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SCHEDULE 1

DEFINITIONS

SCHEDULE 1 – DEFINITIONS

In this Contract the following words shall have the meanings set out below.

Access Line Speed	the maximum speed of the data connection between the End User termination point and the handover point, local exchange or cable head end. This constitutes the maximum speed a consumer will be able to experience and will take into account any contention built into the Supplier Solution but will not take into account any contention introduced by RSPs;
Achieve	in relation to a Milestone, the Milestone Achievement Criteria for that Milestone have been satisfied and " Achieved " and " Achievement " shall be construed accordingly;
Actual Additional Supplier Expenditure	the actual Additional Supplier Expenditure incurred;
Actual Qualifying Capital Expenditure	the actual Qualifying Capital Expenditure incurred;
Additional Service Revenue	gross revenue derived by the Supplier from Wholesale Access Products and Services, other than broadband revenues (excluding RSP services that utilise Wholesale Access Products and Services);
Additional Service Revenue Amount	an amount calculated in accordance with paragraph 11.2 of Schedule 5.1 (Milestone Payments and Claims Procedure), which is credited to the Investment Fund;
Additional Service Review Point	(a) the third anniversary of the Effective Date and thereafter the expiry of each two (2) year period during the Term (each being an 'interim Additional Service Review Point'); and (b) the Expiry Date (being the 'final Additional Service Review Point');
Additional Supplier Expenditure	Qualifying Capital Expenditure which has not attracted a Subsidy Payment from any source;
Affected Party	the Party affected by a Force Majeure Event;
Affiliate	in relation to any person, any Holding Company or Subsidiary of that person or any Subsidiary of such Holding Company;
Authority Assets	the assets, equipment and infrastructure owned by or leased or licensed to the Authority (except where leased or licensed to the Authority by the Supplier under this Contract) to which the Supplier requires access to and/or use of in order to provide the Deployed Services and which are listed in Schedule 4.2 (Authority Assets);
Authority Confidential Information	all Personal Data and any information provided by or at the direction of the Authority (or its employees, agents, consultants and contractors) to the Supplier and/or its Subcontractors in relation to this Contract, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Authority, including all IPR, together with all information derived from any of the above, and

any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;

Authority Data

the data, text, drawings, diagrams, images or sounds (including any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:

(a) supplied to the Supplier by or on behalf of the Authority pursuant to this Contract; and/or

(b) Personal Data for which the Authority is the Data Controller and which is processed or otherwise made available pursuant to this Contract;

Authority IPR

any IPR (excluding the Supplier IPR) owned by, or licensed to, the Authority in connection with this Contract;

Authority Premises

the premises owned, controlled and/or occupied by the Authority or other Local Body or Crown Body;

Authority Representative

the representative appointed by the Authority in accordance with Clause 34.1;

Baseline Service Requirements

the baseline service requirements set out in Schedule 2 (Baseline Service Requirements) of the Framework Agreement, as qualified by the compliance statements set out in the compliance matrix attached to the Reference Supplier Solution;

Basic Broadband

an Access Line Speed of 2Mbps to 24Mbps;

Benchmark Data

that data used to form the basis of comparison in a Wholesale Access Prices Benchmarking, as described in paragraphs 3.3 and 3.4 of Schedule 5.2 (Wholesale Access Pricing);

Bribery Act

the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;

Broadband Delivery Framework

the framework arrangement with the same name established by the Authority of certain appointed suppliers (including the Supplier);

Call Off Procedure

the procedure set out in paragraph 4 of Schedule 9 (Call Off Procedure) of the Framework Agreement, which the Authority shall use to conduct a mini competition with Framework Suppliers under the Framework Agreement;

Case Summary

a concise summary of a Party's case in a Dispute subjected to mediation;

CEDR

the Centre for Effective Dispute Resolution, International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;

