

CUMBRIA COUNTY COUNCIL

Lot 2.2

SCHEDULE 1

DEFINITIONS

Redacted Contract

SCHEDULE 1

Definitions

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

- "1999 Act"** means the Local Government Act 1999;
- "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 excluding any contention built into the Contractor Technical Solution or any contention introduced by RSPs;
- "Achieve"** in relation to Network Completion, a Milestone, or a Key Milestone the Milestone Achievement Criteria for that Milestone have been satisfied and **"Achieved"** and **"Achievement"** shall be construed accordingly;
- "Actual Additional Contractor Expenditure"** means the actual Additional Contractor Expenditure incurred;
- "Actual Network Completion Date"** the date on which Network Completion occurs;
- "Actual Unsubsidised Qualifying Capital Expenditure"** means the actual Unsubsidised Qualifying Capital Expenditure incurred;
- "Additional Contractor Expenditure"** means:
- (a) Unsubsidised Qualifying Capital Expenditure; and
 - (b) other expenditure reasonably incurred by the Contractor in respect of implementation of the Network,
- which has not attracted a Subsidy Payment from any source;
- "Additional Service Revenue"** means gross revenue derived by the Contractor from Wholesale Access Products and Services, other than broadband revenues (for the avoidance of doubt this excludes RSP services that utilise Wholesale Access Products and Services);
- "Additional Service Review Point"** means:
- (a) the first anniversary of the Network Completion and each anniversary thereafter during the Term (each being an 'interim Additional Service Review Point'); and
 - (b) the expiry date (being the "final Additional Service Review Point");

"Adds"	provision of additional services to an End User;
"Affected Party"	the party seeking to claim relief in respect of a Force Majeure Event;
"Affiliate"	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;
"Affordable"	means within the range of prices of equivalent price per megabit in metropolitan areas;
"Agreement"	the clauses of this Agreement together with the schedules and annexes to it and any documents expressly referenced in this Agreement as forming part of this Agreement;
"Agreement Change"	any change to the terms of this Agreement;
"Agreement Date"	the date on which this Agreement is signed by both parties;
"ALA"	Active Line Access, as defined by NICC;
"Anticipated Network Completion Date"	means the date referred to in Appendix 2 of Schedule 4.1 (Implementation);
"Authority Accounting Year"	means a period of twelve (12) Months commencing on 1 April provided that: <ul style="list-style-type: none"> (a) the first Authority Accounting Year shall be the period commencing on the Agreement Date and ending on the immediately following 31 March; and (b) the final Authority Accounting Year shall be the period commencing on 1 April immediately preceding the last day of the Term and ending on that day;
"Authority Data"	<ul style="list-style-type: none"> (a) the information, data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) embodied in any form including electronic, magnetic, optical or tangible media, and which are: <ul style="list-style-type: none"> (i) supplied to the Contractor by or on behalf of the Authority; or (ii) which the Contractor is required to generate, process, store or transmit pursuant to this Agreement; and (b) any Personal Data for which the Authority or a Funder is the Data Controller;
"Authority Premises"	means premises (excluding highways) owned, controlled or occupied by the Authority or its Affiliates which are made available for use by the Contractor or its Sub-contractors in connection with the provision of the Network and/or the Wholesale Services (or any of them) on the terms set out in this Agreement or any separate agreement or licence;

"Authority Representative"	the representative appointed by the Authority pursuant to clause 22.1;
"Authority's Background IPR"	means any IPR owned by, or licensed to, the Authority (excluding the Contractor IPR) and which (i) is contained in any information, document, specification, drawing, plan or other material supplied or made available by the Authority to the Contractor; and (ii) shall include any modifications;
"Authority's Confidential Information"	any information, however it is conveyed, that relates to the business, affairs, products, commercial information, technology, developments, trade secrets, know-how, personnel and suppliers of the Authority, including IPRs, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " <i>confidential</i> ") or which ought reasonably to be considered to be confidential, including any such information provided by Funders;
"Automated Retail Online Platform"	a range of interfaces, systems and processes which allow Internet Service Providers to deliver, maintain, cease or transfer an End User's retail broadband service, through the inputs needed to build a broadband access service;
"BDUK"	means Broadband Delivery UK;
"BDUK Eligible Expenditure"	means the expenditure described in Part A of Appendix 2 to schedule 5.1 (Milestone Payments and Claims Procedure);
"BDUK Funding Period"	means the period during which the Contractor shall be entitled to payment of BDUK Funding from the Authority for BDUK Eligible Expenditure, such period shall commence on the Effective Date and expire on [];
"Benchmark Data"	that data used to form the basis of comparison in a Wholesale Access Prices Benchmarking, as described in paragraph 3 of schedule 5.2 (Wholesale Access Pricing);
"Best Value Duty"	the duty imposed on the Authority by Part 1 of the 1999 Act and under which the Authority is under a statutory duty to continuously improve the way its functions are exercised, having regard to a combination of economy, efficiency and effectiveness and to the Guidance issued from time to time by the Secretary of State, Audit Commission and the Chartered Institute of Public Finance and Accountancy pursuant to, or in connection with, Part 1 of the 1999 Act;
"Board"	means any one of the boards included in Appendix 1 to schedule 6.1 (Governance) which includes the Detailed Planning Group Board, Programme Board, Strategic Board and End of Implementation Board;
"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 where this is incorporated under Law;
"BSS"	the Contractor's business support systems which comprise software applications that support the RSP;

