

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

Schedule 2 (Definitions) Procurement Tender Documents & DPS Agreement

See Schedule 4 Terms & Conditions Schedule 2 (Definitions) for the contract terms and conditions

1 Definitions

- 1.1 In the Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out below or the relevant Schedule or Appendix in which that capitalised expression appears.
- 1.2 If a capitalised expression does not have an interpretation in this Schedule or any other Schedule, it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In the Contract, unless the context otherwise requires, the following words shall have the following meanings:

Term	Definition
“Aliquot”	a portion of a larger whole, especially a sample taken for chemical analysis or other treatment.
“Annex”	extra information which supports a Schedule or an Appendix; and is integral part of the agreement or any call off contract
“Appendix(ces)”	An attachment to the Call-Off Contract; and is integral part of the agreement or any call off contract
“Approval”	the prior written consent of the Authority or the Contracting Authority (as the case may be) and “Approve” and “Approved” shall be construed accordingly;
“Audit”	<ul style="list-style-type: none"> a) the Authority’s right to: b) verify the accuracy of the Charges and any other amounts payable by a Contracting Authority under a Call-Off Contract (including proposed or actual variations to them in accordance with the Call-Off Contract); c) verify the costs of the Supplier (including the costs of all Sub-contractors and any third-party suppliers) in connection with the provision of the Services;

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

	<ul style="list-style-type: none"> d) verify the Supplier's and each Sub-contractor's compliance with the applicable Law; e) verify the Supplier's products supplied meet or exceed the specification outlined and deliver the quality and assurance of the drug analyses required. f) identify or investigate actual or suspected breach of terms and conditions impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations; g) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Sub-contractors or their ability to provide the Deliverables; h) obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General; i) review any books of account and the internal contract management accounts kept by the Supplier in connection with the DPS Agreement; j) carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts; k) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Contracting Authority has used its resources; l) verify the Suppliers compliance with DPS SSQ and Schedule 1 Specification (Statement of Requirements (SOR)) (General and Technical Standards) Annex 1 Annex 2 including any certification and accreditation levels required.
"Auditor"	<p>For the Authority:</p> <ul style="list-style-type: none"> a) the Authority's internal and external auditors; b) the Authority's statutory or regulatory auditors; c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; d) HM Treasury or the Cabinet Office; or the Home Office and e) any party formally appointed by the Authority to carry out audit or similar review functions; f) successors or assigns of any of the above;

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

	<p>For the Contracting Authority:</p> <ul style="list-style-type: none"> g) the Contracting Authorities internal and external auditors; h) the Contracting Authorities statutory or regulatory auditors; i) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; j) HM Treasury or the Cabinet Office or the Home Office; k) any party formally appointed by the Contracting Authority to carry out audit or similar review functions; and l) successors or assigns of any of the above;
"Authority"	THE POLICE & CRIME COMMISSIONER FOR DORSET POLICE of Winfrith Newburgh, Wool, Dorchester DT2 8DZ, as lead force, supported by the Forensic Capability Network ("the FCN") or any public or private sector body which performs or takes over the functions of the lead force in regard to the FCN;
"Authority Authorised Representative"	the representative appointed by the Authority from time to time in relation to the DPS Agreement initially identified in the DPS Framework Award Form; who has the authority to sign the DPS Framework Agreement or Change Variations to the DPS Framework Agreement on behalf of the Contracting Authority. Usually the Police and Crime Commissioner or their delegated authority.
"Authority Cause"	any breach of the obligations of the Authority or any other default, act, omission, negligence or statement of the Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the DPS Agreement;
"Authority Data"	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Authority's Confidential Information, and which: i) are supplied to the Supplier by or on behalf of the Authority; or ii) the Supplier is required to generate, process, store or transmit pursuant to this DPS Agreement;
"Authority's Confidential Information"	all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Authority (including all Authority Existing IPR and New IPR) and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Authority's attention or into the Authority's possession in connection with the DPS Agreement; and information derived from any of the above;
"Authority's Premises"	premises owned, controlled or occupied by a Contracting Authority or the Authority including those which are made available for use by the Supplier or its Sub-contractors for the provision of the Services;

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

"Award Criteria"	means the criteria that Tender submissions will be evaluated;
"Basket of Goods"	means a defined set of Goods (with indicative volumes) to be purchased;
"Baseline Charges"	means the unit prices submitted by the Supplier with the SSQ Response as set out in SSQ (Baseline Charges) and outlined in Schedule 6;
"BCDR"	means Business Continuity and Disaster Recovery;
"BCDR Plan"	has the meaning given to it in (Business Continuity and Disaster Recovery);
"Beneficiary"	a Party having (or claiming to have) the benefit of an indemnity under the DPS Agreement or a Call-Off Contract;
"Breach of Security"	<p>has the meaning given to it in (Security & Cyber Essentials Scheme); (Security Breach)</p> <p>means the occurrence of:</p> <ul style="list-style-type: none"> (a) any unauthorised access to or use of the Goods and/or Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Contracting Authority's Data) used by the Contracting Authority and/or the Supplier in connection with this Contract; and/or (b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Contracting Authority's Data), including any copies of such information or data, used by the Contracting Authority and/or the Supplier in connection with this Contract, <p>in either case as more particularly set out in the security requirements in the Security Policy where the Contracting Authority has required compliance therewith</p>
"Bronze Group"	where the NPCC portfolio lead takes national control in the case of a critical incident; the bronze hierarchy of command within the command structure nationally recognised, accepted and used by the police, other emergency services and partner agencies, which co-ordinates resources to deliver the tactical plan defined by the Silver Group;
"Call-off Contract(s)" or "Contract(s)"	the contract to be entered into between the Contracting Authority and the Supplier for the provision of the Goods & Services which consists of the terms set out and referred to in the Call-Off Contract Award Form;

