

## SCHEDULE 1

### Definitions

#### Part A Definitions

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

<b>"Accounting Reference Date"</b>	means in each year the date to which the Contractor prepares its annual audited financial statements;
<b>"Adjudicator"</b>	has the meaning given in paragraph 4.1 of Schedule 30 (Dispute Resolution Procedure);
<b>"Adjudicator Notice"</b>	has the meaning given in paragraph 4.2(a) of Schedule 30 (Dispute Resolution Procedure);
<b>"Additional Services"</b>	additional Services required by the Authority from time to time and provided by the Contractor in accordance with Clause 7 (Additional Services), which may be One-Off Additional Services or Enduring Additional Services;
<b>"Admission Agreement"</b>	means as described in Part 3 of Schedule 22 (Staff Transfer);
<b>"Affected Party"</b>	the Party seeking to claim relief in respect of a Force Majeure Event;
<b>"Affected Services"</b>	those services described as such in the Memorandum of Understanding;
<b>"Affected Vessels"</b>	the Vessels identified as such in the Memorandum of Understanding;
<b>"Affiliate"</b>	in relation to any person, any Holding Company or Subsidiary of that person or any subsidiary of such holding company, and <b>"Holding Company"</b> and <b>"Subsidiary"</b> shall have the meaning given to them in Section 1159 of the Companies Act 2006, save that for the purposes of determining whether one entity is an Affiliate of another any transfer of shares by way of security or to a nominee of the transferor shall be disregarded;

"Ancillary Documents"	those documents set out in Schedule 16 (Project and Ancillary Documents);
"Annual Financial Report"	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);
"Anti-Malicious Software"	means software that scans for and identifies possible Malicious Software in the IT Environment;
"Arbitrator"	has the meaning given in paragraph 5.1 of Schedule 30 (Dispute Resolution Procedure);
"Article"	means part or the whole of any article which the Contractor is required under the Contract to supply or in connection with which they are required under the Contract to carry out any service and any other article or part thereof to the same design as that article or any Modification of that design;
"Assets"	means:  (a) the Government Furnished Equipment; and (b) Test and Trials Equipment;
"Associates"	means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;
"Associated Company"	<p>in respect of any company (for the purpose of this definition only, such company being the "<b>Identified Company</b>"):</p> <ul style="list-style-type: none"> <li>(a) a company which is a subsidiary or a holding company of the Identified Company, and</li> <li>(b) any company which is a subsidiary of the ultimate holding company of that Identified Company; and</li> <li>(c) where the Contractor is the Identified Company, an Associated Company of the Contractor shall also include: <ul style="list-style-type: none"> <li>i. each of the Shareholders; and</li> <li>ii. each Associated Company of each Shareholder,</li> </ul> </li> </ul> <p>and holding company and subsidiary shall have the meaning given to them in section 1159 of the Companies Act 2006, save that for the purposes of determining whether one entity is an Associated</p>

	Company of another any transfer of shares by way of security or to a nominee of the transferor shall be disregarded;
<b>"Assurance"</b>	means written confirmation from a Relevant Authority to the Contractor that the CRP Information is approved by the Relevant Authority;
<b>"Audit Agents"</b>	means: <ul style="list-style-type: none"> <li>(a) the Authority's internal and external auditors;</li> <li>(b) the Authority's statutory or regulatory auditors;</li> <li>(c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</li> <li>(d) HM Treasury or the Cabinet Office;</li> <li>(e) any party formally appointed by the Authority to carry out audit or similar review functions; and</li> <li>(f) successors or assigns of any of the above;</li> </ul>
<b>"Auditors"</b>	has the meaning given in Clause 37.11 (Cyber);
<b>"Authority Data"</b>	any Data issued by the Authority or belonging to the Authority, and/or any Disclosed Data, and/or any Authority IPRs;
<b>"Authority Dependency"</b>	means those dependencies listed in Schedule 27 (Authority Dependencies);
<b>"Authority Premises"</b>	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);
<b>"Authority Related Party"</b>	<ul style="list-style-type: none"> <li>(a) an officer, agent or employee of the Authority or member of the armed forces in each case acting in the course of his office or employment; or</li> <li>(b) any person visiting any Vessel or Authority Premises at the express invitation of the Authority,</li> </ul> <p>but excluding in each case the Contractor and all Contractor Related Parties;</p>
<b>"Authority Representative"</b>	the representative appointed by the Authority pursuant to Clause 26.4 (Representatives);

<b>"Authority Vessel"</b>	each of the Vessels set out in Schedule 11 (Vessels);
<b>"Background IPR"</b>	<p>Intellectual Property Rights Controlled by a party and:</p> <ul style="list-style-type: none"> <li>(a) existing as at the Effective Date; or</li> <li>(b) created during the Contract Term other than directly in accordance with the performance of work under this Contract,</li> </ul> <p>in each case to the extent set out in the IPR Register;</p>
<b>"Base Date"</b>	1 April 2025;
<b>"Baseline"</b>	has the meaning given to it in Schedule 4 (Payment Performance and Incentivisation Mechanism);
<b>"Baseline Financial Model"</b>	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);
<b>"Baseline Financial Report"</b>	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);
<b>"Baseline Operational Model"</b>	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);
<b>"Baseline Personnel Security Standard" or "BPSS"</b>	shall be as described in Schedule 8 (Security and Information Management);
<b>"Bid Financial Model"</b>	the financial model prepared by the Contractor as part of its final tender response submitted in response to the Invitation to Negotiate for this Contract, and prepared in accordance with the requirements of, and instructions set out in, such Invitation to Negotiate;
<b>"Bid Operational Model"</b>	the operational model prepared by the Contractor as part of its final tender response submitted in response to the Invitation to Negotiate for this Contract, and prepared in accordance with the requirements of, and instructions set out in, such Invitation to Negotiate;
<b>"Breach of Security"</b>	<p>an event that results, or could result, in:</p> <ul style="list-style-type: none"> <li>(a) any unauthorised access to or use of the Authority Data, the Services and/or the Contractor System; and/or</li> </ul>

	(b) the loss, corruption and/or unauthorised disclosure of any information or data (including the Confidential Information and the Authority Data), including any copies of such information or data, used by the Authority and/or the Contractor in connection with this Contract;
<b>"Business Continuity Plan"</b>	the Contractor's business continuity plan as set out in Schedule 3 (Service Delivery Plan);
<b>"Business Day"</b>	any day excluding: <ul style="list-style-type: none"> <li>(a) Saturdays, Sundays and public and statutory holidays in the United Kingdom; and</li> <li>(b) such other periods of closure of any of the Authority Premises notified to the Contractor in writing by the Authority Representative at least two weeks in advance;</li> </ul>
<b>"Business Day (BUTEC) - Extended Day"</b>	comprises a 14-hour period including 30 minutes before sailing and 30 minutes after returning to the intended overnight berth, subject to a minimum of 36 hours' notice to the Contractor, and followed by a 10-hour rest period to be taken by Contractor crews such that a maximum of 14 hours is worked in a 24-hour period;
<b>"Business Day (BUTEC) - Standard Day"</b>	corresponds to the normal BUTEC working day of 8.5 hours (Monday – Thursday 0830 to 1700) and 8 hours (Friday 0830 to 1630) or as modified by the Authority subject to its using best endeavours to give a minimum of 36 hours' notice;
<b>"BUTEC Representative"</b>	shall have the meaning ascribed to it in paragraph 6 of Schedule 2 (Statement of Requirement);
<b>"Cabinet Office Markets and Suppliers Team"</b>	means the UK Government's team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;
<b>"Capital Expenditure"</b>	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;
<b>"CEDR"</b>	means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;
<b>"Central Government Body"</b>	a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification

	<p>Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> <li>(a) Government Department;</li> <li>(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li> <li>(c) Non-Ministerial Department; or</li> <li>(d) Executive Agency;</li> </ul>
<b>"Certificate of Costs"</b>	a certificate of costs signed by the Contractor's Chief Financial Officer or Director of Finance (or equivalent as agreed in writing by the Authority in advance of issue of the relevant certificate);
<b>"Certification Requirements"</b>	means the information security requirements set out in paragraph 6 of Schedule 8 (Security and Information Management);
<b>"Change"</b>	<p>any change to this Contract, including but not limited to:</p> <ul style="list-style-type: none"> <li>(a) administrative changes (including minor changes to the way in which the Contractor delivers the Services which require an amendment to the Service Delivery Plan);</li> <li>(b) One-Off Additional Services;</li> <li>(c) Enduring Additional Services;</li> <li>(d) operational changes (including changes to the frequency and/or volume of aspects of the Services, and updates to Schedule 2 (Statement of Requirement));</li> <li>(e) strategic changes (including changes to accommodate a change in defence policy or national security requirements);</li> <li>(f) any amendment or alteration to the extent of any of the Contractor's obligations relating to the Services;</li> <li>(g) a Specific Change in Law; and/or</li> <li>(h) Partial Termination of the Contract;</li> </ul>
<b>"Change Communication"</b>	any Change Request, Change Proposal or other communication sent or required to be sent pursuant to Schedule 19 (Change Control Procedure) in respect of a Change;

