

**SCHEDULE C**  
**DEFINITIONS**

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**SCHEDULE C – DEFINITIONS****1. INTERPRETATION**

Save to the extent that the context or the express provisions of the Contract otherwise require:

- 1.1 headings and sub-headings are for ease of reference only and shall not be taken into consideration in the interpretation or construction of the Contract;
- 1.2 all references to Clauses and Schedules are references to Clauses of and Schedules to the Contract, and all references to paragraphs, Annexes or Appendices are references to paragraphs, Annexes or Appendices contained in the Schedules and Annexes to the Schedules;
- 1.3 all references to any agreement (including the Contract), document or other instrument include a reference to that agreement, document or instrument as amended, supplemented, substituted, novated or assigned (subject to all relevant approvals and any other provision of the Contract expressly concerning such agreement, document or other instrument);
- 1.4 without prejudice to the provisions in the Contract relating to Changes in Law (and, in particular Discriminatory Changes in Law), all references to any statute or statutory provision (including any subordinate legislation) shall include a reference to any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made under the relevant statute;
- 1.5 all references to time of day shall be a reference to whatever time of day shall be applicable in England and Wales;
- 1.6 words importing the singular include the plural and vice versa;
- 1.7 words importing a particular gender include all genders;
- 1.8 **“person”** includes any individual, partnership, firm, trust, body corporate, undertaking, government, governmental body, authority, emanation, agency or instrumentality, unincorporated body of persons or association;
- 1.9 any reference to a public organisation or representative shall be deemed to include a reference to any successor to such public organisation, or representative or any organisation or entity or representative which has taken over the functions or responsibilities of such public organisation or representative;
- 1.10 references to **“Parties”** or **“Party”** shall have the meaning set forth in Clause 3 of this Schedule;
- 1.11 the word **“including”** when used in the Contract shall mean **“including without limitation”**; and
- 1.12 the Authority shall not be imputed with knowledge of any UK Government policy, fact, matter or thing unless that Government policy, fact, matter or thing is within the knowledge of those of the Government’s employees or agents who have relevant responsibilities in connection with the Services.

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**2. PRIORITY OF DOCUMENTS**

2.1 Subject to Clause 2.2 below, the Schedules, Annexes and any other attachments expressly identified in the same or in the body of the Contract form part of the Contract and shall have the same force and effect as if expressly set out in the body of the Contract, and any reference to the Contract shall include the Schedules, Annexes and any such other attachments.

2.2 If and to the extent of any conflict or inconsistency:

2.2.1 between:

(a) any provision of the Terms and Conditions together with Schedule C (**Definitions**); and

(b) any provision of the other Schedules,

the Terms and Conditions, together with Schedule C (**Definitions**), shall prevail; and

2.2.2 between

(c) any of the provisions of Schedule Q (**Contractor's Solution**); and

(d) the other Schedules,

the provisions of the other Schedules shall prevail, including for the avoidance of doubt the provisions of Schedule D (**Detailed Operational Requirements**).

2.3 If and to the extent only, of any conflict or inconsistency:

2.3.1 between:

(e) the provisions of the Contract; and

(f) the provisions of any document referred to or referenced herein,

the provisions of the Contract shall prevail; and

2.3.2 between:

(g) the provisions of the Contract; and

(h) the provisions of any document agreed by the Parties or approved by the Authority subsequent to the date hereof (other than any amendment or variation to the Contract made in accordance with Clause 52.10 of Schedule B (**Conditions of Contract**) or Schedule L (**Change Control Procedures**).

the provisions of the Contract shall prevail.

2.4 The Parties acknowledge that the glossary of definitions used in:

2.4.1 Schedule D (**Detailed Operational Requirements**) apply only to the provisions of Schedule D (**Detailed Operational Requirements**) and Schedule Q (**Contractor's Solution**);

2.4.2 Schedule Q (**Contractor's Solution**) apply only to Schedule Q (**Contractor's Schedule**); and

2.4.3 Schedule K (**Security**) apply only to Schedule K (**Security**), and

that if and to the extent of any conflict between the definitions in this Schedule C and the definitions in the glossaries of Schedule D (**Detailed Operational Requirements**), Schedule K (**Security**) and Schedule Q (**Contractor's Solution**) and except as used in those Schedules, the provisions of this Schedule shall prevail.

### 3. DEFINITIONS

In the Contract, unless the contrary intention appears, all capitalised terms shall have the meaning as set forth in this Schedule.

<b>"Acceptance Criteria"</b>	means the criteria for acceptance as identified in Schedule H ( <b>Acceptance Procedures</b> ).
<b>"Acceptance Event"</b>	shall have the meaning described in Clause 3.4 of Schedule H ( <b>Acceptance Procedures</b> ).
<b>"Assistance Commencement Date"</b>	shall have the meaning set forth in Clause 1.3 of Schedule N ( <b>Exit Strategy</b> ).
<b>"Actual Monthly Charge"</b>	shall have the meaning set forth in Clause 1.3 of Schedule E ( <b>Pricing</b> ).
<b>"Aggrieved Party"</b>	shall have the meaning set forth in Clause 41.4 of Schedule B ( <b>Conditions of Contract</b> ).
<b>"Arbitrator"</b>	shall have the meaning set forth in Clause 4.3 of Schedule P ( <b>Dispute Resolution Procedure</b> ).
<b>"Assets"</b>	means the Legacy Assets and the IDENT1 Assets set out in Schedule T ( <b>Assets</b> ) and/or any other assets used by the Contractor during the Term to fulfil the Services.
<b>"Assurance Phase"</b>	shall have the meaning set forth in Recital D of Schedule A ( <b>Form of Contract</b> ).
<b>"Authorised Commercial Representatives"</b>	means the individuals authorised by each Party to carry out the relevant activities identified in Schedule I ( <b>Contract Management</b> ), unless otherwise agreed by the Parties.
<b>"Authority"</b>	shall mean the Police Information Technology Organisation (also known as <b>"PITO"</b> ), as more particularly described and identified in Schedule A ( <b>Form of Contract</b> ).
<b>"Authority Material"</b>	means any Material, the Intellectual Property Rights in which are owned by or licensed to the Authority, Police Forces or any other UK Government department or agency, which is used to provide, or which forms part of, the Services, and shall include all Modification to such Material.
<b>"Authority Data"</b>	means all original or derived data, knowledge and information relating to the Authority, or any Police Force or any other UK Government department or agency and any of their employees,

contractors, agents, customers, partners, suppliers, joint ventures or end users, including data or information about any of their operations, facilities, personnel, assets, products, programs, fingerprint codes, uncompressed images and data and compressed images and data and the Services in whatever form that information may exist (whether collected, received, created, stored, processed, produced, gathered or supplied by the Contractor, any Subcontractors or any of the Contractor Personnel during the provision of the Services by the Contractor) but excluding any Authority Personal Data.

