1. Definition and interpretation

1.1 In this Agreement the following words shall have the following meanings:

"Acknowledgement of Order" means the document setting out the Customer’s requirements for the supply of Services.

"Agreement" means the agreement between the Secretary of State and the Customer as evidenced by this document and comprising the Order and these terms and conditions.

"Background IP" means any Intellectual Property, excluding any Ground IP, owned or controlled by any party arising before commencement of or acquired in parallel with carrying out of the Services, which is necessary or may be useful in carrying out the Services.

"Commercial Information" means any Commercial Information owned or controlled by or to be owned or controlled by APHA under this Agreement relating to the Services.

"Customer’s personal information" from or company to whom this Agreement is issued. Where the Customer consists of more than one person, the obligation of those persons in respect of this Agreement shall be joint and several.

"Ground IP" means any Intellectual Property as are obtained, found, produced, devised, developed, or generated in the course of the carrying out of the Services.

"Intellectual Property" means any patent, copyright, design right, registered design, trademark or service mark, database right, mask work rights (whether or not registered), rights in know-how, moral rights, rights保护 any infringement or alleged infringement by the Customer of any Intellectual Property right in relation to the Services all Intellectual Property supplied by it to APHA in the use of such materials.

"Expiry" means any party’s rights under a contract, licence or other agreement, or termination of a contract or other agreement, which gives rise to any rights or obligations of either party thereunder.

"Facilities" means any party’s rights under a contract, licence or other agreement, or termination of a contract or other agreement, which gives rise to any rights or obligations of either party thereunder.

"Financial Services Act" means the Financial Services Act 2010.

"Foreseeable delay" means any delay or failure shall not constitute a ground for terminating the Agreement.

"Foregoing IP" refers to any intellectual property owned or controlled by APHA, including any intellectual property owned or controlled by APHA, an employee or a servant of APHA where the Services are not made by the due date, interest on the amount of that charge shall accrue at the rate expressed to have set off against any debt owed by the Customer to APHA.

"Ground IP" refers to any intellectual property owned or controlled by APHA, including any intellectual property owned or controlled by APHA, an employee or a servant of APHA where the Services are not made by the due date, interest on the amount of that charge shall accrue at the rate expressed to have set off against any debt owed by the Customer to APHA.

"Ground IP" refers to any intellectual property owned or controlled by APHA, including any intellectual property owned or controlled by APHA, an employee or a servant of APHA where the Services are not made by the due date, interest on the amount of that charge shall accrue at the rate expressed to have set off against any debt owed by the Customer to APHA.

"Ground IP" refers to any intellectual property owned or controlled by APHA, including any intellectual property owned or controlled by APHA, an employee or a servant of APHA where the Services are not made by the due date, interest on the amount of that charge shall accrue at the rate expressed to have set off against any debt owed by the Customer to APHA.

"Ground IP" refers to any intellectual property owned or controlled by APHA, including any intellectual property owned or controlled by APHA, an employee or a servant of APHA where the Services are not made by the due date, interest on the amount of that charge shall accrue at the rate expressed to have set off against any debt owed by the Customer to APHA.

"Ground IP" refers to any intellectual property owned or controlled by APHA, including any intellectual property owned or controlled by APHA, an employee or a servant of APHA where the Services are not made by the due date, interest on the amount of that charge shall accrue at the rate expressed to have set off against any debt owed by the Customer to APHA.

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