<b>"Change Control Log"</b>	<p>a log, to be updated and maintained by the Contractor on the Shared Data Environment, containing:</p> <p>(a) the list of all Changes made to the Contract in accordance with the Change Control Procedure, and summary of the updates made to the Contract (including any updates to the Charges) as a result of such Change;</p> <p>(b) details of all changes that were proposed (by either Party) but not agreed, and the reasons why such changes were not pursued,</p> <p>and including links to the relevant documents relating to (a) and (b) above;</p>
<b>"Change Control Procedure"</b>	the change procedure set out in Clause 28 (Change) and Schedule 19 (Change Control Procedure);
<b>"Change Form"</b>	the form in Annex A to Schedule 19 (Change Control Procedure);
<b>"Change in Law"</b>	any change in Law which impacts on the performance of the Services which comes into force after the Tender Date;
<b>"Change of Control"</b>	shall have the meaning given to it in the definition of "Control";
<b>"Change Proposal"</b>	the Contractor's written response to a Change Request, substantially in the form of Part B of the Change Form and supplemented by Part C of the Change Form (as applicable), completed in accordance with paragraph 3 of Schedule 19 (Change Control Procedure);
<b>"Change Request"</b>	a written request for a Change, substantially in the form of Part A of the Change Form, completed in accordance with paragraph 2 of Schedule 19 (Change Control Procedure);
<b>"Charges"</b>	the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 4 (Payment, Performance and Incentivisation Mechanism);
<b>"Charter Period"</b>	shall have the meaning given to it in Schedule 10 (Bareboat Charter Agreement);
<b>"CHECK Service Provider"</b>	means a company which has been certified by the National Cyber Security Centre, holds "Green Light" status and is authorised to

	provide the IT Health Check services required by paragraph 7.1 of Schedule 8 (Security and Information Management);
<b>"Child Labour Legislation"</b>	shall have the meaning given to it in Clause 61.7 (Compliance);
<b>"Class 1 Transaction"</b>	has the meaning set out in the listing rules issued by the UK Listing Authority;
<b>"Codes of Practice"</b>	a document or documents developed by the Contractor and approved by the Authority which provides detailed guidance on how the Contractor will comply with the Defence Maritime Regulations in order to deliver the Affected Services;
<b>"Commercially-available Off-The-Shelf Item"</b>	an item that is freely available on the open market to any entity, notwithstanding any export controls, security or other regulatory restrictions at the time of Contractor notification under Clause 35.21, and is supplied with sufficient technical information and/or data to enable it to be installed, operated and replaced without reference to the Contractor or any Sub-Contractor.
<b>"Compensation Event"</b>	means:  <ul style="list-style-type: none"> <li>(a) a failure by the Authority to meet an Authority Dependency; or</li> <li>(b) in respect of an Authority Vessel, where a Vessel Defect is identified and evidenced by the Contractor during the first three (3) months following the Service Commencement Date;</li> </ul>
<b>"Condition Failure"</b>	has the meaning given in Clause 4.4 (Conditions Precedent);
<b>"Conditions Precedent"</b>	has the meaning given in Clause 4.2 Conditions Precedent);
<b>"Conflict of Interest"</b>	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;
<b>"Continuous Improvement Plan"</b>	the continuous improvement plan set out in Schedule 3 (Service Delivery Plan);
<b>"Contract"</b>	the terms and conditions of this Contract together with its schedules;

<b>"Contract Term"</b>	the period commencing on the Effective Date and, subject to either Party exercising its rights to terminate this Contract prior to the Expiry Date, ending on the Expiry Date;
<b>"Contract Year"</b>	means:  (a) with respect to the initial Contract Year, the period beginning on the Service Commencement Date and ending at midnight on the next occurrence of 31 March; and (b) for each successive Contract Year, a period of twelve (12) months commencing on April 1 and ending on following March 31, except that the final Contract Year shall end on the date of expiry of the Contract Term or on termination of this Contract whichever is earlier;
<b>"Contract, Purchasing and Finance"</b>	the Authority's mandatory electronic procurement tool;
<b>"Contractor Background IPR"</b>	the Contractor's Background IPR;
<b>"Contractor's Commercially Sensitive Information"</b>	the information listed in the Schedule 14 (Commercially Sensitive Information) to the Contract, being information notified by the Contractor to the Authority which is acknowledged by the Authority as being commercially sensitive information;
<b>"Contractor Cyber Protection Service"</b>	the tool incorporating the CSM Risk Assessment Process and CSM Contractor Assurance Questionnaire;
<b>"Contractor Group"</b>	means the Contractor, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
<b>"Contractor Personnel"</b>	all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Sub-Contractor engaged in the performance of its obligations under the Contract;
<b>"Contractor Related Party"</b>	(a) an officer, servant or agent of the Contractor or any Affiliate of the Contractor; (b) any Sub-Contractor; (c) any person on any Vessel or Authority Premises at the express or implied invitation of the Contractor (other than the Authority or any Authority Related Party (the Authority and any Authority Related Party each being an <b>"Excepted Person"</b> )); or

	(d) any officer, servant or agent of any Affiliate of the Contractor or any person (other than any Excepted Person) referred to in (b) to (d) (inclusive) above;
<b>"Contractor Representative"</b>	the representative appointed by the Contractor pursuant to Clause 26.3 (Governance, Management Information, Reports, Records and Audit);
<b>"Contractor Request"</b>	a notice served by the Contractor requesting that the Dispute be treated as a Multi-Party Dispute, setting out its grounds for that request and specifying each Related Third Party that it believes should be involved in the Multi-Party Dispute Resolution Procedure in respect of that Dispute;
<b>"Contractor System"</b>	any and all aspects of the information and communications technology system used by the Contractor or its Sub-Contractors in implementing and performing the Services and the associated information assets and systems (including organisational structure, controls, policies, practices, procedures, processes and resources);
<b>"Contractor Termination Event"</b>	the events listed in Clause 56.1 (Termination for Contractor Default);
<b>"Control"</b>	<p>power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <ul style="list-style-type: none"> <li>(a) by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or</li> <li>(b) by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor,</li> </ul> <p>and a <b>"Change of Control"</b> occurs if a person who controls the Contractor ceases to do so or if another person acquires control of the Contractor;</p>
<b>"Controlled"</b>	with respect to an Intellectual Property Right, that a party owns or has a licence or sublicense to such right and has the ability to grant a licence or sublicense to such right without incurring additional cost or payment obligations and without violating the terms of any agreement or other arrangement with any third party.
<b>"Controller"</b>	has the meaning in the Data Protection Legislation;

<b>"Corporate Change Event"</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) any Change of Control of the Contractor or a Parent Undertaking of the Contractor;</li> <li>(b) any Change of Control of any member of the Contractor Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services;</li> <li>(c) any change to the business of the Contractor or any member of the Contractor Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the Services;</li> <li>(d) a Class 1 Transaction taking place in relation to the shares of the Contractor or any Parent Undertaking of the Contractor whose shares are listed on the main market of the London Stock Exchange plc;</li> <li>(e) an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Contractor or any Parent Undertaking of the Contractor;</li> <li>(f) payment of dividends by the Contractor or the ultimate Parent Undertaking of the Contractor Group exceeding 25% of the Net Asset Value of the Contractor or the ultimate Parent Undertaking of the Contractor Group respectively in any 12 month period;</li> <li>(g) an order is made or an effective resolution is passed for the winding up of any member of the Contractor Group;</li> <li>(h) any member of the Contractor Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Contractor Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Contractor Group;</li> <li>(i) the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Contractor Group; and/or</li> <li>(j) any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Contractor Group in a jurisdiction outside England and Wales;</li> </ul>
<b>"Corporate Change Event Grace Period"</b>	<p>means a grace period agreed to by the Relevant Authority for providing CRP Information and/or updates to Service Continuity Plan after a Corporate Change Event;</p>

<b>"Corporate Resolution Planning Information" or "CRP Information"</b>	the information the Contractor is required to provide pursuant to paragraph 2 of Part B: Corporate Resolution Planning;
<b>"Corporate Resolvability Assessment (Structural Review)"</b>	means part of the CRP Information relating to the Contractor Group to be provided by the Contractor in accordance with paragraph 2 and Annex 2: Corporate Resolvability Assessment (Structural Review) of Schedule 29 (Service Continuity);
<b>"CREST Service Provider"</b>	means a company with a SOC Accreditation from CREST International;
<b>"Critical National Infrastructure" or "CNI"</b>	<p>means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:</p> <ul style="list-style-type: none"> <li>(a) major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or</li> <li>(b) significant impact on the national security, national defence, or the functioning of the UK;</li> </ul>
<b>"Critical Service Contract"</b>	means the overall status of the Services provided under this Contract as determined by the Authority and specified in Part B to Schedule 29 (Service Continuity);
<b>"CSM Contractor Assurance Questionnaire"</b>	the Contractor assessment questionnaire which forms part of the Cyber Security Model and is to be used by the Contractor to demonstrate compliance with Clause 37 (Cyber);
<b>"CSM Risk Assessment Process"</b>	the risk assessment process which forms part of the Cyber Security Model and is used to measure the Cyber Risk Level for this Contract and any Sub-Contract;
<b>"Customer Compliance Manager"</b>	the Contractor's designated HMRC customer compliance manager;
<b>"Cyber Essentials"</b>	means the Cyber Essentials certificate issued under the Cyber Essentials Scheme;

<b>"Cyber Essentials Plus"</b>	means the Cyber Essentials Plus certificate issued under the Cyber Essentials Scheme;
<b>"Cyber Essential Scheme"</b>	means the Cyber Essentials scheme operated by the National Cyber Security Centre;
<b>"Cyber Implementation Plan"</b>	the plan referred to in Clause 37.2 (Cyber);
<b>"Cyber Risk Level"</b>	the level of cyber risk relating to this Contract as 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;
<b>"Cyber Security Incident"</b>	<p>an event, act or omission which gives rise or may give rise to:</p> <ul style="list-style-type: none"> <li>(a) unauthorised access to an information system or electronic communications network on which MOD Identifiable Information resides;</li> <li>(b) disruption or change of the operation (including but not limited to takeover of control) of an information system or electronic communications network;</li> <li>(c) destruction, damage, deletion or the change of MOD Identifiable Information residing in an information system or electronic communications network;</li> <li>(d) removal or limiting the possibility to use MOD Identifiable Information residing in an information system or electronic communications network; or</li> <li>(e) the appropriation, publication, dissemination or any other use of non-public MOD Identifiable Information by persons unauthorised to do so;</li> </ul>
<b>"Cyber Security Instructions"</b>	DEFSTAN 05-138, together with any relevant ISN and specific security instructions relating to this Contract issued by the Authority to the Contractor;
<b>"Cyber Security Model"</b>	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;
<b>"Data"</b>	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;

