SCHEDULE A (DEFINITIONS)

DRAFT CONTRACT C17CSAE/708156451



Schedule A DEFINITIONS

SCHEDULE A (DEFINITIONS)

DRAFT CONTRACT C17CSAE/708156451

TABLE OF CONTENTS

Clause	Heading	Page
PART A - DE	FINITIONS	
PART B - AC	RONYMS	

DRAFT CONTRACT C17CSAE/708156451

PART A - DEFINITIONS

In the Contract the following words and phrases shall, unless the context otherwise requires, have the following meanings:

Term	Definition
Acceptance Checks	means documented process of accepting GFE onto Contractor's responsibility;
Accident	means an unintended event, or sequence of events, that causes harm (Def Stan 00-056);
Achieve	means the issue of an Anchor Milestone Certificate in respect of an Anchor Milestone, in accordance with the provisions of Schedule C (Anchor Milestones), and " Achieved " and " Achievement " shall be construed accordingly;
Accountable Manager for Maintenance	means the Contractor employee who has overall responsibility for managing Parachute Equipment maintenance;
Additional Work	meaning any work, which is not expressly or implied by the Contract documents, and which is determined by Authority to be necessary for the proper and safe completion of the Contract;
Additional Work Request Template	means the template set out in Schedule J (Additional Work Request Template);
ADE Category 1	means Airborne Delivery Equipment up to 28 foot in diameter;
ADE Category 2	means Airborne Delivery Equipment over 28 foot in diameter;
ADF Remedy Notice	means has the meaning given to it in Clause I.4.2 (Authority Dependency Failure) of the Contract;
Airborne Equipment Document Set (AEDS)	means suite of AE Publications covering maintenance, packing and storage regulations by specific parachute type;
Airborne Forces Equipment (AFE)	means any item of equipment associated with parachuting;
Airborne Forces Equipment Occurrence Technical Inspection (AFEOTI)	means specific reporting process for AFE following a parachute Incident. Referenced as part of the technical DASOR;

SCHEDULE A (DEFINITIONS)

Term	Definition
Air Safety Information Management System	means the system the Authority uses to manage safety information.
Airworthiness	means the ability of Airborne Forces Equipment to be operated in flight and on the ground without significant hazard to aircrew, ground crew, passengers or to third parties; it is a technical attribute of materiel throughout its lifecycle;
Affected Party	means the Party seeking to claim relief in respect of a Force Majeure Event;
Allowable Assumption	means the assumptions set out within Table 1 (Allowable Assumptions) of paragraph 12 (Allowable Assumptions) of Schedule P (Charges & Payment);
Anchor Milestone	means the Anchor Milestones set out in Schedule C (Anchor Milestones);
Anchor Milestone Certificate	means the certificate to be granted by the Authority when the Contractor has Achieved an Anchor Milestone, which shall be in substantially the same form as that set out in Annex 1 (Anchor Milestone Achievement Certificate) of Schedule C (Anchor Milestones);
Anchor Milestone Date	means the date by which an Anchor Milestone shall be Achieved, as set out in Schedule C (Anchor Milestones);
Anchor Milestone Deliverable	means an item or deliverable to be delivered by the Contractor in order to Achieve an Anchor Milestone;
Approved (including Approve, Approval)	means the prior written consent of the Authority;
Article	means all goods (excluding Services) which the Contractor is required under the Contract to supply;

Term	Definition
Assets	means:
	(a) the GFA;
	(b) the GFI; and
	 (c) any other equipment procured by the Contractor specifically to support delivery of the Contract including maintenance equipment, manual and mechanical handling equipment, packing mats, storage crates, racking systems and sundries (including Consumables, C Class Spares, L Class Spares, P Class Spares cleaning equipment, wipes, oils, pallets, boxes, bags and adhesives);
Associated Company	means:
	 (a) any associated company of the Contractor from time to time within the meaning of Section 449 of the Corporate Tax Act 2010 or any subordinate legislation; and
	(b) any parent undertaking or subsidiary undertaking of the Contractor from time to time within the meaning of Section 1162 Companies Act 2006 and it is further agreed that where the ownership of shares in any such undertaking have been pledged or transferred to a third party by way of security, the original parent shall still be considered a member of the subsidiary undertaking;
Assumptions	means the assumptions set out in Schedule Q (Assumptions and Authority Dependencies);
Auditor	has the meaning given to it in DEFCON 658 (Edn 10/22) Cyber;
Authority	means the Secretary of State for Defence at Ministry of Defence, Whitehall, London SW1A 2HB;
Authority Dependency	means those dependencies listed in Schedule Q (Assumptions and Authority Dependencies);
Authority Dependency Failure	means a failure by the Authority to provide an Authority Dependency;

Term	Definition
Authority Lead	means the individual identified as the relevant Authority lead for each Contractor Deliverable in Schedule G (Contractor Deliverables);
Authority Notice of Change	has the meaning given to it in DEFCON 620 (Edn 06/22) Contract Change Control Procedure;
Authority Premises	means any premises owned, controlled or occupied by the Authority and/or any Central Government Body which are made available for use by the Contractor or its Sub- Contractors for provision of the Services (or any of them);
Authority Representative	means the representative appointed by the Authority pursuant to paragraph 2 (Representatives) of Schedule O (Contract Management);
Authorities Letter of Airworthiness Authority (LoAA) Holder	means that Authority representative with delegated powers for airworthiness authority;
Background IPR	means Intellectual Property Rights controlled by a Party (i) as at the Effective Date; or (ii) during the Term, prior to the Effective Date;
Before Issue Maintenance (BIM)	means pre-issue to parachutist maintenance activity as determined by the applicable AEDS;
BCDR Plan	has the meaning given to it in paragraph 1 (BCDR Plan) of Schedule S (Business Continuity and Disaster Recovery);
BCDR Review Report	has the meaning given in paragraph 5.3 (Review and Amendment of the BCDR Plan) of Schedule S (Business Continuity and Disaster Recovery);
Business Contact Data	means the following categories of Personal Data relating to Contractor Personnel and Authority personnel (each as the case may be) including: first and last name, email addresses, business telephone number, office location and position/job title/role;
Business Continuity Plan	means the Contractor's business continuity plan as provided in paragraph 1.2.2 (BCDR Plan) of Schedule S (Business Continuity and Disaster Recovery);

