

SCHEDULE 1

Definitions

Part A Definitions

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

"Accounting Reference Date"	means in each year the date to which the Contractor prepares its annual audited financial statements;
"Adjudicator"	has the meaning given in paragraph 4.1 of Schedule 30 (Dispute Resolution Procedure);
"Adjudicator Notice"	has the meaning given in paragraph 4.2(a) of Schedule 30 (Dispute Resolution Procedure);
"Additional Services"	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;
"Admission Agreement"	means as described in Part 3 of Schedule 22 (Staff Transfer);
"Affected Party"	the Party seeking to claim relief in respect of a Force Majeure Event;
"Affiliate"	in relation to any person, any Holding Company or Subsidiary of that person or any subsidiary of such holding company, 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 Affiliate of another any transfer of shares by way of security or to a nominee of the transferor shall be disregarded;
"Akrotiri Tanker Mooring"	means the tanker mooring consisting of IDs 10101, 10102, 10103, 10104 as listed in Part 6A of the Statement of Requirement;
"Akrotiri Tanker Mooring Replacement Option"	means the Authority's option in relation to the Akrotiri Tanker Mooring as described in Table 2 of Part 7 of the Statement of Requirement;

"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 those assets listed in Schedule 12 (Assets), which shall include: <ul style="list-style-type: none"> (a) the Government Furnished Equipment; (b) the Moorings; and (c) the Targets;
"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"	in respect of any company (for the purpose of this definition only, such company being the " Identified Company "): <ul style="list-style-type: none"> (a) a company which is a subsidiary or a holding company of the Identified Company, and (b) any company which is a subsidiary of the ultimate holding company of that Identified Company; and (c) where the Contractor is the Identified Company, an Associated Company of the Contractor shall also include: <ul style="list-style-type: none"> i. each of the Shareholders; and ii. each Associated Company of each Shareholder, <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;
"Assurance"	means written confirmation from a Relevant Authority to the Contractor that the CRP Information is approved by the Relevant Authority;
"Audit Agents"	means: <ul style="list-style-type: none"> (a) the Authority's internal and external auditors; (b) the Authority's statutory or regulatory auditors; (c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office; (d) HM Treasury or the Cabinet Office; (e) any party formally appointed by the Authority to carry out audit or similar review functions; and (f) successors or assigns of any of the above;
"Auditors"	has the meaning given in Clause 37.11 (Cyber);
"Authority Data"	any Data issued by the Authority or belonging to the Authority, and/or any Disclosed Data, and/or any Authority IPRs;
"Authority Dependency"	means those dependencies listed in Schedule 27 (Authority Dependencies);
"Authority Premises"	premises owned, controlled or occupied by the Authority and/or any Central Government Body which are made available for use by the Contractor or its Sub-Contractors for provision of the Services (or any of them);
"Authority Related Party"	<ul style="list-style-type: none"> (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 (b) any person visiting any Vessel or Authority Premises at the express invitation of the Authority, <p>but excluding in each case the Contractor and all Contractor Related Parties;</p>
"Authority Representative"	the representative appointed by the Authority pursuant to Clause 26.4 (Representatives);
"Authority Vessel"	the Vessel set out in Schedule 11 (Vessels);

"Background IPR"	Intellectual Property Rights Controlled by a party and: (a) existing as at the Effective Date; or (b) created during the Contract Term other than directly in accordance with the performance of work under this Contract, in each case to the extent set out in the IPR Register;
"Base Date"	1 April 2025;
"Baseline Financial Model"	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);
"Baseline Financial Report"	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);
"Baseline Operational Model"	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);
"Baseline Personnel Security Standard" or "BPSS"	shall be as described in Schedule 8 (Security and Information Management);
"Bid Financial Model"	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;
"Bid Operational Model"	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;
"Breach of Security"	an event that results, or could result, in: (a) any unauthorised access to or use of the Authority Data, the Services and/or the Contractor System; and/or (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;
"Business Continuity Plan"	the Contractor's business continuity plan as set out in Schedule 3 (Service Delivery Plan);

"Business Day"	<p>any day excluding:</p> <ul style="list-style-type: none"> (a) Saturdays, Sundays and public and statutory holidays in the United Kingdom; and (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;
"Cabinet Office Markets and Suppliers Team"	<p>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;</p>
"Capital Expenditure"	<p>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;</p>
"CEDR"	<p>means the Centre for Effective Dispute Resolution of International Dispute Resolution Centre, 70 Fleet Street, London, EC4Y 1EU;</p>
"Central Government Body"	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> (a) Government Department; (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); (c) Non-Ministerial Department; or (d) Executive Agency;
"Certificate of Costs"	<p>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);</p>
"Certification Requirements"	<p>means the information security requirements set out in paragraph 6 of Schedule 8 (Security and Information Management);</p>
"Change"	<p>any change to this Contract, including but not limited to:</p> <ul style="list-style-type: none"> (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); (b) One-Off Additional Services;