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

"Call-Off Contract Award Form"	the document outlining the terms and conditions and crucial information required for the Call-Off Contract, to be executed by the Supplier and the Contracting Authority;
"Call-Off Contract Value"	the higher of the actual or expected total Charges paid or payable under the Call-Off Contract where all obligations are met by the Supplier;
"CEDR"	the Centre for Effective Dispute Resolution;
"Certification and Declaration of Standing"	provision by the Supplier of documentary confirmation that an authorised appropriate representative is responding in accordance with the ITP on behalf of their company; confirming the information provided at SSQ is correct and accurate and agreeing to the Terms & Conditions of the DPS Agreement
"CE Marking"	CE marking: All equipment shall comply with the essential requirements of all applicable UK Regulations and be UKCA or CE marked as appropriate. Copies of the Manufacturer's Declarations of Conformity for UKCA or CE marking shall be supplied with operational equipment, to be adopted from 2023.
"Change in Law"	any change in Law which impacts on the supply of the Deliverables and Performance of the Contract which comes into force after the Start Date;
"Charges"	the prices (exclusive of any applicable VAT), payable to the Supplier by the Contracting Authority under a Call-Off Contract, as set out in the Contract Award Form and Schedule 6 (Charges) for the full and proper performance by the Supplier of its obligations;
"Commercially Sensitive Information"	the Confidential Information (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Contracting Authority that, if disclosed by the Contracting Authority, would cause the Supplier significant commercial disadvantage or material financial loss;
"Compliance Officer"	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;
"Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the Contracting Authority or the Supplier, including IPRs, together with

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

	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;
“Conflict of Interest”	<p>a conflict:</p> <ul style="list-style-type: none"> a) between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Authority under the DPS Agreement, in the reasonable opinion of the Authority; or b) a conflict between the financial or personal duties or personal or commercial relationships of the Supplier or the Supplier Staff and: <ul style="list-style-type: none"> • the duties owed to the Contracting Authority under the Contract, in the reasonable opinion of the Contracting Authority; or <p>as the case may be;</p>
“Continuous Improvement Plan”	The plan setting out the ongoing improvement of the Services/Goods and Deliverables through incremental changes that bring about greater efficiency or improvements that benefit the parties;
“Contract Award Form”	the document outlining the incorporated Terms and Conditions along with the crucial information required for the Call Off Contract, to be executed by the Supplier and the Contracting Authority;
“Contracting Authority”	<p>Any public sector body entitled to use the DPS Agreement in accordance with the contract notice published in Find a Tender or Contracts Finder (as applicable) which are any Police and Crime Commissioner or other public sector body who is looking to contract with a Supplier via the Authority; Defined as “ Contracting Authority” with the framework and Call-Off Contract Documents.</p> <p>A defined term in the Public Contracts Regulations 2015 meaning a public body that is subject to and must comply with those Regulations</p>
“Contract Management”	the day-to-day management of the provision of the Services and the Deliverables;
“Contract Manager”	The persons appointed each by the Supplier and the Contracting Authority for the purposes of the Contract Management of the Call-Off Contract;

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

“Contract Notice / Call for Competition”	the formal start of the procurement process by the publication of a Contract Notice published on Find a Tender Service (FTS) and Contracts Finder;
“Contract Period”	the term of the Call-Off Contract from: (a) the Start Date; or (b) the Effective Date until the applicable Expiry Date;
“Contract Value”	the higher of the actual or expected total Charges paid or payable under the Contract where all obligations are met by the Supplier;
“Contract Year”	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof of the Call-Off Contract;
“Contracting Authority”	The Contracting Authority, conducting an ITT and evaluating to award a call-Off contract with the Supplier
“Contracting Authority Assets”	the Contracting Authority's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Contracting Authority and which is or may be used in connection with the provision of the Deliverables which remain the property of the Contracting Authority throughout the term of the Contract;
“Contracting Authority Authorised Representative”	the representative appointed by the Contracting Authority from time to time in relation to the Contract initially identified in the Contract Award Form; who has the authority to sign on behalf of the Contracting Authority. Usually the Police and Crime Commissioner or their delegate.
“Contracting Authority Cause”	any breach of the obligations of the Contracting Authority or any other default, act, omission, negligence or statement of the Contracting Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Contracting Authority is liable to the Supplier;

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

“Contracting Authority's Confidential Information”	<p>(a) all Personal Data;</p> <p>(b) Confidential Information of the Contracting Authority;</p> <p>(c) any other information clearly designated as being confidential (whether or not it is marked “confidential”) or which ought to reasonably be considered confidential which comes (or has come) to the Contracting Authority's attention or into the Contracting Authority's possession in connection with the Contract; and</p> <p>(d) information derived from any of the above;</p>
“Contracting Authority's Data”	<p>the Items, Evidence, data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Contracting Authority's Confidential Information, and which:</p> <p>(a) are supplied to the Supplier by or on behalf of the Contracting Authority; or</p> <p>(b) the Supplier is required to generate, process, store or transmit pursuant to the Contract;</p>
“Contracting Authority Premises”	premises owned, controlled or occupied by the Contracting Authority which are made available for use by the Supplier or its Sub-contractors for the provision of any of the Services including crime scenes;
“Contracts Finder” and “Find a Tender”	The Government's publishing portal for public sector procurement opportunities;
“Control”	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and “Controlled” shall be construed accordingly;
“Controller”	has the meaning given to it in the UK GDPR;
“Costs”	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <p>a) the cost to the Supplier or the Key Sub-contractor (as the context requires), calculated per Workday, of engaging the Supplier Staff, including:</p> <p>i) base salary paid to the Supplier Staff;</p>

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

	<ul style="list-style-type: none"> ii) employer's National Insurance contributions; iii) pension contributions; iv) car allowances; v) any other contractual employment benefits; vi) staff training; vii) workplace accommodation; viii) workplace IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and ix) reasonable recruitment costs, as agreed with the Contracting Authority; <p>b) costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Contracting Authority or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>c) operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables;</p>
"CPIA"	Criminal Procedure and Investigations Act 1996;
"CPS"	Crown Prosecution Service, the Crown body responsible for prosecuting criminal cases investigated by Policing Authorities in England and Wales (or any successor body);
"Criminal Justice System" (CJS)	the Criminal Justice System of England and Wales;
"Critical Service Level Failure"	has the meaning given to it in the Contract Award Form;
"Crown Body"	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including, but not limited to, government ministers and