Term	Definition
Business Continuity Services	has the meaning given in paragraph 3.2.2 (Business Continuity (Section 2)) of Schedule S (Business Continuity and Disaster Recovery);
Business Day	means any day excluding:
	 (a) Saturdays, Sundays, together with public and statutory holidays in the United Kingdom;
	 (b) such other periods of holiday closure of the Contractor's premises of which the Authority is given written notice by the Contractor at least two (2) weeks in advance;
C Class Spares	means Consumables e.g., tape, thread etc;
Capital Expenditure	means any expenditure which falls to be treated as capital expenditure in accordance with generally accepted accounting principles in the United Kingdom from time to time;
Central Government Body	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:
	(a) Government Department;
	 (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
	(c) Non-Ministerial Department; or
	(d) Executive Agency;
Certification	means the approval of a system or process supported by an endorsed document;
Change	has the meaning given to it in DEFCON 620 (Edn 06/22) Contract Change Control Procedure;
Change in Law	means any change in Law which impacts on the performance of the Services which comes into force after the Effective Date;
Change of Control	shall have the meaning given to it in the definition of "Control";

Term	Definition
Charges	means the charges for the provision of the Services, Contractor Deliverables and the performance of any of the Contractor's other obligations under the Contract calculated in accordance with Schedule P (Charges and Payment);
Commercial Officer	has the meaning given to it in DEFCON 501 (Edn 10/21) Definitions and Interpretations and DEFFORM 111 (Edn 10/22) Addresses and Other Information (Appendix 1 (Addresses and Other Information (DEFFORM 111) of the Contract);
Conflict of Interest	means a conflict between the financial or personal duties of the Contractor or the Contractor Personnel and the duties owed to the Authority under the Contract, in the reasonable opinion of the Authority;
Consumables	means the consumables listed in Annex 1 (Government Furnished Assets (GFA) List) to Schedule F (Assets) and relevant Parachute System Digital Air Publications (DAP) listed in Annex 8 (AFE Authority Parachute Systems) and Annex 9 (ADE Authority Parachute Systems) of Schedule D (Specification);
Contract	means the terms and conditions of the Contract together with its schedules;
Contract Embodiment Item	means an item of materiel provided by the Authority to the Contractor for incorporation into an asset under manufacture, production, construction, repair, refurbishment, maintenance, servicing, modification, enhancement, or conversion;
Contract Price	means the total price of the Contract Charges payable per year;
Contract Profit Rate	means the profit rate of the Contract set out in Table 7 (Contract Profit Rate) of Annex 1 (Service Charges Tables) of Schedule P (Charges and Payment);
Contract Support Item	means an item of materiel provided by the Authority to support work on a Contract Work Item in accordance with the Contract for a particular purpose and specified period;
Contract Work Arising	means an item of materiel removed from a Contract Work Item, in accordance with the requirements set out in the Contract;

SCHEDULE A (DEFINITIONS)

Term	Definition
Contract Work Item	means an item of materiel which is temporarily issued to the Contractor for a specified period to be worked on in accordance with the Contract;
Contract Year	means:
	 (a) with respect to Contract Year 1, the period beginning on the Operational Service Commencement Date and ending at midnight on 31 March 2026; and
	 (b) for each successive Contract Year, a period of twelve (12) Months commencing on 1 April and ending on following 31 March, except that the final Contract Year shall end on the End Date;
Contractor Change Proposal	has the meaning given to it in DEFCON 620 (Edn 06/22) Contract Change Control Procedure;
Contractor Deliverables	means the documents set out in Schedule G (Contractor Deliverables), and any updated versions that have been Approved from time to time in accordance with Schedule G (Contractor Deliverables);
Contractor Personnel	all directors, officers, employees, agents, consultants, and contractors of the Contractor and/or of any Sub-Contractor engaged in the performance of the Contractor's obligations under the Contract;
Contractor's Proposals	has the meaning given in paragraph 5.3.3 (Review and Amendment of the BCDR Plan) of Schedule S (Business Continuity and Disaster Recovery);
Contractor Representative	means the representative appointed by the Contractor pursuant to paragraph 2 (Representatives) of Schedule O (Contract Management);
Contractor Service Management Plan	means the Contractor's service management plan for delivering the Services, as set out in Schedule E (Contractor Service Management Plan), as updated from time to time;
Contractor Termination Event	means the events listed in Clause J.2.1 (Termination for Contractor Default) of the Contract;

SCHEDULE A (DEFINITIONS)

Term	Definition
Control	means power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:
	 (a) by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or
	 (b) by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor,
	and a " Change of Control " occurs if a person who controls the Contractor ceases to do so or if another person acquires control of the Contractor;
Controller	has the meaning given to it under Article 4 of the UK GDPR;
Core Service(s)	means the services set out in Section 3 (Core Service) of Annex 1 (Service Requirements) of Schedule D (Specification);
Core Services Charges	means the Charges for Core Services calculated in accordance with paragraph 3 (Core Services Charges) of Part 1 (Description of Charges), Schedule P (Charges and Payment);
Core Services Charges Payments	means payments made in respect of Charges for Core Services as set out in Table 2 (Core Services Charges Payment Plan) of Annex 2 (Service Charges Payment Tables), Schedule P (Charges and Payment);
Critical Service Level Failure	means the Contractor's performance is assessed as 'Inadequate' for:
	 (a) one (1) or more KPIs specified within Annex 1 to Part B (Key Performance Indicators) of Schedule N (Performance Management); or
	 (b) for four (4) or more Performance Indicators as specified within Annex 2 to Part B (Performance Indicators) of Schedule N (Performance Management);

Term	Definition
Crown	means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive, and the National Assembly for Wales);
CSM Risk Assessment Process	means the risk assessment process which forms part of the Cyber Security Model and is used to measure the Cyber Risk Profile for the Contract and any Sub-Contract;
CSM Supplier Assurance Questionnaire	means the supplier assessment questionnaire which forms part of the Cyber Security Model and is to be used by the Contractor to demonstrate compliance with DEFCON 658 (Edn 10/22) Cyber;
Cyber Implementation Plan	means the plan set out in Part 2 (Cyber Implementation Plan) of Schedule M (Cyber Security);
Cyber Risk Profile	means the level of cyber risk relating to the Contract assessed by the Authority or in relation to any Sub-Contract as assessed by the Contractor, in each case in accordance with the Cyber Security Model;