<b>"Data Book"</b>	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);
<b>"Data Loss Event"</b>	any event that results in unauthorised access to Personal Data held by the Contractor under this Contract, and/or actual loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data Breach;
<b>"Data Protection Impact Assessment"</b>	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
<b>"Data Protection Legislation"</b>	<ul style="list-style-type: none"> <li>(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 ("<b>EU GDPR</b>");</li> <li>(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 ("<b>UK GDPR</b>");</li> <li>(c) the UK Data Protection Act 2018;</li> <li>(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; and</li> <li>(e) any further laws and statutory instruments relating to such regulations, data protection or privacy, all from time to time;</li> </ul>
<b>"Data Protection Officer"</b>	has the meaning in the Data Protection Legislation;
<b>"Data Subject"</b>	has the meaning in the Data Protection Legislation;
<b>"Data Subject Access Request"</b>	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;
<b>"Day Accommodation"</b>	means access to and use of the mess room/area, including access to facilities for making hot drinks, use of toilets and washrooms and the provision of stowage space for individual day bags (50 litres capacity per person);

<b>"Default"</b>	<p>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:</p> <p>(a) in the case of the Authority, of its employees, servants, agents; or</p> <p>(b) in the case of the Contractor, of its Sub-Contractors or any Contractor Personnel,</p> <p>in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other, provided that in no event shall a failure or delay in the delivery of an Authority Dependency be considered a Default (and the remedy, if any, for such a failure or delay shall be as expressly provided for in this Contract);</p>
<b>"Defence Maritime Regulations"</b>	the MOD maritime regulations (as updated from time to time) for health, safety and environmental protection issued by the Defence Maritime Regulator and forming the basis of MOD's regulatory framework for MOD maritime activities;
<b>"Defence Maritime Regulator"</b>	the independent regulator (part of the Defence Safety Authority), responsible for the regulation of health, safety and environmental protection in the defence maritime domain;
<b>"Defence Sourcing Portal"</b>	means the Authority's online tendering portal;
<b>"Defence Standard"</b>	a defence standard, commonly referred to as a 'DEFSTAN', which may be described more fully in Schedule 9 (Standards);
<b>"Dependent Parent Undertaking"</b>	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Contractor would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into this Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of this Contract;
<b>"Direct Agreements"</b>	means a direct agreement to be entered into by the Authority, the Contractor and a Key-Sub-Contractor in the form set out in Schedule 24 (Form of Direct Agreement)
<b>"Direct Losses"</b>	all damage, losses, liabilities, claims, actions, costs, expenses (including the cost of legal or professional services, legal costs

	being on an agent/client, client paying basis), proceedings, demands and charges whether arising under statute, contract or at common law, but excluding Indirect Losses;
<b>"Disaster"</b>	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;
<b>"Disaster Recovery Plan"</b>	the Contractor's disaster recovery plan as set out in Schedule 3 (Service Delivery Plan);
<b>"Disclosed Data"</b>	has the meaning given in Clause 2.1 (Due Diligence);
<b>"Dispute"</b>	<p>any matter which is subject to a dispute, difference or question of interpretation arising out of or in connection with this Contract, including:</p> <ul style="list-style-type: none"> <li>(a) a dispute, difference or question of interpretation relating to the Services;</li> <li>(b) a failure to agree in accordance with the Change Control Procedure; or</li> <li>(c) any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure,</li> </ul> <p>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;</p>
<b>"Dispute Notice"</b>	a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
<b>"Dispute Resolution Procedure"</b>	the procedure set out in Clause 70 (Disputes) and Schedule 30 (Dispute Resolution Procedure);
<b>"Document of Compliance"</b>	the document of the same name, issued to the Contractor in accordance with the ISM Code;
<b>"DPA"</b>	the Data Protection Act 2018;

<b>"Dynamic Pre-Qualification Questionnaire (DPQQ)"</b>	the pre-qualification questionnaire issued by the Authority in connection with the Contract prior to the ITN;
<b>"Effective Date"</b>	the later of:  <ul style="list-style-type: none"> <li>(a) the date of this Contract; and</li> <li>(b) the date on which the Conditions Precedent have been satisfied or waived in accordance with Clause 4.2 (Condition Precedent);</li> </ul>
<b>"EIRs"</b>	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;
<b>"Electronic Information"</b>	means all information generated, processed, transferred or otherwise dealt with under or in connection with this Contract, including but not limited to Data, recorded or preserved in electronic form and held on any information system or electronic communications network;
<b>"Employee"</b>	means any member of Contractor Personnel;
<b>"Employee Liabilities"</b>	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:  <ul style="list-style-type: none"> <li>(a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</li> <li>(b) unfair, wrongful or constructive dismissal compensation;</li> <li>(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;</li> <li>(d) compensation for less favourable treatment of part-time workers or fixed term employees;</li> <li>(e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;</li> <li>(f) employment claims whether in tort, contract or statute or otherwise;</li> </ul>

	(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;
<b>"Employing Sub-Contractor"</b>	shall have the meaning ascribed to it in the relevant Part (as the context requires) of Schedule 22 (Staff Transfer);
<b>"End User"</b>	means the person designated by the Authority to complete the End User Questionnaire and/or a recipient of the Services performed;
<b>"End User Questionnaire"</b>	means the questionnaire in the form set out in Appendix 4 (Form of End User Questionnaire) to Schedule 6 (Governance, Management Information, Reports, Records and Audit);
<b>"Enduring Additional Services"</b>	those Additional Services which will endure, and which result in a change to the Contract and/or the Charges;
<b>"ENG1"</b>	a certificate of medical fitness (as required by MSN 1815);
<b>"Entitled Customer"</b>	means any person or organisation identified by the Authority from time to time as an entitled customer intended to be a recipient of goods and services procured under this Contract;
<b>"Entitled Customer Contract"</b>	means any contract, arrangement or other custom and practice of any kind between the Authority and an Entitled Customer;
<b>"Entitled Vessel"</b>	any vessel owned or operated by: (a) the Authority; (b) an Entitled Customer; and/or (c) the Contractor, and notified by the Authority to the Contractor as requiring receipt of the goods or services procured under this Contract as an Entitled Customer;
<b>"Environment"</b>	means living organisms including the ecological systems of which they form part and the following media (alone or in combination) air (including without limitation air within buildings and air within other natural or man-made structures whether above or below ground), water (including without limitation under or within land or in drains or sewers and coastal or inland waters) and land (including land under water) and in the case of man includes his senses and property;

<b>"Environmental Law"</b>	any Law which has as a purpose or effect the protection and/or prevention of harm or damage, and/or the provision of remedies in respect of:  (a) Hazardous Material; (b) the environment; and/or (c) health and safety;
<b>"Estimated Change in Charges"</b>	the aggregate of any estimated increase in Capital Expenditure, Operating Expenditure and financing costs less the aggregate of any estimated reduction in Capital Expenditure, Operating Expenditure and financing costs;
<b>"Exercise Joint Warrior"</b>	a 2-week multi-national military exercise/s involving naval, air and land forces that takes place twice a year, planned and managed by JTEPS staff;
<b>"Exit Assistance Period"</b>	the period of eighteen (18) months prior to the expiry or termination of the Contract, or such other shorter period as notified to the Contractor by the Authority in writing;
<b>"Exit Information"</b>	has the meaning given in paragraph 3.1 of Schedule 21 (Exit Management);
<b>"Exit Management"</b>	services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Services from the Contractor to the Authority and/or a Replacement Contractor, as set out or referred to in Schedule 21 (Exit Management);
<b>"Exit Management Plan"</b>	the Contractor's exit management plan as set out in Schedule 3 (Service Delivery Plan);
<b>"Exit Management Services"</b>	those services set out in Appendix 1 of Schedule 21 (Exit Management);
<b>"Exit Steering Group"</b>	the group made up of an appointed representative of each Party pursuant to paragraph 2.2 of Schedule 21 (Exit Management) for managing the Parties' respective obligations under Schedule 21 (Exit Management);
<b>"Expiry Date"</b>	the date falling at the end of the period of five (5) years from and including the Service Commencement Date;

<b>“Exposure Information (Contracts List)”</b>	means part of the CRP Information relating to the Contractor Group to be provided by the Contractor in accordance with paragraph 2 and Annex 1 of Part B to Schedule 29 (Service Continuity);
<b>"Failing Guarantor"</b>	has the meaning given in Clause 5.1 (Guarantee);
<b>"Fast-Track Change"</b>	any Change which the Authority designates as such, which shall be expedited in accordance with paragraph 6 of Schedule 19 (Change Control Procedure);
<b>"FDE Group"</b>	the Contractor, Key Sub-contractors and the Guarantor;
<b>"Final Reconciliation Financial Report"</b>	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);
<b>"Final Warning Notice"</b>	has the meaning given in Clause 56.4 (Persistent Breach);
<b>"Financial Distress Event"</b>	the occurrence of one or more of the events listed in Schedule 25 (Financial Distress);
<b>"Financial Distress Remediation Plan"</b>	a plan setting out how the Contractor will ensure the continued performance and delivery of the Services in accordance with this Contract in the event that a Financial Distress Event occurs. This plan should include what the Authority would need to put in place to ensure performance and delivery of the Services in accordance with this Contract up to and including any Insolvency Event in respect of the relevant FDE Group entity and may refer to the Insolvency Continuity Plan in this regard;
<b>“Financial Information and Commentary”</b>	means part of the CRP Information requirements set out in accordance with paragraph 2 and Annex 3 of Part B of Schedule 29 (Service Continuity);
<b>"Financial Model"</b>	means either the Bid Financial Model, the Baseline Financial Model, the Updated Baseline Financial Model, the Monthly Financial Model and/or the Annual Financial Model, as the context requires;
<b>"Financial Reports"</b>	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);
<b>"Financial Year"</b>	1 <sup>st</sup> January to 31 <sup>st</sup> December