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

	government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
“CRTPA”	the Contract Rights of Third Parties Act 1999;
“CSPS”	the schemes as defined in (Staff Transfer), Part D (Pensions);
"Cyber Essentials Scheme"	<p>the Cyber Essentials Scheme developed by the Government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet-based threats (as may be amended from time to time). Details of the Cyber Essentials & Plus Scheme can be found at:</p> <p>Update to the Cyber Essentials technical controls - NCSC.GOV.UK</p> <p><u>History</u></p> <p>https://www.gov.uk/government/publications/cyber-essentials-scheme-overview</p>
"Cyber Essential Scheme Data"	sensitive and personal information and other relevant information as referred to in the Cyber Essentials Scheme;
"Cyber Essentials Certificate"	the certification awarded on the basis of external testing by an independent certification body of the Supplier's cyber security approach under the Cyber Essentials Scheme and is a more advanced level of assurance.
Data Controller	means, the owner and controller of the data (information) and has the same meaning & obligations as set out Data Protection Act 2018
Data Processor	means, the processor of the data (information) and has the same meaning & obligations as set out Data Protection Act 2018
“Data Protection Legislation”	means, unless and until the GDPR is no longer directly applicable in the UK, (i) the GDPR and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and then (ii) any successor legislation to the GDPR or the Data Protection Act 2018;

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

“Data Protection Impact Assessment”	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
“Data Protection Schedule”	means the schedule containing the details of the data processing.
“DPA”	means the GDPR, the LED and any applicable national implementing Laws as amended from time to time including the DPA 2018 to the extent that it relates to processing of personal data and privacy and all other applicable Law about the processing of personal data and privacy.
“DPA 2018”	means the Data Protection Act 2018.
“Data Subject”	has the meaning given to it in the UK GDPR; the person identifiable by the data information
“Data Subject Access Request”	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“Deductions”	all Service Credits, any delay payments (if applicable), or any other deduction which the Contracting Authority is paid or is payable to the Contracting Authority under the Contract;
“Default”	any breach of the obligations of the Supplier (including abandonment of the DPS Agreement or a Call-Off Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Sub-contractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of the DPS Agreement or Call-Off Contract (as the case may be) and in respect of which the Supplier is liable to the Authority or the Contracting Authority(as the case may be);
“Deliverables”	any outputs (including individual Items) from the Goods or Services that may be ordered under the Call-Off Specific Requirements by a Contracting Authority and in accordance with the SSQ quality requirements and Specification at

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

	<p>Schedule 1 Specification (Statement of Requirements (SOR)) (General and Technical Standards) Annex 1 Annex 2; DPS Agreement including which include but are not be limited to:</p> <ul style="list-style-type: none"> (a) Drugs Devices, capital equipment, consumables, accessories; (b) Annual Servicing & Repair of capital equipment & Training on Devices (c) Delivery Notes; (d) Items and Documentation; and (e) logistics & Storage; (f) contract aftercare; contract management & Contracting Authority Service and (j) other reporting mechanisms such as written reports and verbal reports;
“Delivery”	delivery of the relevant Goods or Services (including Deliverable) or Milestone in accordance with the terms of this DPS Agreement or a Call-Off Contract as confirmed and accepted by the Authority or Contracting Authority by confirmation in writing to the Supplier;
“DIP”	Drug Interventions Programme (DIP) Home Office policy 2011 relating to Drug Testing on Arrest.
“Disaster”	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables or Services, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for a period of more than one Month;
“Disaster Recovery Plan”	Suppliers must have detailed BCDR Plans setting out the contingency arrangements to provide a seamless and continuous service of their factories. The plans should include, but not be limited to, failure of power supplies, failure of testing equipment, shortage of essential reagents and consumables, transport disruption. Catastrophic failure should also be addressed

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

“Disclosing Party”	the Party directly or indirectly providing Confidential Information to the other Party in accordance with: a) Clause 14 (What you must keep confidential) in the DPS Agreement; and b) Clause 15 (Confidentiality) in the Call-Off Contract;
“Dispute”	any claim, dispute or difference arises out of or in connection with the DPS Agreement or Call-Off Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the DPS Agreement or Call-Off Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts;
“Dispute Resolution Procedure”	the dispute resolution procedure set out in the Call-off Contract and of the DPS Agreement, as the case maybe;
“Documentation”	descriptions of the Goods / Services and Service Levels, technical specifications, instructions, user manuals, training manuals, operating manuals, process definitions and procedures and all such other documentation (whether in hardcopy or electronic form) which is required to be supplied by the Supplier to the Authority or the Contracting Authority under this DPS Agreement or a Call-Off Contract as: a) would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Authority or Contracting Authority to provide the Services; b) is required by the Supplier in order to provide the Services; and/or c) has been or shall be generated for the purpose of providing the Services to the Contracting Authority;
“DOTAS”	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions;
“DPA 2018”	Data Protection Act 2018;
“DPS”	Dynamic Purchasing System;
“DPS Agreement”	this agreement between the Authority and the Supplier;

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

"DPS Agreement Period"	the term of the DPS Agreement from the earlier of the: a) the DPS Start Date; or b) until the DPS End Date including any DPS Extension Period where applicable;
"DPS Agreement Year"	a consecutive period of twelve (12) Months commencing on the DPS Start Date or each anniversary thereof;
"DPS End Date"	the expiry date or the date of termination of the DPS Agreement;
"DPS Special Terms"	any additional terms and conditions specified in the DPS Agreement Award Form;
"DPS Start Date"	the date inserted at ("DPS Start Date") of the DPS Award Form
"DPS Variation"	Where all parties agree to a change or variation in the DPS agreement, such agreement to be in writing.
"DPS Variation Form"	the form set out in the DPS Agreement to record the details of any change or variation to the DPS Agreement
"DPS Variation Procedure"	the procedure set out the DPS Agreement to follow by all parties
"Dstl"	The Defence Science and Technical Laboratory (Dstl) are the current Home Office nominated laboratory for Type Approval for the Mobile Preliminary Roads Drug Testing Devices
"DTOA"	Drug Testing on Arrest
"Dynamic Purchasing System"	established using the restricted procedure and other requirements as set out in Regulation 34 of the PCR 2015 UK Law;
"Due Diligence Information"	any information supplied to the Supplier by or on behalf of the Contracting Authority prior to the Start Date; and during the life of the call off contract.
"Economic and financial standing"	means an assessment of a Suppliers scale, financial resources and insurance;
"Effective Date"	the date on which the final Party has signed the Call-Off Contract;
"EIR"	the Environmental Information Regulations 2004;