	<p>(c) Enduring Additional Services;</p> <p>(d) operational changes (including changes to the frequency and/or volume of aspects of the Services, and updates to Schedule 2 (Statement of Requirement));</p> <p>(e) strategic changes (including changes to accommodate a change in defence policy or national security requirements);</p> <p>(f) any amendment or alteration to the extent of any of the Contractor's obligations relating to the Services;</p> <p>(g) a Specific Change in Law; and/or</p> <p>(h) Partial Termination of the Contract;</p>
"Change Communication"	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;
"Change Control Log"	<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>
"Change Control Procedure"	the change procedure set out in Clause 28 (Change) and Schedule 19 (Change Control Procedure);
"Change Form"	the form in Annex A to Schedule 19 (Change Control Procedure);
"Change in Law"	any change in Law which impacts on the performance of the Services which comes into force after the Tender Date;
"Change of Control"	shall have the meaning given to it in the definition of "Control";
"Change Proposal"	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);
"Change Request"	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);
"Charges"	the charges for the provision of the Services set out in or otherwise calculated in accordance with Schedule 4 (Payment, Performance and Incentivisation Mechanism);
"Charter Period"	shall have the meaning given to it in Schedule 10 (Bareboat Charter Agreement);
"CHECK Service Provider"	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);
"Child Labour Legislation"	shall have the meaning given to it in Clause 61.7 (Compliance);
"Class 1 Transaction"	has the meaning set out in the listing rules issued by the UK Listing Authority;
"Commercially-available Off-The-Shelf Item"	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;
"Compensation Event"	means: (a) a failure by the Authority to meet an Authority Dependency; or (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;
"Condition Failure"	has the meaning given in Clause 4.4 (Conditions Precedent);
"Conditions Precedent"	has the meaning given in Clause 4.2 (Conditions Precedent);
"Conflict of Interest"	means a conflict between the financial or personal duties of the Contractor or the Contractor Personnel and the duties owed to the

	Authority under the Contract, in the reasonable opinion of the Authority;
"Continuous Improvement Plan"	the continuous improvement plan set out in Schedule 3 (Service Delivery Plan);
"Contract"	the terms and conditions of this Contract together with its schedules;
"Contract Term"	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;
"Contract Year"	means: (a) with respect to the initial Contract Year, the period beginning on the Effective 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;
"Contract, Purchasing and Finance"	the Authority's mandatory electronic procurement tool;
"Contractor Background IPR"	the Contractor's Background IPR;
"Contractor's Commercially Sensitive Information"	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;
"Contractor Cyber Protection Service"	the tool incorporating the CSM Risk Assessment Process and CSM Contractor Assurance Questionnaire;
"Contractor Group"	means the Contractor, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;

"Contractor Personnel"	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;
"Contractor Related Party"	<ul style="list-style-type: none"> (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 "Excepted Person")); 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;
"Contractor Representative"	the representative appointed by the Contractor pursuant to Clause 26.3 (Governance and Management Information,);
"Contractor Request"	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;
"Contractor System"	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);
"Contractor Termination Event"	the events listed in Clause 56.1 (Termination for Contractor Default);
"Control"	<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"> (a) by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or (b) by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor, <p>and a "Change of Control" occurs if a person who controls the Contractor ceases to do so or if another person acquires control of the Contractor;</p>

"Controlled"	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.
"Controller"	has the meaning in the Data Protection Legislation;
"Corporate Change Event"	<p>means:</p> <ul style="list-style-type: none"> (a) any Change of Control of the Contractor or a Parent Undertaking of the Contractor; (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; (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; (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; (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; (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; (g) an order is made or an effective resolution is passed for the winding up of any member of the Contractor Group; (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; (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 (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;
"Corporate Change Event Grace Period"	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;

"Corporate Resolution Planning Information" or "CRP Information"	the information the Contractor is required to provide pursuant to paragraph 2 of Part B: Corporate Resolution Planning;
"Corporate Resolvability Assessment (Structural Review)"	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);
"CREST Service Provider"	means a company with a SOC Accreditation from CREST International;
"Critical National Infrastructure" or "CNI"	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: <ul style="list-style-type: none"> (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 (b) significant impact on the national security, national defence, or the functioning of the UK;
"Critical Service Contract"	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);
"Critical Mooring"	means the moorings listed in Part 8 of Schedule 2 (Statement of Requirement);
"CSM Contractor Assurance Questionnaire"	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);
"CSM Risk Assessment Process"	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;
"Customer Compliance Manager"	the Contractor's designated HMRC customer compliance manager;
"Cyber Essentials"	means the Cyber Essentials certificate issued under the Cyber Essentials Scheme;

