### **MCF2 Definitions**

Annex 1 below includes definitions for the proposed Charges Schedule, whereby capitalised words used in the Charges Schedule but not defined there shall have the meanings given in Call Off Schedule 1 (*Definitions*) of the MCF2 Call Off Terms and Call Off Schedule 2 (Services). To save cross-referring to definitions in other documents please see a list replicated below:

**Call Off Schedule 1 (*Definitions*) of the MCF2 Call Off Terms:**

“**Achieve**" means in respect of a Milestone, to successfully complete it to the Customer’s satisfaction, and "Achieved", “Achieving” and "Achievement" shall be construed accordingly;

"**Charges**" means the charges raised under or in connection with this Call Off Contract from time to time, which shall be calculated in a manner that is consistent with the Charging Structure;

"**Delay**" means: a) a delay in the Achievement of a Milestone by its Milestone Date; or b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Project Plan;

"**Delay Payment**s" means the amounts payable by the Supplier to the Customer in respect of a delay in respect of a Milestone as specified in the Project Plan;

“**Delay Period Limi**t” shall be the number of days specified in Call Off Schedule 4 (Project Plan) for the purposes of Clause 6.4.1(b)(ii);

"**Deliverable**" means an item or feature in the supply of the Services delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Project Plan (if any) or at any other stage;

"**Project Plan**" means the plan set out in the Call Off Schedule 4 (Project Plan);

"**Milestone**" means an event or task described in the Project Plan which, if applicable, must be completed by the relevant Milestone Date;

 "**Milestone Date**" means the target date set out against the relevant Milestone in the Project Plan by which the Milestone must be Achieved;

 "**Milestone Payment**" means a payment identified in the Project Plan to be made in respect of Achievement of the relevant Milestone;

**Statement of Requirement Definitions:**

**“Asset Owner”** means statutory utility providers (gas, electricity, clean water, sewage, telecommunications and district energy networks) Local, Highways and Planning Authorities, and pipeline operators;

“**Build Phase**” means the phase of the programme that includes the delivery of the Regional MVP and the National Rollout, and it covers the duration of this requirement/contract;

“**Data Distribution Agreement or DDA**” means a data sharing agreement between the Customer and each Asset Owner allowing the storage, processing and publication of data for defined purposes;

“**Data Exploration Agreement**” means an agreement signed between the Supplier and the Asset Owner that allows the Supplier to access and store the Asset Owner’s data for exploration and mapping purposes solely in connection with the Supplier’s performance of its obligations, but not publication;

“**MVP Phase**” means the phase when the Regional MVP production platform will be built. This is the part of the Build Phase;

“**National Rollout**” means the phase when the Regional MVP production platform will be scaled-up to a national level (the eleven regions specified in paragraph 5.4) and at its end will be fully operational. This is part of the Build Phase;

“**Product Backlog**” means the product backlog as presented in Appendix K - Product backlog/user stories;

“**Product Owner**” means the sole person responsible for managing the Product Backlog and signing off functionality as complete;

“**Programme Board**” means the NUAR programme board;

“**Region**” means a region for the purposes of the Regional MVP;

“**Regional MVP**” means the MVP for the regions of London, the North East of England and Wales;

“**Sprint**” means a time-boxed iteration of a continuous development cycle, recommended to be three weeks long;

##

### **Annex 1**

### **Call Off Contract Charges**

1. **Definitions**

In this Call Off Contract Charges Schedule, the capitalised terms used, unless expressly defined therein, shall have the meanings given in Call Off Schedule 1 (Definitions) and Call Off Schedule 2 (Services) of the MCF2 Call Off Terms.

In addition, for the purposes of this Call Off Contract Charges Schedule, the following Capitalised terms shall be used:

“**Incurred Costs**” shall be a Cost, as defined in the MCF2 Call Off Terms, where the resource or asset has been consumed or otherwise utilised by the Supplier and an expense is recorded.

**“Milestone Achievement Certificate”** means the certificate to be granted by the Customer when the Supplier has Achieved a MVP Data Transformation and Ingestion Milestone or National Transformation and Ingestion Milestone;

 “**MVP**” means Minimum Viable Product;

“**MVP Data Transformation and Ingestion Milestones**” means the milestones detailed in the paragraph 3 of this Call Off Contract Charges Schedule;

“**MVP Data Transformation and Ingestion Charge**” means the fixed price for providing the MVP Data Transformation and Ingestion Milestones as specified in paragraph 3 of this Call Off Contract Charges Schedule;

“**MVP Sprints**” means the sprints provided for in the Statement of Requirements that comprise development of the MVP;

“**National Sprints”** means the sprints provided for in the Statement of Requirements that comprise the National Rollout;

“**National Transformation and Ingestion Milestone**” means the Milestones detailed in paragraph 7 of this Call Off Contract Charges Schedule;

“**National Data Transformation and Ingestion Charge”** means the fixed price for providing the MVP Data Transformation and Ingestion Milestones as specified in paragraph 7 of this Call Off Contract Charges Schedule;

**Annex 1a – Contract Charges**

For the avoidance of doubt, the total contract value shall not exceed £22,999,578.31 (excluding VAT). The rates submitted in the information below shall remain firm for the duration of the contract.

**Evaluation Summary**REDACTED TEXT

**Asset Owner Engagement**

REDACTED TEXT

**Data Transformation & Ingestion**

REDACTED TEXT

**Development and User XP**

REDACTED TEXT

**National Rollout**

REDACTED TEXT