basis based on the difference between:(a) the Actual TFSE Employment Costs and(b) the Anticipated TFSE Employment Costs in respect of Direct Employment Costs |
| 1. "**Employment Regulations**"
 | 1. means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the Acquired Rights Directive
 |
| 1. **"Emotional Wellbeing Services"**
 | 1. means the Framework Service Category "Emotional Wellbeing (Probation DF 0.7)" as set out in Schedule 2.1 (*Services Description*) and which shall apply and form the Services to a Call‑Off Contract when selected in such Call‑Off Contract and which shall be as more particularly set out in Schedule 2.1 (*Call-Off Services Description*)
 |
| 1. "**End of Service Report**"
 | 1. being the report prepared by the Supplier at the end of the Intervention to be provided to the Responsible Officer and which shall include, as a minimum, a review of the Activities completed and the Move On Steps
 |
| 1. "**Enforceable**"
 | 1. means a Session which the Responsible Officer instructs a Service User to attend as part of a Community Order, Licence or Post Sentence Supervision and which, if not complied with, renders the Service User liable for Warning, Breach Action or Recall as assessed appropriate by the Responsible Officer
 |
| 1. "**eSourcing System**"
 | 1. means the system (whether by way of an e-sourcing portal or otherwise) that the Authority and/or a Participating Body (as appropriate) administers from time to time for the purposes of the Authority and/or any Participating Body operating a Call-Off Competition in accordance with the Call-Off Procedure
 |
| 1. "**Estimated Year 1 Charges**"
 | 1. means the estimated Charges payable by the Customer during the first Call‑Off Contract Year, as set out in the Financial Model provided that:-
	1. where the Financial Model does not include a full twelve (12) months estimated charges this shall be pro rated up to reflect a full twelve (12) months based on the same volumes and
	2. where Unit Price is the Pricing Methodology the estimated Call‑Off Contract value set out in the Call‑Off Competition ITT shall be pro rated according to the Call‑Off Term to be the Estimated Year 1 Charges
 |
| 1. "**Euro Compliant**"
 | 1. means that: (i) the introduction of the euro within any part(s) of the UK shall not affect the performance or functionality of any relevant items nor cause such items to malfunction, end abruptly, provide invalid results or adversely affect the Authority's or a Customer's business (ii) all currency reliant and currency related functions (including all calculations concerning financial data) of any relevant items enable the introduction and operation of the euro and (iii) in particular each and every relevant item shall, to the extent it performs or relies upon currency related functions (including all calculations concerning financial data):-
	1. be able to perform all such functions in any number of currencies and/or in euros
	2. during any transition phase applicable to the relevant part(s) of the UK, be able to deal with multiple currencies and, in relation to the euro and the national currency of the relevant part(s) of the UK, dual denominations
	3. recognise accept, display and print all the euro currency symbols and alphanumeric codes which may be adopted by any government and other European Union body in relation to the euro
	4. incorporate protocols for dealing with rounding and currency conversion
	5. recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the national currency of the relevant part(s) of the UK and/or the euro and
	6. permit the input of data in euro and display an outcome in euro where such data, supporting the Authority's normal business practices, operates in euro and/or the national currency of the relevant part(s) of the UK
 |
| 1. "**European Standard**"
 | 1. means in relation to an electronic invoice the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870
 |
| 1. "**Exclusive Assets**"
 | 1. means those Assets used by the Supplier or a Key Sub‑contractor which are used exclusively in the provision of the Services
 |
| 1. "**Exclusion Ground Period**"
 | 1. means the period:-
	1. during which the Authority or Customer would be required to exclude the Supplier from participation in any procurement procedure by reason of the Supplier or any Relevant Exclusion Person having been convicted of an offence referred to in Regulation 57(1)(a) to (n) of the Public Contracts Regulations 2015 and/or
	2. during which the Authority or Customer would have the right to exclude the Supplier from participation in any procurement procedure by reason of the Supplier being (or continuing to be) or having been in one (1) (or more) of the situations specified in Regulation 57(8) of the Public Contracts Regulations 2015
2. in the cases of Exclusion Ground Periods established under paragraph  (a) or (b) above, taking into account any removal of such exclusion requirement or right by operation of the self‑cleaning mechanism specified in Regulation 57(13) of the Public Contracts Regulations 2015 in circumstances where the Authority or Customer considers self‑cleaning evidence provided by the Supplier or Relevant Exclusion Person (as the case may be) to be sufficient and/or
	1. of three (3) years starting from the date on which the Authority or Customer (as appropriate) became aware of a Relevant Exclusion Person being (or continuing to be) or having been in one (or more) of the situations specified in Regulation 57(8) of the Public Contracts Regulations 2015
3. in the cases of Exclusion Ground Periods established under paragraph (c) above, the period of three (3) years may be reduced to take account of the operation of the self‑cleaning mechanism carried out in accordance with Regulation 57(13) of the Public Contracts Regulations 2015 in circumstances where the Customer considers self‑cleaning evidence provided by the Supplier or Relevant Exclusion Person (as the case may be) to be sufficient
 |
| 1. "**Exit Day**"
 | 1. has the meaning in the European Union (Withdrawal) Act 2018
 |
| 1. "**Exit Information**"
 | 1. has the meaning given in Paragraph 3.1 of Schedule 8.5 (*Exit Management*)
 |
| 1. "**Exit Management**"
 | 1. means services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Supplier to the Authority, the Customer and/or a Replacement Supplier, as set out or referred to in Schedule 8.5 (*Exit Management*)
 |
| 1. "**Exit Manager**"
 | 1. means the person appointed by each Party pursuant to Paragraph 2.3 of Schedule 8.5 (*Exit Management*) for managing the Parties' respective obligations under Schedule 8.5 (*Exit Management*)
 |
| 1. "**Exit Plan**"
 | 1. means the plan produced and updated by the Supplier during the Call‑Off Term in accordance with Paragraph 4 of Schedule 8.5 (*Exit Management*)
 |
| 1. "**Expedited Dispute Timetable**"
 | 1. means the reduced timetable for the resolution of Disputes set out in Paragraph 3 of Schedule 8.3 (*Dispute Resolution Procedure*)
 |
| 1. "**Expert**"
 | 1. means in relation to a Dispute, a person appointed in accordance with Paragraph 6.2 of Schedule 8.3 (*Dispute Resolution Procedure*) to act as an expert in relation to that Dispute
 |
| 1. "**Expert Determination**"
 | 1. means a determination by an Expert in accordance with Paragraph 6 of Schedule 8.3 (*Dispute Resolution Procedure*)
 |
| 1. "**Extension Period**"
 | 1. means a period of twelve (12) months from the end of the Initial Term or an Extension Period (as applicable)
 |
| 1. "**Fair Deal Employee**"
 | 1. has the meaning set out in the Relevant Staff Transfer Schedule
 |
| 1. **"Family and Significant Others"**
 | 1. means the Framework Service Category "Family & Significant Others (Probation DF 0.5)" as set out in Schedule 2.1 (*Services Description*) and which shall apply and form the Services to a Call‑Off Contract when selected in such Call‑Off Contract and which shall be as more particularly set out in Schedule 2.1 (*Call-Off Services Description*)
 |
| 1. "**Fast‑track Change**"
 | 1. means any Contract Change which the Parties agree to expedite in accordance with Paragraph 8 of Schedule 8.2 (*Change Control Procedure*)
 |
| 1. "**FDE Group**"
 | 1. means, for the relevant Call‑off Contract, the Supplier, the Guarantor (if any) and Key Sub‑contractors (if any)
 |
| 1. "**Female Service User**"
 | 1. means a Service User who is female which shall include those Service Users who express a **consistent** desire to live **permanently** in the female gender
 |
| 1. "**Final Session**"
 | 1. means the last planned Session that a Service User will attend face to face with the Supplier to complete the Intervention and as set out in the Service User Action Plan
 |
| 1. **"Finance, Benefits and Debt Services"**
 | 1. means the Framework Service Category "Finance, Benefits and Debt (Probation DF 0.3)" as set out in Schedule 2.1 (*Services Description*) and which shall apply and form the Services to a Call‑Off Contract when selected in such Call‑Off Contract and which shall be as more particularly set out in Schedule 2.1 (*Call-Off Services Description*)
 |
| 1. "**Financial Distress Event**"
 | 1. means the occurrence of one or more of the events listed in Paragraph 4.1 of Schedule 7.4 (*Financial Distress*)
 |
| 1. "**Financial Distress Remediation Plan**"
 | 1. means a plan setting out how the Supplier will ensure the continued performance and delivery of the Services in accordance with Framework Agreement and the applicable Call‑Off Contract in the event that a Financial Distress Event occurs
 |
| 1. "**Financial Indicators**"
 | 1. means in respect of each member of the FDE Group each of the financial indicators set out in Paragraph 6.1 of Schedule 7.4 (*Financial Distress*)
 |
| 1. "**Financial Model**"
 | 1. means the financial model based on the Supplier's financial response to a Call‑Off Competition under the Call‑Off Procedure detailing the Charges for the Call‑Off Contract as set out in Annex 1 to Schedule 7.1 (*Call‑Off Charges and Invoicing*) of the relevant Call‑Off Contract
 |
| 1. "**Financial Representative**"
 | 1. a reasonably skilled and experienced member of the Supplier's staff who has specific responsibility for preparing, maintaining, facilitating access to, discussing and explaining the Open Book Data and the Reports
 |
| 1. "**Financial Target Thresholds**"
 | 1. means the target thresholds (which shall be to achieve at least amber for each Financial Indicator) for each of the Financial Indicators as set out in Paragraph 6.1 of Schedule 7.4 (*Financial Distress*)
 |
| 1. "**Fixed Charges**"
 | 1. means the fixed Charges payable for those Services which are calculated using a Fixed Price Pricing Methodology as set out in Schedule 7.1 (*Call‑Off Charges and Invoicing*) of the relevant Call‑Off Contract as determined in accordance with Schedule 7.1 (*Charges and Invoicing*) of the Framework Agreement
 |
| 1. "**Fixed Price**"
 | 1. means the fixed price Pricing Methodology for the Services as such Pricing Methodology may be applicable to a Call‑Off Contract and as shall be determined in accordance with Schedule 7.1 (*Charges and Invoicing*) of the Framework Agreement
 |
| 1. "**Fixed Price by Volume Band**"
 | 1. means the fixed price by volume band Pricing Methodology which shall be based on the relevant Volume Bands for the Services as such Pricing Methodology may be applicable to a Call‑Off Contract and as shall be determined in accordance with Schedule 7.1 (*Charges and Invoicing*) of the Framework Agreement
 |
| 1. "**Floating Support Scheme**"
 | 1. means individually‑tailored support to enable a Service User to sustain their accommodation by giving practical help or building skills
 |
| 1. "**FOIA**"
 | 1. means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant Central Government Body in relation to such Act
 |
| 1. "**Force Majeure Event**"
 | 1. means any event outside the reasonable control of either Party affecting its performance of its obligations under the Framework Agreement or Call‑Off Contract (as appropriate) arising from acts, events, omissions, happenings or non‑happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel or any other failure in the Supplier's or a Sub‑contractor's supply chain
 |
| 1. "**Force Majeure Notice**"
 | 1. means 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
 |
| 1. "**Forecasted Volume**"
 | 1. means the volume of Services as forecasted by the Customer in accordance with the provisions applicable to the Fixed Price by Volume Bands Pricing Methodology
 |
| 1. **"Foreign National"**
 | 1. means any person who is neither a UK citizen nor a permanent UK resident
 |
| 1. "**Former Authority Supplier**"
 | 1. has the meaning set out in the Relevant Staff Transfer Schedule
 |
| 1. "**Former Supplier**"
 | 1. has the meaning set out in the Relevant Staff Transfer Schedule
 |
| 1. "**Four Stage Procurement Route**"
 | 1. means the procurement route as set out in Paragraph 6 of Schedule 5 (*Call-Off Procedure*), consisting of further qualification, invitation to tender, clarifications and best and final offer stages
 |
| 1. "**Framework Agreement**"
 | 1. means the Framework Agreement Terms and the Data Sheet
 |
| 1. "**Framework Agreement Terms**"
 | 1. means this set of terms and conditions together with any Schedules and annexes thereto
 |
| 1. "**Framework Effective Date**"
 | 1. means the date of publication of the Contract Notice on OJEU
 |
| 1. "**Framework Performance Indicators**"