<b>“Authority Personal Data”</b>	means any Personal Data owned or processed by or on behalf of the Authority and the Police Forces or any other UK Government department or agency.
<b>“Authority Premises”</b>	means any land or premises (including temporary buildings) or other location owned or occupied by, or on behalf of, the Authority and/or any of the Police Forces and/or any land or premises (including temporary buildings) or other location to which the Services are provided under the Contract.
<b>“Authority Software”</b>	means any Software, the Intellectual Property Rights in which are owned by or licensed to the Authority, Police Forces or any other UK Government department or agency, which is used to provide, or which forms part of, the Services, and shall include all Modifications to such Software.
<b>“Authority Subcontractor”</b>	means a subcontractor of the Authority or any Police Force, as applicable.
<b>“Availability”</b>	means the measure of continuity of access to information and systems by authorised individuals as set forth in Part 2 of Schedule F ( <b>Service Level Requirements</b> ). This definition shall only to Schedule F ( <b>Service Level Requirements</b> ).
<b>“BAFO”</b>	shall have the meaning set forth in Recital E of Schedule A ( <b>Form of Contract</b> ).
<b>“Benchmarker”</b>	shall have the meaning set forth in Clause 34.1 of Schedule B ( <b>Conditions of Contract</b> ).
<b>“Bureaux”</b>	shall have the meaning ascribed to it in the Schedule D ( <b>Detailed Operational Requirements</b> ).
<b>“Catalogue”</b>	shall have the meaning set forth in Clause 8.1 of Schedule B ( <b>Conditions of Contract</b> ).
<b>“CEDR”</b>	shall have the meaning set forth in Clause 3 of Schedule P ( <b>Dispute Resolution Procedure</b> ).
<b>“Change”</b>	shall have the meaning set forth in Clause 1.1 of Schedule L ( <b>Change Control Procedure</b> ).
<b>“Change in Law”</b>	means the coming into effect, after the Effective Date, of any Law.

<b>“Change Control Procedure”</b>	means the procedure for dealing with Changes as set out in Clause 3 of Schedule L ( <b>Change Control Procedure</b> ).
<b>“Change of Control”</b>	means that Control of the Contractor is acquired by any entity by way of either a single transaction or series of related transactions.
<b>“Claim”</b>	means any claim, demand, proceeding, suit or other action.
<b>“Commercial Impact Procedure”</b>	means the process whereby the Parties shall determine the amount by which Changes are chargeable by the Contractor, as set out in Clause 4.3 of Schedule L ( <b>Change Control Procedure</b> ).
<b>“Commercially Reasonable Efforts”</b>	means taking all such steps and performing them in such a way as a well managed commercial organisation operating in the information technology industry would undertake to achieve a particular desired result for its own benefit, assuming such organisation was acting in a determined, prudent and reasonable manner.
<b>“Conditions of Contract”</b>	shall mean the terms and conditions set forth in Schedule B ( <b>Conditions of Contract</b> ).
<b>“Control”</b>	and its derivatives, shall have the meaning given in Section 416 of the Income and Corporation Taxes Act 1988.
<b>“Confidential Information”</b>	<p>means all information, whether commercial, financial, technical or otherwise, whether or not disclosed by one Party to the other Party, which information may be contained in or discernible from any form whatsoever (including oral, documentary, magnetic, electronic, graphic or digitised form or by demonstration or observation), whether or not that information is marked or designated as confidential or proprietary, and all matters arising prior to or during the Term including information belonging to or in respect of the Authority, Police Forces or the Authority Subcontractors (as appropriate) and/or any of their customers or Contractors, which relates to research, development, trade secrets, know-how, ideas, concepts, formulae, processes, designs, specifications, past, present and prospective business, current and future products and services, Authority Data, internal management, information technology and infrastructure and requirements, finances, marketing plans and techniques, price lists and lists of, and information about, customers and employees, and all materials and information belonging to third parties in respect of which the Parties or any of their customers or contractors owe obligations of confidence, provided that the following shall not be considered to be the Contractor’s Confidential Information:</p> <p>(a) Schedule O (<b>Documentation</b>); and</p> <p>(b) any other contract management material, report or record provided or created pursuant to the Contract.</p>
<b>“Contract” or “IDENT1 Contract”</b>	save for the definition of “IDENT1 Contract” below in the context of Schedule W ( <b>Parent Company Guarantee</b> ), means the Terms and Conditions and all of the remaining Schedules, Appendices and Annexes relating to the provision of the Services by the Contractor