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

“Employment Regulations”	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC;
“Environmental Policy”	to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Authority or Contracting Authority as the case may be;
“Equality and Human Rights Commission”	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time;
“Estimated Year 1 Charges”	the anticipated total Charges payable by the Contracting Authority in the first Contract Year specified in the Contract Award Form;
“EWDTS”	Guidelines for Legally Defensible Workplace Drug and Alcohol Testing (EWDTS) which have been published by the UK Workplace Drug Testing Forum. 2015-11-01 Version 2
“Existing IPR”	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise);
“Exit Management”	the obligations and rights of the respective parties pertaining to managing a smooth transition from the provision of the Services by the Contractor to the provision of Replacement Services by the Contracting Authority or any Replacement Contractor
“Expert Witness”	Any expert or scientist who is a member of the Supplier’s Staff and is called to give evidence in court in connection with a Case and may include an expert who:

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

	<p>(a) may be qualified and/or experienced with the testing, evaluation and interpretation of test examination results and recognised to provide live testimony to the court in the form of admissible hearsay evidence; and / or</p> <p>(b) may give evidence in the form of an opinion; or</p> <p>(c) may confirm evidence of “facts” (as opposed to giving an opinion);</p>
“Expiry Date”	the date of the end of the Call-Off Contract as stated in the Contract Award Form;
“Extension Period”	such period or periods beyond which the DPS Agreement may be extended by issue of another Award notice over FTS.
“Fair Deal Employees”	has the meaning given to it (Staff Transfer), Part D (Pensions);
“Fair Deal Schemes”	has the meaning given to it in (Staff Transfer), Part D (Pensions);
“FCN” or “Forensic Capability Network”	<p>means the Forensic Capability Network is a national organisation set up to support the National Police Chiefs Council Forensics Portfolio and subsequently, the police forces in England and Wales. The organisation is grant funded by the Home Office and hosted by the Office of the Police and Crime Commissioner for Dorset, who are the recipients of the grant funding. Direction and governance of the organisation at the strategic level is set through the National Police Chiefs Council and at an operational level is via Dorset Police, with all staff being employed by Dorset.</p> <p>Although the FCN is not formally a legal entity, through the NPCC direction, it acts for and on behalf of the network of member police forces with the goal of delivering sustainable, high quality forensic science capabilities in support of Policing Vision 2025 and the Home Office's Forensic Science Strategy;</p>
“Financial Variability Risk Assessment” or “FVRA”	an assessment model that calculates a series of financial ratios and thresholds, that can generate potential risk bands by ratio for each Supplier;
“FOIA”	the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

“Force Majeure Event”	<p>any event, circumstance, matter or cause affecting the performance by either the Contracting Authority or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none"> (a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract; (b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare; (c) acts of a Crown Body, local government or regulatory bodies; (d) fire, flood or any disaster; or (e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding: <ul style="list-style-type: none"> i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Sub-contractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; iii) global or national pandemic as declared by the UK government; and iv) any event or other consequence arising as a result of or in connection with the withdrawal of the United Kingdom from the European Union or as a result of or in connection with the COVID-19 pandemic.
“Force Majeure Notice”	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;
“Former Supplier”	has the meaning given to it in (Staff Transfer);
“FTS”	Find a Tender Service;
“Managed Service”	The fully managed service model which prioritises supply through a single, Prime Supplier.

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

“Further Competition” or “Further Competition Procedure”	the evaluation of tenders received through the further competition procedure set out in the DPS Agreement;
"GDPR"	has the meaning given to “UK GDPR” in section 3(10) (as supplemented by section 205(4)) of the DPA 2018;
“General Anti-Abuse Rule”	<p>(a) the legislation in Part 5 of the Finance Act 2013 and; and</p> <p>(b) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions;</p>
“General Change in Law”	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
“Gold Group”	where the NPCC portfolio lead takes national control in the case of a critical incident, the gold hierarchy of command within the command structure nationally recognised, accepted and used by the police, other emergency services and partner agencies, which assumes and retains overall command for an operation or incident;
“Good Industry Practice”	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
“Goods”	goods made available by the Supplier as specified in (Goods & Service Requirements) and the Contract Award Form including the Deliverables;
“Government”	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Group"	in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company. Holding company and subsidiary shall mean a "holding company" and "subsidiary" that latter term being defined in section 1159 of the Companies Act 2006;

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

“HMRC”	Her Majesty's Revenue and Customs;
“Home Office Type Approval”	Home Office Type Approval of the DTSD used in conjunction with the Road Traffic Act 1988, Section 6C(1)(b) (s4/s5a) is for the purpose of obtaining an indication, from a preliminary drug test administered either at a police station or elsewhere , whether a person has either cocaine or delta-9-tetrahydrocannabinol (the main active ingredient of cannabis) in their body.
“IASME Consortium”	For Cyber Essentials Scheme Self Validation Certificate or Cyber Essentials Plus Certification which is more in-depth Contact Us - Iasme
“IATA”	International Aviation Transport Association (IATA) and postal regulations pertaining to the samples carried; UN3373” biological substances
“ICT Policy”	the Contracting Authority's policy in respect of information and communications technology, referred to in the Contract Award Form, which is in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure;
“Impact Assessment”	<p>an assessment of the impact of a DPS Variation or Contract Variation by the Authority or Contracting Authority (as the case may be) completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed variation on the Deliverables and the Supplier's ability to meet its other obligations under the relevant agreement; b) details of the cost of implementing the proposed variation; c) details of the ongoing costs required by the proposed variation when implemented, including any increase or decrease in the Charges or Baseline Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the variation; and e) such other information as the Authority or Contracting Authority may reasonably request in (or in response to) the variation request;
“Incorporated Terms”	the contractual terms applicable to the Contract specified in the Contract Award Form;