Change Authorisation	Part 3 of the Change Form executed by the Parties in accordance with paragraph 4 of Schedule 6.2 (Change Control Procedure);
Change Control Procedure	the procedure set out in Schedule 6.2 (Change Control Procedure);
Change Form	a form for dealing with Contract Changes in accordance with the Change Control Procedure, substantially in the form set out in the Appendix to Schedule 6.2 (Change Control Procedure);
Change Impact Assessment	Part 2 of the Change Form completed by the Supplier in accordance with paragraphs 2 and 3 of Schedule 6.2 (Change Control Procedure);
Change of Control	a change in Control of the Supplier;
Change Request	Part 1 of the Change Form completed by a Party in accordance with paragraph 2 of Schedule 6.2 (Change Control Procedure);
Change in Law	any change in Law which impacts on the performance of the Deployed Services and which comes into force after the Effective Date;
Claim	any action, claim, demand or proceedings;
Codes and Standards	<p>(a) all of the codes and standards listed in the Service Requirements and/or the Supplier Solution;</p> <p>(b) all applicable codes of practice issued pursuant to the New Roads and Street Works Act 1991;</p> <p>(c) all applicable standards, specifications and codes of practice issued by the Secretary of State for Transport, the Department for Transport (or a successor body) and/or the Department for the Environment, Food and Rural Affairs including in respect of the design, construction, operation or maintenance of highways;</p> <p>(d) all applicable national and local planning policy in respect of electronic communications and sensitive locations and buildings including the natural, built and historic environment;</p> <p>(e) all applicable guidelines published by the International Commission on Non-Ionising Radiation Protection;</p> <p>(f) the Code of Best Practice on Mobile Phone Network Development published by the Office of the Deputy Prime Minister (where applicable to the Deployed Services),</p> <p>as updated or amended from time to time;</p>

Commission Decision	the decision from the European Commission approving an aid scheme (as defined in Council Regulation (EC) 659/1999) with reference number C(2012) 8223 final;
Commercially Sensitive Information	the information listed in Schedule 3.2 (Commercially Sensitive Information) comprising the information of a commercially sensitive nature relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
Compliance Matrix	the compliance matrix set out in the Supplier Solution which details the agreed compliance of the Supplier Solution against the Service Requirements, as further specified in paragraph C of Schedule 2 (Service Requirements);
Confidential Information	the Authority Confidential Information and/or the Supplier Confidential Information;
Consents	all permits, licences, permissions, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are required for the performance of any of the Supplier's obligations under this Contract, whether required in order to comply with Law or as a result of the rights of any third party;
Contract	the Clauses of this Contract together with the Schedules and Appendices to it and the terms set out in any executed Change Form;
Contract Change	any change to the terms of this Contract;
Contracting Authority	any contracting authority as defined in regulation 3 of the Public Contracts Regulations 2006 excluding the Authority;
Control	where a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of another person (whether through the ownership of voting shares, by contract or otherwise) and " Controls " and " Controlled " shall be interpreted accordingly;
Conviction	other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding-over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being made the subject of a prohibition or restriction under section 218(6) of the Education Reform Act 1988);
Cost Book	the relevant sheets contained in, or referenced from, the Project Model which contain certain input cost data;
Coverage Area	the area designated as white for either Superfast Broadband or Basic Broadband by the Authority within the Speed and Coverage Template within which the Deployed Services are to be provided;

Crown Body	any department, office or agency of the Crown;
Data Controller	shall have the same meaning as set out in the DPA;
Data Processor	shall have the same meaning as set out in the DPA;
Data Protection Legislation	the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended) and all applicable laws and regulations relating to processing of personal data and privacy to the extent they relate to the performance of this Contract;
Data Subject	shall have the same meaning as set out in the DPA;
Default	any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or Subcontractors pursuant to this Contract and in respect of which such Party is liable to the other;
Delay	any period of time by which the implementation of the Deployed Services is delayed by reference to the Implementation Plan;
Demand Stimulation	the stimulation of End User broadband demand and Take-up in accordance with the terms of this Contract;
Deployed Services	all or any part of the services to be provided and/or obligations to be performed by the Supplier to cover the agreed number of premises within the Coverage Area as set out within the Speed and Coverage Template in order to comply with the Service Requirements, the Supplier Solution and Schedule 4.1 (Implementation), and shall include Demand Stimulation, Network Deployment and the Wholesale Access Products and Services;
Dispute	any dispute, difference or question of interpretation pursuant to this Contract, including any dispute, difference or question of interpretation relating to a failure to agree in accordance with the Change Control Procedure or any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;
Dispute Resolution Procedure	the procedure set out in Schedule 6.3 (Dispute Resolution Procedure);
Dispute Resolution Timetable	the Standard Dispute Resolution Timetable or the Expedited Dispute Resolution Timetable;
DPA	the Data Protection Act 1998, including all subordinate legislation enacted under or pursuant to that act;