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	to the Authority and the Police Forces.
<b>“Contract Change Note” or “CCN”</b>	shall have the meaning set forth in Clause 1.4 of Schedule L ( <b>Change Control Procedure</b> ).
<b>“Contract Management”</b>	shall mean the management provisions set out in Schedule I ( <b>Contract Management</b> ).
<b>“Contract Work in Progress” or “CWIP”</b>	means any work which the Incumbent Supplier has been commissioned to carry out prior to the relevant Transfer Date to deliver to the Authority, which it is anticipated will not have been completed by the applicable Transfer Date as set forth in Schedule G ( <b>Transition</b> ).
<b>“Contracting Authority”</b>	shall have the meaning set out in Clause 52.2.1 of Schedule B ( <b>Conditions of Contract</b> ).
<b>“Contractor”</b>	shall mean Northrop Grumman Information Technology, Inc. as more particularly described and identified in Schedule A ( <b>Form of Contract</b> ).
<b>“Contractor Affiliates”</b>	means in relation to the Contractor, any holding company from time to time of the Contractor and any subsidiary from time to time of the Contractor or of any such holding company and the terms “holding company” and “subsidiary” shall have the meaning given to them by Section 736 of the Companies Act 1985, as amended by the Companies Act 1998.
<b>“Contractor Material”</b>	means any Material (excluding material provided in accordance with Schedule O ( <b>Documentation</b> ) the Intellectual Property Rights in which are owned by the Contractor, Contractor Parent Company, Contractor Affiliate, or any Material Subcontractor which is used to provide the Services.
<b>“Contractor Parent Company”</b>	means the entity providing the parent company guarantee as identified in Schedule W ( <b>Parent Company Guarantee</b> ).
<b>“Contractor Personnel”</b>	means employees, officers, consultants, contractors and agents of the Contractor, including Subcontractor personnel assigned to deliver the Services (or any part thereof) pursuant to the Contract.
<b>“Contractor Personnel Costs”</b>	means accurate historical cost information in relation to the Contractor Personnel for the most recent accounting year (or a more recent calendar year, where more up-to-date information is available, as reasonably required by the Authority).
<b>“Contractor Personnel Information”</b>	shall have the meaning set out in Clause 6.1 of Schedule M ( <b>HR and TUPE</b> ).
<b>“Contractor Premises”</b>	means any premises or location owned or occupied by the Contractor that is used to provide the Services to the Authority pursuant to the Contract.
<b>“Contractor’s Solution”</b>	means the services the Contractor is required to provide under the Contract to meet and fulfil the requirements of Schedule D

	<b>(Detailed Operational Requirements)</b> and to meet and fulfil the Services identified in Clause 7.1 of Schedule B <b>(Conditions of Contract)</b> . The Contractor's Solution as identified at the Effective Date is set out in Schedule Q <b>(Contractor's Solution)</b> .
<b>"Contractor Software"</b>	means any Software, the Intellectual Property Rights in which are owned by the Contractor, Contractor Parent Company, Contractor Affiliate, or any Material Subcontractor which is used to provide the Services.
<b>"Core Personnel"</b>	shall have the meaning set out in Clause 7.2 of Schedule M <b>(HR and TUPE)</b> .
<b>"COSSP"</b>	shall have the meaning set forth in Clause 8.1 of Schedule B <b>(Conditions of Contract)</b> .
<b>"COSSP Items"</b>	shall have the meaning set forth in Clause 8.1 of Schedule B <b>(Conditions of Contract)</b> .
<b>"C&amp;AG"</b>	shall have the meaning set forth in Clause 5.1 of Schedule J <b>(Access and Inspection of Records)</b> .
<b>"Data Controller"</b>	shall have the meaning given to it in Clause 31.2.2 of Schedule B <b>(Conditions of Contract)</b> .
<b>"Data Processor"</b>	shall have the meaning given to it in Clause 31.2.3 of Schedule B <b>(Conditions of Contract)</b> .
<b>"Data Subject"</b>	shall have the meaning given to it in Clause 31.3.2 of Schedule B <b>(Conditions of Contract)</b> .
<b>"Default"</b>	means any breach of the obligations of either Party, as applicable, (including fundamental breach or breach of a fundamental term) set out in the Contract or any default, act, omission, negligence or statement of either Party, its employees, agents or subcontractors in connection with or in relation to the subject-matter of the Contract.
<b>"Defect"</b>	Means, solely in relation to Schedule H <b>(Acceptance Procedures)</b> , a Major Defect and / or Minor Defect, as applicable.
<b>"Deliverable"</b>	means any product, service, document, activity, review and other items required to be delivered to the Authority as set forth in Schedule H <b>(Acceptance Procedures)</b>
<b>"Detailed Operational Requirements"</b>	shall have the same meaning as "DOR".
<b>"Direct Loss"</b>	means all Loss except that which as a matter of English Law is considered indirect or consequential loss or damage.
<b>"Disaster Recovery Services"</b>	means the disaster recovery and business continuity services being provided by the Contractor to meet the requirements of Schedule D <b>(Detailed Operational Requirements)</b> .
<b>"Disclosed Data"</b>	means all Materials and data relating to matters which are or may be



	relevant to the Services and the obligations undertaken by the Contractor under the Contract, including all Materials and Authority Data which were provided to the Contractor in connection with the ITT (including any contained in the supporting information) and/or the Due Diligence Exercise.
<b>“Discriminatory Change in Law”</b>	means a Change in Law, the terms of which apply expressly to the Authority, or to the provisions of the Services under the Contract.
<b>“Documentation” or “Document”</b>	shall have the meaning set forth in Clause 2 of Schedule O ( <b>Documentation</b> ).
<b>“DOR”</b>	means Schedule D ( <b>Detailed Operational Requirements</b> )
<b>“DPA”</b>	means the Data Protection Act 1998 (as amended or replaced from time to time).
<b>“Due Diligence Exercise”</b>	shall have the meaning set forth in Clause 4.1.1 of Schedule B ( <b>Conditions of Contract</b> ).
<b>“Effective Date”</b>	means the signature date set out at the beginning of Schedule A ( <b>Form of Contract</b> ) of the Contract.
<b>“EIU Services or EIU”</b>	means electronic identification units or services relating to such units.
<b>“Embedded Software”</b>	means machine readable Software supplied as an integral part of the Assets.
<b>“Equipment”</b>	means the equipment (including computer hardware), and any associated peripherals and connecting equipment, either owned or leased and used by the Contractor in the provision of any of the Services.
<b>“Escalation Procedure”</b>	shall have the meaning set forth in Clause 1 of Schedule P ( <b>Dispute Resolution Procedure</b> ).
<b>“Exit Manager”</b>	shall have the meaning set forth in Clause 3.2 of Schedule N ( <b>Exit Strategy</b> ).
<b>“Exit Period”</b>	means the time (which shall not extend beyond the Termination Date) during which the Parties shall carry out their respective obligations under the Exit Plan, as set out in Annex N-2 of Schedule N ( <b>Exit Strategy</b> ).
<b>“Exit Plan”</b>	means the plan developed in accordance with Clause 2 of Annex N-2 of Schedule N ( <b>Exit Strategy</b> ).
<b>“Failure”</b>	means, solely in relation to Schedule H ( <b>Acceptance Procedures</b> ), a Non Material Acceptance Event Failure or a Material Acceptance Event Failure, as applicable.
<b>“Fair Market Value”</b>	means the value of the Assets as calculated in accordance with Annex T-1 of Schedule T ( <b>Assets</b> )