Term	Definition
Cyber Security Incident	means an event, act or omission which gives rise or may give rise to:
	 (a) unauthorised access to an information system or electronic communications network on which MOD Identifiable Information resides;
	 (b) disruption or change of the operation (including but not limited to takeover of control) of an information system or electronic communications network on which MOD Identifiable Information resides;
	 (c) unauthorised destruction, damage, deletion or the change of MOD Identifiable Information residing in an information system or electronic communications network;
	 (d) unauthorised or unintentional removal or limiting the possibility to use MOD Identifiable Information residing in an information system or electronic communications network; or
	 (e) the appropriation, publication, dissemination or any other use of non-public MOD Identifiable Information by persons unauthorised to do so;
Cyber Security Instructions	means DEFSTAN 05-138, together with any relevant ISN and specific security instructions relating to the Contract issued by the Authority to the Contractor;
Cyber Security Model or "CSM"	means the process by which the Authority ensures that MOD Identifiable Information is adequately protected from Cyber Security Incident and includes the CSM Risk Assessment Process, DEFSTAN 05-138 and the CSM Contractor Assurance Questionnaire;
Data	means any 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;
Data Item Description (DID)	means a standardisation document that defines the data required of a contractor. The DID specifically defines the data content, format, and intended use;

SCHEDULE A (DEFINITIONS)

DRAFT CONTRACT C17CSAE/708156451

Term	Definition
Data Protection Legislation	 (a) the regulations on the protection of natural persons with regard to the processing of personal data and on the free movement of such data known as the General Data Protection Regulation (EU) 2016/679 ("EU GDPR");
	(b) EU GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 ("UK GDPR");
	(c) the UK Data Protection Act 2018 ("DPA 2018");
	 (d) the Privacy and Electronic Communications Regulations 2003 as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020;
	 (e) any further laws and statutory instruments relating to such regulations, data protection or privacy, all from time to time; and
	 (f) the guidance and codes of practice issued by the Information Commissioner's Office which apply to a Party;
Data Subject	has the meaning given to it under Article 4 of the UK GDPR;
Default	means any breach of the obligations of the relevant Party (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or Sub-Contractors in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other. In no event shall a failure or delay in the delivery of an Authority Dependency or an activity to be carried out by the Authority or its representatives in accordance with the Contract be considered a Default;
DEFCON	means the MOD conditions which can be found at <u>https://www.aof.mod.uk;</u>

Term	Definition
Defence Air Safety Occurrence Report (DASOR)	means the UK MOD process for reporting, recording and investigating incidents at or below Official-Sensitive through the Air Safety Information Management System (ASIMS);
Defence Sourcing Portal	means the Authority's online tendering portal;
Defence Standards	means the standards listed in Clause B.14 (Defence Standards) of the Contract;
DEFFORM	means the MOD DEFFORM series which can be found at https://www.aof.mod.uk ;
DEFSTAN (Defence Standard)	means Defence Standards which can be found at <u>https://www.dstan.mod.uk;</u>
Delay	means a delay in the Achievement of an Anchor Milestone by its Anchor Milestone Date;
Delivery Plan Variation Notice	has the meaning given to it Section 1.5 (Varying the Service Delivery Plans) of Annex 1 (Service Requirements) of Schedule D (Specification);
Digital Air Publications (DAPs)	means electronic versions of the AEDS, normally accessible through the Technical Documents On-Line (TDOL) Service;
Disaster	means the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part of the Services will be unavailable for a period of five (5) Business Days or which is reasonably anticipated will mean that the Services or a material part of the Services will be unavailable for that period;
Disaster Recovery Plan	means the Contractor's disaster recovery plan as provided in paragraph 1.2.3 (BCDR Plan) of Schedule S (Business Continuity and Disaster Recovery);
Disposal	means the process for mutilating canopies and ensuring Unserviceable or out of life components are not available for further use IAW the AEDS;

SCHEDULE A (DEFINITIONS)

Term	Definition
Dispute	means any matter which is subject to a dispute, difference or question of interpretation arising out of or in connection with the Contract, including:
	 (a) a dispute, difference or question of interpretation relating to the Services;
	(b) a failure to agree a Change; or
	 (c) any matter where the Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure,
	unless such matter, and/or any decision related to such matter, is stated to be a matter/decision to be determined solely by the Authority;
Dispute Resolution Procedure	means the procedure set out in DEFCON 530 (Edn12/14) Dispute Resolution (English Law);
Dry(ing) Services	means the drying of parachutes subjected to any form of water contamination in parachuting use;
Effective Date	means the date on which the Contract is signed by both Parties;
EIRs	means the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Central Government Body in relation to such regulations;
Elective Services	has the meaning given to it Section 1.4 (Transferring between Services) of Annex 1 (Service Requirements) of Schedule D (Specification);
Electronic Information	means all information generated, processed, transferred or otherwise dealt with under or in connection with the Contract, including but not limited to Data, recorded or preserved in electronic form and held on any information system or electronic communications network;

SCHEDULE A (DEFINITIONS)

DRAFT CONTRACT C17CSAE/708156451

Term	Definition
Employee Liabilities	means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:
	 (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
	(b) unfair, wrongful or constructive dismissal compensation;
	 (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
	 (d) compensation for less favourable treatment of part-time workers or fixed term employees;
	 (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;
	(f) employment claims whether in tort, contract or statute or otherwise;
	(g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
End Date	means the later of:
	(a) the Initial Expiry Date;
	(b) the expiry of any Extension Period;
	(c) the end of the Exit Assistance Period;

Term	Definition
Environmental Management System	means a structured framework for managing an organisation's significant environmental aspects;
Equipment Support Manager	means the authority so designated in the Contract;
Evidence	means sufficient information that demonstrates the criteria of requirements will be satisfactorily met in accordance with the Authority definition;
Exit Assistance Notice	has the meaning given to it in paragraph 4.1 (Exit Services) of Schedule W (Exit Management);
Exit Assistance Period	means in relation to an Exit Assistance Notice, the period specified in the Exit Assistance Notice for which the Contractor is required to provide the Exit Services, such period may be extended pursuant to paragraph 4.2.1 (Notification of Requirements for Exit Services) of Schedule W (Exit Management);
Exit Information	has the meaning given in paragraph 2.1 (Obligations to Assist on Re-tendering of Services) of Schedule W (Exit Management);
Exit Services	means the exit services to be provided by the Contractor, as more particularly described in Annex 1 (Scope of the Exit Services) to Schedule W (Exit Management);
Extension Period	means any one or more extension periods specified by the Authority to the Contractor extending the Contract in respect of whole or part of the Services;
F760	means the Authority's documentation process to support an Unsatisfactory Feature Report or Narrative Fault Report warranting detailed investigation;
Final Transition Plan	means the Contractor's plan for the delivery of the Transition Services as Approved by the Authority in accordance with paragraph 3 (Approval of the Final Transition Plan) of Schedule B (Transition);
Final Warning Notice	has the meaning given in Clause J.2.4 (Persistent Breach) of the Contract;