Due Diligence Information	all information and documents that the Supplier considers either necessary or relevant for the performance of its obligations under this Contract, the development of the Supplier Solution and the calculation of the Milestone Payments (including all information and documents requested by the Supplier);
End User	a consumer or a business in the Coverage Area who/which uses any communications service offered on the Network by a Retail Service Provider;
End User Premises	the End User's home, community or business premises;
Environmental Information Regulations	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;
Effective Date	the date on which this Contract is signed by both Parties;
Escalation Process	the process for escalation during commercial negotiations in accordance with paragraph 3 of Schedule 6.3 (Dispute Resolution Procedure);
Expedited Dispute Resolution Timetable	the reduced timetable for the resolution of material Disputes set out in the Appendix to Schedule 6.3 (Dispute Resolution Procedure) to be used in accordance with paragraph 2.6 of Schedule 6.3 (Dispute Resolution Procedure);
Expiry Date	<p>(a) in respect of the claw back mechanism contained in paragraphs 8 to 11 of Schedule 5.1 (Milestone Payments and Claims Procedure), the earlier of:</p> <p>(i) 31 December 2024</p> <p>(ii) the date specified in (b) below;</p> <p>(b) in respect of all other provisions of this Contract, the date that is 7 years from the Full Service Commencement Date;</p>
Final Additional Service Claw Back Amount	an amount calculated in accordance with paragraph 11.3 of Schedule 5.1 (Milestone Payments and Claims Procedure), which is refundable to the Authority;
Final Take-up Claw Back Amount	an amount calculated in accordance with paragraph 10.5 of Schedule 5.1 (Milestone Payments and Claims Procedure), which is refundable to the Authority;
Financial Distress Event	<p>the occurrence of one or more of the following events:</p> <p>(a) the Supplier's or the relevant Key Subcontractor's credit or Dun & Bradstreet rating (as applicable) drops one or more levels below the level set out in Clause 28.1;</p> <p>(b) the Supplier or a Key</p>

Subcontractor issues a profits warning to a stock exchange or makes any other public announcement about a material deterioration in its financial position or prospects;

- (c) there is a public investigation into improper financial accounting and reporting, suspected fraud and/or any other impropriety of the Supplier or a Key Subcontractor;
- (d) the Supplier or a Key Subcontractor commits a material breach of covenants to its lenders;
- (e) a Key Subcontractor notifies the Authority that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;
- (f) either of the following events:
 - (i) commencement of any litigation against the Supplier or a Key Subcontractor with respect to financial indebtedness; or
 - (ii) any financial indebtedness of the Supplier or a Key Subcontractor becoming due as a result of an event of default,

which in respect of (f) only, the Authority reasonably believes could materially impact on the continued performance and delivery of the Deployed Services in accordance with this Contract and/or puts at risk public subsidy already granted (or to be granted) pursuant to this Contract;

**Financial Distress Event
Remedial Plan**

a plan provided by the Supplier in accordance with Clause 28 to remedy the potential adverse impact of the relevant Financial Distress Event on the continued performance of this Contract and/or the security of public subsidy already granted (or to be granted) pursuant to this Contract;

FOIA

the Freedom of Information Act 2000 and any subordinate legislation made under this Act together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

Force Majeure Event

any cause affecting the performance by a Party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including:

- (a) acts of God, riots, war or armed conflict;
- (b) acts of terrorism;
- (c) acts of the Crown or any

Regulatory Body;

(d) fire, flood, storm or earthquake, subsidence or disaster (including epidemics or pandemics);

(e) any failure or shortage of power, fuel or transport,

but excluding (i) any industrial dispute relating to the Supplier or the Supplier Personnel; or (ii) any other failure in the Supplier or any Subcontractor's supply chain;

Forecast Qualifying Capital Expenditure the Supplier's forecasted capital expenditure for this Contract as detailed in the Project Model;

Framework Agreement the framework agreement relating to the Broadband Delivery Framework between the Supplier and the Framework Authority dated 29 June 2012 as amended from time to time in accordance with its terms;

Framework Authority the Secretary of State for Culture, Olympics, Media and Sport acting through the Department for Culture, Media and Sport as party to the Framework Agreement (or any successor body);