<b>“Fast-Track Change”</b>	shall have the meaning set forth in Clause 2.2.1(a) of Schedule L ( <b>Change Control Procedure</b> ).
<b>“Fast-Track Change Management Procedure”</b>	means the procedure described in Clause 2.2.1(a) of Schedule L ( <b>Change Control Procedure</b> ) and set out in Annex 3 of Schedule L ( <b>Change Control Procedure</b> ).
<b>“Financial Records”</b>	shall have the meaning set forth in Clause 2.4 of Schedule J ( <b>Access and Inspection of Records</b> ).
<b>“FOIA”</b>	shall have the meaning set forth in Clause 28.5.6 of Schedule B ( <b>Conditions of Contract</b> ).
<b>“Force Majeure” or “Force Majeure Event”</b>	<p>means:</p> <ul style="list-style-type: none"><li>(a) fire, flood, earthquake, act of God, war, civil war or armed conflict arising within and affecting the United Kingdom; or</li><li>(b) nuclear, chemical or biological contamination of the Authority Premises unless the source or cause of the contamination is brought to or near the Authority Premises by the Party claiming relief, its agents, servants or subcontractors;</li><li>(c) the effect of pressure waves caused by devices travelling at supersonic speed;</li><li>(d) catastrophic accident in the air or on land, articles falling from aircraft or impact from satellites or any act of terrorism causing natural physical damage to the Authority Premises; or</li><li>(e) strikes, lock-outs or labour disputes (but in each case, other than of the non-performing Party’s employees or employees of that Party’s Subcontractors).</li></ul>
<b>“Full Operational Capability” or “FOC”</b>	means the relevant date(s) for: (i) England and Wales; and/or (ii) Scotland (as applicable), on which the Authority requires the Contractor to assume full operational capability for the Services (required by the Authority at that date as identified in Schedule G ( <b>Transition</b> ) and as accepted by the Authority in accordance with Schedule H ( <b>Acceptance Procedures</b> )) in accordance with the Service Levels set out in Schedule F ( <b>Service Level Requirements</b> ). For the avoidance of doubt, FOC can mean FOC for: (i) England and Wales; and/or (ii) FOC for Scotland, as such FOC dates are more particularly identified in Schedule G ( <b>Transition</b> ).

<b>“Good Industry Practice”</b>	at any time, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected at such time from a skilled and experienced:  (a) provider of information, communication and technology services and information systems similar to the Services; and/or  (b) provider of expertise in change management and business processes,  seeking in good faith to comply with its contractual obligations and complying with relevant Law.“
<b>“Guarantee”</b>	shall have the meaning set forth in Schedule W ( <b>Parent Company Guarantee</b> ).
<b>“Guaranteed Obligations”</b>	shall have the meaning set forth in Clause 2.3 of Schedule W ( <b>Parent Company Guarantee</b> ).
<b>“Hendon Agreement”</b>	shall have the meaning set forth in Clause 38.2 of Schedule B ( <b>Conditions of Contract</b> ).
<b>“IDENT1 Contract”</b>	solely to the extent used in Schedule W ( <b>Parent Company Guarantee</b> ), shall have the meaning set forth in Schedule W ( <b>Parent Company Guarantee</b> ) and it only includes Schedules A to V. This definition only applies in the context of Schedule W ( <b>Parent Company Guarantee</b> ).
<b>“Identification Programme Board”</b>	means the board through which the Authority shall manage the overall direction of the Contract after the delivery of FOC for the duration of the Contract as set forth in Schedule I ( <b>Contract Management</b> ).
<b>“Impact Analysis”</b>	means the impact analysis set out in Clause 3.3 of Schedule L ( <b>Change Control Procedure</b> ).
<b>“Incumbent Supplier”</b>	means the supplier(s) (including the Contractor) providing the NAFIS Services and/or the SAFR Services, as applicable, to the Authority prior to the date of Transfer of Operational Responsibility.
<b>“Individual Score”</b>	shall have the meaning set out in Clause 2.2 of Schedule F ( <b>Service Level Requirements</b> ).
<b>“Information”</b>	shall have the meaning set forth in Clause 1.3 of Annex N-1 of Schedule N ( <b>Exit Strategy</b> ).
<b>“Integrity”</b>	the maintenance of information systems and physical assets in their complete and usable form.
<b>“Internal Escalation Procedure”</b>	shall have the meaning set forth in Clause 2 of Schedule P ( <b>Dispute Resolution Procedure</b> ).
<b>“Initial Term”</b>	shall have the meaning set forth in Clause 5.1 of Schedule B ( <b>Conditions of Contract</b> ).

**“Insolvent”**

means the occurrence of any act or event of insolvency or corporate action, legal proceedings or other procedural step taken in respect of the Contractor or any Material Subcontractor, including:

- (a) any meeting of creditors of the person in question being convened or held or any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) being proposed or entered into by or in relation to the person in question or any application for an interim order (including an interim administration order) or moratorium being made;
- (b) a liquidator, provisional liquidator, supervisor, receiver, administrator, administrative receiver or person with similar powers taking possession of or being appointed over, or any distress, attachment, sequestration, execution or other process being levied or enforced (and not being discharged within twenty-eight (28) days) upon the whole or any substantial part of the assets of the person in question (other than for the purposes of a solvent reconstruction or amalgamation previously approved in writing by the Authority (such approval not to be unreasonably withheld or delayed), with the resulting entity assuming all the obligations of the party in question);
- (c) the person in question ceasing or threatening to cease to carry on business, or admitting in writing its inability to pay or being or becoming unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or suspending or threatening to suspend payment with respect to all or any class of its debts, or becoming insolvent or commencing negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
- (d) a petition being presented and (other than in the case of an administration petition) not being dismissed within twenty-eight (28) days of presentation thereof, or a meeting being convened for the purpose of considering a resolution or the winding-up or dissolution of the person in question (other than for the purposes of a solvent reconstruction or amalgamation previously approved in writing by the Authority (such approval not to be unreasonably withheld or delayed) with the resulting entity assuming all the obligations of the party in question);
- (e) the enforcement of a Security Interest (including the holder of a qualifying floating charge giving a notice of intention to appoint an administrator or filing a notice of appointment with the court) over any assets of that person; or
- (f) to the extent that such an act is not specified in sub-paragraphs (a) to (e) above, any legal process or proceeding which is instituted in relation to that person in connection with the insolvency of that person or the inability of that person to pay its debts as they fall due, provided that such process or

proceeding is of equivalent or greater seriousness to the acts of insolvency so specified in paragraphs (a) to (e) above; or