"Business Case"	the parties' expectations of anticipated costs of deployment and operation of, and revenue generation from, the Network as contained in the Business Plan from time to time;
"Business Continuity Plan (BCP)"	the business continuity plan which identifies the organisation's exposure to internal and external threats and sets out the activities that are intended to enable continued business operation in the event of unforeseen interruption;
"Busy Hour"	in a communications system, the sliding 60 minute period during which occurs the maximum total traffic load in a given 24 hour period;
"Cabinet Office"	the Cabinet Office is a department of the Government of the United Kingdom responsible for supporting the Prime Minister and Cabinet of the United Kingdom;
"Change"	any change to the Services, the Service Levels, the Implementation Plan, Quality Plans, Milestone Payments and any other variation to this Agreement proposed by either party and agreed pursuant to the Change Control Procedure;
"Change Control Procedure"	the procedure for changing this Agreement, as 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 Contractor accordance with paragraphs 2 and 3 of schedule 6.2 (Change Control Procedure);
"Change in Law"	any change in Law, which impacts on the performance of the Services which comes into force after the Effective Date;
"Change of Control"	a change in Control of the Contractor or a Key Sub-contractor;
"Change Request"	Part 1 of the Change Form completed by a party in accordance with paragraph 2 of schedule 6.2 (Change Control Procedure);
"Claim"	any action, claim, potential claim, counterclaim, potential counterclaim, cause of action, demand or proceedings, whether known or unknown, suspected or unsuspected, actual or contingent;
"Claimable Output"	means those premises within a Phase that are able to order from: <ul style="list-style-type: none"> (a) at least two independent service providers; or (b) one service provider (provided that the Contractor can demonstrate (to the reasonable satisfaction of the Authority) that the Contractor has provided open access on market standard reasonable terms (including wholesale prices that are no more than 100% of those in metropolitan areas)), <p>a broadband service that delivers (as a minimum) 2Mbs Universal Service Coverage;</p>

"Code Operator"	has the meaning given to it under the Communications Act 2003;
"Codes and Standards"	<ul style="list-style-type: none"> (a) all of the codes and standards listed in the Service Requirements and/or the Supplier Solution; (b) all applicable codes of practice issued pursuant to the New Roads and Street Works Act 1991; (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; (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; (e) all applicable guidelines published by the International Commission on Non-Ionising Radiation Protection; (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), (g) as updated or amended from time to time;
"Commercially Sensitive Information"	the information listed in part A of schedule 3.2 (Commercially Sensitive Information) comprising the information of a commercially sensitive nature relating to the Contractor, its IPR or its business or which, if disclosed by the Authority, would cause the Contractor significant commercial disadvantage or material financial loss;
"Committed Rate"	the implicit or explicit Service Frame (as defined by NICC ND 1030) throughput rate that the Contractor has dimensioned the Network to carry and expects to achieve even under heavy loading;
"Communications Act 2003"	the Communications 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
"Community Build and Benefit"	a business and operations model, according to which a community secures the appropriate demand level, bears the cost of civil works, including wayleaves, while the Contractor pays for all active components costs and assumes all operational and maintenance responsibility for the network extensions;
"Community Concession"	a business and operations model, according to which a community may secure the appropriate demand level and offer a concession to the Contractor to build and operate the network as an extension to the Contractor's NGA solution. The community bears the cost of civils, wayleaves and pays for all active components costs. The Contractor assumes all operation and maintenance duties for the network extension for the term of the concession, while title to the assets will remain with the community;

"Community Partnership"	a business and operations model, according to which a community may secure the appropriate demand level and agree to work in partnership with the Contractor to deliver an extension to the NGA solution. The community's contribution will be a combination of in kind services (civil works and associated wayleaves) and financial investment. The Contractor and community secure their investment in a partnership vehicle. The Contractor assumes all operation and maintenance duties for the network extension for the term of the partnership. Title to the assets will be shared by the members of the partnership;
"Compliance Matrix"	the compliance matrix set out at Appendix 1 of schedule 3.1 (Contractor Solution) which details the agreed compliance of the Contractor Solution and Contractor Technical Solution against the Service Requirements;
"Confidential Information"	the Authority's Confidential Information and/or the Contractor's Confidential Information;
"Contract Year"	a period of twelve (12) months commencing on the Agreement Date or on an anniversary of the Agreement Date;
"Contracting Authority"	any contracting authority as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Authority;
"Contractor Assets"	means any assets (including plant, vehicles, equipment, software and hardware) wholly owned by the Contractor and used by the Contractor in relation to the Project (but excluding, for the avoidance of doubt, any interests in land);
"Contractor Infrastructure"	the premises, hardware, dedicated circuit capacity, computer and telecoms devices, ducts, drawpits, cables, fibres, cabinets and other equipment or infrastructure supplied or used by the Contractor or its Sub-contractors (but not hired, leased or loaned from the Authority) as part of the Network or otherwise for the provision of the Services;
"Contractor IPR"	any IPR owned by, or licensed to, the Contractor or any Subcontractor (or their respective Affiliates) and which is contained in any information, document, specification, drawing, plan or other material supplied or otherwise made available to the Authority by the Contractor or any Sub-contractor (or their respective Affiliates), and which shall include (i) the Project Specific IPR and (ii) any modifications;
"Contractor Locations"	means all locations used in connection with the provision of the Services including but not limited to all buildings and other premises owned, leased or otherwise occupied by the Contractor or any Sub-contractor;
"Contractor Personnel"	all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;
"Contractor Proposal"	means the proposal submitted by the Contractor to the Authority on 13 August 2012;
"Contractor Representative"	the representative appointed by the Contractor pursuant to clause 22.1 (Representatives);

