

Schedule 03

DEFINITIONS AND INTERPRETATIONS

SCHEDULE 03**PART 1 - DEFINITIONS AND INTERPRETATIONS**

In addition to the Definitions and Interpretations in DEFCON 501, in this Contract the following expressions shall have the meanings hereby respectively assigned to them, except where the context requires otherwise:

Term	Definition
Acceptance Off Contract	The date that the Boat is accepted by the Authority and title, risk of loss or damage and possession of the Boat passes from the Contractor to the Authority following satisfactory signature of the Boats Certificate of Acceptance (Schedule 10a)
Accepted Off Contract	The date that the Boat is accepted by the Authority and title, risk of loss or damage and possession of the Boat passes from the Contractor to the Authority following satisfactory signature of the Certificate of Acceptance (Schedule 10a)
Additional Task	In accordance with Schedule 27 (Statement of Technical Requirement – In Service Support (Option), Ref 1.3 (Additional Tasks) Ref 2.3 (Additional Tasks) and Ref 3.3 (Additional Tasks)
Actual Delivery Date	The date on which a Task is accepted by the Authority
Agreed Delivery Date	The date on which a Task is expected to be accepted by the Authority, reached by agreement between the Contractor and the Authority's Authorised Representative and recorded on MOD Boats Form 2010.
Annex(s)	Additional documentation to the Terms and Conditions Schedule 00.
As Built	The documentation to reflect the material state of the Boat following acceptance of the First of Class.
Authority Acceptance Trials	The trials the Authority carries out for Acceptance off Contract of the Boat(s)
Authority's Premises	Any premises owned by Authority, or the Ship after Acceptance Off Contract
Authority's Authorised Officer	A person appointed by the Authority who shall either be the Authority's Project Officer, or his authorised representative, the Commanding Officer, end user, other representative of the Authority.
Authority's Authorised Project Officer	The project officer of the Authority from time to time, as identified in Schedule 5 (Appendix - Addressees and Other Information).
Authority's Commercial Officer	The Commercial Officer of the Authority from time to time, as identified in Schedule 5 (Appendix - Addressees and Other Information)
Authority's Contractors	An independent Contractor(s) that has been appointed by the Authority through a separate arrangement and may have involvement in the requirement from time-to-time – Not to be confused with "Contractor", whom the Authority has entered into Contract with

Term	Definition
Authority's Representatives	The Authority's Authorised Officer or on site representatives or Authority's nominated representative;
Authority's Transport Branch	The transport branch of the Authority as identified in Schedule 5 (Addresses and Other Information)
Ballistic Protection kit	In accordance with Schedule 2A (Statement of Technical Requirement - Technical Baseline) ID 4.9
Bill Paying Branch	The branch of the Authority responsible for the payment of bills as identified in Schedule 5 (Appendix - Addressees and Other Information).
Boat(s)	The vessel which the Contractor is required to supply under the Contract and primary subject of the Statement of Technical Requirements. References may include: Boat, Craft, IEC and IEC Boat,
Boat Certificate of Acceptance	The form at Schedule 10a (Boat Certificate of Acceptance)
Boat yard	The Boat yard where the Boat shall be assembled and/or constructed.
Calendar Day(s)	Monday to Friday, including Saturdays, Sundays, public and statutory holidays
Certifying Authority	The MCA or one of the organisations authorised by the MCA to appoint persons for examining vessels and issuing and signing Declarations of Examination and issue certificates
Change	Any change to the terms and conditions or to the plans contained within this Contract and, for the avoidance of doubt, shall include any Gainshare proposals provided for under Clause 40 (Changes to the Contract) and/or ad hoc requirements provided for under this Contract
Change in Certification and Classification	Change in applicable laws, rules, regulations or requirements (or their application) of the Classification Society or Regulatory Authorities (including the Safety Regulator) which shall be compulsory for the Boat(s) at the time of Acceptance Off Contract
Change Number	The number allocated by the Authority's Authorised Officer using Contract Change Proposal Form (CCPF) 2 at Schedule 15
Change Proposal Number	The number allocated to the Contract Change Proposal Form (CCPF1) once submitted and registered on the Index of Contract Change Proposals (CCPF2) Schedule 15 by the Authority's Authorised Officer.
Classification Society	A society for the promulgation of rules for the construction of vessels, the supervision of such construction, the classification of vessels according to merit, and the publication of a register listing them and classifying their essential features
Commanding Officer	The Officer in position in command of the Boat
Commencement Date	This will be the start date of this Contract.
Commercial Packaging	Retail trade, bulk trade or export packaging used by a commercial company suitable to ensure the contents are received by the Authority in good working order.