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

“Indemnifier”	a Party from whom an indemnity is sought under this DPS Agreement or Call-Off Contract;
“Independent Control”	where a Controller has provided Personal Data to another Party which is not a Processor or a Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data and “Independent Controller” shall be construed accordingly;
“Indexation”	the adjustment of an amount or sum in accordance with the Call-Off Contract Award Form;
“Information”	has the meaning given under section 84 of the Freedom of Information Act 2000;
“Information Commissioner”	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
“Insolvency Event”	<ul style="list-style-type: none"> a) in respect of a person: b) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or c) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or d) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or e) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or f) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or g) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

	<p>h) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>i) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;</p>
"Installation Works"	all works which the Supplier is to carry out when delivering the goods during the Contract Period in accordance with Schedule 1 Specification (Statement of Requirements (SOR)) (General and Technical Standards) Annex 1 Annex 2 where installation is required
"Intellectual Property Rights" or "IPR"	<p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trademarks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, 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>
"IPR Claim"	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Contracting Authority in the fulfilment of its obligations under the Contract;
"IR35"	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: https://www.gov.uk/guidance/ir35-find-out-if-it-applies ;
"ISO"	International Organization for Standardisation;
"ITP" (Invitation to Participate)	means the Invitation to Participate in the DPS for the provision of the Preliminary Drugs Testing Devices (DTD)
"ITT" (Invitation to tender)	means the Invitation to Tender document together with its Attachments, published in relation to this Procurement.
"Joint Controllers"	where two or more Controllers jointly determine the purposes and means of Processing;

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

“Key Performance Indicators” OR “KPI’s”	the level of performance of the Goods & Services the Supplier is required to meet with respect to any Service Level Performance Measure;
“Key Personnel”	the individuals (if any) identified as such in the Contract Award Form;
“Key Subcontract”	each Subcontract with a Key Sub-contractor;
“Key Sub-contractor”	<p>any Sub-contractor:</p> <ul style="list-style-type: none"> (a) provides analytic services necessary for the delivery of the Services; and/or (b) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or (c) which, in the opinion of the Contracting Authority performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or <p>and the Supplier shall list all such Key Sub-contractors in the Contract Award Form;</p>
“Know-How”	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the DPS Start Date or Call-Off Contract Start Date (as the case maybe);
“Law”	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;
“LED”	Law Enforcement Directive (Directive (EU) 2016/680)
“Liability Cap”	A liability cap is a contractual agreement that limits the amount of damages a client can claim from a professional services firm in the event of negligence or a breach of contract.

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

“Losses”	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and “Loss” shall be interpreted accordingly;
“LOTs	a category (in accordance with Regulation 34 (3) of the Regulations) of the Goods & Services and Deliverables which can be called off the DPS as described in the Contract Notice and as specified in Schedule 1 Specification (Statement of Requirements (SOR)) (General and Technical Standards) Annex 1 Annex 2
“Management Information” (MI)	<p>the Supplier’s performance information as outlined in:</p> <ul style="list-style-type: none"> • Schedule 1 Specification (Statement of Requirements (SOR)) (General and Technical Standards) Annex 1 Annex 2 • And in addition; Spend Data: Products Delivered; Delivery Dates and Volumes: Services carried out on any equipment, dates and costs. <p>And in addition, as agreed with the Authority, Contracting Authority and Supplier during the DPS and or Call-Off Contracts</p> <p>all of which will inform contract performance and the management the DPS Agreement and Call-Off Contract(s) as the case may be;</p>
“MEAT”	Most Economically Advantageous Tender;
“MPRDTD”	Mobile Preliminary Roads Drug Testing Devices; ether powered or un-powered as defined in Schedule 1 Specification Annex 1
“Mobilisation Period”	means the period at the start of the Call-Off Contract set out in the Call-Off Contract Award Form;
“Month”	a calendar month and “Monthly” shall be interpreted accordingly;

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

NCSC	National Cyber Security Centre Update to the Cyber Essentials technical controls - NCSC.GOV.UK
“National Insurance”	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
National Security Investment Act 2021 (NSI Act)	<p>The Act is part of a new regime by the UK government giving the Government greater powers to scrutinise investments; and the ability to intervene in UK company takeovers if considered to be a threat to national security.</p> <p>The Act is derived from the National Security and Investment Bill (November 2020). The NSIA received Royal Assent on 29 April 2021</p>
“New IPR”	<p>(a) IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>(b) IPR in or arising as a result of the performance of the Supplier's obligations under the Contract and all updates and amendments to the same;</p> <p>but shall not include the Supplier's Existing IPR;</p>
“NPCC”	National Police Chiefs Council; where the NPCC portfolio lead takes national control in the case of a critical incident they may convene bronze, silver and gold groups
“Occasion of Tax Non – Compliance”	<p>where:</p> <p>(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <p>i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</p>

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

	<p>ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Start Date or to a civil penalty for fraud or evasion;</p>
“Office for the Police and Crime Commissioner”	Means any Office for a Police and Crime Commissioner or a Police Fire and Crime Commissioner for any UK police force;
“Open Book Data”	<p>complete and accurate financial and non-financial information which is sufficient to enable the Authority or the Contracting Authority to verify Charges already paid or payable or forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <p>(a) the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</p> <p>operating expenditure relating to the provision of the Deliverables including an analysis showing:</p> <ul style="list-style-type: none"> i) the unit costs and quantity of any consumables and bought-in Deliverables; ii) manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade; iii) a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin; and iv) Reimbursable Expenses, if allowed under the Contract Award Form; <p>Overheads:</p> <ul style="list-style-type: none"> i) all interest, expenses and any other third-party financing costs incurred in relation to the provision of the Deliverables; ii) the Supplier Profit achieved over the Contract Period and on an annual basis; iii) confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