"Contractor Solution"	the Contractor's solution to meet the Services Requirements as set out in schedule 3.1 (Contractor Solution);
"Contractor Technical Solution"	a set of Solution Components used by the Contractor which meets the requirements set out in schedule 2 (Service Requirements) and which is an aggregation of Network, BSS, OSS used to deliver Wholesale Access Products and Services;
"Contractor's Confidential Information"	any information, however it is conveyed, that relates to the business, affairs, products, commercial information, technology, developments, trade secrets, know-how, personnel and suppliers of the Contractor, including IPRs, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as " <i>confidential</i> ") or which ought reasonably to be considered to be confidential, including the Commercially Sensitive Information;
"Control"	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and " Controls " and " Controlled " shall be interpreted accordingly;
"Conviction"	means 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;
"Correction Plan"	the Contractor's plan for the remediation of any Test Issues or the resolution of any non-conformities in any Deliverable to be agreed in accordance with clauses 6.4 to 6.10 (inclusive);
"Council Regulations"	means together Regulation 1080 and Regulation 1083;
"Critical Service Failure"	means a failure or Network error/fault which causes total interruption or severe degradation of the Services;
"Crown Body"	any department, office or agency of the Crown;
"Data Controller"	shall have the same meaning as set out in the Data Protection Act 1998;
"Data Processor"	shall have the same meaning as set out in the Data Protection Act 1998;

"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 and the use and storage of communications data including traffic data and location data applicable to the Services from time to time, including where applicable the guidance and codes of practice issued by the Information Commissioner from time to time;
"Data Subject"	shall have the same meaning as set out in the Data Protection Act 1998;
"Date Compliant"	means that no previous or future date change has had or will have any adverse impact on the performance or functionality of the Network;
"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 sub-contractors in connection with or in relation to the subject-matter of this Agreement and in respect of which such party is liable to the other;
"Defined Confidential Information"	the information listed in part B of schedule 3.2 (Commercially Sensitive Information)
"Delay"	the period of time by which the Contractor has failed (by reference to the Implementation Plan) to Achieve a Milestone;
"Deliverable"	an item, feature or service associated with the provision of the Network which is required to be delivered by the Contractor at a Milestone Date or at any other stage during in the performance of this Agreement;
"Demand Stimulation"	stimulation of End User broadband demand and take up;
"Disaster"	means a Force Majeure Event or any other event (including explosion, terrorist activity, hurricane, or other weather effects, power loss, criminal damage or accidental damage) which has the effect of causing a complete failure of the provision of the Services or a failure of any part of the provision of the Services;
"Dispute"	any dispute, difference or question of interpretation arising out of this Agreement, including any dispute, difference or question of interpretation relating to the Services, failure to agree in accordance with the Change Control Procedure or any matter where this Agreement directs the parties to resolve an issue by reference to the Dispute Resolution Procedure;
"Dispute Resolution Procedure"	the dispute resolution procedure set out in schedule 6.3 (Dispute Resolution Procedure);
"Dispute Resolution Timetable"	the Standard Dispute Timetable or the Expedited Dispute Timetable;

"Due Diligence Information"	all information and documents that the Contractor considers either necessary or relevant for the performance of its obligations under this Agreement, and the development of the Contractor Solution;
"Effective Date"	the date on which both of the conditions set out in clause 2 of this Agreement are satisfied;
"Eligible Expenditure"	means the capital and/or revenue expenditure incurred by the Contractor in respect of the implementation of the Network which includes BDUK Eligible Expenditure and ERDF Eligible Expenditure;
"Employee Liabilities"	all claims, including claims for redundancy payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal compensation, compensation for discrimination, claims for equal pay, compensation for less favourable treatment of part-time or fixed-term or agency workers, and any claims (whether in tort, contract or statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses incurred in connection with a claim or investigation (including any investigation by the Commission for Equality and Human Rights or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation), and any legal costs and expenses;
"End User"	those businesses and/or individuals who contract with a Retail Service Provider for End User Services;
"End User Services"	those services delivered to End Users comprising of the Wholesale Services in whole or in part;
"Enterprise Network"	a private network designed to support corporate and SME organisations;
"Environmental Information Regulations"	the Environmental Information Regulations 1992 and the Environmental Information (Amendment) Regulations 1998;
"ERDF"	means the date as notified in writing to the Contractor by the Authority on entering its Funding Conditions;
"ERDF Eligible Expenditure"	has the meaning set out in Part B of Appendix 2 to schedule 5.1 (Milestone Payments and Claims Procedure) provided that such Part B will be refined and developed over time;
"ERDF Funding Period"	means the period during which the Contractor shall be entitled to payment of ERDF Funding from the Authority for ERDF Eligible Expenditure, such period shall commence on the later of the ERDF Start Date and the Effective Date and expire on 30 March 2015;
"ERDF Publicity Guidelines"	means the guidance issued at http://www.communities.gov.uk/documents/regeneration/pdf/19272691.pdf as may be amended from time to time;