Term	Definition
Financial Distress Event	means an event that indicates the Contractor's financial condition is such that it may be unable to meet its current financial obligations, being any of the following:
	 (a) the Contractor's turnover – calculated as the annual Contract Price cf. average annual turnover for last full financial year - is less than 50% of the average annual turnover for the last full financial year;
	 (b) the Contractor's liquidity – calculated as the current assets divided by the current liabilities – is below the minimum current ratio of 1.0 divided by the minimum acid test ratio of 0.8;
	 (c) the Contractor's acid test ratio – calculated as (current assets – inventories) / current liabilities – is below the minimum ratio of 0.8,
	by reference to the Contractor's audited accounts for the relevant period;
Firm Price	means a price which is not subject to variation;
Fixed Price	means a price that is subject to variation in accordance with paragraph 11 (Indexation) of Schedule P (Charges and Payment);
FOIA	the Freedom of Information Act 2000 and any subordinate Legislation (as defined in section 84 of the Freedom of Information Act 2000) made under the Freedom of Information Act 2000 from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such Act;

Term	Definition
Force Majeure Event	means the occurrence after the Effective Date of:
	(a) war, civil war, armed conflict or terrorism;
	 (b) nuclear, chemical or biological contamination, unless the source or cause of the contamination is as a result of any act of or breach by the Contractor or a Sub-Contractor; or
	 (c) pressure waves caused by devices travelling at supersonic speeds or sonic booms;
	 (d) cyber risks, to the extent that such cyber risks are beyond the reasonable control of the Affected Party and do not arise directly or indirectly as a result of the negligence of the Affected Party; or
	(e) environmental damage (unless specifically insured), to the extent that such environmental damage is beyond the reasonable control of the Affected Party and does not arise directly or indirectly as a result of the negligence of the Affected Party,
	which directly causes the Affected Party to be unable to comply with all or a material part of its obligations under the Contract but excluding any industrial dispute relating to the Contractor or its personnel or any other failure in the Contractor's or Sub-Contractor's supply chain;
Force Majeure Notice	means 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;
General Change in Law	means a Change in Law which is not a Specific Change in Law;
GFA Rotation Notice	has the meaning given to it in paragraph 5.1 (GFA Rotation) of Schedule F (Assets);

Term	Definition
Good Industry Practice	means the exercise of that degree of skill, care, prudence and foresight and operating practice which would reasonably and ordinarily be expected from time to time of a skilled and experienced operator seeking in good faith to comply with all its contractual obligations and all applicable Law and engaged in the same type of undertaking as that of the Contractor and/or any of the Sub-Contractors under the same or similar circumstances;
Government Establishment	means any of His Majesty's aircrafts or service stations, and the Authority Premises;
Government Furnished Assets (GFA)	means any Asset issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority, as set out in Schedule F (Assets);
Government Furnished Facilities (GFF)	means buildings, parts of buildings, sites and other infrastructure issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
Government Furnished Information (GFI)	means information or data issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority, as set out in Schedule F (Assets);
Halifax Abuse Principle	means the principle explained in the CJEU Case C-255/02 Halifax and others;
Health and Safety Legislation	means any Law which is principally for the safety and protection of the health of human beings, such legislation being applicable to activities falling within the scope of the Services;
Human Factors	means environmental, organisational and job factors, and human and individual characteristics, which influence behaviour at work in a way which can affect health and safety;
Incident	means the occurrence of a hazard that might have progressed to an Accident but did not (Def Stn 00-056);
Index	means Table 2 'Price Indices of United Kingdom Output: All Manufacturing & Selected Industries (CPA 2.1)' of the ONS Producer price inflation time series (MM22) index of price movement of goods bought and sold by UK manufacturers;

Term	Definition
Indexation	means the application of the Index to Fixed Prices in accordance with paragraph 11 (Indexation) of Schedule P (Charges & Payment);
Information	means any information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract, including information provided in the Invitation to Negotiate, the Contractor's responses to the Invitation to Negotiate or during the Invitation to Negotiate process which preceded the award of the Contract;
Initial Expiry Date	means midnight on the day prior to the fourth anniversary of the Operational Services Commencement Date;
Initial Operating Capability (IOC)	has the meaning given to it in paragraph 3.1 (Purpose of and Success Criteria for Initial Operating Capability) of Schedule C (Anchor Milestones);
Initial Transition Plan	means the transition plan set out in Annex 1 (Initial Transition Plan) to Schedule B (Transition);
Inquiry	means a board of inquiry, unit inquiry or service inquiry convened in accordance with regulations from time to time in force to investigate an Accident or Incident;
Insolvency Event	means the events listed in DEFCON 515 (Edn 06/21) Bankruptcy and Insolvency;
Intellectual Property Rights or IPR	means all patents, utility models, or rights (registered and unregistered) in any designs; applications for any of the foregoing; copyright; database rights; semiconductor chip topography rights; rights in confidential information and trade secrets; and all rights and forms of protection of a similar nature to these or having equivalent effect anywhere in the world;
Inventory	means the complete Authority provided equipment held by the Contractor;
Invitation to Negotiate	means the invitation to negotiate issued by the Authority in connection with the Contract pursuant to the Regulations;