Framework Supplier each supplier (including the Supplier) appointed by the Authority to the Broadband Delivery Framework;

Full Service Commencement Date the date on which the M2 Milestone with ID M2 009 specified in the Implementation Plan has been Achieved;

Funded Mobile Project any publically-funded mobile infrastructure project;

General Change in Law a Change in Law that is not a Specific Change in Law;

Good Industry Practice using standards, practices, methods and procedures (as practised in the UK) and conforming to Law and exercising that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider, manager, operator or other person (as the case may be) engaged in a similar type of undertaking as under this Contract under the same or similar circumstances;

Handover Point a network interconnection point between different communications providers or a communications provider and an RSP;

Holding Company has the meaning given in section 1159 Companies Act 2006 (and for the purposes of the membership requirement in section 1159(1)(b) and section 1159(1)(c) a company shall be treated as a member of another company even if its shares in that other company are registered (i) in the name of its nominee; or (ii) in the name of a person (or the nominee of that person) who is holding the shares as security);

Implementation Plan the implementation plan set out at Appendix 2 to Schedule 4.1 (Implementation) as updated from time to time in accordance with paragraph 5.8 of Schedule 4.1 (Implementation);

Indemnified Claim	any claim, demand, threatened or anticipated claim or demand or other similar circumstance which falls within the scope of one or more of the indemnities provided in this Contract;
Indemnified Party	in respect of an indemnity being given under the terms of this Contract, the Party being indemnified;
Indemnifying Party	in respect of an indemnity being given under the terms of this Contract, the Party providing the indemnity;
Information	has the meaning given by section 84 of the Freedom of Information Act 2000;
Information System	a system for generating, sending, receiving, storing or otherwise processing electronic communications;
Insolvency Event	<p>the occurrence of any of the following events (or any event analogous to any of the following events in a jurisdiction other than England and Wales) in relation to the Supplier (the "entity"):</p> <ul style="list-style-type: none"> (a) passing a resolution for its winding up or a court of competent jurisdiction making an order for the entity to be wound up or dissolved or the entity being otherwise dissolved; (b) the appointment of a liquidator, administrator, administrative receiver or the making of an administration order in relation to the entity or an encumbrancer taking possession of or selling all or a material part of the entity's undertaking, assets, rights or revenue; (c) any proposal being made for a voluntary arrangement, a composition of debts or a scheme of arrangement to be approved whether under the Insolvency Act 1986 or the Companies Act 2006 or otherwise with all or a substantial majority of its creditors; (d) being unable or admitting its inability to pay its debts as they fall due or being capable of being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (but with the phrase "it is proved to the satisfaction of the court that" removed from section 123(2) of the Insolvency Act 1986); (e) enforcement of any security over all or a material part of the assets of the entity; or (f) any expropriation, attachment, sequestration, distress or execution affecting all or any material part of any asset or assets of the entity which is not discharged within 14 days, <p>except, where applicable, in respect of any resolution by the relevant entity or a court order that such entity be wound up for the purpose of a bona fide solvent reconstruction or</p>

amalgamation;

Intellectual Property Right	<p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, know-how, trade secrets and other rights in Confidential Information;</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction;</p>
Investment Fund	the fund of monies available for reinvestment in the Network pursuant to paragraph 12 of Schedule 5.1 (Milestone Payments and Claims Procedure), which shall be recorded in the Project Accounts;
IPR	Intellectual Property Right;
ITT	the invitation to tender for the provision of certain network deployment and broadband related services issued by the Authority to the Framework Suppliers on 4 April 2014 (as may have been updated by the Authority during the relevant Call Off Procedure);
Key Personnel	those members of the Supplier Personnel listed in Schedule 3.4 (Key Personnel);
Key Service	<p>any Deployed Service (in whole or in part), excluding Deployed Services provided under any Satellite Subcontract, where in the Authority's reasonable view from time to time:</p> <p>(a) the relevant Deployed Service is critical to the provision of the Deployed Services as a whole;</p> <p>(b) there is no immediately available equivalent or comparable replacement service; and/or</p> <p>(c) the non-performance of the relevant Deployed Service would disproportionately affect the delivery of this Contract relative to the delivery of network and wholesale broadband related services by the Supplier in areas of the UK without public subsidy;</p>
Key Subcontract	a Subcontract between the Supplier and a Key Subcontractor;
Key Subcontractor	in the Authority's opinion, any Subcontractor providing, or that is proposed to provide, a Key Service, which at the Effective Date comprises those Subcontractors listed in Schedule 3.3 (Key Subcontractors);
Key Subcontractor	a Financial Distress Event affecting a Key Subcontractor;