	<p>iv) an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</p> <p>v) the actual Costs profile for each Service Period;</p>
“Overhead”	those amounts which are intended to recover a proportion of the Supplier's or the Key Sub-contractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Staff and accordingly included within limb (a) of the definition of “Costs”;
“PACE”	Police and Criminal Evidence Act 1984
“Parent Undertaking”	has the meaning set out in section 1162 of the Companies Act 2006;
“Parliament”	takes its natural meaning as interpreted within by Law;
“Party”	the Contracting Authority or the Supplier and “Parties” shall mean both of them where the context permits;
“Performance Indicators”	<p>means the performance indicators set out in Schedule 1 Specification (Statement of Requirements (SOR)) (General and Technical Standards) Annex 1 Annex 2</p> <p>Schedule 4 of the DPS Agreement or as set out in the ITT Award Form (Service Levels and Performance Monitoring), as the case may be;</p>
“Performance Monitoring Reports”	has the meaning given to it in Schedule 1 Specification (Statement of Requirements (SOR)) (General and Technical Standards) Annex 1 Annex 2
“Performance Review Meeting”	a meeting held to review any aspects of the performance by the Supplier of its obligations under the DPS Agreement or the Call-Off Contract;

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

“Personal Data”	has the meaning given to it in the UK GDPR;
“Personal Data Breach”	has the meaning given to it in the UK GDPR;
Point of Contact (POC)	Point of contact oral fluid drug testing and screening device
“Policing Body”	means a local policing body (as defined under section 101 of the Police Act 1996) or any other public body discharging policing functions;
“POM”	Prescription only Medicines
Powered MPRDTD	Mobile Preliminary Roads Drug Testing Devices; ether powered or un-powered as defined in Schedule 1 Specification Annex 1
“Prescribed Person”	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies ;
“Processing”	has the meaning given to it in the UK GDPR;
“Processor”	has the meaning given to it in the UK GDPR;
“Procurement”	means the procurement for the Preliminary Drug Testing Devices DPS;
“Procurement Principles”	means the procurement principles set out in the Regulations;
“Progress Meeting”	a meeting between the Contracting Authority Authorised Representative and the Supplier Authorised Representatives; delegated to manage the contract (Contract Management) Progress Meetings

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

“Progress Meeting Frequency”	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with as specified in the Contract Award Form; (Contract Management Meetings)
“Progress Report”	a report provided by the Supplier indicating the steps taken to achieve Milestones or delivery dates;
“Progress Report Frequency”	the frequency at which the Supplier shall deliver Progress Reports as specified in the Contract Award Form; (MI Reports)
“Prohibited Acts”	<p>to directly or indirectly offer, promise or give any person working for or engaged by the Contracting Authority or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> (a) induce that person to perform improperly a relevant function or activity; or (b) reward that person for improper performance of a relevant function or activity; (c) 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 the Contract; or (d) committing any offence: <ul style="list-style-type: none"> i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or ii) under legislation or common law concerning fraudulent acts; or iii) defrauding, attempting to defraud or conspiring to defraud the Contracting Authority or other public body; or iv) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;
“Protective Measures”	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> (a) the nature of the data to be protected (b) harm that might result from a Personal Data Breach; (c) state of technological development

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

	<p>(d) the cost of implementing any measures</p> <p>(e) including but not limited to pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;</p>
“Recipient Party”	the Party which receives or obtains directly or indirectly Confidential Information;
“Records”	The information and reports the Supplier is required to provide to the Authority under Schedule 13 (Records and Virtual Library)
“Rectification Plan”	<p>the Supplier's plan (or revised Rectification Plan) to rectify any Service Level Failure its Default which shall include:</p> <p>(a) full details of the Default that has occurred, including a root cause analysis;</p> <p>(b) the actual or anticipated effect of the Default; and</p> <p>(c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from recurring, including timescales for such steps and for the rectification of the Default (where applicable);</p>
“Rectification Plan Process”	the process set out in Clause 9.4 (Rectification Plan Process) of the DPS Agreement
“Regional Collaboration Groups”	a number of forces in geographical regions that have agreed to collaborate to share the same service provision;
“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 Services Agreement or any other affairs of the Participating Authority and “Regulatory Body” shall be construed accordingly;

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

“Regulations”	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires);
“Reimbursable Expenses”	<p>the reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Services, calculated at the rates and in accordance with the Contracting Authority's expenses policy current from time to time, but not including:</p> <ul style="list-style-type: none"> (a) travel expenses incurred as a result of Supplier Staff travelling to and from their usual place of work, or to and from the premises at which the Services are principally to be performed, unless the Contracting Authority otherwise agrees in advance in writing; and (b) subsistence expenses incurred by Supplier Staff whilst performing the Services at their usual place of work, or to and from the premises at which the Services are principally to be performed; (c) expenses, included in any daily rate such as for attendance at court.
“Relevant Requirements”	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State pursuant to section 9 of the Bribery Act 2010;
“Relevant Tax Authority”	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established;
“Replacement Deliverables”	any deliverables which are substantially similar to any of the Deliverables and which the Contracting Authority receives in substitution for any of the Deliverables, whether those goods are provided by the Contracting Authority internally and/or by any third party;
“Replacement Sub-contractor”	a Sub-contractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Sub-contractor of any such Sub-contractor);
“Replacement Supplier”	any third-party provider of Replacement Deliverables appointed by or at the direction of the Contracting Authority from time to time or where the Contracting Authority is providing Replacement Deliverables for its own account, shall also include the Contracting Authority;

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

“Request for Information”	a request for information or an apparent request relating to the Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs;
“Review”	means: a) the annual review of the DPS Agreement Baseline Charges, starting with the second anniversary of the DPS Start Date by the Authority; or b) the annual review of the Call-Off Contract Charges, starting with the second anniversary of the Call-Off Contract Start Date by the Contracting Authority, as the case may be;
“Review Date”	means the financial review of: c) Baseline Charges by the Authority on the anniversary of the DPS Start Date; or d) Charges by the Contracting Authority on the anniversary of the Call-Off Contract Start Date, as the case may be;
“Schedules”	an attachment to the DPS Agreement;
“Security Management Plan”	the Supplier's security management plan (Security & Cyber Essentials Scheme) (if applicable);
“Security IT Policy”	the Contracting Authority's security policy, referred to in the Contract Award Form, in force as at the Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier;
“Security Tests”	tests to validate the suppliers security plans of all relevant processes, systems, incident response plans, patches to vulnerabilities and mitigations to Breaches of Security.