- (g) if the person in question suffers any event analogous to any of the foregoing in any jurisdiction to which the person in question is incorporated or resident or subject (including a filing under Chapter 11 or 12 of the US Bankruptcy Code).

**“Intellectual Property Rights”**

means patents (including patent applications), registered designs, trade marks and service marks (whether registered or otherwise), copyright, database rights, design rights and other intellectual property rights, including in other jurisdictions that grant similar rights as the foregoing, including those subsisting in inventions, drawings, performances, Software, semiconductor topographies, improvements, discussions, business names, goodwill and the style of presentation of goods or services, and in the applications for the protection thereof throughout the world.

**“Internal Escalation Procedure”**

shall have the meaning set forth in Clause 2.1 of Schedule P (**Dispute Resolution Procedure**).

**“IRR”**

means the interest rate received for an investment consisting of payments (negative values) and income (positive values) that occur at regular periods. The rate of return calculated by IRR is the interest rate corresponding to a 0 (zero) net present value.

**“ITED”**

means solely in relation to Schedule G (**Transition**) and Schedule H (**Acceptance Procedures**), IDENT1 Technology Evolution Delivery. These are periodic, scheduled deliveries of system enhancements that may include both hardware, software and associated business processes. They are designed as incremental deliveries to meet major milestones (TOR, FOC, etc) rather than have large, system changes with high risk and major disruption to Users.

**“ITT”**

means the invitation to tender documentation sent to potential contractors, including the Contractor, in September 2003.

**“ITT Response”**

shall have the meaning set forth in Recital D of Schedule A (**Form of Contract**).

**“Key Contractor Personnel”**

shall mean the Contractor Personnel listed against the Key Contractor Provisions in Part A of Schedule Q (**Contractor’s Solution**) or such Contractor Personnel who are subsequently appointed to a Key Contractor Position in accordance with Schedule M (**HR and TUPE**).

**“Key Contractor Positions”**

shall mean the Key Contractor Positions listed in Schedule Q (Contracting Solution) which may be amended from time to time in accordance with Clause 6.2.2 of Schedule M (**HR and TUPE**)

**“Key Transition Milestones”**

shall have the meaning for that term as set out in Clause 3.1 of Schedule G (**Transition**).

<b>“Law”</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) any statute, regulation, by-law, ordinance or subordinate legislation in force from time to time to which a Party is subject;</li> <li>(b) the common law and the law of equity as applicable to the Parties from time to time;</li> <li>(c) any binding court order, judgement or decree;</li> <li>(d) any applicable industry code, policy or standard enforceable by law; or</li> <li>(e) any applicable direction, policy, rule or order that is binding on a Party and that is made or given by any competent regulatory body having jurisdiction over a Party or any of that Party’s assets, resources or business,</li> </ul> <p>in any jurisdiction that is applicable to the Contract, and <b>“Legal”</b> shall be interpreted accordingly.</p>
<b>“LCIA”</b>	shall have the meaning set forth in Clause 1.3 of Schedule P ( <b>Dispute Resolution Procedure</b> ).
<b>“Legacy Assets”</b>	means the Assets described in Clause 1.2 of Schedule T ( <b>Assets</b> ).
<b>“Legacy Livescan Contract”</b>	means the contracts for livescan services that have not expired as at the TOR-NAFIS date which were entered into between the Incumbent Supplier and the Police Forces in England and Wales under the contractual framework of the NAFIS Services – under which the Incumbent Supplier remains responsible for the provision of such Livescan Services to the relevant Police Forces until expiry of the those Legacy Livescan Contracts or until the relevant Police Forces enter into new contracts for the Livescan Services in accordance with Schedule R ( <b>Livescan and EIUs</b> ).
<b>“Legacy Livescan Services”</b>	means the services provided to the relevant Police Forces by the Incumbent Supplier under the Legacy Livescan Contracts.
<b>“Liability Cap”</b>	shall have the meaning set forth in Clause 41.1.2 of Schedule B ( <b>Conditions of Contract</b> ).
<b>“Lifecycle Architecture Review”</b>	means the lifecycle milestone review, as defined within RUP.
<b>“Lifecycle Objectives Review”</b>	means the lifecycle milestone review, as defined within RUP.
<b>“Livescan” or “Livescan Services”</b>	means the services as set forth in Annex R-2 and Annex R-3 of Schedule R (Livescan and EIUS) and as further set forth in Schedule D ( <b>Detailed Operational Requirements</b> ).