Financial Distress Event

Law	any applicable law, statute, by-law, regulation, order, regulatory policy, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
LCIA	the London Court of International Arbitration;
Local Body	<p>each of the following bodies within the UK borders including successors to those bodies' functions and organisations created to deliver their functions and objectives:</p> <ul style="list-style-type: none">(a) local authorities (including groups of local authorities) within the UK borders a list of which as at the date of signature of the Framework Agreement is available at: http://webarchive.nationalarchives.gov.uk/20120604101819/http://direct.gov.uk/en/DI1/Directories/Localcouncils/AToZOfLocalCouncils/DG_A-Z_LG;(b) Local Enterprise Partnerships established (or to be established) between any of the local authorities within the UK borders referred to above and businesses, a current list of which is available at: https://www.gov.uk/government/policies/supporting-economic-growth-through-local-enterprise-partnerships-and-enterprise-zones/supporting-pages/local-enterprise-partnerships;(c) the following Regional Development Agencies in England: Advantage West Midlands; East Midlands Development Agency; East of England Development Agency; London Development Agency; Northwest Regional Development Agency; One North East; South East England Development Agency; South West of England Regional Development Agency; Yorkshire Forward;(d) the Welsh Ministers;(e) the Scottish Ministers;(f) Scottish Enterprise;(g) Highlands and Islands Enterprise;and(h) the Department of Enterprise, Trade and Investment in Northern Ireland;
Loss	all damages, losses, liabilities, costs, expenses (including legal and other professional charges and expenses), and charges whether arising under statute, contract or at common law or in connection with judgments, proceedings, internal costs or demands;
M0 Milestone	an M0 type Milestone specified as such in the Implementation Plan, which shall be consistent with the relevant Milestone Achievement Criteria set out in Appendix 1 of Schedule 4.1

	(Implementation);
M1 Milestone	an M1 type Milestone specified as such in the Implementation Plan, which shall be consistent with the relevant Milestone Achievement Criteria set out in Appendix 1 of Schedule 4.1 (Implementation);
M2 Milestone	an M2 type Milestone specified as such in the Implementation Plan, which shall be consistent with the relevant Milestone Achievement Criteria set out in Appendix 1 of Schedule 4.1 (Implementation);
M3 Milestone	an M3 type Milestone specified as such in the Implementation Plan, which shall be consistent with the relevant Milestone Achievement Criteria set out in Appendix 1 of Schedule 4.1 (Implementation);
Master Project Model	the Parties' agreed version of the Project Model, as updated from time to time in accordance with Schedule 5.3 (The Project Model), which represents the agreed master copy of the Project Model for the purposes of this Contract;
Milestone	each of the milestones set out in the Implementation Plan;
Milestone Achievement Certificate	a certificate provided by the Authority upon the Achievement of a Milestone in accordance with paragraph 6 of Schedule 4.1 (Implementation), substantially in the form set out in Appendix 3 to Schedule 4.1 (Implementation);
Milestone Achievement Criteria	the criteria for the Achievement of each Milestone type as specified in Appendix 1 of Schedule 4.1 (Implementation);
Milestone Achievement Report	a report provided by the Supplier in accordance with paragraph 6 of Schedule 4.1 (Implementation);
Milestone Date	each of the dates described as such in the table set out in Appendix 2 of Schedule 4.1 (Implementation);
Milestone Payment	each of the payments specified as such in Appendix 1 of Schedule 5.1 (Milestone Payments and Claims Procedure);
Milestone Payment Claim	the Supplier's claim for payment in respect of the Achievement of a Milestone;
Mediator	the independent third party appointed in accordance with paragraph 4.2 of Schedule 6.3 (Dispute Resolution Procedure);
MPC	Milestone Payment Claim;
MPC Supporting Documentation	the documentation described in paragraph 4 of Schedule 5.1 (Milestone Payments and Claims Procedure);
Net Additional Service Revenue	has the meaning given in paragraph 11.2 of Schedule 5.1 (Milestone Payments and Claims Procedure);
Net Additional Take-up	has the meaning given in paragraph 10.2 of Schedule 5.1 (Milestone Payments and Claims Procedure);
Network	the electronic communications network from any Handover Point to all End User termination points as specified for the