Term	Definition
ISN	means Industry Security Notices issued by the Authority to the Contractor whether directly or by issue on the gov.uk website at:
	https://www.gov.uk/government/publications/industry- security-notices-isns;
Issued Property	means any item of Government Furnished Equipment (GFE), including any Articles in connection with which the Contractor is required under the Contract to carry out any Service, issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;
Joint Asset Management Engineering Solution (JAMES)	means the Logistics Information System (LIS) currently in use by the Authority to record maintenance, usage, and configuration control of all parachute types. The system shall use JAMES or an alternative Approved by the Authority to ensure configuration control is maintained;
Joint Controller	has the meaning given to it under Article 26(1) of the UK GDPR;
JSyCC WARP	means the Joint Security Co-ordination Centre MOD Defence Industry Warning, Advice and Reporting Point or any successor body notified by way of ISN;
KPI Alleviation	has the meaning set out in paragraph 2.1 (KPI Alleviation) of Part B (Performance Monitoring) of Schedule N (Performance Management);
Key Performance Indicator (KPI)	means the key performance indicators set out in Schedule N (Performance Management);
Key Personnel	means those persons appointed by the Contractor to fulfil the Key Roles, being the persons listed in the Contractor Service Management Plan against each Key Role as at the Effective Date or as amended from time to time in accordance with Clauses F.2.3 to F.2.6 (Key Personnel) in the Contract;
Key Roles	means the key roles specified by the Contractor in the Contractor Service Management Plan and any additional roles agreed between the Parties in writing;
L Class Spares	means limited repairable first and second line;

DRAFT CONTRACT C17CSAE/708156451

Term	Definition
Law	means any applicable law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, regulation, order, regulatory policy, mandatory guidance or code of practice judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body, including any other local law and regulations;
Loss	means losses, liabilities, damages, claims, actions, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
MAA Regulatory Publications (MRP)	means publications regulated by the UK Military Aviation Authority to maintain Airworthiness and Safety;
Maintenance	means any activity undertaken to make a Parachute System or Parachute Equipment Serviceable;
Maintenance Approved Organisation (MAOS)	means a means by which the MOD can assess the competency of organisations wishing to provide continuing airworthiness support services for military air systems or air system components; It is MOD policy that all air domain platform and equipment delivery teams and front-line commands, where possible, contract for continuing airworthiness activities with organisations that are approved under the MAOS scheme. Details of the approval scheme are published in the RA 4800 series, known as Military Aviation Authority Regulatory Publication Part 145 (MRP Part 145);
	Regulatory Article (RA) 1005;

Term	Definition
Major Components	means:
	(a) main canopy;
	(b) reserve canopy;
	(c) pack;
	(d) harness;
Major Repair	means any unscheduled repair activity that takes longer than the Standard Repair timescales to make a parachute Serviceable;
Management of the Joint Deployed Inventory (MJDI)	means the Materiel Accounting logistics information system for managing inventory and assets forward of the base inventory systems;
Material	means equipment (including fixed assets), stores, supplies and spares;
Military Regulatory Publications (MRP)	means the suite of Military Airworthiness Authority regulatory policies, processes and documentation;
Military Tandem Tethered Bundle (MTTB)	means a specific parachuting discipline combined with the BT533 due to weight considerations. Incorporating special to type equipment connected to the parachutist consisting of a 6ft cylindrical storage tube and emergency AAD activated GQ5000 round parachute;
MOD Identifiable Information	means all Electronic Information which is attributed to or could identify an existing or proposed MOD capability, defence activities or personnel and which the MOD requires to be protected against loss, misuse, corruption, alteration and unauthorised disclosure;
Modification	means the embodiment of a DO/OEM or TAA approved change to current AFE configuration supported with Authority documentation;
Month	means a calendar month;
ΝΑΤΟ	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;

SCHEDULE A (DEFINITIONS)

Term	Definition
Necessary Consents	all permits, licences, permissions, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are required for the performance of any of the Contractor's obligations under the Contract, whether required in order to comply with Law or as a result of the rights of any third party;
Non-Core Services	means the services set out at Section 4 (Non-Core Service) of Annex 1 (Service Requirements) of Schedule D (Specification);
Non-Core Services Charges	means the Charges for Non-Core Services calculated in accordance with paragraph 6 (Non-Core Services Charges) of Part 1 (Description of Charges), Schedule P (Charges and Payment);
Non-Core Services Order Form	means the template set out in Schedule I (Non-Core Services Order Form);
Notices	shall mean all notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;
NSA/DSA	means, as appropriate, the National or Designated Security Authority of the Contractor that is responsible for the oversight of the security requirements to be applied by the Contractor and for ensuring compliance with applicable national security regulations;

Term	Definition
Occasion of Tax Non- Compliance	means any tax return of the Contractor submitted to a relevant tax authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:
	(a) relevant tax authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
	(b) the failure of an avoidance scheme which the Contractor 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; or
	(c) any tax return of the Contractor submitted to a relevant tax authority on or after 1 October 2012 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 date the Contract came into effect or to a civil penalty for fraud or evasion;
Offboarding Notice	means the offboarding notice issued by the Authority in the form set out in Appendix 3 (Offboarding Notice) of Annex 11 (Notices) of Schedule D (Specification);
Onboarding Notice	means the onboarding notice issued by the Authority in the form set out in Appendix 2 (Onboarding Notice) of Annex 11 (Notices) of Schedule D (Specification);
Operating Expenditure	means operating costs including maintenance costs, staffing costs and utility costs;
Operational Services	means the:
	(a) Core Services;
	(b) Parachute Equipment Delivery Services;
	(c) Rapid Packing Services;
	(d) Non-Core Services;
	(e) Additional Work;

DRAFT CONTRACT C17CSAE/708156451

Term	Definition
Operational Service Commencement Date	has the meaning given to it in Clause B.5.3 (Duration) of the Contract;
P Class Spares	means permanent repairable first and second line or return to DO for repair;
Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Appendix 1 (Addresses and Other Information (DEFFORM 111) of the Contract;
Packing	means the activity of packing a parachute post use or post maintenance inspection into the designated deployment bag as per the AEDS;
Packing Notice	means the packing notice issued by the Authority in the form set out in Appendix 1 (Packing Notice / Variation Packing Notice) of Annex 11 (Notices) of Schedule D (Specification);
Packing Notice Variation	means the packing notice variation issued by the Authority in the form set out in Appendix 1 (Packing Notice / Variation Packing Notice) of Annex 11 (Notices) of Schedule D (Specification);
Parachute Equipment	means the ancillary components of a parachute including all equipment, Spares, Consumables and sundries required for the Storage, transportation, exercise, Packing and Maintenance of parachutes;
Parachute Equipment Delivery Plan	means the parachute equipment delivery plan set out at Annex 2 (Parachute Equipment Delivery Service Plan) of Schedule D (Specification);
Parachute Equipment Delivery Services	means the services set out in Section 1 (Parachute Equipment Delivery Service) of Annex 1 (Service Requirements) of Schedule D (Specification);
Parachute Equipment Delivery Services Charges	means the Charges for Parachute Equipment Delivery Services calculated in accordance with paragraph 4 (Parachute Equipment Delivery Services Charges) of Part 1 (Description of Charges), Schedule P (Charges and Payment);