<b>"First-Tier Sub-Contractor"</b>	means any Sub-Contractor which has a Sub-Contract with the Contractor wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and "First-Tier Sub-Contract" shall be interpreted accordingly;
<b>"Flag State"</b>	the country of registration of a sea going vessel: As defined by the United Nations Convention on the Law of the Sea (UNCLOS);
<b>"FOIA"</b>	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;
<b>"Force Majeure Event"</b>	<p>the occurrence after the Effective Date of:</p> <ul style="list-style-type: none"> <li>(a) war, civil war, armed conflict or terrorism;</li> <li>(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 any Contractor Related Party; or</li> <li>(c) pressure waves caused by devices travelling at supersonic speeds or sonic booms;</li> <li>(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</li> <li>(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,</li> </ul> <p>which directly causes the Affected Party to be unable to comply with all or a material part of its obligations under this 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;</p>
<b>"Force Majeure Notice"</b>	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;

<b>"Foreground IPR"</b>	all Intellectual Property Rights generated in the performance of work under this Contract, including any Intellectual Property Rights in the Results;
<b>"Fuel"</b>	the fuel procured and used wholly and exclusively in connection with the provision of Services and in accordance with Clause 25 (Fuel and Utilities);
<b>"Fuel Usage Report"</b>	has the meaning given to it in Part B (Management Information) of Schedule 6 (Governance, Management Information, Reports, Records and Audit));
<b>"GDPR"</b>	General Data Protection Regulation (Regulation (EU) 2016/679);
<b>"General Change in Law"</b>	means a Change in Law which is not a Specific Change in Law;
<b>"Good Industry Practice"</b>	<p>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;</p> <p>in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgment and the making of any expenditure that would reasonably be expected from a skilled person in the same type of undertaking under the same or similar circumstances;</p>
<b>"Government Establishment"</b>	any of His Majesty's ships or vessels and service stations, as well as the Authority Premises;
<b>"Government Furnished Equipment" ("GFE")</b>	means Materiel issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority, as set out in Part A (GFE) of Schedule 12 (Assets);
<b>"Government Furnished Facilities" ("GFF")</b>	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 in accordance with Clause 32 (Contractor Personnel at Government Establishments);

<b>"Government Furnished Information" ("GFI")</b>	means information or data issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
<b>"Governance Management Plan"</b>	the Contractor's governance management plan as set out in Schedule 3 (Service Delivery Plan);
<b>"Governance Meetings"</b>	has the meaning given to it in Schedule 4 (Payment Performance and Incentivisation Mechanism);
<b>"Guarantee"</b>	the deed of guarantee in favour of the Authority entered into by the Guarantor on or about the date of this Contract (which is in the form set out in Schedule 26 (Guarantees)), or any guarantee acceptable to the Authority that replaces it from time to time;
<b>"Guarantee Criteria"</b>	the criteria which must be satisfied by a Guarantor, as set out in Clause 5.2 (Guarantee);
<b>"Guarantor"</b>	Serco Group PLC, a public limited company, incorporated under the laws of England, its principal place of business at Serco House, 16 Bartley Wood Business Park, Bartley Way, Hook, Hampshire, RG27 9UY United Kingdom, registered number 02048608.
<b>"Hazardous Material"</b>	means any substance, whether in solid, liquid, vaporous or gaseous form and whether alone or in combination with any other substance that is harmful to human health or the Environment;
<b>"Headroom"</b>	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);
<b>"Health, Safety and Environmental Protection Management Plan"</b>	the Contractor's health, safety and environmental protection management plan, as set out in Schedule 3 (Service Delivery Plan);
<b>"Health, Safety and Environmental Protection Report"</b>	the report to be delivered by the Contractor in accordance with Schedule 6 (Governance, Management Information, Reports, Records and Audit) in the form set out in Schedule 3 (Service Delivery Plan);
<b>"Health and Safety Legislation"</b>	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;

<b>"Human Resources Management Plan"</b>	the Contractor's human resources management plan as set out in Schedule 3 (Service Delivery Plan);
<b>"Incident Management Process"</b>	means the process which the Contractor shall implement immediately after it becomes aware of a Breach of Security which is intended to restore normal operations as quickly as possible, minimising any adverse impact on the Authority Data, the Authority, the Services and/or users of the Services;
<b>"Indirect Losses"</b>	means loss of profits, loss of use, loss of production, loss of business, loss of business opportunity, or any claim for consequential loss or for indirect loss of any nature (other than a claim for payment of the Charges);
<b>"Information"</b>	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 tender or negotiations which preceded the award of the Contract;
<b>"Information Security Approval Statement"</b>	<p>means a notice issued by the Authority which sets out the information risks which the Contractor has identified as being associated with using the Contractor System and confirms that:</p> <p>(a) the Authority is satisfied that the identified risks have been adequately and appropriately addressed;</p> <p>(b) the Authority has accepted the residual risks; and</p> <p>(c) the Contractor may use the Contractor System to Process Authority Data;</p>
<b>"Insolvency Continuity Plan"</b>	the Contractor's insolvency continuity plan as set out in Schedule 3 (Service Delivery Plan);
<b>"Insolvency Event"</b>	the events listed in Clause 56.2 (Insolvency Event);
<b>"Insured Amount"</b>	means the proceeds recovered by the Contractor under any of the Required Insurances, or which would have been received had the Contractor complied with its obligations pursuant to Clause 48 (Insurance) and Schedule 7 (Insurances);

<b>"Insured Risk"</b>	means the risks, events and circumstances for which the Contractor is required to maintain insurances pursuant to Clause 48 (Insurance) and Schedule 7 (Insurances);
<b>"Intellectual Property Rights"</b>	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;
<b>"Invitation to Negotiate"</b>	the invitation to negotiate issued by the Authority in connection with the Contract pursuant to the Regulations;
<b>"IT Health Check"</b>	has the meaning given in paragraph 7.1(a) of Schedule 8 (Security and Information Management);
<b>"IPR Register"</b>	means the list of Background IPR and Foreground IPR set out in Schedule 17 (Intellectual Property Rights) as updated from time to time in accordance with this Contract;
<b>"Industry Security Notice"</b>	Industry Security Notices issued by the Authority to the Contractor whether directly or by issue on the gov.uk website at: <a href="https://www.gov.uk/government/publications/industry-security-notices-isns">https://www.gov.uk/government/publications/industry-security-notices-isns</a> ;
<b>"JSyCC WARP"</b>	the Joint Security Co-ordination Centre MOD Defence Industry Warning, Advice and Reporting Point, or any successor body notified by way of ISN;
<b>"Key Performance Indicator"</b>	each or any key performance indicator set out in Schedule 4 (Payment, Performance and Incentivisation Mechanism) in accordance with which the Contractor is to provide the Services;
<b>"Key Personnel"</b>	the persons listed in Schedule 28 (Key Personnel);
<b>"Key Roles"</b>	a role described as a Key Role in Schedule 28 (Key Personnel) and any additional roles added from time to time in accordance with Clause 31 (Key Personnel);
<b>"Key Sub-Contract"</b>	each Sub-Contract with a Key Sub-Contractor;

<b>"Key Sub-Contractor"</b>	the sub-contractors listed in Schedule 23 (Key Sub-Contractors);
<b>"King's Harbour Master"</b>	the person appointed by the Authority under the Dockyard Ports Regulation Act 1865, to be the Statutory Harbour Authority for the relevant dockyard port for the purposes of controlling all harbour movements of vessels over 20 metres in length, allocating all berths within the Naval Base and, as advised by the Chief Admiralty Pilot (CAP), determining towage service configuration and numbers for all movements which are provided via the Daily Movements Signal (DMS) and confirmed in detail by the Admiralty Pilots' pre-movement briefing;
<b>"Law"</b>	any law, treaty, enactment, statute, proclamation, decree, bye-law (including, for the avoidance of doubt, any military bye-law), decision, notice, order, rule (including, without limitation, any rule of court), right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, statutory instrument or other delegated or subordinate legislation and any mandatory directions, codes of practice or guidance issued pursuant to any legislation, directives or requirements of any regulatory body with which the Contractor is bound to comply, including any and all Health and Safety Legislation applicable to the Services, but (for the avoidance of doubt) not including the Standards;
<b>"Line Item"</b>	any of the individually numbered services detailed in Schedule 2 (Statement of Requirement);
<b>"Local Performance Working Group"</b>	means the governance board described as such in Schedule 6 (Governance, Management Information, Reports, Records and Audit);
<b>"Management Information"</b>	the management information specified in Schedule 6 (Governance, Management Information, Reports, Records and Audit) to be provided by the Contractor to the Authority;
<b>"Management Information KPI"</b>	has the meaning given to it in Schedule 4 (Payment Performance and Incentivisation Mechanism);
<b>"Marine Guidance Note"</b>	marine guidance notes as published by UK MCA;

<b>"Master"</b>	the person appointed by the Contractor, or on behalf of the Contractor, to command any one of the Vessels;
<b>"Materiel"</b>	equipment (including fixed assets), stores, supplies and spares;
<b>"Maximum"</b>	has the meaning given to it in Schedule 4 (Payment Performance and Incentivisation Mechanism);
<b>"MCA"</b>	the Maritime and Coastguard Agency of the United Kingdom;
<b>"Memorandum of Understanding"</b>	the Memorandum of Understanding between the Authority and the MCA on Operation and Coordination of the Safety Management of Ministry of Defence shipping on non-commercial service and, cooperation regarding the management of the Defence Shipping Register and Maritime Autonomy and, cooperation regarding MOD application of the Port Marine Safety Code (PMSC) & Vessel Traffic Services;
<b>"Merchant Shipping Notice"</b>	means a notice described as such and issued by the MCA;
<b>"MIAC Required Action"</b>	has the meaning given in Clause 51.6 (Measures in a Crisis);
<b>"Minor Non-Performance"</b>	has the meaning given to it in Schedule 4 (Payment Performance and Incentivisation Mechanism);
<b>"Model"</b>	the Financial Model and/or the Operational Model and/or any other spreadsheet developed by the Contractor in Microsoft Excel for the Authority, prepared in accordance with Schedule 31 (Transparency and Financial Models);
<b>"Modification"</b>	means a change to the build standard of an Article and the expressions 'to Modify' and 'Modified' shall be interpreted accordingly;
<b>"MOD Identifiable Information"</b>	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;
<b>"month"</b>	a calendar month;