	Deployed Services, which is a Solution Component and which shall be constructed, rolled out, installed, commissioned, deployed and operated by the Supplier in accordance with this Contract;
Network Deployment	the design, Testing, installation, implementation, rollout, provision and ongoing maintenance of the Network in accordance with the Implementation Plan, the Project Plan and the other relevant terms of this Contract;
Notice of Dispute	a written notice served by one Party on the other in accordance with paragraphs 2.1 and 2.2 of Schedule 6.3 (Dispute Resolution Procedure);
Official Assurance Review	a formal review of the Authority and/or its projects or programmes, including gateway reviews, integrated assurance, starting gate or other reviews recommended or mandated by the Cabinet Office and/or its major projects authority;
Other Beneficiary	<p>each of the following bodies:</p> <p>Sheffield City Council;</p> <p>Doncaster Borough Council;</p> <p>Rotherham Metropolitan Borough Council; and</p> <p>such other public body beneficiary notified by the Authority to the Supplier from time to time and agreed by the Parties (acting reasonably) in accordance with the Change Control Procedure;</p>
Outturn Investment Ratio	<p>a calculation that shows the actual Additional Supplier Expenditure the Supplier has incurred and forecasts to incur during the Term compared to the Subsidy Payments the Supplier has received and forecasts to receive, calculated as follows:</p> <p>Outturn Investment Ratio = (Additional Supplier Expenditure incurred to date and forecast by the Supplier to be incurred during the Term) divided by the sum of: (i) Additional Supplier Expenditure incurred to date and forecast by the Supplier to be incurred during the Term; plus (ii) Subsidy Payments received and forecast by the Supplier to be received during the Term;</p>
Parties	the parties to this Contract (which at the Effective Date is the Authority and the Supplier) and their permitted assigns, and references to a " Party " shall mean one of the parties to this Contract;
Permitted Expenditure	the capital expenditure incurred by the Supplier in respect of the implementation of the Network as detailed in Appendix 2 to Schedule 5.1 (Milestone Payments and Claims Procedure) and which, as a consequence, qualifies for public subsidy provided solely by the Framework Authority and/or the Authority (i.e. not EU funding or other forms of UK government funding);
Personal Data	shall have the same meaning as set out in the DPA;

Phase	each phase of Implementation as set out in the Implementation Plan;
Post-Effective Date Surveys	those surveys of the Service Environment agreed by the Parties to be conducted after the Effective Date pursuant to Clause 5.5, as detailed in the Supplier Solution;
Process	has the meaning given to it under the Data Protection Legislation but, for the purposes of this Contract, shall include both manual and automatic processing;
Procurement Legislation	Directive 2004/18/EC of the European Parliament and of the Council and Council Directive 89/665/EEC of the European Parliament and of the European Council (as amended by Directive 2007/66EC) or any legislation implementing either or both of them;
Prohibited Act	<p>each of the following constitutes a Prohibited Act:</p> <ul style="list-style-type: none"> (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to: <ul style="list-style-type: none"> (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract; (c) committing any offence: <ul style="list-style-type: none"> (i) under the Bribery Act; (ii) under legislation creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the Authority; or (iv) defrauding, attempting to defraud or conspiring to defraud the Authority;
Project Accounts	the summary financial records to be maintained by the Supplier in respect of this Contract, as described in paragraph 5 of Schedule 5.1 (Milestone Payments and Claims Procedure);
Project Investment Ratio	a project investment calculation made in the Project Model that shows the Additional Supplier Expenditure the Supplier forecasts to incur during the Term compared to the Subsidy

Payments the Supplier forecasts to receive, calculated as follows:

Project Investment Ratio = Additional Supplier Expenditure the Supplier forecasts to incur during the Term divided by the sum of: (i) Additional Supplier Expenditure the Supplier forecasts to incur during the Term; plus (ii) Subsidy Payments the Supplier forecasts to receive during the Term;