SCHEDULE A (DEFINITIONS)

Term	Definition
Parachute Equipment Delivery Services Charges Payments	means payments made in respect of Charges for Parachute Equipment Delivery Services as set out in Table 3 (Parachute Equipment Delivery Services Payment Plan) of Annex 2 (Service Charges Payment Tables), Schedule P (Charges and Payment);
Parachute System	means the combined equipment consisting of a main and reserve canopy, canopy Packing, harness and integral ancillaries to classify a specific Parachute System;
Parliament	means the UK parliament;
Partial Termination	means the termination of the Contract in part;
Parties	means the parties to the Contract, being the Contractor and the Authority, and " Party " shall be construed accordingly;
Performance Band	means the level of performance of a Service against a specific Key Performance Indicator or Service Level Performance Measure, as further described in Annexes 1 (Key Performance Indicators) and 2 (KPI Alleviation) to Part B (Performance Monitoring) of Schedule N (Performance Management);
Performance Indicator (PI)	means the requirement for performing a specific Service, as set out in Annex 1 to Part A (Service Levels and Service Credits Table) of Schedule N (Performance Management);
Persistent Breach	means a breach that either continues for more than ten (10) Business Days or recurs in one or more Months within the six (6) Month period after the date of service of the Final Warning Notice;
Person	means any legal or natural person or persons;
Personal Data	has the meaning given to it under Article 4 of the UK GDPR;
Personal Data Breach	has the meaning given to it under Article 4 of the UK GDPR;
Plastic Packaging Component(s)	shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;
Point of Need	means RAF Brize Norton or any other mainland UK location as notified to the Contractor by the Authority;

Term	Definition
РРТ	means a tax called "plastic packaging tax" charged in accordance with Part 2 of the Finance Act 2021;
PPT Legislation	means the legislative provisions set out in Part 2 and Schedules 9-15 of the Finance Act 2021 together with any secondary legislation made under powers contained in Part 2 of the Finance Act 2021. This includes, but is not limited to, the Plastic Packaging Tax (Descriptions of Products) Regulations 2021 and the Plastic Packaging Tax (General) Regulations 2022;
Preferred Tenderer	means the Tenderer with the highest Most Economically Advantageous Tender score;
Primary Services	has the meaning given to it Section 1.4 (The Service) of Annex 1 (Service Requirements) of Schedule D (Specification);
Processor	has the meaning given to it under Article 4 of the UK GDPR;
Processing	has the meaning given to it under Article 4 of the UK GDPR and " process " shall have the corresponding meaning;
Prohibited Acts	has the meaning given in DEFCON 520 (Edn 10/23) Corrupt Gifts and Payments of Commission;
Pre-Qualification Questionnaire	means the pre-qualification questionnaire issued by the Authority in connection with the Contract prior to the Invitation to Negotiate;
Publication Sponsor	means the Authority representative responsible for ensuring publications are up to date and accurate;
Public Store Account (PSA)	has the meaning given to it in DEFSTAN 05-099 (Managing Government Furnished Equipment in Industry);
Publishable Performance Information	means any of the Transparency Information as it relates to a Key Performance Indicator and/or Service Level, which shall not contain any information which is exempt from disclosure which shall be determined by the Authority, and which shall not constitute Sensitive Information;

Term	Definition
Quarantine	means the intentional segregation of a Parachute System, Parachute Equipment and/or components for investigation or restriction from use, separated from any in-use systems or components to ensure no potential in-use issue to parachutists or maintainers. Quarantined items remain until specifically authorised for release by the Authority;
Quarterly Contract Progress Report	means the quarterly Contract progress report set out in Schedule G (Contractor Deliverables);
Rapid Packing Services	means the services set out in Section 2 (Rapid Packing Service) of Annex 1 (Service Requirements) of Schedule D (Specification);
Rapid Packing Services Charges	means the Charges for Rapid Packing Services calculated in accordance with paragraph 5 (Rapid Packing Services Charges) of Part 1 (Description of Charges), Schedule P (Charges and Payment);
Rapid Packing Services Charges Payments	means payments made in respect of Charges for Rapid Packing Services as set out in Table 4 (Rapid Packing Services Payment Plan) of Annex 2 (Service Charges Payment Tables), Schedule P (Charges and Payment);
Record of Life	means record of all equipment issuing, usage and calendar life to in accordance with the Authority Integrity Management and living policy;
Recovery of Service	means transportation of Parachute Systems and Parachute Equipment from the nominated Point of Need location to the Contractor packing and maintenance location;
Rectification Plan	means a plan to address the impact of, and prevent the reoccurrence of, a Default;
Regulations	means the Defence and Security Public Contracts Regulations 2011;
Regulator	means the Military Aviation Authority;
Regulatory Compliance Matrix	means the approved standards that the Contractor must comply with as set out at Annex 6 (Regulatory Compliance Matrix) of Schedule D (Specification);

SCHEDULE A (DEFINITIONS)

Term	Definition
Reimbursable Expenses	means the following:
	 (a) general material expenses necessarily incurred in the performance of the Additional Work; or
	(b) reasonable out of pocket travel and subsistence (for example, hotel and food) expenses, properly and necessarily incurred in the performance of the Additional Work, calculated at the rates and in accordance with the Authority's expenses policy current from time to time, but not including:
	 (i) travel expenses incurred as a result of Contractor Personnel travelling to and from their usual place of work, or to and from the premises or locations at which the Services are principally to be performed, unless the Authority otherwise agrees in advance in writing; and
	 (ii) subsistence expenses incurred by the Contractor's Personnel whilst performing the Services at their usual place of work, or to and from the premises or locations at which the Services are principally to be performed;
Replacement Contractor	means any third-party service provider of Replacement Services appointed by the Authority from time to time (or where the Authority is providing Replacement Services for its own account, the Authority);
Replacement Services	means any services which are the same as, or substantially similar to, any of the Services and which the Authority receives in substitution for any of the Services following the expiry or termination of the Contract, whether those services are provided by the Authority internally and/or by any third party;
Request For Information	means a request for information under the FOIA or the EIRs;
Required Action	has the meaning given in Clause I.3.3 (Step-In Rights) of the Contract;
Required Insurances	has the meaning given in Clause H.5.1 (Insurance) of the Contract;