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

“Self Audit Certificate”	the form of certificate at DPS Agreement Schedule 8 (Self Audit);
“Service Levels”	the service levels set Schedule 1 Specification (Statement of Requirements (SOR)) (General and Technical Standards) Annex 1 Annex 2
“Service Period”	has the meaning given to it in the Contract Award Form;
“Service Transfer”	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or a Replacement Sub-contractor;
“Service Transfer Date”	the date of a Service Transfer;
“Services”	services made available by the Supplier as specified in Schedule 1 Specification (Statement of Requirements (SOR)) (General and Technical Standards) Annex 1 Annex 2 and the Contract Award Form including the Deliverables;
“Shortfall”	has the meaning given to it in (Staff Transfer), Part D (Pensions);
“Silver Group”	where the NPCC portfolio lead takes national control in the case of a critical incident. the silver hierarchy of command within the command structure nationally recognised, accepted and used by the police, other emergency services and partner agencies, which provides the tactical response to an incident or operation in line with strategy set by the Gold Group;
“Sites”	<p>any premises (including the Contracting Authority Premises, the Supplier's premises or third-party premises) from, to or at which:</p> <ul style="list-style-type: none"> (a) the Deliverables are (or are to be) provided; or (b) the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; (c) those premises at which any Supplier Equipment or any part of the Supplier System is located (where ICT Services are being provided);

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

“SME”	an enterprise falling within the category of micro, small and medium sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium enterprises;
“Special Terms”	any additional terms and conditions specified in the Contract Award Form incorporated into the Contract;
“Specific Change in Law”	a Change in Law that relates specifically to the business of the Contracting Authority and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date;
“Specification” (Statement of Requirements)	Outline technical and quality requirements set out in the SSQ and Schedule 1 Specification (Statement of Requirements (SOR)) (General and Technical Standards) Annex 1 Annex 2
“Specific Requirements”	SR – The specific needs of the Contracting Authority documented in the Invitation to Tender and which the suppliers can then compete for.
“SRM” (Supplier Relationship Management)	the relationship formed between a buyer and supplier, subject to the criticality of the goods or services being purchased and supplied into your organisation;
“Standard Selection Questionnaire” or “SSQ”	means the standard selection questionnaire that potential Suppliers must complete and submit in response to the ITP;
“SSQ Financial Standing”	means the result of the Authority’s latest assessment of the Monitored Company’s economic and financial standing in accordance with the requirements set out in the SSQ;
“SSQ Response”	means the Supplier’s submission in response to the SSQ;
“Standards”	any: (a) standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with;

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

	<p>(b) standards detailed in the specification in Schedule 2 (Specification);</p> <p>(c) standards detailed by the Contracting Authority in the Contract Award Form or agreed between the Parties from time to time;</p> <p>(d) relevant Police codes of practice as issued by the College of Policing or any other Policing Body;</p> <p>(e) relevant Government codes of practice and guidance applicable from time to time;</p>
“Standstill / Alcatel Period”	a mandatory standstill period of at least ten calendar days (must not be issued or end on a weekend day) starts on the next day issuing the award notice in contract tendered via Find a Tender Service (FTS), before the contract is signed with the successful Supplier;
“Start Date”	the date specified on the Call-Off Contract Award Form;
“Statement of Requirements” (SOR)	The statement of requirements is the specification outlining the whole service this can be both technical specification and general specification for example contract aftercare – contract management.
“Storage Media”	the part of any device that is capable of storing and retrieving data;
“Sub-Contract”	<p>any contract or agreement (or proposed contract or agreement), other than a Contract, pursuant to which a third party:</p> <p>(a) provides the Deliverables (or any part of them);</p> <p>(b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or</p> <p>(c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);</p> <p>(including the Supplier’s entire supply chain for the provision of the Services)</p>
“Sub Agreement” / “Access Agreement”	an agreement between the Authority and a Contracting Authority wishing to purchase Goods and Services under this DPS Agreement;

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

“Sub- Contractor”	any person other than the Supplier, who is a party to a Sub-Contract to provide any part of the Goods or Services or any other service which is necessary to the provision of the Services (including the Supplier’s entire supply chain for the provision of the Services) and the servants or agents of that person with whom the Supplier subcontracts;
“Subprocessor”	any third party appointed to process Personal Data on behalf of the Supplier related to the Contract;
“Subsidiary Undertaking”	has the meaning set out in section 1162 of the Companies Act 2006;
“Supplier”	the commercial entity identified in the DPS Award Form or Call-Off Contract Award Form to provide the Goods and or Services to the Contracting Authority in accordance with the DPS Agreement and the Call-Off Contract (as the case may be);
“Supplier Assets”	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Contract but excluding the Contracting Authority Assets;
“Supplier Assurance Visit” or “SAV”	due diligence exercise on the Supplier to validate the Supplier’s information provided at either the SSQ stage or the ITT stage, on site and or remote review of facilities and procedures in relation to the Service provision; and or subsequent updates on a suppliers SSQ Application which may amend their original SSQ application.
“Supplier Authorised Representative”	the representative appointed by the Supplier named in the DPS Award Form, or later defined in a Call-Off Contract; who has the authority to sign the Call-Off Contract on behalf of the supplier
“Supplier DPS Manager”	has the meaning given to it in DPS Agreement Schedule 4 (DPS Management);
“Supplier Equipment”	the Supplier’s hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Contracting Authority) in the performance of its obligations under this Contract;
“Supplier Non-Performance”	where the Supplier has failed to: a) provide the Services in accordance with the Service Levels; and/or