Project Model	the Supplier's financial model (including the Cost Book and the Wholesale Access Price Book) for this Contract, which at the Effective Date is set out in the Appendix to Schedule 5.3 (The Project Model), as updated from time to time in accordance with this Contract;
Project Period	a defined period against which costs and revenues are set out in the Project Model – i.e. monthly/quarterly;
Project Plan	the Supplier's project plan which shall comply with the requirements for such plan set out in paragraph 5 of Schedule 4.1 (Implementation) and which at the Effective Date is referenced at Appendix 2 to Schedule 4.1 (Implementation);
Project Specific IPR	<p>(a) IPR in items or works created by the Supplier (or a Subcontractor or third party on behalf of the Supplier) for the purposes of this Contract and updates and amendments of such items or works; and/or</p> <p>(a) IPR arising as a result of the performance of the Supplier's obligations under this Contract;</p>
Project Unit Margin	a proxy profit margin figure per End User per Project Period expressed (before interest, tax, depreciation and amortisation) as an average over the project life or timeline as set out in the Project Model for the period following the final M2 Milestone;
Project Wholesale Access Prices	the wholesale access prices applicable to this Contract, as described in paragraph 2 of Schedule 5.2 (Wholesale Access Pricing);
Qualifying Capital Expenditure	<p>(a) the Permitted Expenditure;</p> <p>(b) not used,</p> <p>to the extent incurred by the Supplier in respect of the implementation of the Network;</p>
Reference Financial Model	the Supplier's reference financial model set out in Schedule 4 (Reference Financial Model) of the Framework Agreement;
Reference Supplier Solution	the reference Supplier solution set out in Part A of Schedule 3.1 (Supplier Solution);
Regulator	the body responsible for regulating the UK telecommunications market from time to time, which at the Effective Date is Ofcom;
Regulatory Bodies	those government departments and UK and EU regulatory, statutory and other entities, committees and bodies (excluding

the Authority) which, whether under statute, rules, regulations or otherwise, are entitled to regulate, investigate, audit or influence the matters dealt with in this Contract or any other affairs of the Authority (which shall include any body required to perform any annual statutory financial audit or any value for money (VfM) audit of the Authority and any successor body responsible from time to time for performing the audit function previously performed by the Audit Commission) and "**Regulatory Body**" shall be construed accordingly;

Relief Event	the failure of the Authority and/or an Other Beneficiary to perform a dependency listed in Schedule 4.3 (Relief Events) upon which the Supplier is dependent in order to perform the Deployed Services;
Relief Notice	a notice provided by the Supplier in accordance with Clause 19.2;
Remedial Plan	a remedial plan agreed by the Parties in accordance with the Remedial Plan Process;
Remedial Plan Process	the remedial plan process described in Clause 38 and Schedule 6.5 (Remedial Plan Process);
Request for Information	has the meaning set out in the FOIA or any apparent request for information under the FOIA or the Environmental Information Regulations;
Replacement Services	any services which are the same as or substantially similar to any of the Deployed Services and which are provided, or are to be provided, in substitution for any of the Deployed Services following the termination (in whole or in part) and/or expiry of this Contract;
Representative	the Authority Representative or the Supplier Representative as the context requires;
Retail Service Provider	a provider of retail internet services to End Users and/or a reseller of wholesale broadband services to providers of retail internet services to End Users;
RSP	Retail Service Provider;
Satellite Subcontract	a Subcontract from time to time between the Supplier and a specialist satellite provider for the provision of relevant Deployed Services;
Service Commencement Date	the actual date on which the Supplier commences provision of a Deployed Service;
Service Environment	the environment within which the Deployed Services shall be provided and/or connected to including all relevant land, property, buildings, carriageways, highways, infrastructure, networks and airspace;
Service Requirements	the Authority's requirements for the Deployed Services set out in Schedule 2 (Service Requirements), as qualified by the compliance statements set out in the Compliance Matrix;