"Cyber Essentials Plus"	means the Cyber Essentials Plus certificate issued under the Cyber Essentials Scheme;
"Cyber Essentials Scheme"	means the Cyber Essentials scheme operated by the National Cyber Security Centre;
"Cyber Implementation Plan"	the plan referred to in Clause 37.2 (Cyber);
"Cyber Risk Level"	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;
"Cyber Security Incident"	<p>an event, act or omission which gives rise or may give rise to:</p> <ul style="list-style-type: none"> (a) unauthorised access to an information system or electronic communications network on which MOD Identifiable Information resides; (b) disruption or change of the operation (including but not limited to takeover of control) of an information system or electronic communications network; (c) destruction, damage, deletion or the change of MOD Identifiable Information residing in an information system or electronic communications network; (d) removal or limiting the possibility to use MOD Identifiable Information residing in an information system or electronic communications network; or (e) the appropriation, publication, dissemination or any other use of non-public MOD Identifiable Information by persons unauthorised to do so;
"Cyber Security Instructions"	DEFSTAN 05-138, together with any relevant ISN and specific security instructions relating to this Contract issued by the Authority to the Contractor;
"Cyber Security Model"	the process by which the Authority ensures that MOD Identifiable Information is adequately protected from Cyber Security Incident and includes the CSM Risk Assessment Process, DEFSTAN 05-138 and the CSM Contractor Assurance Questionnaire;
"Data"	any data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media;
"Data Book"	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);

"Data Loss Event"	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;
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Legislation"	<ul style="list-style-type: none"> (a) the regulations on the protection of natural persons with regard to the processing of personal data and on the free movement of such data known as the General Data Protection Regulation (EU) 2016/679 ("EU GDPR"); (b) EU GDPR as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 ("UK GDPR"); (c) the UK Data Protection Act 2018; (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 (e) any further laws and statutory instruments relating to such regulations, data protection or privacy, all from time to time;
"Data Protection Officer"	has the meaning in the Data Protection Legislation;
"Data Subject"	has the meaning in the Data Protection Legislation;
"Data Subject Access Request"	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;
"Default"	<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> <ul style="list-style-type: none"> (a) in the case of the Authority, of its employees, servants, agents; or (b) in the case of the Contractor, of its Sub-Contractors or any Contractor Personnel, <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</p>

	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);
"Defence Maritime Regulations"	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;
"Defence Maritime Regulator"	the independent regulator (part of the Defence Safety Authority), responsible for the regulation of health, safety and environmental protection in the defence maritime domain;
"Defence Sourcing Portal"	means the Authority's online tendering portal;
"Defence Standard"	a defence standard, commonly referred to as a 'DEFSTAN', which may be described more fully in Schedule 9 (Standards);
"Dependent Parent Undertaking"	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;
"Direct Agreements"	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);
"Direct Losses"	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;
"Disaster"	the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part of the Services will be unavailable for a period of five (5) Business Days or which is reasonably anticipated will mean that the Services or a material part of the Services will be unavailable for that period;

"Disaster Recovery Plan"	the Contractor's disaster recovery plan as set out in Schedule 3 (Service Delivery Plan);
"Design Authority"	means the role and function of the Design Authority (as required by the Defence Maritime Regulations) as described in the MOD Mooring Manual;
"Designated Port"	shall be the Port of Marchwood or such other departure point as notified to the Contractor by the Authority in writing;
"Disclosed Data"	has the meaning given in Clause 2.1 (Due Diligence);
"Dispute"	<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"> (a) a dispute, difference or question of interpretation relating to the Services; (b) a failure to agree in accordance with the Change Control Procedure; or (c) any matter where this Contract directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure, <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>
"Dispute Notice"	a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute;
"Dispute Resolution Procedure"	the procedure set out in Clause 70 (Disputes) and Schedule 30 (Dispute Resolution Procedure);
"Document of Compliance"	the document of the same name, issued to the Contractor in accordance with the ISM Code;
"DPA"	the Data Protection Act 2018;
"Dynamic Pre-Qualification Questionnaire (DPQQ)"	the pre-qualification questionnaire issued by the Authority in connection with the Contract prior to the ITN;
"Effective Date"	<p>the later of:</p> <ul style="list-style-type: none"> (a) the date of this Contract; and