<b>"Monthly Financial Model"</b>	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);
<b>"Monthly Financial Report"</b>	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);
<b>"Monthly Operational Model"</b>	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);
<b>"Monthly Performance and Activity Report"</b>	has the meaning given to it in Schedule 4 (Payment Performance and Incentivisation Mechanism);
<b>"Monthly Performance Working Group"</b>	means the governance board described as such in Schedule 6 (Governance, Management Information, Reports, Records and Audit);
<b>"Multi-Party Dispute"</b>	a Dispute which involves the Parties and one or more Related Third Parties;
<b>"Multi-Party Dispute Representatives"</b>	has the meaning given in paragraph 6.6 of Schedule 30 (Dispute Resolution Procedure);
<b>"Multi-Party Dispute Resolution Procedure"</b>	has the meaning given in Schedule 30 (Dispute Resolution Procedure);
<b>"Multi-Party Procedure Initiation Notice"</b>	has the meaning given in Schedule 30 (Dispute Resolution Procedure);
<b>"Necessary Consents"</b>	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 this Contract, whether required in order to comply with Law or as a result of the rights of any third party;
<b>"Non-Performance"</b>	has the meaning given to it in Schedule 4 (Payment Performance and Incentivisation Mechanism);
<b>"Non-Performance Points" or "NPPs"</b>	has the meaning given to it in Schedule 4 (Payment Performance and Incentivisation Mechanism);
<b>"NSA/DSA"</b>	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;
<b>"Occasion of Tax Non-Compliance"</b>	<p>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:</p> <ul style="list-style-type: none"> <li>(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;</li> <li>(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</li> <li>(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 this Contract came into effect or to a civil penalty for fraud or evasion;</li> </ul>
<b>"Officer in Charge"</b>	has the meaning given in Clause 32.1(b) (Contractor Personnel at Government Establishments);
<b>"On Time In Full"</b>	has the meaning given to it in Schedule 4 (Payment Performance and Incentivisation Mechanism);
<b>"One-Off Additional Services"</b>	those Additional Services which are not Enduring Additional Services;
<b>"Onerous Contract"</b>	a contract in which the unavoidable costs of meeting the obligations under the contract exceed the economic benefits expected to be received under it, as defined under International Accounting Standard 37;
<b>"Onerous Contract Report"</b>	a report provided by the Contractor pursuant to Clause 27 (Records, Audits and Open Book Data);
<b>"Operating Expenditure"</b>	operating costs including maintenance costs, staffing costs and utility costs;

<b>"Operational Model"</b>	means either the Bid Operational Model, the Baseline Operational Model, the Updated Baseline Operational Model and/or the Monthly Operational Model, as the context requires;
<b>"Parent Undertaking"</b>	has the meaning set out in section 1162 of the Companies Act 2006;
<b>"Partial Termination"</b>	a partial termination of this Contract, in accordance with Clauses 56.8 to 56.10 (Termination for Contractor Default);
<b>"Parties"</b>	together, the Authority and the Contractor;
<b>"Party"</b>	a party to this Contract;
<b>"Persistent Breach"</b>	has the meaning given in Clause 56.6 (Persistent Breach);
<b>"Personal Data"</b>	has the meaning in the Data Protection Legislation;
<b>"Personal Data Breach"</b>	has the meaning in the Data Protection Legislation;
<b>"Planned Service Commencement Date"</b>	1 October 2025, or such later date as may be agreed between the Parties in writing;
<b>"Plastic Packaging Component(s)"</b>	shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;
<b>"Potential Termination Triggers"</b>	has the meaning given to it in Schedule 4 (Payment Performance and Incentivisation Mechanism);
<b>"PPT Legislation"</b>	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;
<b>"PPT"</b>	a tax called "plastic packaging tax" charged in accordance with Part 2 of the Finance Act 2021;
<b>"Prescribed Person"</b>	means 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', available online at: <a href="https://www.gov.uk/government/publications/blowing-">https://www.gov.uk/government/publications/blowing-</a>

	<u>the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</u> , as updated from time to time;
<b>"Process, Processes or Processing"</b>	has the meaning in the Data Protection Legislation;
<b>"Processor"</b>	has the meaning in the Data Protection Legislation;
<b>"Profit Share"</b>	has the meaning given to it in Schedule 4 (Payment Performance and Incentivisation Mechanism);
<b>"Prohibited Acts"</b>	has the meaning given in Clause 58.1 (Termination for Prohibited Acts);
<b>"Project Area"</b>	the locations at which the Services are to be provided;
<b>"Project Documents"</b>	those documents set out in Schedule 16 (Project and Ancillary Documents);
<b>"Protective Measures"</b>	appropriate technical and organisational measures which includes: <ul style="list-style-type: none"> <li>(a) pseudonymising and encrypting Personal Data; ensuring confidentiality, integrity, availability and resilience of systems and services;</li> <li>(b) ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and</li> <li>(c) regularly assessing and evaluating the effectiveness of the such measures adopted by it;</li> </ul>
<b>"Public Store Account"</b>	as defined in DEFSTAN 05-99;
<b>"Public Sector Dependent Contractor"</b>	means a contractor where that contractor, or that contractor's group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;
<b>"Publishable Performance Information"</b>	means any of the Transparency Information as it relates to a Key Performance Indicator where it is expressed as publishable in the table in Appendix 2 (Publishable Performance Information – Key Performance Indicator Data Report Template) to Schedule 6 (Governance, Management Information, Reports, Records and Audit), which shall not contain any information which is exempt

	from disclosure which shall be determined by the Authority, and which shall not constitute Commercially Sensitive Information;
<b>"Quarter"</b>	a period of three (3) months commencing on either 1 January, 1 April, 1 July or 1 October in any Contract Year;
<b>"Quality Management Plan"</b>	the Contractor's quality management plan as set out in Schedule 3 (Service Delivery Plan);
<b>"Quality Rectification Plan"</b>	the plan agreed between the Parties to rectify any shortfalls identified by the Authority or the Contractor, via an End User Questionnaire, or otherwise;
<b>"Range Administration Unit"</b>	The Authority organisation which is responsible for the safe administration of the respective range,
<b>"Records"</b>	all records relating to this Contract and the provision of the Services, including the data and documents to be uploaded and maintained in the Shared Data Environment as set out in Appendix 1 (Records to be Maintained in the Shared Data Environment) to Schedule 6 (Governance, Management Information, Reports, Records and Audit), including the historic and/or superseded versions of all such records;
<b>"Rectification Plan"</b>	a plan to address the impact of, and prevent the reoccurrence of, a Default;
<b>"Regulations"</b>	the Defence and Security Public Contracts Regulations 2011;
<b>"Related Third Party"</b>	a party to:  (a) another contract with the Authority or the Contractor which is relevant to this Contract; or (b) a Sub-Contract;
<b>"Relevant Authority" or "Relevant Authorities"</b>	means the Authority and the Cabinet Office Markets and Suppliers Team;
<b>"Relevant Contract Month"</b>	means:  (a) for each MPRB meeting, the month for which performance is to be sentenced at such meeting; and

	<p>(b) for each LPWG meeting, the month for which performance is to be sentenced at the next MPRB meeting,</p> <p>such month being referred to as 'Month M-2' in Schedule 4 (Payment, Performance and Incentivisation Mechanism);</p>
<b>"Relevant Transfer"</b>	a transfer of employment to which the Transfer Regulations applies;
<b>"Relevant Transfer Date"</b>	shall have the meaning ascribed to it in the relevant Part (as the context requires) of Schedule 22 (Staff Transfer);
<b>"Relief Event"</b>	<p>any of the following:</p> <p>(a) fire, explosion, lightning, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, ionising radiation (to the extent it does not constitute a Force Majeure Event), earthquakes, riot and civil commotion;</p> <p>(b) failure by any statutory undertaker, utility company, local authority or other like body to carry out works or provide services;</p> <p>(c) any accidental loss or damage to the Authority Premises or any roads servicing them;</p> <p>(d) any national failure or shortage of power, fuel or transport;</p> <p>(e) any blockade or embargo which does not constitute a Force Majeure Event;</p> <p>(f) in relation to a particular aspect of the Services, the Master of the relevant Vessel, acting in accordance with the HSEP and the relevant risk assessment, deeming it unsafe to provide those Services;</p> <p>(g) an Urgent Operational Change; or</p> <p>(h) in the event that the Authority requires the Contractor to terminate a Key Sub-Contract pursuant to Clause 34.14 (Key Sub-Contracts) and the Contractor forthwith terminates such Key Sub-Contract, there is a failure to deliver any part of the Services in accordance with this Contract provided that:</p>