"ERDF Start Date"	has the same meaning as the term "Start Date" as defined in the ERDF Funding Conditions;
"Escrow Payment"	means the payment made by the contractor into the Escrow Account calculated in accordance with clause 11 of this Agreement;
"Existing Infrastructure"	the assets, equipment and infrastructure owned by or leased or licensed to the Authority to which the Contractor requires access to and/or use of in order to provide the Services and which are listed in schedule 4.2 (Existing Infrastructure);
"Expedited Dispute Timetable"	the reduced timetable for the resolution of Disputes set out in the Appendix to schedule 6.3 (Dispute Resolution Procedure) to be used in accordance with the provisions of paragraph 2.6 of schedule 6.3 (Dispute Resolution Timetable);
"Expert"	the person appointed in accordance with paragraph 5 of schedule 6.3 (Dispute Resolution Procedure);
"Expert Determination"	the procedure set out in paragraph 4 of schedule 6.3 (Dispute Resolution Procedure);
"Final Additional Service Claw-Back Amount"	means an amount calculated in accordance with paragraph 14.3 of schedule 5.1 (Milestone Payments and Claims Procedure), which shall be added to the Investment Amount;
"Final Take-up Claw-Back Amount"	means an amount calculated in accordance with paragraph 14 of schedule 5.1 (Milestone Payments and Claims Procedure), which shall be added to the Investment Amount;
"Financial Distress Event"	<p>the occurrence of one or more of the following events:</p> <ul style="list-style-type: none"> (a) the Contractor's or the relevant Key Sub-contractor's credit or Dun & Bradstreet rating (as applicable) drops one or more levels below the level set out in clause 43.1; (b) the Contractor or a Key Sub-contractor 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 Contractor or a Key Sub-contractor; (d) the Contractor or a Key Sub-contractor commits a material breach of covenants to its lenders; (e) a Key Sub-contractor notifies the Authority that the Contractor 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 Contractor or a Key Sub-contractor with respect to financial indebtedness; or
 - (ii) any financial indebtedness of the Contractor or a Key Sub-contractor becoming due as a result of an event of default,

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

"Financial Distress Event Remedial Plan"	a plan provided by the Contractor to avoid and prevent any material impact on the performance of this Agreement and/or the security of public subsidy already granted (or to be granted) pursuant to the Agreement as a result of the occurrence of a Financial Distress Event;
"FOIA"	the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;
"Force Majeure Event"	any cause affecting the performance by a party of its obligations arising from acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or Regulatory Bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Contractor, the Contractor Personnel or, subject to clause 24.7, any other failure in the Contractor or the Sub-contractor's supply chain;
"Forecast Unsubsidised Qualifying Capital Expenditure"	means the Contractor's forecasted capital expenditure for the Agreement as detailed in the Project Model;
"Funded Mobile Project"	any publically funded mobile infrastructure project;
"Funders"	means BDUK, ERDF and the Authority (in its capacity as paying body in respect of PRG funds);
"Funding"	means those ERDF or BDUK or PRG public funding payments payable or paid to the Contractor pursuant to this Agreement;
"Funding Conditions"	means the grant funding agreements entered into by the Authority to provide Funding for the purposes of this Agreement ;
"Funding Period"	means the period during which the Authority agrees to provide Milestone Payments, which shall include both the BDUK Funding Period and the ERDF Funding Period;
"Funding Procedures"	means the process for making Payment Claims as set out in Appendix 5 to schedule 5.1 (Milestone Payments and Claims Procedure) (as updated from time to time by agreement in writing between the parties);

"Funding Summary"	means the total amount of Funding for Eligible Expenditure available to the Contractor under this Agreement as set out in Appendix 4 to schedule 5.1 (Milestone Payments and Claims Procedure);
"General Change in Law"	a Change in Law which is not a Specific Change in Law;
"Good Industry Practice"	the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;
"Handover Points"	network interconnection points between different communications providers or a communications provider and an RSP;
"Health and Safety Regime"	the Food Safety Act 1990 (and associated regulations), the Health & Safety at Work etc Act 1974 (and associated regulations), the Fire Precautions Act 1971, the Environmental Protection Act 1998, the Water Industry Act 1991, the Water Resources Act 1991 and any similar or analogous health, safety or environmental legislation in force from time to time;
"IEEE"	the Institute of Electrical and Electronic Engineering;
"IETF"	the Internet Engineering Task Force;
"Implementation Milestones"	means the milestones listed in Table 3 in Appendix 6 to schedule 5.1 (Milestone Payments and Claims Procedure) being the milestones to be achieved by the Contractor as part of the Implementation Works and described more fully in the Implementation Plan in order to perform the Network;
"Implementation Milestone Payments"	means the Milestone Payments that relate to the Implementation Milestones;
"Implementation Plan"	means the plan described in paragraph 4.2 of schedule 4.1 (Implementation);
"Indemnified Claim"	means 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 Agreement;
"Indemnified Party"	means in respect of an indemnity being given under the terms of this Agreement, the party being indemnified;
"Indemnifying Party"	means in respect of an indemnity being given under the terms of this Agreement, the party providing the indemnity;
"Information"	has the meaning given by section 84 of the Freedom of Information Act 2000;

"Insolvency Event"	<p>the occurrence of any of the following events (or any event analogous to any of the following in a jurisdiction other than England and Wales) in relation to the relevant entity:</p> <ul style="list-style-type: none"> (a) the entity 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, or notice being served or filed at court of the intention to appoint, an administrator of or, the making of an administration order in relation to the entity or the appointment of a receiver or administrative receiver of, or an encumbrancer taking possession of or selling, the whole or part of the entity's undertaking, assets, rights or revenue; (c) the entity entering into an arrangement, compromise or composition in satisfaction of its debts with its creditors or any class of them or takes steps to obtain a moratorium or makes an application to a court of competent jurisdiction for protection from its creditors; (d) the entity being unable to pay its debts or being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or (e) the entity entering into any arrangement, compromise or composition in satisfaction of its debts with its creditors, <p>however, a resolution by the relevant entity or a court order that such entity be wound up for the purpose of a bona fide reconstruction or amalgamation shall not amount to an Insolvency Event;</p>
"Insurances"	all or any of the insurances required to be maintained by the Contractor pursuant to this Agreement as set out in schedule 2 (Service Requirements);
"Intellectual Property Rights" or "IPRs"	<ul style="list-style-type: none"> (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; (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 (c) all other rights having equivalent or similar effect in any country or jurisdiction;
"Intervention Area"	the area designated by the Authority to be covered by the Network and Wholesale Services as set out in Appendix 6 of schedule 4.1 (Implementation);
"Investment Amount"	shall have the meaning given to it in paragraph 16.1 of schedule 5.1 (Milestone Implementation Payments and Claims Procedure);
"ISO"	the International Standards Organisation;