 | 1. means the performance indicators applicable to the Services as set out in Schedule 2.2 (*Performance Levels*) and which shall apply to a Call‑Off Contract when selected in such Call‑Off Contract as a Call‑Off Contract Performance Indicator
 |
| 1. "**Framework Requirements**"
 | 1. means the requirements as set out in Schedule 2.1 (*Services Description*) Schedule 2.2 (*Performance Levels*) Schedule 2.3 (*Standards*) Schedule 2.4 (*Security Management*) Schedule 2.5 (*Insurance*) Schedule 7.5 (*Reports Records and Audit Rights*) Schedule 8.5 (*Exit Management*) Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning*) of this Framework Agreement
 |
| 1. **"Framework Service Categories"**
 | 1. means each of the Service Categories being Accommodation Services, Education, Training and Employment (ETE), Finance, Benefits and Debt Services, Emotional Wellbeing Services, Family and Significant Others Services, Lifestyle and Associates Services, Social Inclusion Services, Dependency and Recovery Services, Cognitive and Behavioural Change Services, Women's Specific Services, Young Adults Specific Services, BAME Specific Services, Restorative Justice Services and Service User Intervention Services and which shall apply to a Call‑Off Contract when selected in such Call‑Off Contract
 |
| 1. "**Framework Term**"
 | 1. means the period commencing on the Framework Effective Date and ending on the expiry of the Initial Term or any Extension Period or on earlier termination of this Framework Agreement
 |
| 1. "**Framework Termination Event**"
 | 1. means:-
	1. the Supplier committing a material Default of the Framework Agreement which is irremediable
	2. the Supplier committing a material Default of the Framework Agreement which is capable of remedy and is not remedied by the Supplier within 30 days of receiving notice from the Authority of the Default
	3. a Supplier Termination Event arising under any Call‑Off Contract entered into by any Customer (whether or not such Customer exercises its right to terminate such Call‑Off Contract) under paragraph  (f)(iv), (g), (h), (j), (l), (m), (o) or (p) of the definition of a Supplier Termination Event or
	4. the Authority has become aware that the Supplier should have been excluded under regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Framework Agreement
 |
| 1. "**Framework Year**"
 | 1. means each period of twelve (12) Months from the Framework Effective Date provided that the final Framework Year shall end on the expiry or termination of the Framework Term and references to Framework Year only shall be to any Framework Year (as applicable)
 |
| 1. "**Further Qualification**"
 | 1. means the stage of a Call-Off Competition under which the Supplier is required to qualify for the Call-Off Competition as further detailed in the Call-Off Invitation to Tender
 |
| 1. "**GDPR**"
 | 1. means the General Data Protection Regulation (EU) 2016/679
 |
| 1. "**General Anti-Abuse Rule**"
 | 1. means:-
	1. the legislation in Part 5 of the Finance Act 2013 and
	2. any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions
 |
| 1. "**General Change in Law**"
 | 1. means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply
 |
| 1. "**General Requirements**"
 | 1. means the General Requirements as set out in Part B of Schedule 2.1 (*Call‑Off Services Description*)
 |
| 1. "**Geographical Location**"
 | 1. means the geographical locations set out in Part C of Schedule 2.1 (*Services Description*)
 |
| 1. "**Good Industry Practice**"
 | 1. means:-
	1. compliance by the Supplier in full with all applicable Laws and contractual obligations
	2. compliance with the Probation Instructions and any associated guidance issued by the Customer from time to time and/or evidence based practice and
	3. where appropriate in the circumstances, the exercise of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected of a skilled and experienced operator of services similar to the Services in similar circumstances
2. to the extent the particular circumstances are not covered by any of the above, taking actions that are reasonable in the relevant circumstances taking into account all relevant information available to the Supplier and the Customer's objectives as notified to the Supplier by the Customer from time to time
 |
| 1. "**Group Structure Information and Resolution Commentary**"
 | 1. means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 to 4 and Appendix I of Part 2 of Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning*)
 |
| 1. "**Guarantee**"
 | 1. means, where a guarantee is required in the Call‑Off Order Form, the deed of guarantee in favour of the Customer entered into by the Guarantor on or about the Call‑Off Effective Date of the relevant Call‑Off Contract which is in the form set out in Schedule 12 (*Guarantee*) or any guarantee acceptable to the Customer that replaces it from time to time
 |
| 1. "**Guarantor**"
 | 1. shall have the meaning set out in the Call‑Off Order Form
 |
| 1. "**Halifax Abuse Principle**"
 | 1. means the principle explained in the CJEU Case C‑255/02 Halifax and others
 |
| 1. "**Headcount Cost Uplift**"
 | means (a) where the Actual Transferred Headcount is greater than the Anticipated Transferring Employees Headcount; or (b) the identity of any of the Transferring Former Supplier Employees included in the Actual Transferred Headcount is different to the identity of the Transferring Former Supplier Employees included in the Anticipated Transferring Employee's Headcount, the amount payable on an annual basis based on the difference between:* + - 1. the actual costs of employing the Transferring Former Supplier Employee/s who were not included in the Anticipated Transferring Employees Headcount and
			2. the nominal costs included in the Supplier's Financial Model within its Tender Response for the corresponding employee/s (that is not a Transferring Former Supplier Employee) that will no longer be needed to provide the Services under the Call-Off Contract as such role will be fulfilled by the additional Transferring Former Supplier Employee/s or the cost of any Transferring Former Supplier Employee who was included in the Anticipated Transferring Employees Headcount but who did not actually transfer, whichever is higher
1. in respect of Direct Employment Costs
 |
| 1. "**Headcount Cost Reduction**"
 | means, (a) where the Actual Transferred Headcount is less than the Anticipated Transferring Headcount; or (b) the identity of any of the Transferring Former Supplier Employees included in the Actual Transferred Headcount is different to the identity of the Transferring Former Supplier Employees included in the Anticipated Transferring Employee's Headcount, the amount payable on an annual basis based on the difference between the: * + - 1. the anticipated costs of employing the Transferring Former Supplier Employee/s identified in the Anticipated Transferring Employees Headcount who did not transfer and
			2. the nominal costs included in the Supplier's Financial Model within its Tender Response for the relevant corresponding grade of employee/s (that is not a Transferring Former Supplier Employee) that will be needed to provide the Services under the Call-Off Contract instead of the Transferring Former Supplier Employee/s who did not transfer or the cost of any Transferring Former Supplier Employee who was not included in the Anticipated Transferring Employees Headcount but who did actually transfer, whichever is higher
1. in respect of Direct Employment Costs
 |
| 1. "**Health and Safety Policy**"
 | 1. means the health and safety policy of the Customer and/or other relevant Wider Public Sector Body as provided to the Supplier on or before the Call‑Off Effective Date and as subsequently provided to the Supplier from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety
 |
| 1. "**HMRC**"
 | 1. means HM Revenue & Customs
 |
| 1. "**Ill-Health Allowance**"
 | 1. has the meaning set out in the Relevant Staff Transfer Schedule
 |
| 1. "**Impact Assessment**"
 | 1. means an assessment of a Change Request in accordance with Paragraph 5 of Schedule 8.2 (*Change Control Procedure*)
 |
| 1. "**Impact Assessment Estimate**"
 | 1. has the meaning given in Paragraph 4.3 of Schedule 8.2 (*Change Control Procedure*)
 |
| 1. "**Implementation Period**"
 | 1. means in respect of a Call‑Off Contract, the period as set out in the Implementation Plan up to, but not including, the Call‑Off Commencement Date
 |
| 1. "**Implementation Plan**"
 | 1. means the implementation plan set out in (and updated in accordance with) Schedule 6.1 (*Call‑Off Implementation*) of the Call‑Off Contract
 |
| 1. "**Implementation Services**"
 | 1. means in respect of a Call‑Off Contract the services to be provided by the Supplier during the Implementation Period as set out in the Implementation Plan
 |
| 1. "**Improvement Notice**"
 | 1. has the meaning given in Clause 31.14
 |
| 1. "**Improvement Plan Failure**"
 | 1. means:-
	1. the Supplier failing to submit an Improvement Plan to the Customer in accordance with Clause 31
	2. the Customer, acting reasonably, rejecting a revised draft of the Improvement Plan submitted by the Supplier pursuant to Clause 31.4
	3. where the remedial actions required under an Improvement Plan are carried out and completed but do not succeed in rectifying the circumstances which have resulted in the relevant Improvement Plan Trigger or other event giving rise to the Improvement Plan or in achieving a permanent resolution of such underperformance and preventing its re‑occurrence in accordance with Clause 31.10 or
	4. if the Supplier fails to complete the remedial actions in an Improvement Plan by the relevant date specified in the plan or to the Customer's audit standards in accordance with Clause 31.11
 |
| 1. "**Improvement Plan**"
 | 1. has the meaning given in Clause 31.2
 |
| 1. "**Improvement Plan Process**"
 | 1. means the process set out in Clauses 31.1 to 31.16
 |
| 1. "**Improvement Plan Trigger**"
 | 1. means the Supplier's performance in respect of any Call‑Off Contract Performance Indicator is below the 'Trigger Level' for any Call‑Off Contract Performance Indicator as set out in Appendix 1 of Schedule 2.2 (*Call‑Off Performance Levels*)
 |
| 1. "**Incident Report**"
 | 1. means the report to be provided by the Supplier to the Customer in accordance with Schedule 2.4 (*Information Security and Assurance*)
 |
| 1. "**Indemnified Person**"
 | 1. means the Authority or Participating Body and each and every person to whom the Authority or Participating Body (or any direct or indirect sub‑licensee of the Authority or Participating Body) sublicenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with this Framework Agreement or any Call‑Off Contract
 |
| 1. "**Independent Control**"
 | 1. means where a Controller has provided Personal Data to another Party which is neither a Processor or Joint Controller because the recipient itself determines the purposes and means of processing but does so separately from the Controller providing it with Personal Data
 |
| 1. "**Indexation**" **and** "**Index**"
 | 1. means the adjustment of an amount or sum in accordance with Paragraph 11 of Schedule 7.1 (*Charges and Invoicing*)
 |
| 1. "**Information**"
 | 1. means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine readable medium (including CDROM, magnetic and digital form)
 |
| 1. "**Information Security Management Plan**"
 | 1. means the Supplier's security plan as submitted by the Supplier to, the Customer pursuant to Paragraph 3.2.1(d), 3.3.1(b)(iv), 3.4.1(b)(iv), 3.5.1(d) or 3.6.5 of Schedule 2.4 (*Information Security and Assurance*) and as subsequently developed and revised pursuant to the remaining provisions of such Schedule
 |
| 1. "**Initial Term**"
 | 1. means the period of seven (7) years from and including the Framework Effective Date
 |
| 1. "**Insolvency Continuity Plan**"
 | 1. has the meaning given in Paragraph 1.3.1(d) of Part 1 of Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning*)
 |
| 1. "**Insolvency Event**"
 | 1. means:-
	1. the other Party suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or:-
		1. (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986
		2. (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986 or
		3. (being any other entity), the value of its assets it less than its liabilities (taking into account contingent and prospective liabilities)
	2. the other Party commences negotiations with one (1) or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one (1) or more of its creditors or takes any step to obtain a moratorium pursuant to section 1A and schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that other Party with one (1) or more other companies or the solvent reconstruction of that other Party
	3. a person becomes entitled to appoint a receiver over the assets of the other Party or a receiver is appointed over the assets of the other Party
	4. a creditor or encumbrancer of the other Party attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of the other Party's assets and such attachment or process is not discharged within fourteen (14) days
	5. the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business
	6. a moratorium is declared is respect of any indebtedness of the other Party
	7. a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other Party other than for the sole purpose of a scheme for a solvent amalgamation of that other Party with one (1) or more other companies or the solvent reconstruction of that other Party