	<p>(i) the scope of the services delivered under the terminated Key Sub-Contract directly relates to the part of the Services which the Contractor is unable to deliver; and</p> <p>(ii) the termination of the relevant Key Sub-Contract is the sole cause of the Contractor's failure to deliver the Services,</p> <p>unless any of the events listed in paragraphs (a) to (h) inclusive arises (directly or indirectly) as a result of any act or omission of the Contractor or any Contractor Related Parties in which case such event shall not be a Relief Event;</p>
<b>"Replacement Contractor"</b>	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);
<b>"Replacement Services"</b>	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 or partial termination of this Contract, whether those services are provided by the Authority internally and/or by any third party;
<b>"Representative"</b>	means the Authority Representative or the Contractor Representative, as the context requires;
<b>"Request For Information"</b>	a Request for Information under the FOIA or the EIRs;
<b>"Required Action"</b>	has the meaning given in Clause 50.3 (Step-In Rights);
<b>"Required Condition"</b>	means, in respect of each Vessel, the structure, state, condition (including the completeness, state and condition of all Vessel Equipment related to such vessel), compliance and classification of such Vessel, as more particularly described in the survey for such Vessel in Part 2 of Schedule 10 (Bareboat Charter Agreement), and such condition shall include the rectification of any identified Vessel Defect(s) in accordance with the terms of this Contract.
<b>"Required Insurances"</b>	has the meaning given in Clause 48.1 (Insurance);
<b>"Resource Capacity"</b>	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);

<b>"Results"</b>	the results and outputs generated in the performance of work under this Contract and recorded in any written or other tangible form;
<b>"Review Report"</b>	has the meaning given in paragraphs 2.2 to 2.5 of Schedule 29 (Service Continuity);
<b>"Safe Haven"</b>	a harbour or shelter of any kind which affords safe entry and protection from the force of weather, as defined by MGN 280;
<b>"Safety and Environmental Case"</b>	a structured argument supported by a body of evidence that provides a compelling, comprehensible and valid case that a Vessel, platform or system is safe to operate and is operated safely and environmentally sound for a given application in a given operating environment;
<b>"Safety Management Certificate"</b>	means a document issued by the MCA to a Vessel which signifies that the Contractor and its shipboard management operate in accordance with the approved Safety Management System (1.1.6 of the ISM Code);
<b>"Safety Management System"</b>	means the document prepared and implemented by the Contractor as set out in the Governance Management Plan, which shall be a structured and documented safety management system to meet the requirements of the ISM Code to implement effectively the relevant safety and environmental protection policies;
<b>"Sea Danger Area"</b>	military live firing ranges;
<b>"Sea State"</b>	shall have the meaning as set out in the Mariner's Handbook published by the UK Hydrographic Office from time to time;
<b>"Second-Tier Sub-Contractor"</b>	means any Sub-Contractor which has a Sub-Contract with a First-Tier Sub-Contractor wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and "Second-Tier Sub-Contract" shall be interpreted accordingly;
<b>"Secret Matter"</b>	any matter connected with the Contract, or its performance which is designated by the Authority in the Security Aspects Letter annexed to the Contract or otherwise in writing as <b>"Top Secret"</b> or <b>"Secret"</b> , and shall include any information concerning the content of such matter and anything which contains or may reveal that matter;

<b>"Security Aspects Letter"</b>	the notification provided by the Authority to the Contractor in connection with the disclosure or generation of information marked OFFICIAL or above, a copy of which is annexed to this Contract at Annex B (Security Aspects Letter) to Schedule 8 (Security and Information Management);
<b>"Security and Information Management Plan"</b>	means the Contractor's security and information management plan as set out in Schedule 3 (Service Delivery Plan);
<b>"Security Policy Framework"</b>	the HMG Security Policy Framework relating to the Government Security Classification policy as published by the Cabinet Office;
<b>"Security Requirements"</b>	the security requirements set out in this Contract, including those set out in Clauses 38 (Security Measures), 39 (Security Measures Provisions to be Included in Relevant Sub-Contracts) and 40 (Official-Sensitive Security Requirements) and Schedule 8 (Security and Information Management);
<b>"Service Commencement Date"</b>	the date on which the provision of the Services commences in accordance with Clause 6.2 (Services) of this Contract;
<b>"Service Continuity Plan"</b>	means the Contractor's service continuity plan (which incorporates the Business Continuity Plan, Disaster Recovery Plan and the Insolvency Continuity Plan) as set out in Schedule 3 (Service Delivery Plan);
<b>"Service Credit"</b>	has the meaning given to it in Schedule 4 (Payment Performance and Incentivisation Mechanism);
<b>"Service Delivery Area"</b>	the identified service delivery areas 4, 5 and 7, as specified in Schedule 2 (Statement of Requirement), each detailing a set of specific requirements either grouped by function or geographically;
<b>"Service Delivery Plan"</b>	means the Contractor's plan for the delivery of the Services as set out in Schedule 3 (Service Delivery Plan);
<b>"Service Delivery Procedures"</b>	the Records detailing the infrastructure and operating procedures through which the Contractor provides the Services, including sufficient detail to permit the Authority and/or any Replacement Contractor to understand how the Contractor provides the Services and to enable the smooth transition of the Services with the minimum of disruption;

<b>"Services"</b>	all those services to be provided by, and obligations to be performed by, the Contractor in accordance with the terms of this Contract (and <b>"Service"</b> shall mean any one of them);
<b>"Shared Data Environment"</b>	the data repository hosted by the Authority containing the information about this Contract and the Services, to be used and managed in accordance with Clause 27.2 (Records, Audits and Open Book Data) and Schedule 6 (Governance, Management Information, Reports, Records and Audit);
<b>"Shareholder"</b>	means any person directly or indirectly holding shares in the Contractor;
<b>"Short Term Absence"</b>	means an absence due to illness, holiday or other reason agreed in advance with the Authority, with a maximum duration of fifteen (15) Business Days;
<b>"Site"</b>	any premises from which the Services are provided in connection with this Contract or from which the Contractor or any relevant Sub-Contractor manages, organises or otherwise directs the provision 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 this Contract;
<b>"Specific Change in Law"</b>	means: <ul style="list-style-type: none"> <li>(a) any Change in Law in the UK, which specifically refers to the provision of services the same as or similar to the Service or to the holding of shares in companies whose main business is providing services the same as or similar to the Service; or</li> <li>(b) a change to the Defence Maritime Regulations;</li> </ul>
<b>"Special Personnel"</b>	all persons, who are not passengers or members of the crew, that are carried onboard in connection with the special purpose of that ship or, because of special work being carried out on that ship, and the terms 'Authority Personnel', 'MOD Special Personnel', 'MOD Personnel' and 'Service Personnel' shall be synonymous with the term 'Special Personnel';
<b>"Standards"</b>	the standards listed in Schedule 9 (Standards);

<b>"Statement of Requirement"</b>	the requirements of the Authority as set out in Schedule 2 (Statement of Requirement);
<b>"Step-In Notice"</b>	has the meaning given in Clause 50.2 (Step-In Rights);
<b>"Step-Out Plan"</b>	has the meaning given in Clause 50.6 (Step-In Rights);
<b>"Strategic Board"</b>	means the governance board described as such in Schedule 6 (Governance, Management Information, Reports, Records and Audit);
<b>"Strategic Board Chair"</b>	shall have the meaning given to it in Schedule 6 (Governance, Management Information, Reports, Records and Audit);
<b>"Strategic Supplier"</b>	means those Contractors to government listed at <a href="https://www.gov.uk/government/publications/strategic-suppliers">https://www.gov.uk/government/publications/strategic-suppliers</a> ;
<b>"Sub-Contract"</b>	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;
<b>"Sub-Contractor"</b>	any Key Sub-Contractor or other third party with whom: <ul style="list-style-type: none"> <li>(a) the Contractor enters into a Sub-Contract; or</li> <li>(b) a third party under (a) above enters into a Sub-Contract,</li> </ul> or the servants or agents of that third party;
<b>"Sub-processor"</b>	any third party appointed to process Personal Data on behalf of the Contractor related to the Contract;
<b>"Subsequent Transferring Employee"</b>	shall have the meaning ascribed to it in Part 2 of Appendix 2 to Schedule 22 (Staff Transfer);
<b>"Subsidiary Undertaking"</b>	has the meaning set out in section 1162 of the Companies Act 2006;

"Suitable Substitute Key Sub-Contractor"	<p>a person who is a Suitable Third Party and who is approved by the Authority Representative (such approval not to be unreasonably withheld or delayed) as:</p> <ul style="list-style-type: none"> <li>(a) having the legal capacity, power and authority to become a party to and perform the obligations it is proposed to undertake in relation to the Contract; and</li> <li>(b) employing persons having the appropriate qualifications, experience and technical competence and having the resources available to it (including committed financial resources and sub-contracts) which are sufficient to enable it to perform the obligations it is proposed to undertake in relation to the Contract;</li> </ul>
"Supply Chain Resilience and Risk Awareness Mapping Template"	the template set out in DEFFORM 565 (Supply Chain Resilience and Risk Awareness Mapping Template), as updated from time to time;
"Supply Chain Transparency Report"	the report provided by the Contractor to the pursuant to Schedule 6 (Governance, Management Information, Reports, Records and Audit) providing all of the information described in Appendix 3 (Supply Chain Transparency Information Template) and in accordance with any guidance issued by the Authority from time to time;
"Swarm Attack"	a simulated attack by multiple FIAC;
"Target Towing"	an activity where a target supplied by the Authority is towed to enable the practice of gunnery serials and <b>"Target Towed"</b> shall be construed accordingly;
"Task"	an instruction issued in accordance with a properly authorised Tasking Procedure to the Contractor to perform an activity set out in a Line Item in Schedule 2 (Statement of Requirement), and <b>"Tasked"</b> and <b>"Tasking"</b> shall be construed accordingly;
"Tasking Authority"	<p>means:</p> <ul style="list-style-type: none"> <li>(a) for SDA 4: Defence Marine Services, delegated to Marine Services Superintendent (Out of Port) managed day to day by QQ (as T3E contractor);</li> <li>(b) for SDA 5: Defence Marine Services, delegated Marine Services Superintendent (Out of Port); and</li> <li>(c) for SDA 7: Defence Marine Services, delegated to MSO (RSACT);</li> </ul>