<b>“Loss” or “Losses”</b>	means all incurred losses, liabilities, damages and Claims (including in the case of the Authority the directly incurred losses, liabilities, damages and Claims of the Police Forces), and all related costs, expenses and payments made to third parties (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties).
<b>“Major Defect”</b>	means a condition observed by the Authority or the Contractor (as applicable) in a review, inspection, demonstration, analysis or a test that contradicts the Acceptance Criteria (for example, a software operation that fails to deliver a function required under Schedule D ( <b>Detailed Operational Requirements</b> )) to the extent that it materially adversely affects the performance of the Services or any Minor Defect that is: (a) repetitive or persistent; and (b) is not remedied or a remedial action plan is either not agreed or not implemented, once agreed and has a significant adverse effect on any element of the Services.
<b>“Material”</b>	means any material in whatever form (including written, magnetic, electronic, graphic or digitised) including any methodologies, processes, know-how, reports, specifications, business rules or requirements, manuals, user guides, training materials and instructions, supporting material relating to Software and/or its design, development, modification, operation, support or maintenance, but excluding Software.
<b>“Material Acceptance Event Failure”</b>	Means, solely in relation to Schedule H ( <b>Acceptance Procedure</b> ), any feature or function that is part of the Contract that is not made available by the Contractor for the relevant Milestone and/or IAR.
<b>“Material Subcontractor”</b>	means the Subcontractors listed as Material Subcontractors in Clause 2 of Part A of Schedule Q ( <b>Contractor’s Solution</b> ) and/or Subcontractors deemed to be Material Subcontractors in accordance with Clause 27.2 of Schedule B ( <b>Conditions of Contract</b> ).
<b>“Maximum Allowable Score”</b>	means the score identified in the Scoring Tables in Schedule F ( <b>Service Level Requirements</b> ) as the maximum allowable score.
<b>“Measurement Window”</b>	describes the time during, or frequency by, which a Service Level shall be measured, and includes the period(s) for monitoring and testing the Shadow Metrics as identified in Clause 3.1.3(b) of Schedule F ( <b>Service Level Requirements</b> ).
<b>“Milestone”</b>	means an agreed date for the completion of any part of the Transition, a project, service or task as specified in the Transition Plan, including such milestones identified in Schedule G ( <b>Transition</b> ).
<b>“Minimum Allowable Score”</b>	means the score identified in the Scoring Tables of Schedule F ( <b>Service Level Requirements</b> ) as the minimum allowable score.
<b>“Minor Defect”</b>	means a condition observed by the Authority or the Contractor (as applicable) in a review, inspection, demonstration, analysis or a test that contradicts the Acceptance Criteria (for example, a software operation that fails to deliver a function required under Schedule D

	<b>(Detailed Operational Requirement)</b> that does not materially adversely affect the delivery of the Services.
<b>“Misrepresentation”</b>	shall have the meaning set forth in Clause 41.5.1 of Schedule B <b>(Conditions of Contract)</b> .
<b>“Modifications”</b>	means to add to, enhance, reduce, change, replace, vary, derive or improve, and <b>“Modification”</b> , <b>“Modify”</b> , and <b>“Modified”</b> have corresponding meanings.
<b>“Month”</b>	means one (1) calendar month.
<b>“Monthly Baseline Charges”</b>	means the monthly baseline charges (exclusive of VAT) for England and Wales or for England, Wales and Scotland (as applicable), as such monthly baseline charges are expressly identified in Schedule E <b>(Pricing)</b> , that are chargeable by the Contractor for the provision of the Services (and which shall be adjusted, if applicable, in accordance with the mechanisms in Schedule E <b>(Pricing)</b> in order to identify the Actual Monthly Charges each month).
<b>“MOU” or “Memoranda of Understanding”</b>	means the terms agreed between the Police Forces or other Bureau users and the Contractor that govern the Contractor’s use of such Police Forces premises and facilities in connection with the provision of the Services under the Contract, as more particularly described in Schedule O <b>(Documentation)</b> .
<b>“NAFIS Contract”</b>	means the expired contract that the Parties entered into for the provision of the NAFIS Services described in Recital A of Schedule A <b>(Form of Contract)</b> .
<b>“NAFIS” or “NAFIS Services”</b>	shall have the meaning set forth in Recital A of Schedule A <b>(Form of Contract)</b> .
<b>“NAO”</b>	means the National Audit Office.
<b>“New Services”</b>	means services and/or requirements which are different from, and in addition to, the Services, and which are agreed in accordance with Clause 7.1.3 of Schedule B <b>(Conditions of Contract)</b> .
<b>“Non-Material Acceptance Event Failure”</b>	means, solely in relation to Schedule H <b>(Acceptance Procedures)</b> , any failure to pass an Acceptance Event which is cosmetic, immaterial or which does not materially adversely affect the technical acceptability of the Services.
<b>“Objectives”</b>	shall have the meaning set forth under the heading “Objectives” in Schedule A <b>(Form of Contract)</b> .
<b>“OJEC Notice”</b>	shall have the meaning set forth in Recital B of Schedule A <b>(Form of Contract)</b> .
<b>“Operations Team”</b>	means the employees and contractors of the Contractor who are paid for as part of the Contractor’s services management and operations team.
<b>“Operational Readiness”</b>	means an agreed review meeting to check the readiness to deploy



<b>Review</b>	any elements of the Service into the live environment.
<b>“Optional Services”</b>	means optional services identified as COSSP or COSSP Items in Clause 8 of Schedule B ( <b>Conditions of Contract</b> ).
<b>“Ordinary Course of Business”</b>	means either: <ul style="list-style-type: none"> <li>(a) any acts, omissions or conduct which is consistent in all respects with the prevailing pattern, or course of conduct, or management used by the Contractor in providing the Services or undertaken in order to comply with the applicable obligations under the Contract; or</li> <li>(b) acts, omissions or conduct which a well managed commercial company would undertake (assuming that such company is acting in a prudent and reasonable manner) in relation to the provision of services like the Services, or in order to comply with all applicable obligations under the Contract.</li> </ul>
<b>“Outline Exit Plan”</b>	means the plan described in Clause 5 of Schedule N ( <b>Exit Strategy</b> ),
<b>“Overall Score”</b>	shall have the meaning set out in Clause 2.2 of Schedule F ( <b>Service Level Requirements</b> ).
<b>“Parent Company Guarantee”</b>	means the guarantee set forth in Schedule W ( <b>Parent Company Guarantee</b> ).
<b>“Parties”</b>	means together the Authority and the Contractor (including their respective permitted successors and assignees) and <b>“Party”</b> means either of them, as applicable.
<b>“Personal Data”</b>	shall have the meaning set forth in the DPA.
<b>“Premises”</b>	means the Authority Premises or the Contractor Premises, as applicable.
<b>“Police Forces”</b>	means the police forces in England and Wales, the police forces in Scotland and any other entities that the Parties agree shall receive Services as identified in Schedule D ( <b>Detailed Operational Requirements</b> ) or as such entities are otherwise identified in Schedule E ( <b>Pricing</b> ), and shall include the relevant police authorities for such police forces and policing agencies in England and Wales, and Scotland (as applicable), including those that may be added from time to time in accordance with Schedule L ( <b>Change Control Procedure</b> ).
<b>“Priority Categories”</b>	shall have the meaning set forth in Clause 3 of Schedule L ( <b>Change Control Procedure</b> ).
<b>“Procurement Process”</b>	means the process by which the Authority may seek tenders for the provision of IT services (including any of the Services), which process (so far as it involves the Contractor) shall not extend beyond the Termination Date.
<b>“Programme Status Review</b>	means a regular agreed monthly meeting to check progress against