"ITU"	the International Telecommunication Union;
"Key Milestones"	the milestones referred to in paragraph 3 of schedule 4.1 (Implementation);
"Key Personnel"	those members of the Contractor Personnel described in schedule 3.4 (Key Personnel) as such is modified by agreement by the parties;
"Key Service"	<p>means any service (in whole or in part) considered by the Authority from time to time:</p> <ul style="list-style-type: none"> (a) to be material and/or critical to the provision of the Services; (b) there is no immediately available equivalent or comparable replacement service; and/or (c) the non-performance of the relevant Services would disproportionately affect the delivery of this Agreement relative to the delivery of network and wholesale broadband related services by the Contractor in areas of the UK without public subsidy, <p>which at the Effective Date shall include the provision of wholesale access by fibre, copper or wireless but excluding services provided by satellite;</p>
"Key Sub-contract"	means each Sub-contract with a Key Sub-contractor;
"Key Sub-contractor"	means in the Authority's opinion, any Sub-contractor providing, or that is proposed to provide, a Key Service, which at the Effective Date comprises those Sub-contractors listed in schedule 3.3 (Key Sub-contractors);
"Know-How"	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the Wholesale Services;
"Law"	any applicable law, statute (including but not limited to Communications Act 2003 (and the General conditions entitlement), Wireless Telegraphy Act 2006, Electronic Communications Code, New Roads and Street Works Act 1991, WEEE Regulations), bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
"Lead-to-Cash Process"	shall mean a process which starts with a sales dialogue between a buyer and supplier which establishes that a product or service will meet the buyer's needs and ends when this need is fulfilled, the service is available to use and the supplier has been paid;
"Liquid Key Sub-contractor Market"	means that there are sufficient willing parties (being at least two parties, each of whom is capable of being a substitute Key Sub-contractor) in the market of similar contracts for the services (in each case similar to the existing Key Sub-contract) for a price which is fair value;

"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 is available at: http://www.direct.gov.uk/en/D11/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: http://www.communities.gov.uk/localgovernment/local/localenterprisepartnerships/; (c) Regional Development Agencies in England a list of which is available at: http://www.englandsrdas.com/contact-us; (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;
"Longstop Network Completion Date"	means the date referred to in Appendix 2 of Schedule 4.1 (Implementation);
"Losses"	all damages, losses, liabilities, costs, expenses (including legal and other professional charges and expenses which have been incurred) and charges whether arising under statute, contract or at common law, or in connection with judgments, proceedings, internal costs or demands;
"MACD"	Moves, Adds, changes and disconnects;
"Management Information"	the management information specified in schedule 2 (Service Requirements), schedule 5.1 (Milestone Implementation Payments and Claims Procedure) and schedule 6.1 (Governance) to be provided by the Contractor to the Authority;
"Marketing Plan"	means the plan outlining the marketing activities to be carried out by the Contractor;
"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 Agreement;
"Material Sub-contractor"	means any Sub-contractor whose scope of work is greater than 20% of the Wholesale Services (by value) or who has carried out a critical role in the provision of the Wholesale Services as identified and agreed between the parties. All Material Sub-contractors shall be identified as such in schedule 3.3 (Key Sub-Contractors)

"Material Test Issue"	a material variance or non-conformity of a Deliverable from its requirements as set out in the relevant Test Criteria which may include the Deliverable being Delayed beyond a period acceptable to the Authority acting reasonably;
"Mbps"	Megabits per second;
"Milestone"	means the descriptions set out in Table 3 of Appendix 6 to schedule 5.1 (Milestone Payments and Claims Procedure);
"Milestone Acceptance Certificate"	means a Milestone Completion Certificate which has been either: <ul style="list-style-type: none"> (a) approved, endorsed and issued by the Authority; or (b) deemed approved, endorsed and issued pursuant to the Dispute Resolution Procedure following a determination that the Contractor has achieved Milestone Completion in respect of the relevant Milestone;
"Milestone Date"	each of the dates described as such in the table set out in Appendix 1 of schedule 4.1 (Implementation);
"Milestone Payment"	means payments calculated in accordance with paragraph 2.1 of schedule 5.1 (Milestone Payments and Claims Procedure);
"Minimum Service Requirements"	the minimum service requirements as identified by the minimum service levels specified at paragraph 10 of schedule 2 (Service Requirements);
"Month"	a calendar month and "monthly" shall be interpreted accordingly;
"Moves"	refers to an End User that requests to be moved from one RSP to another RSP and/or is moving from one home/office location to a different location;
"National Eligibility Rules"	means the national eligibility rules for England available on www.erdfnw.co.uk/funding-guide/eligibility ;
"Net Additional Service Revenue"	has the meaning given in paragraph 14.2 of schedule 5.1 (Milestone Payments and Claims Procedure);
"NICC"	NICC Standards Limited, being a technical forum for the UK communications sector that develops interoperability standards for public communications networks and services in the UK. It is an independent organisation owned and run by its members;
"Net Additional Take-up"	has the meaning given in paragraph 13.2 of schedule 5.1 (Milestone Payments and Claims Procedure);
"Network"	the electronic communication network infrastructure capability, including the Contractor Infrastructure, which is to be constructed, provided, installed, commissioned, managed, deployed, rolled out, and operated by the Contractor under this Agreement;
"Network Completion"	occurs once all the Phases within the Intervention Area have been achieved;