SMEs	small and medium sized enterprises;
Solution Component	a physical and/or logical component constituting the technology underlying the Supplier Solution as set out in the Solution Component Template;
Solution Component Template	a template setting out details for each Solution Component, as set out in the Supplier Solution;
Specific Change in Law	a Change in Law that solely affects or solely relates to the provision of the Deployed Services (or services equivalent to the Deployed Services) in any area in the UK which receives or which is eligible to receive public subsidy to stimulate private broadband infrastructure investment;
Speed and Coverage Template	the speed and coverage template set out at Appendix 3 of the Supplier Solution;
State Aid Terms	<p>the terms set out in:</p> <ul style="list-style-type: none"> (a) the Commission Decision; (b) the relevant articles of the Treaty on the Functioning of the European Union, in particular Articles 107 - 109; and (c) the European Community rules, regulations and guidelines relating to State aid in force from time to time, including at the Effective Date the Community Guidelines for the application of State aid rules in relation to rapid deployment of broadband networks (reference 2009/C 235/04);
Subcontract	any agreement (other than this Contract) in which a third party agrees to provide (i) any part of the Deployed Services; and/or (ii) any facilities or services materially required for the provision of the Deployed Services;
Subcontractor	a third party other than the Supplier which enters into a Subcontract;
Subsidiary	has the meaning given in section 1159 Companies Act 2006 (and for the purposes of the membership requirement in section 1159(1)(b) and section 1159(1)(c) a company shall be treated as a member of another company even if its shares in that other company are registered (i) in the name of its nominee; or (ii) in the name of a person (or the nominee of that person) who is holding the shares as security);
Subsidy Payments	those UK or European Union public funding payments paid to the Supplier pursuant to this Contract;
Superfast Broadband	an Access Line Speed of over 24Mbps;
Supplier Confidential Information	any information provided by the Supplier (or its Subcontractors or Supplier Personnel) to the Authority in relation to this Contract, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Supplier, including IPR, together with all information derived from the above, and any other information

clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;

Supplier IPR	any IPR (excluding the Authority IPR) owned by the Supplier or any Subcontractor (or their respective Affiliates), or licensed to or used by the Supplier or any Subcontractor (or their respective Affiliates) in connection with this Contract, and which shall include the Project Specific IPR;
Supplier Location	any location at or from which the Supplier provides the Deployed Services (other than the Authority Premises);
Supplier Personnel	all employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor employed or engaged in the performance of this Contract from time to time;
Supplier Representative	the representative appointed by the Supplier in accordance with Clause 34.1;
Supplier Solution	the Supplier's solution to meet the Service Requirements set out in Schedule 3.1 (Supplier Solution);
Survey Assumption	a survey assumption specified in Appendix 3 of Schedule 5.1 (Milestone Payments and Claims Procedure);
Take-up	the adoption by any End User of retail services delivered on the Network in the Coverage Area;
Take-up Reinvestment Amount	an amount calculated in accordance with paragraph 10.4 of Schedule 5.1 (Milestone Payments and Claims Procedure), which shall be used for Network reinvestment in accordance with paragraph 12 of Schedule 5.1 (Milestone Payments and Claims Procedure);
Take-up Review Point	<p>(a) the later of (i) the third anniversary of the Effective Date; and (ii) Achievement of the final type 2 Milestone, and thereafter the expiry of each two (2) year period during the Term (each being an 'interim Take-up Review Point'); and</p> <p>(b) the Expiry Date (being the 'final Take-up Review Point');</p>
Template Call Off Contract	the template call off contract set out at Schedule 11 (Template Call Off Contract) of the Framework Agreement as updated from time to time;
Term	the period that this Contract is in force;
Test	a test performed by the Supplier in respect of a Test Item, in accordance with the Test Strategy and paragraph 7 of Schedule 4.1 (Implementation);
Test Item	an item or Deployed Service (or part of a Deployed Service) identified in the Test Strategy as being subject to Testing;

Test Success Criteria	the test success criteria for each Test as specified in the Test Strategy;
Test Strategy	the strategy for Testing that shall be maintained by the Supplier in accordance with paragraph 7.3 of Schedule 4.1 (Implementation), the version agreed at the Effective Date being set out in Appendix 4 of Schedule 4.1 (Implementation);
Testing	the performance of Tests in accordance with paragraph 7 of Schedule 4.1 (Implementation);
VAT	any value added tax;
Wholesale Access Prices Benchmarking	a benchmarking exercise as described in paragraph 3 of Schedule 5.2 (Wholesale Access Pricing);
Wholesale Access Price Book	the relevant sheets contained in, or referenced from, the Project Model which contain wholesale access pricing;
Wholesale Access Products and Services	the wholesale access products and services to be leased to Retail Service Providers as set out in the Wholesale Product Template;
Wholesale Product Template	the wholesale product template set out in the Supplier Solution;
Working Day	any day other than a Saturday, Sunday or public holiday in England and Wales.