	(b) the date on which the Conditions Precedent have been satisfied or waived in accordance with Clause 4.3 (Condition Precedent);
"EIRs"	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;
"Electronic Information"	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;
"Employee"	means any member of Contractor Personnel;
"Employee Liabilities"	<p>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:</p> <ul style="list-style-type: none"> (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments; (b) unfair, wrongful or constructive dismissal compensation; (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay; (d) compensation for less favourable treatment of part-time workers or fixed term employees; (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions; (f) employment claims whether in tort, contract or statute or otherwise; (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;
"Employing Sub-Contractor"	shall have the meaning ascribed to it in the relevant Part (as the context requires) of Schedule 22 (Staff Transfer);

"Enduring Additional Services"	those Additional Services which will endure, and which result in a change to the Contract and/or the Charges;
"ENG1"	a certificate of medical fitness (as required by MSN 1815);
"Entitled Customer"	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;
"Entitled Customer Contract"	means any contract, arrangement or other custom and practice of any kind between the Authority and an Entitled Customer;
"Entitled Vessel"	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;
"Equipment Authority"	means the role and function of the Equipment Authority (as required by the Defence Maritime Regulations) as described in the MOD Mooring Manual;
"Environment"	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;
"Environmental Law"	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;
"Estimated Change in Charges"	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;

"Exit Assistance Period"	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;
"Exit Day"	has the meaning given to the term "IP Completion Day" in the European Union (Withdrawal Agreement) Act 2020;
"Exit Information"	has the meaning given in paragraph 3.1 of Schedule 21 (Exit Management);
"Exit Management"	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);
"Exit Management Plan"	the Contractor's exit management plan as set out in Schedule 3 (Service Delivery Plan);
"Exit Management Services"	those services set out in Appendix 1 of Schedule 21 (Exit Management);
"Exit Steering Group"	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);
"Expiry Date"	the date falling at the end of the period of eight (8) years from and including the Effective Date;
"Exposure Information (Contracts List)"	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);
"Failing Guarantor"	has the meaning given in Clause 5.1 (Guarantee);
"Fast-Track Change"	any Change which the Authority designates as such, which shall be expedited in accordance with paragraph 7 of Schedule 19 (Change Control Procedure);
"FDE Group"	the Contractor and the Guarantor;
"Final Reconciliation Financial Report"	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);

"Final Warning Notice"	has the meaning given in Clause 56.4 (Persistent Breach);
"Financial Distress Event"	the occurrence of one or more of the events listed in Schedule 25 (Financial Distress);
"Financial Distress Remediation Plan"	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;
"Financial Information and Commentary"	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);
"Financial Model"	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;
"Financial Reports"	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);
"Financial Year"	1 st April to 31 st March;
"First-Tier Sub-Contractor"	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;
"Fit For Purpose"	means it fully meets the Standards and the requirements set out in Schedule 2 (Statement of Requirement) and the MOD Mooring Manual;
"Flag State"	the country of registration of a sea going vessel: As defined by the United Nations Convention on the Law of the Sea (UNCLOS);
"FOIA"	the Freedom of Information Act 2000 and any subordinate Legislation (as defined in section 84 of the Freedom of Information Act 2000) made under the Freedom of Information Act 2000 from time to time

	together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such Act;
"Force Majeure Event"	<p>the occurrence after the Effective Date of:</p> <ul style="list-style-type: none"> (a) war, civil war, armed conflict or terrorism; (b) nuclear, chemical or biological contamination, unless the source or cause of the contamination is as a result of any act of or breach by the Contractor or any Contractor Related Party; or (c) pressure waves caused by devices travelling at supersonic speeds or sonic booms; (d) cyber risks, to the extent that such cyber risks are beyond the reasonable control of the Affected Party and do not arise directly or indirectly as a result of the negligence of the Affected Party; or (e) environmental damage (unless specifically insured), to the extent that such environmental damage is beyond the reasonable control of the Affected Party and does not arise directly or indirectly as a result of the negligence of the Affected Party, <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>
"Force Majeure Notice"	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;
"Foreground IPR"	all Intellectual Property Rights generated in the performance of work under this Contract, including any Intellectual Property Rights in the Results including but without limitation to the information listed in Part 3 of Schedule 17 (Intellectual Property Rights);
"Fuel"	the fuel procured and used wholly and exclusively in connection with the provision of Services and in accordance with Clause 25 (Fuel and Utilities);
"Fuel Usage Report"	has the meaning given to it in Part B (Management Information) of Schedule 6 (Governance, Management Information, Reports, Records & Audit));
"GDPR"	General Data Protection Regulation (Regulation (EU) 2016/679);