	8. an application is made to court, or an order is made or other legal process or step is taken for the appointment of an administrator, receiver, administrative receiver, compulsory manager or other similar officer, or if a notice of intention to appoint an administrator is filed at Court or given or if an administrator is appointed, over the other Party
	9. (being a company or a LLP) the holder of a qualifying floating charge over the assets of that other Party has become entitled to appoint or has appointed an administrative receiver or
	10. (being a partnership) the holder of an agricultural floating charge over the assets of that other Party has become entitled to appoint or has appointed an agricultural receiver or
	11. any corporate action, legal proceedings or other procedure or step is taken in relation to the suspension of payments, winding‑up, dissolution, administration or re-organisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the borrower
	12. a composition, compromise, assignment or arrangement with any creditor of the other Party
	13. in respect of a registered charity, an appointment is made by the Charity Commission of an Interim Manager under the Charities Act 2011 and
	14. any event occurs, or proceeding is taken, with respect to the other Party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above
 |
| 1. "**Insurances**"
 | 1. has the meaning given in Schedule 2.5 (*Insurance Requirements*)
 |
| 1. "**Intellectual Property Rights**" **or** "**IPRs**"
 | 1. means 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 names, designs, Know‑How, trade secrets and other rights in Confidential Information:-
	1. 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
	2. all other rights having equivalent or similar effect in any country or jurisdiction
 |
| 1. "**Intervention**"
 | 1. means the package of Activities and Sessions delivered to a Service User to achieve the Agreed Outcomes pursuant to its Service User Action Plan and shall commence on the Intervention Commencement Appointment and end on completion of those actions in accordance with Schedule 2.1 (Call-Off Services Description)
 |
| 1. "**Intervention Appointment**"
 | 1. means a Session undertaken with a Service User as set out in the Service User Action Plan
 |
| 1. "**Intervention Commencement Appointment**"
 | 1. means the first Session undertaken with the Service User following the Supplier Assessment Appointment as set out in the Service User Action Plan
 |
| 1. "**Intervention Trigger Event**"
 | 1. means:-
	1. any event falling within paragraph (a), (b), (c), (e), (f) or (g) of the definition of a Supplier Termination Event
	2. a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services
	3. an Improvement Plan Trigger occurs in respect in respect of 75% of the Call‑Off Contract Performance Indicators under a Call‑Off Contract in any Measurement Period
	4. an Improvement Plan Trigger occurs in respect of a Call‑Off Contract Performance Indicator for four (4) or more consecutive Measurement Periods under a Call‑Off Contract
	5. the Supplier not Achieving a Key Milestone within 75 days of its relevant Milestone Date or not achieving a Milestone that results in a delay to the Call‑Off Commencement Date and
	6. any Rectification Plan Failure
 |
| 1. "**IPRs and Software Materials**"
 | 1. means the documentation and/or materials embodying and/or documenting the Relevant IPRs, including:-
	1. all Deliverables in written or tangible form
	2. the Object Code of all Software
	3. the Source Code of Project Specific Software and Dependent Supplier IPRs and Software
	4. the Software Supporting Materials and
	5. Documentation for all Software
2. any update, upgrade, modification or enhancement to any of the above
 |
| 1. "**IPRs Claim**"
 | 1. means any actual or threatened claim against any Indemnified Person that the use and/or exploitation of any of the Relevant IPRs and/or IPRs Documentation in accordance with the terms of this Framework Agreement and/or any Call‑Off Contract infringes the IPRs of any third party (including the defence of such claim of infringement or alleged infringement)
 |
| 1. "**IT**"
 | 1. means information and communications technology
 |
| 1. "**IT Environment**"
 | 1. means the Customer Approved System and the Supplier System
 |
| 1. "**ITEPA**"
 | 1. means the Income Tax (Earnings and Pensions) Act 2003
 |
| 1. "**ITP**"
 | 1. means the means the Authority's invitation to participate in this Framework Agreement
 |
| 1. "**ITT Template**"
 | 1. means the template initiation to tender for a Call-Off Competition as set out in Annex 2 to Schedule 5 (*Call-Off Procedure*)
 |
| 1. "**Joint Controllers**"
 | 1. means where two (2) or more Controllers jointly determine the purposes and means of processing
 |
| 1. "**Key Milestone**"
 | 1. means those Milestones identified as key in the Implementation Plan
 |
| 1. "**Key Personnel**"
 | 1. means those persons appointed by the Supplier to fulfil the Key Roles, being the persons listed in Schedule 9.2 (*Call‑Off Key Personnel*) against each Key Role as at the Call‑Off Effective Date or as amended from time to time in accordance with Clauses 16.9 and 16.10
 |
| 1. "**Key Roles**"
 | 1. means a role described as a Key Role in Schedule 9.2 (*Call‑Off Key Personnel*) and any additional roles added from time to time in accordance with Clause 16.9
 |
| 1. "**Key Sub‑contract**"
 | 1. means each Sub‑contract with a Key Sub‑contractor
 |
| 1. "**Key Sub‑contractor**"
 | 1. means any Sub‑contractor:-
	1. which, in the opinion of the Customer, performs (or would perform if appointed) a key role in the provision of any Services that are considered to be Service User facing
	2. where, in the opinion of the Customer and in the case of any services that are currently being performed, it would be detrimental to the delivery of the Services for such services to cease to be performed by such Sub‑contractor and/or
	3. which, is designated as a Key Sub‑contractor in the Supplier's Tender Response submitted as part of the relevant Call‑Off Competition
 |
| 1. "**Know-How**"
 | 1. means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the Services but excluding know how already in the other Party's possession before the Supplier Effective Date
 |
| 1. "**Law**"
 | 1. means any law, statute, 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, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply
 |
| 1. "**Learning Difficulties**"
 | 1. means where individuals have specific learning difficulties, such as dyslexia, but who do not have a significant general impairment of intelligence
 |
| 1. "**Learning Disabilities**"
 | 1. means a significantly reduced ability to understand new or complex information and to learn new skills; and/or a reduced ability to cope independently; and/or an impairment that started before adulthood, with a lasting effect on development
 |
| 1. "**LED**"
 | 1. means Law Enforcement Directive (*Directive (EU) 2016/680*)
 |
| 1. "**LGPS**"
 | 1. has the meaning set out in the Relevant Staff Transfer Schedule
 |
| 1. "**LGPS Eligible Employees**"
 | 1. has the meaning set out in the Relevant Staff Transfer Schedule
 |
| 1. "**Licensed Software**"
 | 1. means all and any Software licensed by or through the Supplier, its Sub‑contractors or any third party to the Authority for the purposes of or pursuant to this Framework Agreement or to the Customer for the purposes or pursuant to a Call‑Off Contract, including any Supplier Software, Third Party Software and/or any Project Specific Software
 |
| 1. "**Licence**"
 | 1. relates to all those released from custody from a sentence of more than one (1) day are subject to a licence period during which they are subject to Licence Conditions. Licence conditions are the set of rules a Service User must follow when they are released on Licence where there is still a part of their sentence to serve in the community. Failure to comply with the Licence conditions means that a Service User is liable to enforcement action, which may lead to their Licence being revoked, at which point they will be returned directly to prison. (Section 1 Offender Rehabilitation Act 2014) (PSI 12/2015)
 |
| 1. **"Licence Expiry Date"**
 | 1. means the date at which supervision by the NPS ends and is contained within the post-release Licence
 |
| 1. **"Lifestyle and Associates Services"**
 | 1. means the Framework Service Category "Lifestyle & Associates (Probation DF 0.6)" as set out in Schedule 2.1 (*Services Description*) and which shall apply and form the Services to a Call‑Off Contract when selected in such Call‑Off Contract and which shall be as more particularly set out in Schedule 2.1 (*Call-Off Services Description*)
 |
| 1. "**Local Referral Pathways**"
 | 1. means locally‑agreed routes to enable a Service Users to access Services provided by statutory/ non‑statutory partners
 |
| 1. "**Losses**"
 | 1. means losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise
 |
| 1. **"Male Service User"**
 | 1. means a Service User who is male which shall include those Service Users who express a consistent desire to live permanently in the male gender
 |
| 1. "**Malicious Software**"
 | 1. means 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
 |
| 1. "**Management Accounts**"
 | 1. means the management accounts report to be provided by the Supplier to the Customer pursuant to Schedule 7.5 (*Call‑Off Reports, Records and Audit Rights*)
 |
| 1. "**Management Information**"
 | 1. means the management information to be provided by the Supplier to the Customer as specified in Schedule 2.2 (*Performance Levels*), Schedule 7.1 (*Charges and Invoicing*), Schedule 7.4 (*Financial Distress*), Schedule 8.1 (*Governance*) and Schedule 7.5 (*Reports, Records and Audit Rights*)
 |
| 1. "**Mandatory Prison Service Instruction**"
 | 1. means a Prison Service Instruction which is marked as mandatory
 |
| 1. "**Mandatory Probation Instruction**"
 | 1. means a Probation Instruction which is marked as mandatory
 |
| 1. **"Mandatory Requirements"**
 | 1. means those mandatory requirements as set out in Part A of Schedule 2.1 (*Services Description*) as may be amended pursuant to the terms of the Call‑Off Contract within Schedule 2.1 (*Call‑Off Services Description*)
 |
| 1. "**Market Practice**"
 | 1. means at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of services similar to the Services to a customer like the Customer, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws
 |
| 1. "**Material PI Failure**"
 | 1. means:-
	1. an Improvement Plan Trigger occurs in respect of a Service Level for three (3) or more Measurement Periods out of any four (4) rolling Measurement Periods under a Call‑Off Contract
	2. an Improvement Plan Trigger occurs in respect of a Quality Measure for two (2) or more Measurement Periods out of any three (3) rolling Measurement Periods under a Call‑Off Contract and
	3. a failure by the Supplier to meet the Improvement Plan Trigger in respect of two (2) or more Call‑Off Contract Performance Indicators in any Measurement Period under a Call‑Off Contract
 |
| 1. "**Maximum Retained Amount**"
 | 1. means:-
	1. in Call‑Off Contact Year One an amount equal to the Maximum Retained Percentage of the Estimated Year 1 Charges for the relevant Call‑Off Contract and
	2. in subsequent Call‑Off Contract Years an amount equal to the Maximum Retained Percentage of the Charges paid and/or due to be paid to the Supplier under the relevant Call‑Off Contract in such Call‑Off Contract Year
 |
| 1. "**Maximum Retained Percentage**"
 | 1. means the lower of:-
	1. 10% or
	2. the amount set out in Schedule 7.1 (*Call‑Off Charges and Invoicing*)
 |
| 1. "**Measurement Period**"
 | 1. means in relation to a each Call‑Off Contract Performance Indicator, the period over which the Supplier's performance is measured as set out in Appendix 1 of Schedule 2.2 (*Call‑Off Performance Levels*) for each Call‑Off Contract Performance Indicator
 |
| 1. "**Mediation Notice**"
 | 1. has the meaning given in Paragraph 4.2 of Schedule 8.3 (*Dispute Resolution Procedure*)
 |
| 1. "**Mediator**"
 | 1. means the independent third party appointed in accordance with Paragraph 5.2 of Schedule 8.3 (*Dispute Resolution Procedure*) to mediate a Dispute
 |
| 1. "**Mental Health Treatment Requirements**"or"**MHTRS**"
 | 1. has the meaning given under section 207 of the Criminal Justice Act 2003. A MHTR is available to the courts as a sentencing option for offences committed on or after 4 April 2005. The requirement directs an offender to undergo mental health treatment as part of a community sentence of suspended sentence order
 |
| 1. "**Mentor**"
 | 1. means the Supplier Personnel or volunteer who delivers Mentoring Activities to a Service User
 |
| 1. "**Mentoring**"
 | 1. means a time bound relationship to support the development of community ties and provide support though the transition from prison to the community
 |
| 1. "**Milestone**"
 | 1. means an event or task described in the Implementation Plan which, if applicable, shall be completed by the relevant Milestone Date
 |
| 1. "**Milestone Achievement Certificate**"
 | 1. means the certificate to be granted by the Customer when the Supplier has Achieved a Milestone in accordance with the provisions of Schedule 6.1 (*Call‑Off Implementation*)
 |
| 1. "**Milestone Achievement Retention Percentage**"
 | 1. means the percentage of the monthly Milestone Charges which shall be set out in the Schedule 7.1 (*Call-Off Charges and Invoices*) that could be held in reserve until Achievement of the Milestone in accordance with the Schedule 6.1 (*Call‑Off Implementation*)