"NICC ALA specifications"	<p>[1] ND1030 Ethernet ALA Service Definition</p> <p>[2] ND1031 ALA UNI Specification</p> <p>[3] ND1036 ALA NNI Specification</p> <p>[4] ND1642 Requirements for Ethernet Interconnect and Ethernet ALA</p> <p>[5] ND 1644 Architecture for Ethernet Active Line Access (ALA)</p> <p>[6] ND 1704 End to End Network Performance Rules and Objectives for the Interconnect of NGNs;</p> <p>or equivalent standards as applicable at the Agreement Date;</p>
"NICC B2B specifications"	<p>[1] ND 1421 NICC B2B User Story Approach</p> <p>[2] ND 1422 NICC B2B Best Practice</p> <p>[3] ND1427 B2B Location & Address Identification Principles</p> <p>[4] ND 1429 Guidelines on Tools for Structuring B2B Specifications</p> <p>[5] ND 1430 B2B Designers and Developers Guide</p> <p>[6] ND 1507 NICC B2B Interface Framework Document</p> <p>[7] ND 1508 Trouble To Resolve (T2R) white paper proposal</p> <p>[8] ND 1509 B2B Trouble-To-Resolve (T2R) International Gap Analysis</p> <p>[9] ND 1510 Lead-To-Cash (L2C) White Paper Proposal</p> <p>[10] ND 1617 Automated Business to Business (B2B) Transactions: Architecture and Principles</p> <p>[11] ND 1618 Profile for ebXML Messaging Service 2.0 Gateways</p> <p>[12] ND 1622 NICC B2B Interface Requirements Document</p> <p>[13] ND 1623 B2B Trouble-To-Resolve (T2R) User Story Requirements</p> <p>[14] ND1624 B2B Lead-to-Cash (L2C) User Story Requirements</p> <p>[15] ND 1626 NICC B2B Trouble-To-Resolve (T2R) Interface Standard</p> <p>[16] ND 1627 B2B Lead-to-Cash (L2C) Interface Standard</p> <p>[17] ND 1637 B2B Trouble-To-Resolve (T2R) XML Standard</p> <p>[18] ND 1641 L2C XML Schema;</p> <p>or equivalent standards as applicable at the Agreement Date;</p>
"Notice of Dispute"	a written notice served by one party on the other stating that the party serving the notice believes that there is a Dispute;
"Ofcom"	national regulatory authority for the telecommunication industries in the United Kingdom;
"Open Access"	separation of access to the network from delivery of services, where the owner or operator of the network allows other communication providers to make use of the facilities for the provision of Wholesale Access Products and Services on commercial terms which are non-discriminatory between the other communication providers;
"OSS"	operational support system which comprises software applications (and occasionally hardware) that support back-office activities in a telecom service provider's network including processes such as maintaining network inventory, provisioning services (the process of preparing and equipping a network to allow it to provide (new) services to its users), configuring network components, and managing faults. The OSS layer contains the infrastructure for technical network management;

Outturn Investment Ratio	<p>a calculation that shows the Actual Additional Contractor Expenditure the Contractor has incurred and forecasts to incur during the Term compared to the Funding the Contractor has received and forecasts to receive, calculated as follows:</p> <p>Outturn Investment Ratio = (Additional Contractor Expenditure incurred to date and forecast) divided by the sum of: (i) Additional Contractor Expenditure incurred to date and forecast by the Contractor to incur during the Term; plus (ii) Funding received and forecast by the Contractor to be received during the Term;</p>
"Payment Claim"	means the Contractor's claim for Eligible Expenditure for a Milestone;
"Payment Claim Supporting Documentation"	means the documentation described in paragraph 5 of schedule 5.1 (Milestone Payments and Claims Procedure);
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
"Phase"	has the meaning as set out in Annex 1 to Appendix 8 of schedule 5.1 (Milestone Payments and Claims Procedure);
"Planned Service Commencement Date"	the date specified in the Implementation Plan on which the Contractor is required to make the relevant part of the Wholesale Service available;
"Policies"	shall have the meaning set out in clause 31.1 of the Agreement;
"Post-Agreement Date Surveys"	those surveys of the Service Environment agreed by the parties to be conducted after the Agreement Date pursuant to clause 4.5, as detailed in the Contractor 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;
"Prohibited Act"	<p>means each or any of the following:</p> <ul style="list-style-type: none"> (a) to directly or indirectly offer, give, agree, 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, seek, give, agree to receive or accept any financial or other advantage as an inducement or a reward for or otherwise on account of favourable action or forbearance from action or the exercise of influence, in any such case for improper performance of a relevant function or activity in connection with this Agreement;

	<ul style="list-style-type: none"> (c) in connection with obtaining or performing this Agreement 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 Agreement or any other Agreement with the Authority; or (d) defrauding or attempting to defraud or conspiring to defraud the Authority;
"Project"	the project described in recital A to this Agreement on page 1 for the build/provide, manage and operate a next generation broadband network infrastructure in the Cumbria region and to undertake the promotion of the Wholesale Services to the Service Provider market;
"Project Accounts"	means the summary financial records to be maintained by the Contractor in respect of this Agreement, as described in paragraph 7 of schedule 5.1 (Milestone Payments and Claims Procedure);
"Project Investment Ratio"	<p>means a project investment calculation made in the Project Model that shows the Additional Contractor Expenditure the Contractor forecasts to incur during the Term compared to the Funding the Contractor forecasts to receive, calculated as follows:</p> <p>Project Investment Ratio = Additional Contractor Expenditure the Contractor forecasts to incur during the Term divided by the sum of (i) Additional Contractor Expenditure the Contractor forecasts to incur during the Term; plus (ii) Funding the Contractor forecasts to receive during the Term;</p>
"Project Model"	the Contractor's financial model for this Agreement, which at the Effective Date is set out in Appendix A to schedule 5.3 (Project Model), as updated from time to time in accordance with this Agreement;
"Project Period"	means the period, not less than three (3) Months, commencing on the Effective Date and each three (3) Month period ending 31 January, 30 April, 31 July and 31 October each year until three Months after date of Network Completion. (For the avoidance of doubt, the first period being from the Effective Date to the end of the first full three (3) Month period);
"Project Plan"	the plan described in paragraph 4.4 of schedule 4.1 (Implementation);
"Project Specific IPRs"	<ul style="list-style-type: none"> (a) IPRs in items or works created by the Contractor (or a Sub-contractor or third party on behalf of the Contractor) for the purposes of this Agreement and updates and amendments of such items or works; and/or (b) IPRs arising as a result of the performance of the Contractor's obligations under this Agreement;