<b>"Tasking Procedures"</b>	the notification of Task requirements to the Contractor by the Tasking Authorities, which may include written instructions via email or, for short notice changes, verbal communications made face to face, by telephone or maritime radio (provided that as soon as practicable after such verbal communications, the Tasking Authorities confirm such requirements in writing);
<b>"Tender Date"</b>	means 7th May 2024;
<b>"Termination Compensation"</b>	a payment made as a result on the termination of this Contract, in accordance with Schedule 20 (Compensation on Termination);
<b>"Termination Date"</b>	the date on which this Contract terminates prior to the Expiry Date in accordance with its terms;
<b>"Termination Notice"</b>	a notice of termination issued in accordance with this Contract;
<b>"Test and Trials Equipment"</b>	means special test and trials equipment and any associated fixtures, fittings and software, which are generally supplied and owned by a third party in support of Authority sponsored trials and activities, which items may be permanently installed on vessels or held on shore and including, at the date of this Contract, those items set out in Schedule 12 (Assets);
<b>"Test, Trials, Training and Evaluation Contract" or "T3E"</b>	the contract between the Authority and QQ;
<b>"Third Party Contract"</b>	a contract with a third party entered into by the Contractor exclusively for the purpose of delivering the Services;
<b>"Third Party IPR"</b>	IPR owned by a third party;
<b>"Total Monthly Payment"</b>	has the meaning given to it in paragraph 2.1 of Schedule 4 (Payment Performance and Incentivisation Mechanism);
<b>"Transfer Regulations"</b>	Transfer of Undertakings (Protection of Employment) Regulations 2006;
<b>"Transferable Assets"</b>	those Assets (which are not already owned by the Authority) which are capable of legal transfer to the Authority;

<b>"Transferring Assets"</b>	has the meaning given in paragraph 7.2(a) of Schedule 21 (Exit Management);
<b>"Transition Period"</b>	the period from and including the Transition Services Commencement Date to and including the day prior to the Service Commencement Date;
<b>"Transition Plan"</b>	the Contractor's plan for the delivery of the Transition Services as set out in Schedule 5 (Transition);
<b>"Transition Services"</b>	the services to be provided by the Contractor to the Authority during the Transition Period as more fully described in Schedule 5 (Transition);
<b>"Transition Services Commencement Date"</b>	the Effective Date;
<b>"Transparency Information"</b>	the content of this Contract in its entirety, including from time to time 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 EIR, which shall be determined by the Authority, and (ii) any Contractor Commercially Sensitive Information;
<b>"Transparency Objectives"</b>	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);
<b>"UK Public Sector Business"</b>	means any goods, service or works provision to UK public sector bodies, including Central Government Bodies and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations;
<b>"Updated Baseline Financial Model"</b>	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);
<b>"Updated Baseline Financial Report"</b>	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);
<b>"Updated Baseline Operational Model"</b>	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);
<b>"Urgent Operational Change"</b>	a Change required for urgent operational purposes;

<b>"User Guide"</b>	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);
<b>"Valid"</b>	in respect of an Assurance, has the meaning given to it in paragraph 2.7 of Part B of Schedule 29 (Service Continuity);
<b>"VAT"</b>	value added tax as provided for in the Value Added Tax Act 1994;
<b>"Vessel"</b>	any one or more vessels (including the Authority Vessels) or ships, together with any Vessel Equipment, being used or to be used by the Contractor to provide the Services;
<b>"Vessel Defect"</b>	<p>means, in respect of an Authority Vessel, where such Vessel:</p> <ul style="list-style-type: none"> <li>(a) does not comply with the Required Condition unless such non-compliance is as a result of an act or omission by the Contractor or any Contractor Related Party; and/or</li> <li>(b) is not fit for the purpose of delivering those parts of the Services for which such Vessel has been identified as suitable as set out in Schedule 2 (Statement of Requirement),</li> </ul> <p>during the first three (3) months following the Service Commencement Date;</p>
<b>"Vessel Equipment"</b>	any and all assets and equipment (including any machinery, outfit, appliances, boilers, appurtenances, radio equipment and spare parts) belonging to any Vessel on board and on shore;
<b>"Warning Notice"</b>	has the meaning given in Clause 56.3 (Persistent Breach); and
<b>"Warranted Data"</b>	such data set out in Schedule 15 (Warranted Data).

## Part B – Acronyms

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

<b>AIS</b>	Automatic Identification System
<b>ALARP</b>	As low as reasonably practicable
<b>AMASS</b>	Autonomous Mobile Acoustic Submarine Simulator
<b>APAR</b>	Annual Performance and Activity Report
<b>ASD</b>	Azimuth Stern Drive
<b>ATD</b>	Azimuth Tractor Drive
<b>ATVR</b>	Annual Tasking Volume Report
<b>AUV</b>	Autonomous Underwater Vehicle
<b>BoardEx</b>	Maritime boarding exercise
<b>BPEO</b>	Best practicable environmental option
<b>BPSS</b>	Baseline Personnel Security Standard
<b>BR</b>	The technical Book of Reference authored/published from time to time by Navy Command
<b>BUTEC</b>	British Underwater Test & Evaluation Centre (located in the Kyle of Lochalsh)
<b>C*</b>	Abbreviation for CHALFONT
<b>CALSS</b>	Calibrated Sound Source
<b>CAP</b>	Chief Admiralty Pilot
<b>CAP (C)</b>	Chief Admiralty Pilot (Clyde)

<b>CAP (D)</b>	Chief Admiralty Pilot (Devonport)
<b>CAP (P)</b>	Chief Admiralty Pilot (Portsmouth)
<b>CAT A</b>	Category A
<b>CERTEX</b>	Certification Exercise
<b>CHF</b>	Commando Helicopter Force
<b>CIVGAS</b>	Petrol
<b>COM</b>	Class Output Management
<b>COMCSG</b>	Commander Carrier Strike Group
<b>COMSUBFLOT</b>	Commander Submarine Flotilla
<b>COMSURFLOT</b>	Commander Surface Flotilla
<b>COTS</b>	Commercial Off The Shelf
<b>COTS (M)</b>	Commercial Off The Shelf (Modified)
<b>COTS Item</b>	Commercially-available Off-The-Shelf Item
<b>Coxn</b>	Coxswain
<b>CP&amp;F</b>	Contract, Purchasing and Finance
<b>CRP</b>	Clear Range Procedure
<b>CRTPA</b>	Contract (Rights of Third Parties) Act 1999
<b>CSE</b>	Certificate of Safety of Explosives
<b>CSG</b>	Carrier Strike Group
<b>CSM</b>	Cyber Security Model

<b>CTC</b>	Counter Terrorist Check
<b>CTS</b>	Conventional Twin Screw propulsion system
<b>DACOS</b>	Deputy Assistant Chief of Staff
<b>DCT</b>	Defence Capability Training
<b>DD</b>	Destroyer
<b>DE&amp;S</b>	Defence Equipment & Support
<b>DEFSTAN</b>	Defence Standard – see Standards in Schedule 9
<b>DFC</b>	Duty Fleet Controller
<b>DFG</b>	Defence Fuels Group
<b>DHFS</b>	Defence Helicopter Flying School
<b>DIN</b>	Defence Information Notice
<b>DIO</b>	Defence Infrastructure Organisation
<b>DIPCLEAR</b>	Diplomatic Clearance
<b>DM</b>	Defence Munitions
<b>DMS</b>	Defence Marine Services
<b>DMS</b>	Daily Movements Signal
<b>DOC</b>	Document of Compliance
<b>DP</b>	Dynamic Positioning
<b>DRSO</b>	Disposal and Reserve Ship Organisation
<b>DSTL</b>	Defence Science and Technology Laboratory

<b>DSTO</b>	Defence SERE Training Organisation
<b>EA</b>	Equipment Authority
<b>EHJ</b>	Explosives Handling Jetty
<b>EM</b>	Electromagnetic
<b>EOD</b>	Explosive Ordnance Disposal
<b>ETA</b>	Estimated Time of Arrival
<b>ETD</b>	Estimated Time of Departure
<b>FAC</b>	Fast Attack Craft
<b>FF</b>	Frigate
<b>FIAC</b>	Fast Inshore Attack Craft
<b>FLOO</b>	Fleet Operating Orders
<b>FMSP</b>	Fleet Maintenance and Support Period
<b>FMSP</b>	Future Maintenance and Support Programme
<b>FOC</b>	Final Operating Capability
<b>FOST</b>	Fleet Operational Sea Training
<b>FOST (Ships)</b>	Fleet Operational Sea Training (Ships)
<b>FOST (Submarines)</b>	Fleet Operational Sea Training (Submarines) (formerly known as FOST North)
<b>FPGRM</b>	Force Protection Group Royal Marines
<b>FRE</b>	Fleet Ready Escort

<b>FSU</b>	Fender Spacer Unit
<b>GFE</b>	Government Furnished Equipment
<b>GLA</b>	General Lighthouse Authority
<b>GMDSS</b>	Global Maritime Distress and Safety System
<b>H<sub>2</sub>S</b>	Hydrogen Sulphide
<b>HFO</b>	Heavy Fuel Oil
<b>HISTAR</b>	High Seas Target
<b>HMNB</b>	His Majesty Naval Base
<b>HMRC</b>	His Majesty's Revenue and Customs
<b>HMRC Excise Notices</b>	His Majesty's Revenue and Customs Excise Notices
<b>HP Air Systems (HPAS)</b>	High Pressure Air System(s)
<b>HSEP</b>	Health Safety and Environmental Protection Report
<b>IACS</b>	International Association of Classification Societies
<b>IASME</b>	Information Assurance Small and Medium-Sized Enterprises
<b>IAW</b>	In accordance with
<b>IBC</b>	Intermediate Bulk Container
<b>IC</b>	In command
<b>IMCA</b>	International Marine Contractors Association
<b>IMO</b>	International Maritime Organisation