 |
| 1. "**Milestone Date**"
 | 1. means the date by which the relevant Milestone must be achieved as set out in Schedule 6.1 (*Call‑Off Implementation*) of the Call‑Off Contract
 |
| 1. "**Move on Steps**"
 | 1. means those actions or activities that are planned or recommended to take place on completion of the Intervention. Such actions or activities could be undertaken by the Service User themselves, the Responsible Officer and/ or by another agency
 |
| 1. **"Multi-Agency Partnership Meeting"**
 | 1. means meeting attended by a variety of agencies working in partnership with the NPS to manage a Service User's Risk of Serious Harm
 |
| 1. "**Multi‑Party Dispute**"
 | 1. means a Dispute which involves the Parties and one (1) or more Ancillary Third Parties
 |
| 1. "**Multi‑Party Dispute Representatives**"
 | 1. has the meaning given in Paragraph 9.6 of Schedule 8.3 (*Dispute Resolution Procedure*)
 |
| 1. "**Multi‑Party Dispute Resolution Board**"
 | 1. has the meaning given in Paragraph 9.6 of Schedule 8.3 (*Dispute Resolution Procedure*)
 |
| 1. "**Multi‑Party Dispute Resolution Procedure**"
 | 1. has the meaning given in Paragraph 9.1 of Schedule 8.3 (*Dispute Resolution Procedure*)
 |
| 1. "**Multi‑Party Procedure Initiation Notice**"
 | 1. has the meaning given in Paragraph 9.2 of Schedule 8.3 (*Dispute Resolution Procedure*)
 |
| 1. "**Negative Outcome**"
 | 1. means the period of a Community Order, Suspended Sentence Order, or Licence and Post Sentence Supervision Period has expired without the Service User being offered a Supplier Assessment Appointing within ten (10) Working Days of referral or having attended the Intervention Commencement Appointment, or there being a Neutral Outcome for that Service User
 |
| 1. "**Net Book Value**"
 | 1. means the net book value of the relevant Asset(s) calculated in accordance with the depreciation policy of the Supplier set out in the letter in the agreed form from the Supplier to the Customer on or around the same date as the Call‑Off Contract
 |
| 1. "**Neutral Outcome**"
 | 1. means for each Service User:-
	1. that Service User's Community Order is revoked as a result of a breach of the Community Order by that Service User or as a result of that Service User having been convicted of a further offence
	2. the original custodial sentence for that Service User is activated for either the original term or a lesser term as a result of that Service User being convicted of a further offence or a failure by that Service User to comply with the community requirements of its Suspended Sentence Order
	3. the death of that Service User
	4. that Service User transfers from the Supplier to an Other Supplier, a jurisdiction other than England and Wales, or leaves England and Wales after a resettlement request from the Service User is approved or that Service User has been deported from England and Wales and
	5. where the Service User is subject to a Community Order or Suspended Sentence Order, the order is revoked by the court as a result of a change in circumstances of that Service User (other than those changes in circumstances that would constitute a Negative Outcome)
2. or as further defined in the Technical Notes issued in accordance with Schedule 2.2 (*Performance Levels*)
 |
| 1. "**New Fair Deal**"
 | 1. has the meaning set out in the Relevant Staff Transfer Schedule
 |
| 1. "**New Releases**"
 | 1. means an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item
 |
| 1. "**NHS Pathways**"
 | 1. means routes to enable Service Users to access services provided by the NHS
 |
| 1. "**NICs**"
 | 1. means National Insurance Contributions
 |
| 1. "**Non‑Exclusive Assets**"
 | 1. means those Assets (if any) which are used by the Supplier or a Key Sub‑contractor in connection with the Services but which are also used by the Supplier or Key Sub‑contractor for other purposes of material value
 |
| 1. "**Non‑trivial Customer Base**"
 | 1. means a significant customer base with respect to the date of first release and the relevant market but excluding Affiliates and other entities related to the licensor
 |
| 1. "**Notifiable Default**"
 | 1. has the meaning given in Clause 32.2
 |
| 1. "**Notification**"
 | 1. means the process by which the Customer will inform the Supplier of Service Users who may require the Services to commence at a later date due to priority needs being addressed first
 |
| 1. "**Notified Sub‑contractor**"
 | 1. has the meaning set out in the Relevant Staff Transfer Schedule
 |
| 1. "**Object Code**"
 | 1. means software and/or data in machine‑readable, compiled object code form
 |
| 1. "**Occasion of Tax Non‑Compliance**"
 | 1. means:-
	1. any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:-
		1. a Relevant Tax Authority successfully challenging the Supplier under the General Anti‑Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti‑Abuse Rule or the Halifax Abuse Principle or
		2. the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime and/or
	2. any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Supplier Effective Date or relevant Call‑Off Effective Date (as appropriate) or to a civil penalty for fraud or evasion
 |
| 1. "**One Stage Procurement Route**"
 | 1. means the procurement route as set out in Paragraph 4 of Schedule 5 (*Call-Off Procedure*), consisting of only an invitation to tender stage
 |
| 1. "**Ongoing Support Plan**"
 | 1. means the plan in relation to ongoing support for each Service User which is prepared by the Supplier at the end of each Intervention and which shall as a minimum contain the Move On Steps
 |
| 1. "**Open Book Data**"
 | 1. means complete and accurate financial and non‑financial information which is sufficient to enable the Customer to verify the Charges already paid or payable and Charges forecast to be paid during the Call‑Off Term, including details and all assumptions relating to the following and where applicable to the Pricing Methodology selected for a Call‑Off Contract in accordance with Schedule 7.1 (*Call‑Off Charges and Invoicing*):-
	1. the Supplier's Costs broken down against each Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware and software
	2. operating expenditure relating to the provision of the Services including an analysis showing:-
		1. the unit costs and quantity of consumables and bought‑in services
		2. resources broken down into the number and grade/role of all Supplier Personnel (free of any contingency) together with a list of agreed rates against each manpower grade
		3. a list of costs underpinning those rates for each resource grade (setting out separately the costs for such rate and the Supplier's Profit included)
		4. overheads
		5. all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services
		6. the Supplier Profit/Surplus achieved over the Call‑Off Term and on an annual basis
		7. confirmation that all methods of Cost apportionment and overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier
		8. an explanation of the type and value of risk and contingencies associated with the provision of the Services, including the amount of money attributed to each risk and/or contingency and
		9. the actual Costs profile for each Service Period
 |
| 1. "**Open Source**"
 | 1. means computer Software that is released on the internet for use by any person, such release usually being made under a recognised open source licence and stating that it is released as open source
 |
| 1. "**Operating Environment**"
 | 1. means in each case the relevant Customer Approved System and the Sites
 |
| 1. "**Operational Change**"
 | 1. means any change in the Supplier's operational procedures which in all respects, when implemented:-
	1. will not affect the Charges and will not result in any other costs to the Authority or any Customer
	2. may change the way in which the Services are delivered but will not adversely affect the output of the Services or increase the risks in performing or receiving the Services
	3. will not adversely affect the interfaces or interoperability of the Services with any of the Authority's or any Customer's IT infrastructure and
	4. will not require a change to this Framework Agreement or any Call‑Off Contract
 |
| 1. "**Operational Services**"
 | 1. means the Services to be provided under a Call‑Off Contract including those required under Schedule 2.1 (*Services Description*) and Schedule 2.1 (*Call‑Off Services Description*) and Schedule 4.1 (*Supplier Solution*) but excluding the Implementation Services and Termination Services
 |
| 1. "**Ordinary Exit**"
 | 1. means any termination of the whole or part of the Call‑Off Contract which occurs pursuant to Clause 38 where the period of notice given by the Party serving notice to terminate pursuant to such Clause is greater than or equal to six (6) months or as a result of the expiry of the Call‑Off Term
 |
| 1. "**Originating Controller**"
 | 1. has the meaning given in Paragraph 3.3 of Schedule 10 (*Processing Personal Data*)
 |
| 1. "**Other Supplier**"
 | 1. means any supplier to the Authority or Customer (as appropriate) (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier should have been aware
 |
| 1. "**Outcomes**"
 | 1. means the intended outcomes for each Service Category and shall be those as set out in Schedule 2.1 (*Call-Off Services Description*)
 |
| 1. "**Parent Undertaking**"
 | 1. has the meaning given to it pursuant to section 1162 of the Companies Act 2006
 |
| 1. "**Partial Termination**"
 | 1. means the partial termination of or a Call‑Off Contract to the extent that it relates to the provision of any part of the Services as further provided for in Clause 38.4.2 or 38.5.2
 |
| 1. "**Participating Body**"
 | 1. shall have the meaning set out in ITP Part A
 |
| 1. "**Parties**"and"**Party**"
 | 1. means:‑
	1. in respect of the Framework Agreement, the meanings respectively given in the Data Sheet and
	2. in respect of each Call‑Off Contract, mean the Customer and the Supplier thereto
 |
| 1. "**Payment Audit Period**"
 | 1. means such period as the Customer notifies the Supplier of from time to time
 |
| 1. **"Pension Protected Employees"**
 | 1. has the meaning set out in the Relevant Staff Transfer Schedule
 |
| 1. "**Pensions Related Discretionary Actions**"
 | 1. has the meaning set out in the Relevant Staff Transfer Schedule
 |
| 1. "**Performance Data**"
 | 1. has the meaning set out in Paragraph 1 of Part 2 of Schedule 2.2 (*Performance Levels*)
 |
| 1. "**Performance Failure**"
 | 1. means a failure to meet the Target Performance Level in respect of a Call‑Off Contract Performance Indicator
 |
| 1. "**Performance Monitoring Report**"
 | 1. means the Supplier's report against the Call‑Off Contract Performance Indicators provided in accordance with Schedule 2.2 (*Performance Levels*) and Schedule 2.2 (*Call‑Off Performance Levels*)
 |
| 1. "**Performance Sample**"
 | 1. has the meaning given in Paragraph 3.2.1 of Part 2 of Schedule 2.2 (*Performance Levels*)
 |
| 1. "**Period Charges**"
 | 1. means the total aggregate Charges paid or payable by the Customer to the Supplier in accordance with the Call‑Off Contract for the relevant Measurement Period
 |
| 1. "**Permitted Purpose**"
 | 1. has the meaning set out in Paragraph 2.3.1(a) of Schedule 10 (*Processing Personal Data*)
 |
| 1. "**Personal Data**"
 | 1. has the meaning given in the GDPR
 |
| 1. "**Personal Data Breach**"
 | 1. has the meaning given in the GDPR
 |
| 1. "**Personal Wellbeing Service Categories**"
 | 1. means Emotional Wellbeing Service Category, Family and Others Service Category, Lifestyle and Associates Service Category and Social Inclusion Category
 |
| 1. **"Policy Framework"**
 | 1. means such policy frameworks that replace certain Prison Service Instructions (PSIs) and Probation Instructions (PIs). They include both mandatory requirements and guidance and are available at https://www.justice.gov.uk/offenders
 |
| 1. "**Positive Outcome**"
 | 1. means:-
	1. for each Service User for the purposes of Service Level 1, that Service User has been offered a Supplier Assessment Appointment within ten (10) Working Days of Referral and
	2. for each Service User for the purpose of Service Level 2 only, that Service User has attended the Intervention Commencement Appointment,
2. or as further defined in the Technical Notes issued in accordance with Schedule 2.2 (*Performance Levels*)
 |
| 1. "**Post Sentence Supervision**"
 | 1. means a period during which an offender must comply with supervision requirements pursuant to section 256AA of the CJA
 |
| 1. **"Pre-Sentence Report"**
 | 1. means a court document written by NPS after an admission or finding of guilt, to give the sentencing court (a) an understanding as to why a Service User committed an offence, and (b) an assessment of Risk of Serious Harm and risk of further offending, to be able to decide the most appropriate sentencing option
 |
| 1. **"Priced Redundancy Cost"**
 | 1. means the cost included within the Supplier's Tender Response in accordance with Paragraph 1.2 of Part B of Appendix 1 to Schedule 7.1 (Charges and Invoicing)
 |
| 1. "**Pricing Methodology**"
 | 1. means one (1) of the potential pricing methodologies that can be applied under a Call‑Off Contract as set out in Paragraph 2 and/or Paragraph 7.2 of Schedule 7.1 (*Charges and Invoicing*) and as selected in accordance with Schedule 7.1 (*Call‑Off Charges and Invoicing*)
 |
| 1. "**Probation Improvement Processes**"