"Project Unit Margin"	means a proxy 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 Network Completion;
"Project Wholesale Access Prices"	the wholesale access prices applicable to this Agreement, as described in paragraph 2 of schedule 5.2 (Wholesale Access Pricing);
"PSN or Public Sector Network"	a network to support Local Bodies which is compliant with CESG 2-2-2 assurance;
"Public Enterprise Network"	a network carrying voice and data traffic between public sector offices and provides access to and from other networks. This may include access to the PSTN and the public internet;
"Publicity Material"	means all material produced by the Contractor (including any public relations material, marketing material, leaflets, articles and advertisements) in any type and form of media for the purposes of this Project;
"Quality Plans"	the Contractor's plan that reflects the quality management systems as further described in clause 12 (Quality Assurance and Performance Monitoring);
"Regulated Products"	those products and services that Ofcom stipulate must be offered at standard published prices, terms and conditions, and must be prohibited from unduly discriminating;
"Regulatory Bodies"	those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Authority and "Regulatory Body" shall be construed accordingly;
"Relevant Consent(s)"	all consents, permissions, approvals, authorisations, certificates, licences, permits, exemptions, filings, registrations, notarisations and other matters, official or otherwise, which are required (or which would, in accordance with prudent utility practice, normally be obtained in connection with the right to commence, carry out, test, maintain, complete and operate the Network and provide the Wholesale Services and the exercise of rights, or discharge of obligations under this Agreement (including advice that there is no objection to a particular proposal or that a particular proposal is not inconsistent with policy or guidelines) of or from a Regulatory Body and, where a Regulatory Body is authorised to prohibit a proposal, the passing of the time limit for such prohibition with the proposal being prohibited. Without taking away from the generality of the foregoing, relevant consents shall include planning and environmental consents, compliance with law and consents under health and safety regulations;
"Remedial Plan"	the plan to be prepared by the Contractor detailing the steps to be taken to remedy a Default, including a description of the necessary activities, timescales and resources in sufficient detail to enable the Authority to evaluate the effectiveness of the plan;
"Remedial Plan Process"	the process set out in clause 53 (Remedial Plan Process);

"Representatives"	either or both of the Authority Representative and the Contractor Representative;
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Retail Service Provider (RSP)"	a provider of various retail broadband services to End Users or a reseller of wholesale broadband services to other such providers;
"Safety Legislation"	shall have the meaning set out in clause 31.1 of the Agreement;
"Service Credits"	the sums payable in respect of the failure by the Contractor to meet one or more Service Levels as specified in schedule 2 (Service Requirements);
"Service Environment"	the environment within which the Services shall be provided and/or connected to including all relevant land, property, buildings, carriageways, highways, infrastructure, networks and airspace;
"Service Failure"	a failure to deliver any part of the Wholesale Services in accordance with this Agreement (including the Service Levels);
"Service Levels"	the levels of service required to be provided, as prescribed in schedule 2 (Service Requirements);
"Service Provider Requirements"	<p>in order for a premises to be deemed as 'passed' then each premises claimed must be able to order from:</p> <ul style="list-style-type: none"> (a) at least two independent service providers a broadband service that delivers (as a minimum) 2Mbs Universal Service Coverage; or (b) one service provider (provided that the Contractor can demonstrate (to the reasonable satisfaction of the Authority) that the Contractor has provided open access on market standard reasonable terms (including wholesale prices that are no more than 100% of those in metropolitan areas);
"Service User"	means any end user of the Wholesale Services/Network/Services;
"Services"	the services to be provided by the Contractor in connection with this Agreement including without limit the design, build and operation of the Network and the provision of the Wholesale Services;
"Services Requirement"	the Wholesale Services as described in schedule 2 (Service Requirements);
"Sites"	any premises from which the Wholesale Services or the Network is provided or from which the Contractor manages, organises or otherwise directs the provision or the use of the Wholesale Services or where any part of the Contractor Infrastructure is situated or where any physical interface with the Authority System takes place;
SOGE	Sustainable Operations on the Government Estate;