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

	<p>b) comply with an obligation under the DPS Agreement or Call-Off Contract;</p> <p>c) Achieve a Milestone by the required date;</p>
“Supplier Profit”	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total Costs (in nominal cash flow terms) in respect of the Contract for the relevant period;
“Supplier Profit Margin”	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same period or in relation to the relevant Milestone and expressed as a percentage;
“Supplier Staff”	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance of the Supplier’s obligations under the DPS Agreement and any Call-Off Contract;
“Supplier's Confidential Information”	Confidential Information of the Supplier identified in DPS Agreement Schedule 11 (Commercially Sensitive Information)
“Supplier's Contract Manager”	the person identified in the Contract Award Form appointed by the Supplier to oversee the operation of the Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Contracting Authority prior to the appointment;
“Supplier Review Meetings”	<p>has the meaning given to it in DPS Agreement Schedule 4 (DPS Management) and</p> <p>Schedule 1 Specification (Statement of Requirements (SOR)) (General and Technical Standards) Annex 1 Annex 2 as the case may be;</p>
“Supply Chain Information Report Template”	the document at DPS Agreement Schedule 12 (Supply Chain Visibility);

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

“Supporting Documentation”	sufficient information in writing to enable the Contracting Authority to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Contracting Authority under the Contract detailed in the information are properly payable;
“Target Drugs”	<p>The drugs that can be tested under the Road Traffic Act 1998 whether a person has either cocaine or delta-9-tetrahydrocannabinol (the main active ingredient of cannabis) in their body.</p> <p>The drugs that can be tested under The Drug Act 2005, Class A opiates or cocaine in relation to Drugs Testing on Arrest.</p>
“Tender”	means a Supplier's submission and response to an ITT issued under the DPS in accordance with ITT Call for Competition Procedure;
“Tender Award Report”	a report that provides a brief history of the tendering process and an analysis of each tender submission, with a clear recommendation as to the best value for money offer(s);
“Tender Response”	the tender submitted by the Supplier to the Contracting Authority and annexed to or referred to in ITT Award Form Schedule 7 (Tender Response);
“Term”	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract;
“Termination Notice”	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate the DPS Agreement or the Call-Off Contract (as the case may be) on a specified date and setting out the grounds for termination;
“Test Issue”	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in the Contract;
“Tests and Testing”	any tests required to be carried out pursuant to the Contract as set out in a test plan or elsewhere in the Contract and “Tested” shall be construed accordingly;

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

“Third Party Auditor”	an independent third-party auditor as appointed by the Authority from time to time to confirm the completeness and accuracy of information uploaded to the Virtual Library;
“THRIVE” (model)	Threat, Harm, Risk, Investigation (needs), Vulnerability (victims), Evaluation (effectiveness of outcomes);
“Third Party IPR”	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
“Timetable”	the list of indicative key dates for this Procurement provided in the ITP, which may be subject to change;
“Transferring Supplier Employees”	those employees of the Supplier and/or the Supplier's Sub-contractors to whom the Employment Regulations will apply on the Service Transfer Date;
“Transparency Information”	<p>the Transparency Reports, and the content of the Contract, including any changes to this Call-Off Contract agreed from time to time, except for –</p> <ul style="list-style-type: none"> (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Contracting Authority; and (ii) Commercially Sensitive Information;
“Transparency Reports”	the information relating to the Deliverables and performance pursuant to the Contract which the Supplier is required to provide to the Contracting Authority in accordance with the reporting requirements in Appendix 10 (Transparency Reports);
“Type Approval”	Home Office type Approval of the DTSD used in conjunction with the Road Traffic Act 1988, Section 6C(1)(b) (s4/s5a) permits the police to conduct a preliminary test in the investigation of drug driving offences for the purpose of obtaining an indication whether a person has a specified controlled drug in their body
“UKCA”	CE marking: All equipment shall comply with the essential requirements of all applicable UK Regulations and be UKCA or CE marked as appropriate. Copies of the Manufacturer's Declarations of Conformity for UKCA or CE marking shall be supplied with operational equipment, to be adopted from 2023.

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

“UK GDPR”	has the meaning given to “UK GDPR” in section 3(10) (as supplemented by section 205(4)) of the DPA 2018;
“UKAS”	the United Kingdom Accreditation Service;
“UKAS Assessment Reports”	the UKAS IAR reports, internal investigation reports/non-conformance reports;
“UN3373”	Classification of infectious biological substances using the IATA United Nations (UN) Codes for the transportation of human samples for laboratory tests
Un-Powered MPRDTD	Mobile Preliminary Roads Drug Testing Devices; ether powered or un-powered as defined in Schedule 1 Specification Annex 1
“Update Requirement”	the occurrence of an event DPS Agreement Schedule 13 (Records and Virtual Library) (Records to be uploaded to the Virtual Library) which requires the Supplier to update the relevant information hosted on the FCN Virtual Library;
“Value engineering” (VE)	Ability to look at improving the service/products by reviewing the design, to remove non-valued added elements in order to improve the service/product as part of Continuous Improvement
“Variation”	Where there is a request to make a change variation to a call off contract which must be agreed in writing by all parties to the contract, using the Variation Form and following the Variation Procedure set out in the Terms and Conditions
“Variation Form”	The formal form to be used where there is to be any variation or change to a call off contract, signed and agreed by all parties concerned and following the variation process as outlined in the Terms and Conditions

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3

“Variation Procedure”	the procedure set out in in the Terms and Conditions in the Call-Off Contract to be followed where there is a requirement to make any variation or change to the call off contract.
“VAT”	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
“Virtual Library”	means the data repository hosted by the Authority containing the information about this Contract and the Services provided under it in accordance with Schedule 13 (Records and Virtual Library);
“Value for Money”	Where the value of a product or service is not derived just from the monetary value but also considering the efficiency and effectiveness of the purchase;
“Witness Statement”	a full witness statement written by a Forensic Practitioner for the provision of evidence to a court;
“Work in Progress or “WIP”	means Deliverables which are in progress;
“Worker”	any one of the Supplier Staff which the Contracting Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
“Working Day”	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Contract Award Form.
“Workday”	7.5 Work Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day;
“Work Hours”	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks;

COMMERCIAL IN CONFIDENCE

Schedule 2 (Definitions) DPS Framework for Provision Drug Testing Devices v3