<b>Meeting” or “PSR”</b>	the Integrated Master Schedule (IMS), as more particularly described in Schedule O ( <b>Documentation</b> ).
<b>“Recovery Plan”</b>	means the plan for recovery as described in Clause 5 of Part 1 of Schedule F ( <b>Service Level Requirements</b> ).
<b>“Relevant Records”</b>	shall have the meaning set forth in Clause 1.2 of Schedule J ( <b>Access and Inspection of Records</b> ).
<b>“Required Consent”</b>	means such consents as may be required for: <ul style="list-style-type: none"> <li>(a) the assignment or novation of the NAFIS Services and/or SAFR Services at the date of Transfer of Operational Responsibility to the Contractor; and/or</li> <li>(b) the grant to the Contractor of the on-going rights of access and use, or resources otherwise provided for in the Contract to enable the Contractor (and the Subcontractors) to deliver the Services in accordance with the Contract, including any consents from third parties with any legal interest in any element of the provision of the Services, Equipment, data, documentation, Software or Materials.</li> </ul>
<b>“Requirements”</b>	means the requirements of the Authority for services to be provided by the Contractor as set out in Schedule D ( <b>Detailed Operational Requirements</b> ), Schedule F ( <b>Service Level Requirements</b> ), Schedule G ( <b>Transition</b> ), and Schedule K ( <b>Security</b> ).
<b>“Re-Transfer”</b>	shall have the meaning set out in Clause 7.1 of Schedule M ( <b>HR and TUPE</b> ).
<b>“Re-Transfer Employees”</b>	shall have the meaning set out in Clause 7.1 of Schedule M ( <b>HR and TUPE</b> ).
<b>“RUP”</b>	means Rational Unified Process.
<b>“SAFR” or “SAFR Services”</b>	shall have the meaning set forth in Recital A of Schedule A ( <b>Form of Contract</b> ).
<b>“Scoring Tables”</b>	shall have the meaning set out in Clause 2.2 of Schedule F ( <b>Service Level Requirements</b> ).
<b>“Service Category”</b>	shall have the meaning set out in Clause 2.2 of Schedule F ( <b>Service Level Requirements</b> ).
<b>“Service Charges”</b>	means the charges identified in accordance with Schedule E ( <b>Pricing</b> ).
<b>“Service Credit”</b>	shall have the meaning set forth in Clause 1.2 of Schedule E ( <b>Pricing</b> ).
<b>“Service Incentive Payments”</b>	shall have the meaning given in Clause 1.2 of Schedule E ( <b>Pricing</b> ).
<b>“Service Level Criteria”</b>	shall have the meaning given in Clause 2.2.2 of Schedule F ( <b>Service</b>

	<b>Level Requirements).</b>
<b>“Service Level Failure”</b>	shall have the meaning set forth in Clause 5.2.1 of Schedule F ( <b>Service Level Requirements</b> ).
<b>“Service Level Metrics”</b>	shall have the meaning given in Clause 2.2.2 of Schedule F ( <b>Service Level Requirements</b> ).
<b>“Service Levels”</b>	shall mean any or all of the levels of performance identified in the Scoring Tables set out in Schedule F ( <b>Service Level Requirements</b> ).
<b>“Service Records”</b>	shall have the meaning set forth in Clause 1.2.1 of Schedule J ( <b>Access and Inspection of Records</b> ).
<b>“Service Score”</b>	means the scores awarded to relevant level of performance in accordance with the Scoring Tables in Schedule F ( <b>Service Level Requirements</b> ).
<b>“Service Transfer Date”</b>	means, with respect to exiting the Contract as described in Schedule N ( <b>Exit Strategy</b> ), any date on or prior to (but which shall not extend beyond) the Termination Date on which any Services are transferred from the control and provision by the Contractor to the control and provision of either the Authority or a Successor Contractor.
<b>“Service Transition Plan”</b>	means the final transition arrangements setting out the timetable and scope of required activities for transitioning any of the Services (under the Contract) to the Successor Contractor and such transition arrangements will be agreed between the Parties based upon the relevant provisions of the Exit Plan (having given due weight to the requirements and views of any Successor Contractor in accordance with the provisions of Annex N-2 of Schedule N ( <b>Exit Strategy</b> )).
<b>“Services” or “IDENT1 Services”</b>	means the services to be performed by the Contractor (including the services identified in Clause 7.1 of Schedule B ( <b>Conditions of Contract</b> )) to fulfil the requirements of the Authority as such requirements are set out in the Contract, with the exception of Schedule Q ( <b>The Contractor’s Solution</b> ).
<b>“Seventh Data Protection Principle”</b>	means the principle identified as the seventh principle in the DPA.
<b>“Shadow Metrics”</b>	means new metrics proposed to enable the Service Level Requirements (SLR) to achieve a better reflection of system performance, business value and user satisfaction as more fully described in Clause 2 of Part 2 of Schedule F ( <b>Service Level Requirements</b> ).
<b>“Software”</b>	means any computer program (including Source Code and object code), program interfaces and any tools or object libraries embedded in that software, used in the provision of the Services.
<b>“Source Code”</b>	means Software in eye-readable form and in such form that it can be compiled or interpreted into equivalent object code together with all technical information and documentation necessary for the use,