Solution Component	a physical and/or logical component constituting the technology underlying the Contractor Technical Solution as set out by the Contractor in the Contractors Technical Solution;
"Special Conditions"	means those special conditions as referred to in Appendix 1 of schedule 5.4 (Funding);
"Specific Change in Law"	means a Change in Law that solely affects or solely relates to the provision of the Services (or services equivalent to the Services) in any area in the UK which receives or which is eligible to receive public subsidy to stimulate private broadband infrastructure investment including changes mandated by Regulated Bodies;
"Specifications"	the specifications of the Network and/or the Wholesale Services and more particularly set out in schedule 2 (Service Requirements);
"Standard Dispute Timetable"	the standard timetable for the resolution of Disputes set out in Appendix to schedule 6.3 (Dispute Resolution Procedure);
"Standards"	the British or international standards and the Authority's internal policies and procedures provided, or made available to, the Contractor from time to time together with any other specified policies or procedures identified in schedule 2 (Service Requirements);
"State Aid"	has the meaning given to it in Article 107(1) of the Treaty on the Functioning of the European Union;;
"State Aid Clearance"	the State aid notification for the Broadband Delivery Programme made by the Authority to the EU Commission on [insert date] and the clearance letter dated [insert date] received from the EU Commission, copies of which are attached at Appendix 2; [Note: this shall be populated upon satisfaction of the conditions set out in clause 2 of the Agreement]
"State Aid Scheme"	an aid scheme as defined in Article 1(d) of Council Regulation 659/1999/EC that has been authorised by the European Commission;
"State Aid Terms"	the terms set out in: <ul style="list-style-type: none"> (a) the European Commission decision relating to the Project; (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 Agreement Date the Community Guidelines for the application of State aid rules in relation to rapid deployment of broadband networks (reference 2009/C 235/04);

"Sub-contract"	any contract or agreement or proposed contract or agreement between the Contractor and any third party whereby that third party agrees to provide to the Contractor the Wholesale Services or any part thereof or facilities or services necessary for the provision of the Wholesale Services or any part thereof or necessary for the management, direction or control of the Wholesale Services or any part thereof;
"Sub-contractor"	the third party with whom the Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a sub-contract or its servants or agents;
"Survey Assumption"	means a survey assumption specified in Appendix 3 of schedule 5.1 (Milestone Payments and Claims Procedure);
"Symmetrical"	network devices that can transmit and receive data at equal rates;
"Take-up"	means any standard or NGA broadband end user (business or residential premises) that adopts retail services on the Network. For the avoidance of doubt, Take-up does not include any end user who was at the time of its adoption of retail services on the Network already receiving a broadband service or product in the premises concerned through an existing network;
"Take-up Reinvestment Amounts"	means an amount calculated in accordance with paragraph 13.4 of schedule 5.1 (Milestone Payments and Claims Procedure), which shall be used for Network reinvestment in accordance with that paragraph 13.4 of schedule 5.1 (Milestone Payments and Claims Procedure);
"Take-up Review Point"	(a) the first anniversary of the Network Completion and each yearly anniversary thereafter during the Term (each being an "interim Take-up Review Point"); or (b) the expiry date (being the "final Take-up Review Point");
"Technical Model"	means the calculation of the ceilings and holdback as described in Appendix 8 to schedule 5.1 (Milestone Payments and Claims Procedure);
"Term"	the period set out in clause 51 (Term);
"Termination Notice"	a notice to terminate this Agreement or part of the Wholesale Services either immediately or at a date specified in the notice;
"Test Certificate"	the certificate materially in the form of the document contained in appendix 5 to schedule 4.1 (Implementation), issued by the Authority when a Deliverable has satisfied its relevant Test Criteria satisfactorily;
"Test Issue"	means any variance or non-conformity of a Deliverable from the relevant Milestone Completion Requirements;
"Test Issue Management Log"	means a log for the recording of Test Issues;

"Test Item"	an item or Service (or part of a Service) identified in the Test Strategy as being subject to Testing;
"Testing Procedures"	the applicable Testing procedures and Test Criteria set out in schedule 4.1 (Implementation);
"Test Report"	a report setting out the results of any Tests;
"Test Strategy"	means the strategy used by the Contractor to demonstrate to the satisfaction of the Authority what the delivered Access Line Speed is to each premises being Tested;
"Universal Service commitment"	a basic residential broadband service consisting of 2Mbs download Access Line Speed and a 0.5Mbs upload Access Line Speed.
"Unsubsidised Qualifying Capital Expenditure"	<p>means:</p> <ul style="list-style-type: none"> (a) the Eligible Expenditure; (b) other qualifying expenditure as may be defined in schedule 5.4 (Funding); (c) other expenditure reasonably incurred by the Contractor in respect of implementation of the Network, <p>which has not attracted a subsidy payment from any source;</p>
"UK"	the United Kingdom;
"VAT"	value added tax as provided for in the Value Added Tax Act 1994;
"WAN Contract"	the contract entered into between the Authority and the WAN Service Provider for the provision of the WAN Services;
"WAN Services"	means the wide area data and telecoms network services as described in the WAN Contract;
"WAN Service Provider"	the service provider appointed on by the Authority to provide the WAN Services to the Authority pursuant to the WAN Contract as notified by the Authority to the Contractor from time to time;
"WEEE Regulations"	Directive 2002/96/EC and all implemented national legislation and Regulations issued thereunder from time to time;
"Wholesale Access Prices Benchmarking"	a benchmarking exercise as described in paragraph 3.1 of schedule 5.2 (Wholesale Access Pricing);
"Wholesale Access Products and Services"	shall have the meaning as described in paragraph 18 of schedule 3.1 (Contractor Solution).
"Wholesale Offering"	the terms and conditions upon which the Contractor shall permit the use of the Network to Retail Service Providers to provide services similar to the Wholesale Services to their own customers;

- "Wholesale Product Template"** the wholesale product template attached at Appendix 1 of schedule 2 (Service Requirements);
- "Wholesale Services"** any Wholesale Offering to be provided by the Contractor to Retail Service Providers including Wholesale Access Products and Services;
- "Working Day"** any day other than a Saturday, Sunday or public holiday in England and Wales;

Words and phrases defined in the NICC ALA specifications (as the same may be updated or amended from time to time) shall have the same meanings ascribed to them in this Agreement

Redacted Contract