Term	Definition
Results	has the meaning given to it in DEFCON 703 (Edn 06/21) Intellectual Property Rights – Vesting in the Authority;
Return Serviceability Action Plan	means the plan for returning a segregated parachute to service as provided in SR 3.73 in Annex 1 (Service Requirements) of Schedule D (Specification);
Return Serviceability Action Plan	means the log of all segregated parachutes that forms part of the Contract Quarterly Status Report as provided in SR 3.73 in Annex 1 (Service Requirements) of Schedule D (Specification);
Routine Technical Instructions (RTI)	means a Special Instruction (Technical) to be completed urgently as further provided in SR 3.29 of Annex 1 (Service Requirements) of Schedule D (Specification);
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);
Scrap	means part of disposal process to ensure Parachute Equipment designated unfit for further use is correctly destroyed to prevent any unauthorised recycling, normally mutilated beyond recovery;
Security	means protection against unauthorised personnel gaining access to or tampering with stored Parachute Equipment. This also applies to the protection of Authority provided information such as AEDS and Inventory records;
Security Requirements	means the security requirements set out in the Contract, including those set out in DEFCON 660 (Edn 12/15) Official- Sensitive Security Requirements;
Sensitive Information	means the information listed in the Schedule U (Sensitive Information);
Serviceable	means technical equipment that is fit for immediate use and capable of performing its designed function, and "Serviceability" shall be construed accordingly;

SCHEDULE A (DEFINITIONS)

Term	Definition
Service Credit(s)	means the amount that the Contractor shall credit or pay to the Authority in the event of a failure by the Contractor to meet the agreed Service Levels as set out in Schedule N (Performance Management);
Service Credit Cap	means in relation to a Service Period, 20% of the Charges due for that Service Period;
Service Inquiry	means an Authority-led investigation into a reported Incident or Accident;
Service Level	means the levels listed in Annex 1 to Part A of Schedule N (Performance Management);
Service Level Failure	means a failure to meet the Service Level Performance Measure in respect of a Service Level;
Service Level Performance Measure	means the measure as set out against the relevant Service Level in Annex 1 to Part A (Service Levels and Service Credits Table) of Schedule N (Performance Management);
Service Period	means a calendar quarter commencing from the Effective Date;
Service Requirement	means the need of the Authority in regard to the Services;
Service Transfer Notice	means the service transfer notice issued by the Authority in the form set out in Appendix 4 (Service Transfer Notice) of Annex 11 (Notices) of Schedule D (Specification);
Services	means the services to be provided by the Contractor pursuant to the Contract comprising of:
	(a) the Transition Services;
	(b) the Core Services;
	(c) the Parachute Equipment Delivery Services;
	(d) the Rapid Packing Services;
	(e) the Non-Core Services;
	(f) the Additional Work.

DRAFT CONTRACT C17CSAE/708156451

Term	Definition
Site(s)	means any premises from which the Services are provided in connection with the Contract or from which the Contractor or any relevant Sub-Contractor manages, organises, or otherwise directs the provision or the use of the Services, and/or any sites from which the Contractor or any relevant Sub-Contractor generates, processes, stores or transmits MOD Identifiable Information in relation to the Contract;
Spares	means the spares listed in Annex 1 (Government Furnished Assets (GFA) List) to Schedule F (Assets) and relevant Parachute System Digital Air Publications (DAP) listed in Annex 8 (AFE Authority Parachute System) and Annex 9 (ADE Authority Parachute System) of Schedule D (Specification);
Spares and Consumables Proposal	has the meaning given in Clause B.13.3 of the Contract;
Special Instruction (Technical) (SI(T))	means instructions, issued by, or on behalf of, the Authority to undertake a work package to identify, monitor, repair or prevent an occurrence or reoccurrence of a potential fault, which may be either routine (Routine Technical Instruction) or urgent (Urgent Technical Instruction);
Specific Change in Law	means any Change in Law in the United Kingdom or location of the Point of Need which specifically refers to the provision of services the same as, or similar to, the Services or to the holding of shares in companies whose main business is providing services the same as or similar to the Services;
Specification	means the specification set out in Schedule D (Specification);
Standard Repair	 means any unscheduled repair activity required to make a parachute Serviceable, defined in terms of the number of hours needed to make such repair, as follows: (a) AFE – up to 3 hours; (b) ADE Category 1 – up to 3 hours; (c) ADE Category 2 – up to 5 hours;

DRAFT CONTRACT C17CSAE/708156451

Term	Definition
Standard Repair Charges	means the Charges for Standard Repairs calculated in accordance with paragraph 7 (Standard Repair Charges) of Part 1 (Description of Charges), Schedule P (Charges and Payment);
Standard Repair Charges Payments	means payments made in respect of Charges for Standard Repairs as set out in Table 5 (Standard Repairs Charges Payment Plan) of Annex 2 (Service Charges Payment Tables), Schedule P (Charges & Payment);
Standards	means Defence Standards, AQAPs, RAs and any other standard that the Authority notifies the Contractor of and requires compliance with from time to time;
Step-In Notice	has the meaning given in Clause I.3.2 (Step-In Rights) of the Contract;
Step-Out Plan	has the meaning given in Clause I.3.6 (Step-In Rights) of the Contract;
Storage	means the security including during transportation and location of Authority owned Parachute Equipment within the required conditions IAW AEDS. The application of restrictions in all security and implications on Parachute Equipment usage directly related to the storage conditions;
Sub-Contract	means any contract or agreement (or proposed contract or agreement) between the Contractor (or a Sub-Contractor) and any third party whereby that third party agrees to provide to the Contractor (or the Sub-Contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof;
Sub-Contractor	means any sub-contractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Services wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract;
Supervisor	means a qualified person approved to counter-sign maintenance and packing activities undertaken by an employee;