 | 1. means ideas, concepts, methodologies and/or processes that are or could be used for the improvement of offender management, rehabilitation, prison and/or probation services, including to reduce re‑offending whether devised or created prior to, on or after the Call‑Off Effective Date by or on behalf of the Supplier and/or its Sub‑contactors
 |
| 1. "**Probation Instructions**"
 | 1. means a probation instruction issued in writing by the Authority from time to time which can be found on the Authority Website
 |
| 1. "**Procurement Routes**"
 | 1. means the three (3) procurement routes a Call-Off Competition may utilise being the One Stage Procurement Route, the Two Stage Procurement Route and the Four Stage Procurement Route
 |
| 1. "**Processing**"
 | 1. has the meaning given to it under the GDPR (and "**Process**" and "**Processed**" when used in relation to the Processing of Personal Data, shall be construed accordingly)
 |
| 1. "**Processor**"
 | 1. has the meaning given to it under the GDPR
 |
| 1. "**Processor Personnel**"
 | 1. means all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Sub‑processor engaged in the performance of its obligations under a Call‑Off Contract
 |
| 1. "**Prohibited Act**"
 | 1. means:-
	1. to directly or indirectly offer, promise or give any person working for or engaged by the Authority or a Customer a financial or other advantage to:-
		1. induce that person to perform improperly a relevant function or activity or
		2. reward that person for improper performance of a relevant function or activity
	2. to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Framework Agreement or any Call‑Off Contract
	3. an offence:-
		1. under the Bribery Act 2010 (or any legislation repealed or revoked by such Act)
		2. under legislation or common law concerning fraudulent acts (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017) or
		3. defrauding, attempting to defraud or conspiring to defraud the Authority or a Customer or
	4. any activity, practice or conduct which would constitute one (1) of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK
 |
| 1. "**Project Specific IPRs**"
 | 1. means Intellectual Property Rights:-
	1. created by the Supplier (or by a Sub‑contractor or other third party on behalf of the Supplier and/or a Sub‑contractor) under, for the purposes of and/or in relation to this Framework Agreement and/or a Call‑off Contract (whether wholly or in part) and updates and amendments of these items including (but not limited to) database schema and/or
	2. arising as a result of the performance of the Supplier's obligations under this Framework Agreement and/or a Call‑off Contract and/or the obligations of Sub‑contractors under the agreements with Sub‑contractors
2. in each case irrespective of the source of funding with which such Intellectual Property Rights are created and/or who has commissioned the relevant Services and/or Intellectual Property Rights, including Intellectual Property Rights in the Project Specific Software and in any Probation Improvement Processes but excluding the Supplier Background IPRs and Third Party IPRs
 |
| 1. "**Project Specific Software**"
 | 1. means any software (including database software, linking instructions, algorithms, test scripts, compilation instructions and test instructions):-
	1. created by the Supplier (or by a Sub‑contractor or other third party on behalf of the Supplier) for the purposes of this Framework Agreement and/or a Call‑off Contract (whether wholly or in part), including any modifications or enhancements to Supplier Software or Third Party Software and/or
	2. arising as a result of the performance of the Supplier's obligations under this Framework Agreement and/or a Call‑off Contract, and/or the obligations of Sub‑contractors under the agreements with Sub‑contractors
2. but excluding Supplier Software and Third Party Software
 |
| 1. "**Property**"
 | 1. means all property assets that are being used to deliver the Services or any part of the Services by the Supplier or a Key Sub-contractor and which the Supplier or the Supplier Group may hold the freehold, or leasehold rights to, or which the Supplier otherwise has the right to occupy pursuant to licence or other forms of tenancy or property interest
 |
| 1. "**Property Manual**"
 | 1. means the building owner's manual which shall include where applicable details in relation to:‑
	1. instructions for its operation and maintenance including health and safety information and manufacturers' instructions for efficient and proper operation
	2. an asset register of plant and equipment
	3. commissioning and testing results and
	4. guarantees, warranties and certificates
 |
| 1. **"Protected Characteristics"**
 | 1. means as defined in the Equalities Act 2010
 |
| 1. "**Protective Measures**"
 | 1. means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it
 |
| 1. "**Public Sector Dependent Supplier**"
 | 1. means a supplier where that Supplier, or that Supplier's Group has annual revenue of £50,000,000 (fifty million pounds) or more of which over 50% is generated from UK Public Sector Business
 |
| 1. "**Quality Measure**"
 | 1. means the Call‑Off Contract Performance Indicators titled QM1 and QM2 as set out in Schedule 2.2 (*Call‑Off Performance Levels*)
 |
| 1. "**Quarter**"
 | 1. means each three (3) Month period beginning on one of the quarter days being 1 January 1 April 1 July and 1 October
 |
| 1. "**Quarterly Performance Report**"
 | 1. has the meaning given in Paragraph 2.1.3 of Part 2 of Schedule 2.2 (*Performance Levels*)
 |
| 1. "**RAR Activity Day**"
 | 1. means a Rehabilitation Activity Day which is made up of one (1) or more Sessions that occur on a single day. A Session of any length would count as one (1) RAR Activity Day for the purposes of calculating the number of RAR Activity Days undertaken by a Service User. Equally if a Service User undertakes two (2) separate Sessions which occur on the same day, this would also only count as one (1) RAR Activity Day for the purposes of calculating the number of RAR Activity Days undertaken by a Service User. Sessions undertaken as RAR Activity Days are Enforceable
 |
| 1. "**Rating Agency**"
 | 1. the rating agencies listed in Appendix 1 of Schedule 7.4 (*Call‑Off Financial Distress*)
 |
| 1. "**Recall"**
 | 1. means when Service Users released on Licence who do not comply with the associated requirements have their Licence revoked through the court's recall process, which will result in them being returned to custody
 |
| 1. "**Receiving Party**"
 | 1. means the entity which receives a proposed Contract Change
 |
| 1. "**Recipient**"
 | 1. has the meaning given in Clause 24.1
 |
| 1. "**Records**"
 | 1. has the meaning given in Schedule 7.5 (*Reports, Records and Audit Rights*)
 |
| 1. "**Rectification Plan**"
 | 1. means a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default
 |
| 1. "**Rectification Plan Failure**"
 | 1. means:-
	1. the Supplier failing to submit or resubmit a draft Rectification Plan to the Authority or Customer (as appropriate) within the timescales specified in Clauses 32.5 or 32.9
	2. the Authority or Customer (as appropriate), acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Supplier pursuant to Clause 32.8
	3. the Supplier failing to rectify a material Default within the later of:-
		1. 30 Working Days of a notification made pursuant to Clause 32.3 and
		2. where the Parties have agreed a Rectification Plan in respect of that material Default and the Supplier can demonstrate that it is implementing the Rectification Plan in good faith, the date specified in the Rectification Plan by which the Supplier must rectify the material Default
	4. Material PI Failure and
	5. the Supplier not Achieving a Key Milestone by the Milestone Date and/or following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of six (6) months for the same (or substantially the same) root cause as that of the original Notifiable Default
 |
| 1. "**Rectification Plan Process**"
 | 1. means the process set out in Clauses 32.5 to 32.10
 |
| 1. "**Redundancy Costs**"
 | 1. means the total sum of any of the following sums paid to Applicable Supplier Personnel, each amount apportioned between the Supplier and the Customer based on the time spent by such employee on the Services as a proportion of the total Service duration:-
	1. any statutory redundancy payment and
	2. in respect of an employee who was a Transferring Former Supplier Employee, any contractual redundancy payment (or where such a contractual benefit on redundancy is a benefit payable from a pension scheme, the increase in cost to the Supplier as a net present value compared to the benefit payable on termination of employment without redundancy), provided that such employee was entitled to such contractual redundancy payment immediately prior to their transfer to the Supplier via a Relevant Transfer on the Relevant Transfer Date
 |
| 1. **"Redundancy Payment"**
 | 1. means the total sum of any of the following sums payable in respect of each Surplus Supplier Personnel:
	1. any statutory redundancy payment made in accordance with section 162 of the Employment Rights Act 1996
	2. any contractual redundancy payment, (or where such a contractual benefit on redundancy is a benefit payable from a pension scheme, the increase in cost to the Supplier (or Notified Sub-contractor) as a net present value compared to the benefit payable on termination of employment without redundancy), provided that such Transferring Former Supplier Employee was entitled to such contractual redundancy payment immediately prior to their transfer to the Supplier (or Notified Sub-contractor) pursuant to the Relevant Transfer
	3. where it is not reasonably practicable to require the Transferring Former Supplier Employee to work their notice period, in respect of each such employee, either:
		1. payment of damages for breach of the applicable statutory notice entitlement or, if higher, the notice entitlement under the terms and conditions of employment to which the relevant employee was entitled at the Relevant Transfer Date or
		2. a payment in lieu of any such notice entitlement, made pursuant to such terms and conditions of employment to which the employee was entitled as at the Relevant Transfer Date
	4. the Direct Employment Costs of employing the Transferring Former Supplier Employee up to the date on which their employment is terminated for reason of redundancy in accordance with this Part B of Appendix 1 to Schedule 7.1 (Charges and Invoicing)
2. For the avoidance of doubt, nothing in this definition shall affect the liability in respect of Pensions Related Discretionary Actions as set out Annex D2 of Part D (Pensions) of the Relevant Staff Transfer Schedule in any situation otherwise than the calculation of Redundancy Payment in accordance with Schedule 7.1 (Charges and Invoicing)
 |
| 1. **"Redundancy Surcharge"**
 | 1. means the sum calculated as the Redundancy Payments actually paid by the Supplier and/or Notified Sub-contractor in respect of those Surplus Supplier Personnel provided they have been made redundant in accordance with the terms of Part B of Appendix 1 to Schedule 7.1 (Charges and Invoicing) less any Priced Redundancy Cost
 |
| 1. "**Referral**"
 | 1. means the process of Referral as established in as set out in Part B of Schedule 2.1 (*Services Description*) as may be amended pursuant to the terms of the Call‑Off Contract within Schedule 2.1 (*Call‑Off Services Description*)
 |
| 1. "**Registers**"
 | 1. means the register and configuration database referred to in Paragraphs 2.1(b) and 2.1(c) of Schedule 8.5 (*Exit Management*)
 |
| 1. "**Rehabilitation Activity Requirement**"or"**RAR**"
 | 1. has the meaning given in section 200A of the CJA. The RAR is one of the requirements that can be included within a Community Order or Suspended Sentence Order. The main purpose is to secure someone's rehabilitation, restoring Service Users to a purposeful life in which they do not reoffend
 |
| 1. **"Release on Temporary Licence"**
 | 1. means the temporary release of a prisoner in accordance with Rule 9 of the Prison Rules 1999
 |
| 1. "**Related Service Provider**"
 | 1. means any person who provides services to the Customer in relation to the Call‑Off Contract from time to time
 |
| 1. "**Related Third Party(ies)**"
 | 1. means any third parties that a Customer and/or the Supplier shall be required to liaise with from time to time in the provision of the Services from time to time including any Government or statutory agency, the National Offender Management Service, HMPS (including its public and private Prisons), Police Authorities & Services, Her Majesty's Courts and Tribunals Service (HMCTS), Magistrates' Courts Committees, Civilian Enforcement Officers, Bailiffs and accredited offices of a Court HM Revenue & Customs UK Border Agency HM Coroners, Probation Community Rehabilitation Companies, the National Probation Service, Youth Justice Board (including Youth Offending Teams), the Other Suppliers and other contractors providing the same or similar services to the Services in a different area or for other contracting authorities and the National Health Service (for mental health hospitals) or such other parties as set out in the relevant Call-Off Contract
 |
| 1. "**Relevant Authority**"
 | 1. means the Customer or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team
 |
| 1. "**Relevant Exclusion Person**"
 | 1. means a person (which shall include any Affiliate or Parent Undertaking of the Supplier) who is a member of the administrative, management or supervisory body of the Supplier or has powers of representation, decision or control in the Supplier, who in either case:-