<b>INMARSAT</b>	International Maritime Satellite
<b>IOC</b>	Initial Operating Capability
<b>IPR</b>	Intellectual Property Rights
<b>IRB</b>	Inshore Rescue Boats
<b>ISM Code</b>	The International Safety Management Code
<b>ISN</b>	Industry Security Notice
<b>ISSC</b>	Intermediate Sea Survival Course
<b>ISTAR</b>	Intelligence, Surveillance, Target Acquisition and Reconnaissance
<b>IT</b>	Information Technology
<b>ITN</b>	means the Invitation to Negotiate
<b>JEF(M)</b>	Joint Expeditionary Force (Maritime)
<b>JHC</b>	Joint Helicopter Command
<b>JSPs</b>	the Ministry of Defence Joint Service Publications issued from time to time;
<b>JTEPS</b>	Joint Tactical Exercise Planning Staff
<b>JW; ExJW</b>	Exercise Joint Warrior
<b>KHM</b>	King's Harbour Master
<b>KPI</b>	Key Performance Indicator
<b>KUR</b>	Key User Requirement

<b>LHSEP</b>	Local Health Safety and Environmental Protection Report
<b>LMPAR</b>	Local Monthly Performance and Activity Report
<b>LPWG</b>	Local Performance Working Group
<b>LR</b>	Line Runner
<b>LSA</b>	Life Saving Appliance
<b>MAB</b>	Ministry of Defence A Block
<b>MAIB</b>	Marine Accident Investigation Branch
<b>MARPOL</b>	The International Convention for the Prevention of Pollution from Ships (MARPOL)
<b>MARSyO</b>	Maritime Security Operations
<b>Max</b>	Maximum
<b>MCA</b>	Maritime and Coastguard Agency (often referred to as UK MCA)
<b>MCT</b>	Maritime Counter Terrorism
<b>MCTA</b>	Maritime Commissioning and Trials Assessment
<b>MEO</b>	Marine Engineering Officer
<b>MGN</b>	Marine Guidance Note
<b>MHF</b>	Merlin Helicopter Force
<b>MI</b>	Management Information
<b>MIB</b>	Medium Inflatable Boat

<b>MIO</b>	Maritime Interdiction Operations
<b>MOD</b>	Ministry of Defence
<b>MOTS</b>	Military Off The Shelf
<b>MOU</b>	The Memorandum of Understanding.
<b>MOVO</b>	Movements Officer
<b>MPAR</b>	Monthly Performance and Activity Report
<b>MPRB</b>	Monthly Performance Review Board
<b>MPV</b>	Minor War Vessels and Patrol Craft
<b>MPV</b>	Maritime Patrol Vessel
<b>MPWG</b>	Monthly Performance Working Group
<b>MS</b>	Marine Services
<b>MSDF</b>	Marine Services Delivery Framework
<b>MSN</b>	Merchant Shipping Notice
<b>MSO</b>	Marine Services Officer
<b>MSS</b>	Marine Services Superintendent
<b>MSS OOP</b>	Marine Services Superintendent - Out of Port
<b>MTT - FJ/MST</b>	Marine Target Towing - Fast Jets/Marine Sniper Training
<b>MV</b>	Merchant Vessel
<b>NAG</b>	The Authority's Naval Authority Group
<b>NAL</b>	Naval Armaments Lighter

<b>NATO</b>	North Atlantic Treaty Organisation
<b>NB</b>	Naval Base
<b>NBC</b>	Naval Base Commander
<b>NEQ</b>	Net Explosive Quantities
<b>NII</b>	Nuclear Installations Inspectorate
<b>NPP</b>	Non-Performance Points
<b>NPW</b>	Nuclear Powered Warship
<b>NSRS</b>	NATO Submarine Rescue System
<b>NVD</b>	Night Vision Devices
<b>OFD</b>	Oil Fuel Depot
<b>OGD</b>	Other Government Departments
<b>OOH</b>	Out of Hours
<b>OOP</b>	Out of Port
<b>OOTNC</b>	Occasion of Tax Non-Compliance
<b>OOW</b>	Officer of the Watch
<b>OPA</b>	Oil and Pipeline Agency
<b>OPRC</b>	Oil Pollution Preparedness, Response and Co-operation Convention
<b>OSR</b>	Oil Spill Response
<b>OST</b>	Operational Sea Training

<b>PAR</b>	Performance Activity Report
<b>PAX</b>	Passenger
<b>PCO</b>	Port Conservancy Officer
<b>PED</b>	Portable Electronic Device
<b>PEXA</b>	Practise and Exercise Area
<b>PMS</b>	Provision of Marine Services
<b>POC</b>	Point Of Contact
<b>POMSR</b>	Port Operational Management Safety Report
<b>PPE</b>	Personal Protective Equipment
<b>PPIM</b>	Payment, Pricing and Incentivisation Mechanism
<b>PSA</b>	Public Store Account
<b>PSP</b>	Personal Survival Pack
<b>QEC</b>	Queen Elizabeth Class of Carrier
<b>QQ</b>	QinetiQ
<b>QRP</b>	Quality Rectification Plan
<b>RAMS</b>	Risk Assessments and Method Statements
<b>RCO</b>	Range Control Officer
<b>REPPIR</b>	Regulation (Emergency Preparedness and Public Information) Regulations 2019
<b>RFA</b>	Royal Fleet Auxiliary

<b>RIB (RHIB)</b>	Rigid Hulled Inflatable Boats
<b>RM</b>	Royal Marines
<b>RN</b>	Royal Navy
<b>RNLI</b>	Royal National Lifeboat Institute
<b>ROV</b>	Remotely Operated Vehicle
<b>RPAS</b>	Remotely Piloted Aircraft System
<b>RPM</b>	Revolutions per Minute
<b>RSACT</b>	Range Safety & Aircrew Training
<b>RSC</b>	Range Safety Craft which means any Vessel undertaking Range Safety Craft services in support of an Authority range with a Sea Danger Area
<b>RTB</b>	Range Terminal Building
<b>RYA</b>	Royal Yachting Association
<b>SALVEX</b>	Salvage Exercise
<b>SAR</b>	Search and Rescue
<b>SB</b>	Strategic Board
<b>SC</b>	Security Check
<b>SCD</b>	Service Commencement Date
<b>SD</b>	Standard Day
<b>SDA</b>	Service Delivery Area

<b>SDA</b>	Sea Danger Area
<b>SE</b>	Safety Equipment
<b>SEC(R)</b>	Safety and Environmental Case Report
<b>SEMP</b>	Safety and Environmental Management Plan
<b>SEMS</b>	Safety and Environmental Management System
<b>SEPA</b>	Scottish Environmental Protection Agency
<b>SERE</b>	Survival, Evasion, Resistance and Extraction
<b>SLA</b>	Service Level Agreement
<b>SM</b>	Submarine
<b>SM Safety</b>	Submarine Safety
<b>SMC</b>	Sea Mounting Centre
<b>SMCC</b>	Submarine Command Course
<b>SMS</b>	Safety Management System
<b>SMTE</b>	Support to Military Training & Exercises
<b>SMU</b>	Specialist Military Unit
<b>SOLAS</b>	Safety of Life at Sea
<b>SOP</b>	Standard Operating Procedures
<b>SOR</b>	Statement of Requirement
<b>SOS</b>	Royal Navy School of Seamanship
<b>SPAG</b>	Submarine Parachute Assistance Group

<b>SPS</b>	Special Purpose Ship
<b>SQEP</b>	Suitably Qualified and Experienced Personnel
<b>Sqn</b>	Squadron
<b>SS</b>	Sub Surface
<b>SSB</b>	Shore Support Base
<b>SSBN</b>	Sub Surface Nuclear Propulsion Ballistic Missile (Nuclear Powered Submarine)
<b>SSK</b>	Sub Surface Conventional propulsion (non - Nuclear) (Conventional Submarine)
<b>SSN</b>	Sub Surface Nuclear Propulsion (Nuclear Powered Submarine)
<b>SSN OST</b>	Submarine Operational Sea Training
<b>SSON</b>	Single Statement of Need
<b>STAB</b>	Submerged Towable Acoustic Body
<b>STCW</b>	Standards of Training, Certification and Watchkeeping for Seafarers, as amended
<b>STP</b>	Sewage Treatment Plant
<b>SUBFLOT</b>	Submarine Flotilla
<b>SurfEx</b>	Surface Exercise
<b>SURFLOT</b>	Surface Flotilla
<b>SUTT</b>	Single Unit Tractor Tug
<b>SWATHS</b>	Small Water Plane Area Twin Hull (Storm Class Passenger Vessels)

<b>SWL</b>	Safe Working Load
<b>SWO</b>	Staff Warfare Officer
<b>T3E</b>	Test, Trials, Training and Evaluation Contract
<b>TA</b>	Towed Array (sonar)
<b>TAPS</b>	Towed Array Patrol Ship
<b>TLB</b>	Top Level Budget
<b>TMCC</b>	Transportable Manned Compression Chamber
<b>TOWEX</b>	Towing Exercise
<b>TTE</b>	Test and Trials Equipment
<b>TUTT</b>	Twin Unit Tractor Tug
<b>UAV</b>	Uncrewed Aerial Vehicles or Underwater Autonomous Vehicles as the context requires..
<b>UHAF</b>	Upper Harbour Ammunitioning Facility)
<b>UHF</b>	Ultra High Frequency
<b>UK</b>	United Kingdom of Great Britain and Northern Ireland
<b>UKSVA</b>	United Kingdom Security Vetting Agency
<b>USA(M)</b>	Unit SERE Assistant (Maritime)
<b>USI(M)</b>	Unit SERE Instructor (Maritime)
<b>USO</b>	Utilities Services Officer
<b>UWMW</b>	Under Way, Making Way

<b>UWT</b>	Under Water Telephone
<b>VAT</b>	Value Added Tax
<b>VHF</b>	Very High Frequency
<b>VIP</b>	Very Important Person
<b>VLA</b>	Very Large Array
<b>WMF</b>	Wildcat Maritime Force