Term	Definition
Supplier Cyber Protection Service	means the tool incorporating the CSM Risk Assessment Process and CSM Contractor Assurance Questionnaire;
Supporting Documentation	means sufficient information in writing to enable the Authority reasonably to assess whether the Charges, Reimbursable Expenses and other sums due from the Authority detailed in the information are properly payable, including copies of any applicable invoices and/or receipts;
Temporary Authority Site(s)	means an Authority Premises within 200 miles of the Contractor's Site(s) designated by the Authority as an alternative site or facility;
Term	means the period commencing on the Effective Date and ending on the End Date;
Termination Notice	means 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 Contract (or any part thereof) on a specified date and setting out the grounds for termination;
Third Party IPR	means IPR owned by a third party;
TIS	means technical Information to direct maintenance work activities as published within the AEDS;
Transition Period	means the period from and including the Effective Date up to and including the day prior to the Operational Service Commencement Date;
Transition Plan Review Meetings	means the Transition Plan Review Meeting required to take place in accordance with Annex 1 (Terms of References for Contract Management Meetings) of Schedule O (Contract Management);
Transition Services	means the services to be provided by the Contractor to the Authority during the Transition Period, as set out in the Final Transition Plan;
Transition Services Charges	means the Charges for Transition Services calculated in accordance with paragraph 2 (Transition Services Charges) of Part 1 (Description of Charges), Schedule P (Charges and Payment);

Term	Definition
Transition Services Charges Payments	means payments made in respect of Charges for Transition Services as set out in Table 1 of Annex 2 (Service Charges Payment Tables), Schedule P (Charges and Payment);
Transparency Information	means the content of the Contract in its entirety, including agreed changes to the Contract, except for (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA or the EIRs, which shall be determined by the Authority, and (ii) any Sensitive Information;
UK GDPR	means the General Data Protection Regulation (Regulation (EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019;
Unique Identifiers	means has the meaning given to it in DEFCON 5J (Edn 18/11/16) (Unique Identifiers);
Unsatisfactory Feature Report (UFR)	means the method used to capture unsatisfactory technical Information amendment requirements;
Unscheduled	means an activity that was not expected within the anticipated usage/storage of a Parachute System or Parachute Equipment requiring further activity;
Unavailable	means an unpacked Parachute System or Parachute Equipment which is awaiting triage;
Unserviceable	means a Parachute System or Parachute Equipment in need of Maintenance or repair prior to being packed and declared Serviceable;
Urgent Technical Instructions (UTI)	means a Special Instruction (Technical) to be completed urgently as further provided in SR 3.23 of Annex 1 (Service Requirements) in Schedule D (Specification);
Usable	means system and/or components are classified in a serviceable and ready to be issued condition;
Verification Period	means the period from (and including) the Effective Date to (and including) 20 Business Days from the Effective Date;

SCHEDULE A (DEFINITIONS)

DRAFT CONTRACT C17CSAE/708156451

Term	Definition
Warning Notice	has the meaning given in Clause J.2.3 (Persistent Breach) of the Contract;
Wash(ing) Services	means the process of decontaminating any parachute material exposed to salt water or other contaminants as advised by the Authority.

DRAFT CONTRACT C17CSAE/708156451

PART B - ACRONYMS

In the Contract the following acronyms shall have the following meanings:

Acronym	Meaning
AAD	Automatic Activation Device
ABD	Airborne Delivery
ADE	Aerial Delivery Equipment
AE	Airborne Equipment
AEDS	Airborne Equipment Document Set
AFE	Airborne Forces Equipment
AFEOTI	Airborne Forces Equipment Occurrence Technical Incident
AMC	Acceptable Means of Compliance
AML	Aircraft Materials Limited
AMM	Accountable Manager Maintenance
AAMC	Alternative Acceptable Means of Compliance
AMO	Approved Maintenance Organisation
AP	Air Publication
AQAP	Allied Quality Assurance Publications
ASIMS	Air Safety Information Management System
BIM	Before Issue Maintenance
BER	Beyond Economical Repair
C17CSAE DT	C17 Combat Support and Airborne Equipment Delivery Team
CSPEP	Carrying Straps Personal Equipment Parachutist
CSV	Comma Separated Values
CYPRES	Cybernetic Parachute Release System

SCHEDULE A (DEFINITIONS)

DRAFT CONTRACT C17CSAE/708156451

Acronym	Meaning
DAP	Digital Air Publication
DASOR	Defence Air Safety Occurrence Report
DEF STAN	Defence Standards
DE&S	Defence Equipment & Support
DLOD	Defence Lines of Development
DO	Design Organisation
DOTAS	Disclosure of Tax Avoidance Schemes
DP	Decision Point
DT	Delivery Team
DZ	Drop Zone
DZSO	Drop Zone Safety Officer
EIS	Engineering Information System
FAA	Federal Aviation Authority
FOC	Full Operational Capability
GFE	Government Furnished Equipment
HAPES	High Altitude Parachute Equipment Straps
HFI	Human Factors Integration
HUPRA	Hung-Up Parachutist Release Assembly
IAW	in accordance with
ICD	Interface Control Document
ID	Identification
IOC	Initial Operating Capability
ISM Code	The International Safety Management Code

SCHEDULE A (DEFINITIONS)

DRAFT CONTRACT C17CSAE/708156451

Acronym	Meaning
ITN	Invitation To Negotiate
JAMES	Joint Asset Management Engineering System
JSP	Joint Service Publication
KPI	Key Performance Indicator
KSR	Key System Requirements
LAF	Lead Assault Force
LIS	Logistic Information System
LLP	Low Level Parachute
LLRP	Low Level Reserve Parachute
LoAA	Letter of Airworthiness Authority
LPS	Lightweight Parachute System
LPS (SO)	Lightweight Parachute System (Student Only)
MAA	Military Aviation Authority
MAOS	Maintenance Approved Organization Scheme
MJDI	Management of the Joint Deployed Inventory
MMS	Multi-Mission System
MOD	Ministry of Defence
MODNET	Ministry of Defence Network
МОР	Measure of Performance
MRP	Military Regulatory Publications
МТТВ	Military Tandem Tethered Bundle
NS	National Standby
OEM	Original Equipment Manufacturer

SCHEDULE A (DEFINITIONS)

DRAFT CONTRACT C17CSAE/708156451

Acronym	Meaning
PQQ	Pre-Qualification Questionnaire
QA	Quality Assurance
QMS	Quality Management System
RA	Regulatory Article
RTI	Routine Technical Instruction
SLO	Service Liaison Officer
SMS	Safety Management System
SQEP	Suitably Qualified Experienced Personnel
SR	Service Requirement
SRO	Senior Responsible Owner
TAA	Type Airworthiness Authority
TDOL	Technical Documents On-Line
TTLS	Technical Through Life Support
TV	Terminal Velocity
URD	User Requirement Document
UTI	Urgent Technical Instruction