	1. for the purposes of Clause 34.8.1.4(a), has been convicted of an offence referred to in Regulation 57(1)(a) to (n) of the Public Contracts Regulations 2015 or
	2. for the purposes of Clause 38.1.4(b), is (or continues to be) or was in one (or more) of the situations specified in Regulation 57(8) of the Public Contracts Regulations 2015
 |
| 1. "**Relevant IPRs**"
 | 1. means IPRs used to provide the Services or as otherwise provided and/or licensed by the Supplier and/or a Sub‑contractor (or to which the Supplier and/or a Sub‑contractor has provided access) to the Authority, a Customer and/or a third party in the fulfilment of the Supplier's obligations under this Framework Agreement and/or any Call‑Off Contract, including the Project Specific IPRs, the Probation Improvement Processes, the Supplier Software, the Supplier Background IPRs, the Third Party Software, the Third Party IPRs, and in each case, any update, upgrade, modification or enhancement, but excluding any Intellectual Property Rights in the Customer Software, the Customer Approved Systems, the Customer Background IPRs, Customer Project Specific IPRs and Software and/or Customer Data
 |
| 1. "**Relevant Requirements**"
 | 1. means 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
 |
| 1. "**Relevant Staff Transfer Schedule**"
 | 1. means in respect of each Call‑Off Contract the relevant staff transfer schedule which is stated to apply in the Call‑Off Order Form (if any) which may be:-
	1. Schedule 9.1A (*Staff Transfer – Day 1 Services*)
	2. Schedule 9.1B (*Staff Transfer – Re‑let*) or
	3. such other schedule as the Customer applies in respect of the relevant Call‑Off Contract
 |
| 1. "**Relevant Tax Authority**"
 | 1. means HMRC, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established
 |
| 1. "**Relevant Transfer**"
 | 1. has the meaning set out in the Relevant Staff Transfer Schedule
 |
| 1. "**Relevant Transfer Date**"
 | 1. has the meaning set out in the Relevant Staff Transfer Schedule
 |
| 1. "**Relief Notice**"
 | 1. has the meaning given in Clause 36.2
 |
| 1. "**Replacement Services**"
 | 1. means any services which are the same as or substantially similar to any of the Services and which the Authority or a Customer receives in substitution for any of the Services following the expiry or termination or Partial Termination of the Framework Agreement or any Call‑Off Contract, whether those services are provided by the Authority or Customer internally and/or by any third party
 |
| 1. "**Replacement Sub‑contractor**"
 | 1. has the meaning set out in the Relevant Staff Transfer Schedule
 |
| 1. "**Replacement Supplier**"
 | 1. means any third party service provider of Replacement Services appointed by the Authority or Customer from time to time (or where the Authority or Customer is providing replacement Services for its own account, the Authority or Customer (as appropriate))
 |
| 1. "**Report**"
 | 1. the reports set out in Schedule 7.5 (*Call‑Off Reports, Records and Audit Rights*) or such other reports as the Customer may request from the Supplier from time to time
 |
| 1. "**Request for Information**"
 | 1. means a Request for Information under the FOIA or the EIRs
 |
| 1. "**Required Action**"
 | 1. has the meaning given in Clause 35.2.1
 |
| 1. **"Resettlement Prisons"**
 | 1. means is a prison that has the specific role of preparing prisoners for release who have served three (3) or more years and who have an identified resettlement need
 |
| 1. "**Responsible Officer**"
 | 1. has the meaning given in section 197 of the CJA
 |
| 1. "**Restricted Country**"
 | 1. means a country, territory or jurisdiction outside the United Kingdom
 |
| 1. **"Restorative Justice Services"**
 | 1. means the Framework Service Category "Restorative Justice (Probation DF 0.12)" as set out in Schedule 2.1 (*Services Description*) and which shall apply and form the Services to a Call‑Off Contract when selected in such Call‑Off Contract and which shall be as more particularly set out in Schedule 2.1 (*Call-Off Services Description*)
 |
| 1. "**Retained Amount**"
 | 1. means the amount calculated in accordance with Paragraph 3 of Part 1 of Schedule 2.2 (*Performance Levels*)
 |
| 1. "**Retained Percentage**"
 | 1. means the percentage to be retained as set out in the "**Retained Percentage**" of Appendix 1 of Schedule 2.2 (*Call‑Off Performance Levels*)
 |
| 1. "**Review Report**"
 | 1. has the meaning given in Paragraph 6.2 of Part 1 of Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning*)
 |
| 1. "**Revised Actual Performance**"
 | 1. has the meaning given in Paragraph 3.2.2 of Part 2 of Schedule 2.2 (*Performance Levels*)
 |
| 1. "**Revised Performance Report**"
 | 1. has the meaning given in Paragraph 3.2.4 of Part 2 of Schedule 2.2 (*Performance Levels*)
 |
| 1. "**Revised Retained Amount**"
 | 1. has the meaning given in Paragraph 3.2.3 of Part 2 of Schedule 2.2 (*Performance Levels*)
 |
| 1. "**Risk and Needs Assessment**"
 | 1. means the risk and needs assessment carried out by the Responsible Officer, identifying a Service User's Risk of Serious Harm, risk of further offending and an assessment of those needs which need to be addressed to support each Service User's individual journey out of offending
 |
| 1. "**Risk of Serious Harm**"
 | 1. means a risk which is life threatening and/or traumatic and from which recovery, whether physical or psychological, can be expected to be difficult or impossible
 |
| 1. "**Rough Sleepers**"
 | 1. means Service User who is homeless and sleeping in the open air or in other places not intended for habitation
 |
| 1. "**Security Event**"
 | 1. has the meaning given in Paragraph 2.8.1 of Schedule 2.4 (*Information Security and Assurance*)
 |
| 1. "**Security Requirements**"
 | 1. means the security requirements relevant to the Call‑Off Contract as set out in Schedule 2.4 (*Security Management*)
 |
| 1. **"Sentence End Date"**
 | 1. means the date at which the custodial sentence ends. Some Service Users serve their entire sentence in custody and others are released on Licence and are at risk of Recall until their Sentence End Date
 |
| 1. **"Sentence Plan"**
 | 1. means with respect to a Service User a document that comprises: (i) the identification of the present risk of harm of that Service User; (ii) the proposed management and mitigation of the present risk of harm; (iii) the needs of the Service User in the context of the delivery of the Services and identification of the likelihood of that Service User reoffending; and (iv) the activity to be undertaken with the Service User relevant to the Services
 |
| 1. "**Serious Case Review**"
 | 1. means a child practice review or safeguarding practice review (as applicable) into serious child safeguarding cases (as defined in the Children and Social Work Act 2017)
 |
| 1. "**Serious Further Offence Review**"
 | 1. means a review into a specified violent or sexual offence committed by a Service User who at the time of the offence were under probation supervision
 |
| 1. "**Serious Further Offence**"
 | 1. means a serious specified violent or sexual offence committed by a Service User whilst under the supervision of the Probation Service
 |
| 1. "**Service Category**"
 | 1. means the service categories set out in Schedule 2.1 (*Services Description*) and which shall include the Cohort Service Categories
 |
| 1. "**Service Continuity Plan**"
 | 1. means the plan prepared pursuant to Paragraph 1 of Part 1 of Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning*) which incorporates the Business Continuity Plan, Disaster Recovery Plan and the Insolvency Continuity Plan
 |
| 1. "**Service Continuity Services**"
 | 1. means the business continuity, disaster recovery and insolvency continuity services set out in Part 1 of Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning*)
 |
| 1. "**Service Element Unit**"
 | 1. means a single unit as set out in Schedule 7.1 (*Call‑Off Charges and Invoicing*) of the relevant Call‑Off Contract
 |
| 1. **"Service Delivery Methods"**
 | 1. means the specific service delivery methods as may be applicable and which shall be set out in Schedule 2.1 (*Call-Off Services Description*)
 |
| 1. "**Service Level**"
 | 1. means the Call‑Off Contract Performance Indicators titled SL1 and SL2 as set out in Schedule 2.2 (*Call‑Off Performance Levels*)
 |
| 1. "**Service Management Board**"
 | 1. means the body described in Paragraph 3 of Schedule 8.1 (*Governance*)
 |
| 1. "**Service Managers**"
 | 1. means the individuals appointed as such by the Customer and the Supplier in accordance with Paragraph 1.1 of Schedule 8.1 (*Governance*)
 |
| 1. "**Service Period**"
 | 1. means a calendar month, save that:-
	1. the first (1) service period shall begin on the Call‑Off Commencement Date and shall expire at the end of the calendar month in which the Call‑Off Commencement Date falls and
	2. the final service period shall commence on the first (1) day of the calendar month in which the Call‑Off Term expires or terminates and shall end on the expiry or termination of the Call‑Off Term
 |
| 1. "**Service Transfer**"
 | 1. has the meaning set out in the Relevant Staff Transfer Schedule
 |
| 1. "**Service Transfer Date**"
 | 1. has the meaning set out in the Relevant Staff Transfer Schedule
 |
| 1. "**Service User**"
 | 1. means a person who receives the Services, in line with any referral processes or eligibility requirements specified in each Call-off Contract
 |
| 1. "**Service User Action Plan**"
 | 1. means the plan agreed with the Service User which is prepared by the Supplier at the commencement of each Intervention and which shall as a minimum contain the Complexity Level of the Service User, the date of the Intervention Commencement Appointment, the planned number of Sessions, the intended Activities to be undertaken, the Agreed Outcomes and the planned end date of the Intervention
 |
| 1. **"Service User Involvement Services"**
 | 1. means the Framework Service Category "Service User Involvement (Probation DF 0.14)" as set out in Schedule 2.1 (*Services Description*) and which shall apply and form the Services to a Call‑Off Contract when selected in such Call‑Off Contract and which shall be as more particularly set out in Schedule 2.1 (*Call-Off Services Description*)
 |
| 1. "**Services**"
 | 1. means any and all of the services to be provided by the Supplier under the relevant Call‑Off Contract including:-
	1. the Implementation Services (if any)
	2. the Operational Services and
	3. the Termination Services
 |
| 1. "**Services Description**"
 | 1. means the services description which shall be:-
	1. for each Service Category the services description as set out in Schedule 2.1 (*Services Description*) of this Framework Agreement and
	2. as amended or supplemented for each Call‑Off Contract by the Call‑Off Services Description
2. and (b) shall take precedence to the extent of any conflict or inconsistency between the two (2)
 |
| 1. "**Session**"
 | 1. means each occasion a Supplier Personnel or volunteer delivers planned Activities to either a Service User individually (1‑to‑1), or a group of Service Users
 |
| 1. "**Short Notice**"
 | 1. means less than24 hours' notice
 |
| 1. "**Shortfall Period**"
 | 1. has the meaning given in Paragraph 5.2 of Schedule 7.2 (*Payments on Termination*)
 |
| 1. "**Sites**"
 | 1. means any premises (including the Customer Premises, the Supplier's premises or third party premises):-
	1. from, to or at which:-
		1. the Services are (or are to be) provided or
		2. the Supplier manages, organises or otherwise directs the provision or the use of the Services or
	2. where:-
		1. any part of the Supplier System is situated or
		2. any physical interface with the Customer Approved System takes place
 |
| 1. "**Shortfall**"
 | 1. has the meaning set out in the Relevant Staff Transfer Schedule
 |
| 1. **"Social Inclusion Services"**
 | 1. means the Framework Service Category "Social Inclusion (Probation DF 0.8)" as set out in Schedule 2.1 (*Services Description*) and which shall apply and form the Services to a Call‑Off Contract when selected in such Call‑Off Contract and which shall be as more particularly set out in Schedule 2.1 (*Call-Off Services Description*)
 |
| 1. "**Software**"
 | 1. means Project Specific Software, Supplier Software and Third Party Software
 |
| 1. "**Software Supporting Materials**"
 | 1. means build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting Software
 |
| 1. "**Source Code**"
 | 1. means computer programs and/or data in eye‑readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software
 |
| 1. "**Special Category Data**"
 | 1. means special categories of Personal Data, as described in Article 9 of the GDPR and personal data relating to criminal convictions and offences, as described in Article 10 of the GDPR
 |
| 1. "**Specific Change in Law**"
 | 1. means a Change in Law that relates specifically to the business of the Customer and which would not affect a Comparable Supply
 |
| 1. "**SQ Response**"
 | 1. means the Supplier's response to the Authority's selection questionnaire to qualify for this Framework Agreement
 |
| 1. "**SSCBA**"
 | 1. means the Social Security Contributions and Benefits Act 1992
 |
| 1. "**Staffing Information**"
 | 1. has the meaning set out in the Relevant Staff Transfer Schedule
 |
| 1. "**Staff Transfer Scheme**"
 | 1. has the meaning set out in the Relevant Staff Transfer Schedule