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	reproduction and Modification of such Software.
<b>“Staff Transfer Date”</b>	means in relation to each Transferring Employee, the date on which the services in which such Transferring Employee is engaged transfer to the Contractor (or such later date as the Parties may agree).
<b>“Subcontractor”</b>	means a subcontractor or agent of the Contractor or the Contractor Parent Company that provides any of the Services to, or on behalf of, the Contractor or the Contractor Parent Company, as applicable. The Subcontractors existing at the Effective Date are listed in Clause 2 of Part A of Schedule Q ( <b>Contractor’s Solution</b> ).
<b>“Successor Contractor”</b>	means any Party (including the Authority or any Police Force) which the Authority nominates at its sole discretion to provide any or all of the Services at the Termination of the Contract or at the time of removed of such Services from the scope of the Contract.
<b>“Target Service Level”</b>	means the service level that corresponds to the Target Service Score as identified in the Scoring Tables of Schedule F ( <b>Service Level Requirements</b> ).
<b>“Target Service Score”</b>	means the 100 Score identified in the Scoring Tables of Schedule F ( <b>Service Level Requirements</b> ).
<b>“Term”</b>	means the period of the Initial Term plus any period of extension pursuant to Clause 5.2 and Clause 5.3 of Schedule B ( <b>Conditions of Contract</b> ), as applicable.
<b>“Termination”</b>	means the termination of the Contract due to expiry of the Term without renewal, or the expiry of the Term after extending the Contract in accordance with Clause 5 of the Schedule B ( <b>Conditions of Contract</b> ), or a termination of the Contract pursuant to Clause 43 of Schedule B ( <b>Conditions of Contract</b> ).
<b>“Termination Assistance”</b>	means such technical advice and assistance as is reasonably requested by the Authority to effect the smooth handover of any of the Services and the continued operation of the Services in accordance with the Service Levels, as more particularly described in Schedule N ( <b>Exit Strategy</b> ).
<b>“Termination Date”</b>	means the effective date of termination of the Contract as specified in a notice of termination given in accordance with Clause 43 of the Schedule B ( <b>Conditions of Contract</b> ), or the expiry date of the Contract, as applicable.
<b>“Terms and Conditions”</b>	means the terms and conditions set out in Schedules A ( <b>Form of Contract</b> ) and B ( <b>Conditions of Contract</b> ) but excluding the provisions of the remaining Schedules, Appendices, or Annexes of the Contract.
<b>“Third Party Contracts”</b>	Means the third party contracts identified in Schedule S ( <b>Software, IPR and Third Party Contracts</b> )
<b>“Third Party Material”</b>	means Material in which the Intellectual Property Rights are owned

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	by a third party, save that “Third Party Material” shall not include Material, Software or Intellectual Property Rights owned by a Material Subcontractor.
“Third Party Software”	means Software in which the Intellectual Property Rights are owned by a third party save that “Third Party Software” shall not include Material, Software or Intellectual Property Rights owned by a Material Subcontractor.
“Transfer Date”	means the TOR or FOC date (as applicable) specified in the Transition Plan.
“Transfer of Operational Responsibility” or “TOR”	means the relevant date(s) for: (i) England and Wales - also known as TOR NAFIS; and/or (ii) Scotland (as applicable) – also known as TOR SAFR, on which the Authority requires the Contractor to assume full operational responsibility for the Services (required by the Authority at that date as identified in Schedule G ( <b>Transition</b> ) and as accepted by the Authority in accordance with Schedule H ( <b>Acceptance Procedures</b> )) from the Incumbent Supplier in accordance with the Service Levels set out in Schedule F ( <b>Service Level Requirements</b> ). For the avoidance of doubt, TOR can mean TOR for: (i) England and Wales; and/or (ii) TOR for Scotland, as such TOR dates are more particularly identified in Schedule G ( <b>Transition</b> ).
“Transferring Employee”	means an employee of the Incumbent Supplier or the Incumbent Supplier’s subcontractors who transfer to the Contractor or a Subcontractor on the Staff Transfer Date under TUPE as set forth in Schedule M ( <b>HR and TUPE</b> ).
“Transition”	means the transition and/or transformation services (as applicable) described at Clause 9 of Schedule B ( <b>Conditions of Contract</b> ) and as set out in Schedule G ( <b>Transition</b> ).
“Transition Criteria”	means appropriate and measurable interim criteria for assessing progress and/or achievement of material activities and deliverables relating to Key Transition Milestones and other Transition Milestones (as proposed by the Contractor and agreed between the Parties in accordance with Schedule G ( <b>Transition</b> )) which the Contractor is required to meet in accordance with Schedule H ( <b>Acceptance Procedures</b> ).]
“Transition Milestone”	means a milestone as identified in Schedule G ( <b>Transition</b> ).
“Transition Period”	means the period commencing on the Effective Date and ending on: (i) the date when all agreed Transition activities are completed in accordance with the Transition Plan; or (ii) FOC, as more particularly identified in Schedule G ( <b>Transition</b> ).
“Transition Plan”	means the project plan detailed at Schedule G ( <b>Transition</b> ) at the Effective Date which has been proposed by the Contractor and approved by the Authority in order to manage the Transition and successfully achieve Transition, including the transition and transformation activities described in Clause 9 of Schedule B ( <b>Conditions of Contract</b> ).

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<b>“Transition Services”</b>	means the services to be provided by the Contractor in relation to Transition.
<b>“Turnover Rate”</b>	means the number of Contractor Personnel leaving the employment of the Contractor over a 12 month period divided by the average number of Contractor Personnel during the same period.
<b>“TUPE”</b>	means Transfer of Undertakings (Protection of Employment) Regulations 1981 (as amended).
<b>“Value for Money Mechanism”</b>	means the mechanism for establishing value for money to the Authority as identified in Schedule E ( <b>Pricing</b> ).
<b>“VAT”</b>	means value added tax.
<b>“Weighting”</b>	means the relative relationship between measures within the same class (e.g. a class being the collection of Service Level Metrics, Service Level Criteria, or Service Categories, as applicable) so that the total weightings for the relevant class equals 1.00. The Weightings applicable from the Effective Date are identified in the relevant parts of Schedule F ( <b>Service Level Requirements</b> ).
<b>“Work Product”</b>	means any output (in whatever form), including any Software or Materials, which may be created, developed or modified by or on behalf of the Contractor during the performance of the Services, whether solely or jointly by the Contractor and the Material Subcontractors.
<b>“Working Days”</b>	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.