Term	Definition
Condition	A condition is a part of the Contract that requires fulfilment.
Contract Amendment	The only Authority for a change to the Contract and will be serially numbered and issued solely by the Authority's, nominated Commercial Officer
Contract Change Proposal/ Contract Change Proposal Procedures	Is a proposal by the Authority or the Contractor to change the Contract. A complete, agreed and signed change proposal may or may not form the basis of a Contract Amendment that may include one or more change proposals
Contract Change Proposal Form (CCPF1)	The format at Schedule 15 (Contract Change Proposal Form) to this contract which shall be used to record the content of a Contract Change Proposal.
Contract Clauses (Clause)	The individual sections of the Terms and Conditions for this requirement
Contract End Date	The date the Contract will finish
Contractor's Sea Trials	Trials undertaken by the Contractor to demonstrate the performance of the Boat
Contractor's nominated Commercial Manager	The person appointed by the Contractor for this requirement, who shall be the Contractor's Commercial Manager, or his authorised representative
Contractor's nominated Project Manager	The person appointed by the Contractor for this requirement, who shall be the Contractor's Project Manager, or his authorised representative
Contractor's Premises	Any sites owned by the Contractor including Sub-Contractor premises
Contractor's Representatives	The Contractor's employees, agents and Sub-Contractors
Contractual Speed	Speed (knots) required set out in Schedule 2A (Statement of Technical Requirements – Technical Baseline)
Control of Vibration at Work Regulations	The Statutory Instrument to protect employees from the effects of vibration
Coxswain	The person who controls the propulsion and steerage of the Boat
Craft	The boat or vessel which the Contractor is required to supply under the Contract.
Defect	Any defects, deficiencies, or symptoms of weakness in the design, construction, material and/or workmanship on the part of the Contractor or Sub-Contractors.
Defence Standard	Defence Standards normally the requirements for equipment, component or material and may include practices, procedures and processes
Delay Event	Any one of the following: (a) delay due to late delivery or delivery of any defective Government Furnished Equipment in accordance with Clause 26 (Government Furnished Equipment);

Term	Definition
	<p>(b) delay due to damage to the Boat caused by defective Government Furnished Equipment in accordance with Clause 26 (Government Furnished Equipment);</p> <p>(c) any delay caused by provision of inaccurate Government Furnished Information (GFI) in accordance with Clause 29 (Government Furnished Information)</p> <p>(d) any delay in the Authority's provision of approval for comments on drawings, plans or other documents which are expressly stated in the Contract as requiring the Authority's approval within a stated period of time;</p> <p>(e) any delay occasioned by the Authority exercising its rights in accordance with Clause 50 (Inspections, Tests and Trials);</p> <p>(f) delays due to changes to the Contract made in accordance with:</p> <p>(i) Clause 39 (Changes in Certification and Classification);</p>
Deliverable Drawings and Documents	All drawings and/or documents to be supplied by the Contractor in accordance with the Contract
Delivery Date	The date as specified in Schedule 1 (Schedule of Requirements) on which the Contractor Deliverable or the relevant portion is to be Delivered or made available for Collection by the Authority.
Dispute Proceedings	Any litigation, arbitration, administration or adjudication or mediation proceedings before any court, arbitrator, administrator or adjudicator or mediator
Earned Value Management Plan	In accordance with the requirements stated in Annex C (Earned Value Management Plan) of Schedule 6 (Integrated Project Management Plan).
Earned Value Management System	A sound management approach that provides all levels of management with early visibility into cost and schedule performance.
Engineer	The suitably qualified and experienced person providing engineering support
Ex Works	The Contractor is responsible for making the goods available at his premises for collection by the Authority.
Emergent Task	In accordance with Schedule 27 (Statement of Technical Requirement – In Service Support (Option), Ref 1.2 (Emergent Tasks), Ref 2.2 (Emergent Tasks) and Ref 3.2 (Emergent Tasks)
Financial Year (FY)	1 April to 31 March
Firm Rates/ Firm Price	A rate, agreed for the Articles or Services, or both, which is not subject to variation
First of Class Training	Training of Authority personnel in the maintenance and operation of the Boat. To be provided prior to Acceptance Off Contract of the First of Class
Fixed Rates/Fixed Price	A price which is subject to variation in relation to inflation set at a particular point in time and is subject to change in accordance with the agreed provisions of the applicable contract or is linked to a price index

Term	Definition
Force Majeure Event	Any one of the following: (a) acts of Nature; (b) any local Government requisition, control, intervention, requirement or interference; (c) threat or act of war, warlike operations, terrorism or the consequences thereof; (d) riots, civil commotions, blockades or embargoes; (e) epidemics; (f) National Strikes; (g) fire or explosion; (h) failure by any statutory undertaker, utility company, local Authority or other like body to carry out works or provide services; (i) any other event of a similar nature which is reasonably beyond the control of the Contractor or Sub-Contractors.
Gainshare Framework Agreement	Details the possible, but not exclusive, areas for which the Authority and the Contractor shall work together to realise potential opportunities for increased efficiency and savings under the Contract.
Gainshare Proposal	A written document produced by either Party in accordance with Clause 61 outlining an opportunity for Gainshare;
Good Industry Practice	In relation to any undertaking and any circumstances, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor engaged in activities of a similar scope and complexity to those that are the subject of this Contract and under the same or similar circumstances, where such contractor is seeking to comply with its contractual obligations and all applicable legal and regulatory requirements
Government Furnished Equipment (GFE)	The equipment listed in Schedule 13 (List of Government Furnished Equipment)
Government Furnished Information (GFI)	The information listed in Schedule 12 (Government Furnished Information)
Government Quality Assurance	The process by which the appropriate National Authorities establish confidence that the contractual requirements relating to quality are met.
Government Quality Assurance Representative (GQAR)	The Personnel with responsibility for Government Quality Assurance (GQA) acting on behalf of the Acquirer.
Guarantee	The guarantee provided by the Contractor to the Authority in accordance with Clause 30 (Guarantee)
Guarantee Period	The guarantee period provided by the Contractor to the Authority in accordance with Clause 30 (Guarantee)
Harbour Acceptance Trial	A test of the equipment/systems in harbour to ensure that the equipment/systems meets performance requirements set out in the