 |
| 1. "**Standards**"
 | 1. means the standards, polices and/or procedures identified in Schedule 2.3 (*Standards*) to the extent they are stated to apply to the applicable Call‑Off Contract
 |
| 1. "**Statutory Schemes**"
 | 1. has the meaning set out in the Relevant Staff Transfer Schedule
 |
| 1. "**Statutory Services**"
 | 1. means services paid for and provided by UK national or local government which meet the general or specific needs of the population
 |
| 1. "**Step‑In Notice**"
 | 1. has the meaning given in Clause 35.2
 |
| 1. "**Step‑In Trigger Event**"
 | 1. means under a Call‑Off Contract:-
	1. any event falling within the definition of a Supplier Termination Event
	2. a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services
	3. the Customer considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under the Call‑Off Contract
	4. the Customer being advised by a regulatory body that the exercise by the Customer of its rights under Clause 35 is necessary
	5. the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services and/or
	6. a need by the Customer to take action to discharge a statutory duty
 |
| 1. "**Step‑Out Date**"
 | 1. has the meaning given in Clause 35.6.2
 |
| 1. "**Step‑Out Notice**"
 | 1. has the meaning given in Clause 35.6
 |
| 1. "**Step‑Out Plan**"
 | 1. has the meaning given in Clause 35.7
 |
| 1. "**Strategic Supplier**"
 | 1. means those suppliers to government listed at https://www.gov.uk/government/publications/strategic‑suppliers
 |
| 1. "**Strength‑based Approaches**"
 | 1. means focus on a Service User's capacity, skills, knowledge, connections and potential
 |
| 1. "**Sub‑contract**"
 | 1. means any contract or agreement (or proposed contract or agreement) between the Supplier (or a Sub‑contractor) and any third party whereby that third party agrees to provide to the Supplier (or the Sub‑contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof. For the avoidance of doubt any general supply contracts that the Supplier enters into (such as cleaning services, consumables supply) shall not be Sub-contracts for the purposes of this Framework Agreement or a Call-Off Contract
 |
| 1. "**Sub‑contractor**"
 | 1. means any third party with whom:-
	1. the Supplier enters into a Sub‑contract or
	2. a third party under (a) above enters into a Sub‑contract,
2. or the servants or agents of that third party
 |
| 1. "**Sub‑processor**"
 | 1. any third party appointed to process Personal Data on behalf of the Supplier related to this Framework Agreement or a Call‑Off Contract
 |
| 1. "**Subsidiary Undertaking**"
 | 1. has the meaning given to it pursuant to section 1162 of the Companies Act 2006
 |
| 1. "**Successor Body**"
 | 1. has the meaning given in Clause 41.5
 |
| 1. "**Supplier Assessment Appointment**"
 | 1. means the one to one appointment between the Supplier and the Service User to review the information contained in the Referral, to gather additional information needed to inform the Service User Action Plan and to agree the content of the Service User Action Plan with the Service User
 |
| 1. "**Supplier Background IPRs**"
 | 1. means Intellectual Property Rights:-
	1. owned by the Supplier and/or a Sub‑contractor (and/or an Affiliate of the Supplier or a Sub‑contractor) whether before, on or after the relevant Call‑Off Effective Date, including those subsisting in the Supplier's and/or a Sub‑contractor's standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier's and/or a Sub‑contractor's Know‑How or generic business methodologies and
	2. in each case which are created by the Supplier and/or a Sub‑contractor (and/or an Affiliate of the Supplier or a Sub‑contractor) independently of this Framework Agreement and/or a Call‑Off Contract (as appropriate)
2. and in each case which are or will be used before or during the Call‑Off Term for designing, testing implementing or providing the Services, including in any Deliverables and/or which are incorporated into or are used or required to be used to use or exploit the Project Specific IPRs and/or Project Specific Software, including Intellectual Property Rights owned by the Supplier and/or a Sub‑contractor (and/or an Affiliate of the Supplier or a Sub‑contractor) subsisting in the Supplier Software
 |
| 1. "**Supplier Board**"
 | 1. means the Supplier's board of directors
 |
| 1. "**Supplier** **Board Confirmation**"
 | 1. means written confirmation from the Supplier Board in accordance with Paragraph 9 of Schedule 7.4 (*Financial Distress*)
 |
| 1. "**Supplier Change Manager**"
 | 1. means the person appointed to that position by the Supplier from time to time and notified in writing to the Authority and any Customer or, if no person is notified, the Supplier Representative
 |
| 1. "**Supplier Code of Conduct**"
 | 1. means Her Majesty's Government code setting out the standards and behaviours expected of suppliers who work with government, found online at:-
2. https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\_data/file/779660/20190220‑Supplier\_Code\_of\_Conduct.pdf
 |
| 1. "**Supplier Effective Date**"
 | 1. means the date on which the Supplier's Data Sheet relating to this Framework Agreement is signed by both Parties
 |
| 1. "**Supplier Equipment**"
 | 1. means the hardware, computer and telecoms devices and equipment used by the Supplier or its Sub‑contractors (but not hired, leased or loaned from the Authority or any Customer) for the provision of the Services
 |
| 1. "**Supplier Framework Representative**"
 | 1. means the representative appointed by the Supplier pursuant to Clause 13.4 and as set out in the Data Sheet
 |
| 1. "**Supplier Group**"
 | 1. means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings
 |
| 1. "**Supplier Information**"
 | 1. means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine‑readable medium (including CD‑ROM, magnetic and digital form) prepared and/or created pursuant to the terms of any Call‑Off Contract by the Supplier or any of its Sub‑contractors in connection with the provision of Services pursuant to the terms of any Call‑Off Contract that relates to:-
	1. a Service User or Service Users
	2. the Interventions provided to/for the benefit of a Service User(s)
	3. the provision of Services pursuant to the terms of any Call‑Off Contract, including but not limited to: the Service User Action Plan including the Agreed Outcomes, the Activities and actions undertaken with and on behalf of a Service User (which includes direct work with the Service User and non‑contact activity such as liaison with third party providers), the End of Service Report and Ongoing Support Plan including Move on Steps and
	4. discussions, negotiations, and correspondence between the Supplier and/or Sub‑contractors and/or any of their directors, officers, employees, consultants or professional advisers in connection with the Service User(s) and/or the provision of Services pursuant to the terms of any Call‑Off Contract and relating to the Service User(s)
 |
| 1. "**Supplier Non‑Performance**"
 | 1. has the meaning given in Clause 36.1
 |
| 1. "**Supplier Personnel**"
 | 1. means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub‑contractor engaged in the performance of the Supplier's obligations under this Framework Agreement or Call‑Off Contract
 |
| 1. "**Supplier Profit/Surplus**"
 | 1. means the difference between the total Charges (in nominal cash flow terms but excluding any Deductions) and total Costs (in nominal cash flow terms) for the relevant period or in respect of the relevant activity or resource
 |
| 1. "**Supplier Representative**"
 | 1. means the representative appointed by the Supplier in respect of a Call‑Off Contract pursuant to Clause 13.6 and as set out in the Call‑Off Contract
 |
| 1. "**Supplier Request**"
 | 1. means a notice served by the Supplier requesting that the Dispute be treated as a Multi‑Party Dispute, setting out its grounds for that request and specifying each Ancillary Third Party that it believes should be involved in the Multi‑Party Dispute Resolution Procedure in respect of that Dispute
 |
| 1. "**Supplier Software**"
 | 1. means software, including algorithms, which is proprietary to the Supplier and/or a Sub‑contractor (and/or an Affiliate of the Supplier and/or a Sub‑contractor) and which is or will be used by the Supplier and/or a Sub‑contractor for the purposes of providing the Services, including the software specified as such in Schedule 6.2 (*Call‑Off Software*) of relevant Call‑Off Contract
 |
| 1. "**Supplier Solution**"
 | 1. means for each Call‑Off Contract the Supplier's solution for the Services as set out in Schedule 4.1 (*Call‑Off Supplier Solution*) of the relevant Call‑Off Contract
 |
| 1. "**Supplier System**"
 | 1. means the information and communications technology system used by the Supplier in implementing and performing the Services including the Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Customer Approved System or any other system of the Customer)
 |
| 1. "**Supplier Termination Event**"
 | 1. means under a relevant Call‑Off Contract:-
	1. the Supplier's level of performance constituting a Critical Performance Failure
	2. the Supplier committing a material Default which is irremediable
	3. as a result of the Supplier's Default, the Customer incurring Losses in any Call‑Off Contract Year which exceed 80% of the value of the aggregate annual liability cap for that Call‑Off Contract Year as set out in Clause 28.4.3
	4. not used
	5. a Rectification Plan Failure
	6. where a right of termination is expressly reserved, including pursuant to:-
		1. Clause 21 (*IPRs indemnity*)
		2. Clause 44.6.2 (*Prevention of Fraud and Bribers*)
		3. Clause 40.13.2 (*Modern Slavery*)
		4. Paragraph 7 of Schedule 7.4 (*Financial Distress*) of the Framework Agreement and/or
		5. Paragraph 3 of Part 2 to Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning*) of the Framework Agreement and/or
		6. Paragraph 4.4(c) of Schedule 6.1 (*Call‑Off Implementation*)
	7. the representation and warranty given by the Supplier pursuant to Clause 3.2.9 being materially untrue or misleading
	8. the Supplier committing a material Default under Clause 12.8 or failing to provide details of steps being taken and mitigating factors pursuant to Clause 12.8 which in the reasonable opinion of the Authority or Customer (as applicable) are acceptable
	9. the Supplier committing a material Default under any of the following Clauses:-
		1. Clause 8.6.10 (*Services*)
		2. Clause 26 (*Protection of Personal Data*)
		3. Clause 25 (*Transparency and Freedom of Information*)
		4. Clause 24 (*Confidentiality*)
		5. Clause 40 (*Compliance*)
		6. in respect of any security requirements set out in Schedule 2.1 (*Services Description*), Schedule 2.1 (*Call‑Off Services Description*) Schedule 2.4 (*Information Security and Assurance*) or the Baseline Security Requirements and/or
		7. in respect of any requirements set out in the Relevant Staff Transfer Schedule
	10. an Insolvency Event occurring in respect of the Supplier or the Guarantor
	11. the Guarantee ceasing to be valid or enforceable for any reason (without the Guarantee being replaced with a comparable guarantee to the satisfaction of the Customer with the Guarantor or with another guarantor which is acceptable to the Customer)
	12. a change of Control of the Supplier or a Guarantor unless:-
		1. the Customer has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed or
		2. the Customer has not served its notice of objection within six (6) months of the later of the date on which the Change of Control took place or the date on which the Customer was given notice of the Change of Control
	13. a change of Control of a Key Sub‑contractor unless, within six (6) months of being notified by the Customer that it objects to such change of Control, the Supplier terminates the relevant Key Sub‑contract and replaces it with a comparable Key Sub‑contract which is approved by the Customer pursuant to Clause 17
	14. any failure by the Supplier to enter into or to comply with an Admission Agreement under the Relevant Staff Transfer Schedule
	15. the Authority and/or Customer (as appropriate) has become aware that the Supplier should have been excluded under regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Framework Agreement or
	16. a failure by the Supplier to comply in the performance of the Services with legal obligations in the fields of environmental, social or labour law
 |
| 1. "**Supplier's Final Supplier Personnel List**"
 | 1. has the meaning set out in the Relevant Staff Transfer Schedule
 |
| 1. "**Supplier's Proposals**"
 | 1. has the meaning given in Paragraph 6.2.3 of Part 1 of Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning*)
 |
| 1. "**Supplier's Provisional Supplier Personnel List**"
 | 1. has the meaning set out in the Relevant Staff Transfer Schedule
 |
| 1. "**Supporting Documentation**"
 | 1. means sufficient information in writing to enable the Customer reasonably to assess whether the Charges and other sums due from the Customer detailed in the information are properly payable
 |
| 1. **"Surplus Supplier Personnel"**
 | 1. means any Transferring Former Supplier Employees who:
	1. are made redundant as a result of the Actual Transferred Headcount being greater than the Anticipated Total Headcount
	2. have not resigned or given notice of resignation prior to the date of their dismissal by the Supplier and
	3. the Supplier can demonstrate to the satisfaction of the Customer:
		1. are surplus to the Supplier's (or its Notified Sub-contractors) requirements as identified within the Supplier's Anticipated Total Headcount figures or otherwise in the Supplier's Tender Response to a Call-Off Competition prepared and submitted pursuant to the Call-Off Procedure
		2. are not otherwise counted in the calculation of the Employment Costs Uplift/Reduction or Headcount Cost Uplift/Reduction in accordance with the mechanism as set out in Part A of Appendix 1 to Schedule 7.1 (*Charges and Invoicing*) and
		3. are genuinely at risk of being dismissed by reason of redundancy (as such term is defined in section 139 of the Employment Rights Act 1996) as a result of an economic technical or organisational reason entailing changes to the workforce
 |
| 1. **"Suspended Sentence"**
 | 1. means where a **prison sentence is imposed by the court**, and then suspended to allow the Service User to remain in the community and meet certain conditions. If the offender breaks the conditions of their sentence they can be sent to prison
 |
| 1. "**Target Performance Level**"
 | 1. means the minimum level of performance for a Call‑Off Contract Performance Indicator which is required under a Call‑Off Contract, as set out against the relevant Call‑Off Contract Performance Indicator in Schedule 2.2 (*Call‑Off Performance Levels*)
 |
| 1. "**Technical Note**"
 | 1. means a Service Level or Quality Measure technical note issued by the Authority or Customer from time to time
 |
| 1. "**Template Call-Off Contract"**
 | 1. means the template call-off contract as set out in Annex 3 to Schedule 5 (*Call-Off Procedure*)
 |
| 1. "**Tender Response**"
 | 1. means the stage of a Call‑Off Competition under which the Supplier is required to provide its response to the Authority or Participating Bodies requirements under the Call‑Off Competition as further detailed in the Call‑Off Invitation to Tender
 |
| 1. "**Termination Assistance Notice**"
 | 1. has the meaning given in Paragraph 5.1 of Schedule 8.5 (*Exit Management*)
 |
| 1. "**Termination Assistance Period**"
 | 1. means in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Termination Services as such period may be extended pursuant to Paragraph 5.2 of Schedule 8.5 (*Exit Management*)
 |
| 1. "**Termination Date**"
 | 1. means the date set out in a Termination Notice on which this Framework Agreement (or a part of it as the case may be) or a Call‑Off Contract (or a part of it as the case may be) is to terminate
 |
| 1. "**Termination Notice**"
 | 1. means a written notice of termination given by one (1) Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Framework Agreement or Call‑Off Contract (as appropriate) on a specified date and setting out the grounds for termination
 |
| 1. "**Termination Payment**"
 | 1. means the payment determined in accordance with Paragraph 2 of Schedule 7.2 (*Payments on Termination*)
 |
| 1. "**Termination Services**"
 | 1. means the services and activities to be performed by the Supplier pursuant to the Exit Plan, including those activities listed in Annex 1 of Schedule 8.5 (*Exit Management*), and any other services required pursuant to the Termination Assistance Notice
 |
| 1. "**Third Party Beneficiary**"
 | 1. has the meaning given in Clause 48.1
 |
| 1. "**Third Party COTS IPRs and Software**"
 | 1. means Third Party IPRs and/or Third Party Software (including open source software) that:-
	1. the third party supplier makes generally available commercially prior to the relevant Call‑Off Effective Date (whether by way of sale, lease or licence) on standard terms which are not typically negotiated by the supplier save as to price and
	2. has a Non‑trivial Customer Base
 |
| 1. "**Third Party IPRs**"
 | 1. means Intellectual Property Rights owned by a third party (other than an Affiliate of the Supplier, a Sub‑contractor and/or an Affiliate of a Sub‑contractor) which will be or is proposed to be used by the Supplier and/or a Sub‑contractor for the purposes of providing the Services, including Intellectual Property Rights owned by the third party subsisting in any Third Party Software
 |
| 1. "**Third Party Non‑COTS IPRs and Software**"
 | 1. means Third Party IPRs and/or Third Party Software that is not Third Party COTS IPRs and Software
 |
| 1. "**Third Party Provisions**"
 | 1. has the meaning given in Clause 48.1
 |
| 1. "**Third Party Software**"
 | 1. means software which is proprietary to any third party (other than an Affiliate of the Supplier, a Sub‑contractor and/or Affiliate of a Sub‑contractor) or any Open Source software which in any case is, will be or is proposed to be used by the Supplier and/or a Sub‑contractor for the purposes of providing the Services, including the software specified as such in Schedule 6.2 (*Call‑Off Software*) of relevant Call‑Off Contract
 |
| 1. "**Tiering Matrix**"
 | 1. means the tiering matrix set out in the Call‑Off Order Form
 |
| 1. "**Transferable Assets**"
 | 1. means those of the Exclusive Assets which are capable of legal transfer to the Customer
 |
| 1. "**Transferable Contracts**"
 | 1. means the Sub‑contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Customer or any Replacement Supplier to perform the Services or the Replacement Services, including in relation to licences all relevant Documentation
 |
| 1. "**Transferring Assets**"
 | 1. has the meaning given in Paragraph 6.2(a) of Schedule 8.5 (*Exit Management*)
 |
| 1. "**Transferring Contracts**"
 | 1. has the meaning given in Paragraph 6.2(c) of Schedule 8.5 (*Exit Management*)
 |
| 1. "**Transferring Former Supplier Employees**"
 | 1. has the meaning set out in the Relevant Staff Transfer Schedule
 |
| 1. "**Transferring Supplier Employees**"
 | 1. has the meaning set out in the Relevant Staff Transfer Schedule
 |
| 1. "**Transparency Information**"
 | 1. has the meaning given in Clause 25.1
 |
| 1. "**Transparency Reports**"
 | 1. has the meaning given to it in Paragraph 1.2 of Schedule 7.5 (*Reports, Records and Audit Rights*)
 |
| 1. "**Trauma Informed Approach**"
 | 1. means having an understanding of the impact of trauma on physical, emotional, and mental health as well as on behaviours and engagement to services
 |
| 1. "**Trauma Responsive Approach**"
2.
 | 1. understands potential pathways for recovery, seeking to ensure that an organisation's activity, environment, language, and values are focused on meeting the needs of Service Users who have experienced trauma and seeks to actively resist re‑traumatisation in delivery of the Services
 |
| 1. "**Trigger Level**"
 | 1. means in relation to Call‑Off Contract Performance Indicator the 'Trigger Level' set out in Appendix 1 of Schedule 2.2 (*Call‑Off Performance Levels*) of the Call‑Off Contract
 |
| 1. "**Two Stage Procurement Route**"
 | 1. means the procurement route as set out in Paragraph 5 of Schedule 5 (*Call-Off Procedure*), consisting of two (2) stages which shall be a further qualification and invitation to tender stage
 |
| 1. "**UK**"
 | 1. means the United Kingdom
 |
| 1. "**UK Public Sector / CNI Contract Information**"
 | 1. means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 2 to 4 and Appendix II of Part 2 of Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning*)
 |
| 1. "**UK Public Sector Business**"
 | 1. means any goods, service or works provision to UK public sector bodies, including Central Government Bodies and their arm's length bodies and agencies, non‑departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations
 |
| 1. "**Unacceptable Behaviour**"
 | 1. means any form of behaviour that is overtly or implicitly threatening and causes a person to feel afraid for their personal safety or that of other people or property, or a refusal to engage with an Activity, Session or the Services generally
 |
| 1. "**Unit Price**"
 | 1. means the unit price payable for each Service Element Unit as set out in Schedule 7.1 (*Call‑Off Charges and Invoicing*) of the relevant Call‑Off Contract
 |
| 1. "**Unit Price Report**"
 | 1. has the meaning set out in Paragraph 4.3 of Schedule 7.1 (*Charges and Invoicing*)
 |
| 1. "**Updates**"
 | 1. means in relation to any Software and/or any Deliverable means a version of such item which has been produced primarily to overcome Defects in, or to improve the operation of, that item
 |
| 1. "**Upgrades**"
 | 1. means any patch, New Release or upgrade of Software and/or a Deliverable, including standard upgrades, product enhancements, and any modifications, but excluding any Update which the Supplier or a third party software supplier (or any Affiliate of the Supplier or any third party) releases during the Call‑Off Term
 |
| 1. "**Valid**"
 | 1. means in respect of an Assurance, has the meaning given in Paragraph 2.7 of Part 2 to Schedule 8.6 (*Service Continuity Plan and Corporate Resolution Planning*)
 |
| 1. "**VAT**"
 | 1. means value added tax as provided for in the Value Added Tax Act 1994
 |
| 1. **"Veteran"**
 | 1. means an ex-member of the armed forces
 |
| 1. "**Victim**"
 | 1. means an individual who is a victim of a crime. This includes a person who has suffered harm (including physical, mental or emotional harm) or economic loss which was directly caused by the crime. The following people are also to be treated as a 'Victim' pursuant to the Code of Practice for Victims of Crime (as may be amended or updated from time to time), either instead of or in addition to the Victim:
	1. a family member of the Victim, where the Victim dies (whether directly as a result of the crime or not). This includes a person who has suffered harm as a result of that person's death
	2. a family member of the Victim, where the Victim could not reasonably be expected to act for themselves, due to their physical or mental state
	3. a representative where the Victim dies (whether directly as a result of the crime or not) or could not reasonably be expected to act for themselves, due to their physical or mental state. This would apply where there is no family member to be treated as a Victim; the family member cannot be agreed upon; or a representative is reasonably considered more appropriate and
	4. a parent of the Victim (or person with parental responsibility for them) where the Victim is a child or young person (under the age of 18). The child or young person will still be treated as a Victim in their own right
 |
| 1. "**Volume Band**"
 | 1. means the relevant volume bands as set out in Schedule 7.1 (Call*‑Off Charges and Invoicing*) of the relevant call‑Off Contract and determined in accordance with Schedule 7.1 (*Charges and Invoicing*) of the Framework Agreement to reflect the Services actually provided by the Supplier to the Customer under the relevant Call‑Off Contract
 |
| 1. "**Volume Report**"
 | 1. means the report on volumes of Services provided by the Supplier to the Customer and which may be required to be provided by the Customer in accordance with the Fixed Price by Volume Bands pricing methodology
 |
| 1. "**Welsh Language Scheme**"
 | 1. means the Authority's Welsh language scheme as amended from time to time and available at:-
2. [http://www.justice.gov.uk/publications/corporate‑reports/moj/2010/welsh‑language‑scheme](http://www.justice.gov.uk/publications/corporate-reports/moj/2010/welsh-language-scheme)
 |
| 1. "**Wider Public Sector Body**"
 | 1. means any organisation that falls into one (1) or more of the following categories:-
	1. Central Government Body
	2. Police forces and/or office of police and crime commissioners
	3. NHS bodies
	4. Educational bodies or establishments including state schools (nursery schools, primary schools, middle or high schools, secondary schools, special schools), academies, colleges, Pupil Referral Unit (PRU), further education colleges and universities
	5. Councils, including county councils, district councils, county borough councils, community councils, London borough councils, unitary councils, metropolitan councils, parish councils and
	6. any organisation or entity in which the Authority, Customer or any other Central Government Body holds an ownership interest in respect of or exerts control or influence over (to the extent such organisation or entity does not fall under any other category above)
 |
| 1. **"Women's Specific Services"**
 | 1. means the Cohort Service Category "Women's (Probation DF 0.9)" as set out in Schedule 2.1 (*Services Description*) and which shall apply and form the Services to a Call‑Off Contract when selected in such Call‑Off Contract and which shall be as more particularly set out in Schedule 2.1 (*Call-Off Services Description*)
 |
| 1. "**Working Day**"
 | 1. means any day other than a Saturday, Sunday or public holiday in England and Wales
 |
| 1. "**Workforce Information**"
 | means information relating to the:(a) annual salary(b) national insurance cost(c) Employer Pension Contributions and1. (d) contractual allowances and other contractual employment benefits
 |
| 1. "**Young Adult Female Service Users**"
 | 1. means those Female Service Users aged between 18 and 25 years of age
 |
| 1. "**Young Adult Male Service Users**"
 | 1. means those Male Service Users aged between 18 and 25 years of age
 |
| 1. **"Young Adult Specific Services"**
 | 1. means the Cohort Service Category "Young Adults (18-25 year olds) (Probation DF 0.10)" as set out in Schedule 2.1 (*Services Description*) and which shall apply and form the Services to a Call‑Off Contract when selected in such Call‑Off Contract and which shall be as more particularly set out in Schedule 2.1 (*Call-Off Services Description*)
 |