"General Change in Law"	means a Change in Law which is not a Specific Change in Law;
"Good Industry Practice"	<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>
"Government Establishment"	any of His Majesty's ships or vessels and service stations, as well as the Authority Premises;
"Government Furnished Equipment" ("GFE")	means Materiel (including the Mooring Materials) issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority, as set out in Part B (GFE Made Available at Service Commencement Date) of Schedule 12 (Assets) and including any GFE made available after the Service Commencement Date in accordance with Clause 16.8 (Assets);
"Government Furnished Facilities" ("GFF")	means buildings, parts of buildings, sites and other infrastructure issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority in accordance with Clause 32 (Contractor Personnel at Government Establishments);
"Government Furnished Information" ("GFI")	means information or data issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
"Governance Management Plan"	the Contractor's governance management plan as set out in Schedule 3 (Service Delivery Plan);
"Governance Meetings"	has the meaning given to it in Schedule 4 (Payment Performance and Incentivisation Mechanism);
"Guarantee"	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;

"Guarantee Criteria"	the criteria which must be satisfied by a Guarantor, as set out in Clause 5.2 (Guarantee);
"Guarantor"	Briggs Commercial Limited , a company incorporated in Scotland under registered number SC051566 whose registered office is at Seaforth House, Burntisland, Fife, KY3 9AX;
"Hazardous Material"	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;
"Headroom"	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);
"Health, Safety and Environmental Protection Management Plan"	the Contractor's health, safety and environmental protection management plan, as set out in Schedule 3 (Service Delivery Plan);
"Health, Safety and Environmental Protection Report"	the report to be delivered by the Contractor in accordance with Schedule 6 (Governance, Management Information, Reports, Records & Audit) in the form set out in Schedule 3 (Service Delivery Plan);
"Health and Safety Legislation"	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;
"Higher Risk Sub-Contractor"	<ul style="list-style-type: none"> (a) means a Sub-Contractor that Processes Authority Data, where that data includes either: (b) the Personal Data of 1000 or more individuals in aggregate during the period between the first Operational Service Commencement Date and the date on which this Contract terminates in accordance with Clause 4.1(b); or (c) any part of that data includes any of the following: (d) financial information (including any tax and/or welfare information) relating to any person; (e) any information relating to actual or alleged criminal offences (including criminal records); (f) any information relating to children and/or vulnerable persons; (g) any information relating to social care; (h) any information relating to a person's current or past employment; or (i) Special Category Personal Data; or (j) the Authority in its discretion, designates a Sub-Contractor as a Higher Risk Sub-Contractor in any procurement document related to this Contract; or

	(k) the Authority considers in its discretion, that any actual or potential Processing carried out by the Sub-Contractor is high risk;
"Human Resources Management Plan"	the Contractor's human resources management plan as set out in Schedule 3 (Service Delivery Plan);
"Incident Management Process"	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;
"Indirect Losses"	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);
"Information"	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;
"Information Security Approval Statement"	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: <ul style="list-style-type: none"> (a) the Authority is satisfied that the identified risks have been adequately and appropriately addressed; (b) the Authority has accepted the residual risks; and (c) the Contractor may use the Contractor System to Process Authority Data;
"Industry Security Notice"	Industry Security Notices issued by the Authority to the Contractor whether directly or by issue on the gov.uk website at: "https://www.gov.uk/government/publications/industry-security-notices-isns" as updated from time to time;
"Insolvency Continuity Plan"	the Contractor's insolvency continuity plan as set out in Schedule 3 (Service Delivery Plan);
"Insolvency Event"	the events listed in Clause 56.2 (Insolvency Event);

"Insured Amount"	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);
"Insured Risk"	means the risks, events and circumstances for which the Contractor is required to maintain insurances pursuant to Clause 48 (Insurance) and Schedule 7 (Insurances);
"Intellectual Property Rights"	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;
"Invitation to Negotiate"	the invitation to negotiate issued by the Authority in connection with the Contract pursuant to the Regulations;
"IT Health Check"	has the meaning given in paragraph 7.1(a) of Schedule 8 (Security and Information Management);
"IPR Register"	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;
"JSyCC WARP"	the Joint Security Co-ordination Centre MOD Defence Industry Warning, Advice and Reporting Point, or any successor body notified by way of ISN;
"Key Performance Indicator"	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;
"Key Personnel"	the persons listed in Schedule 28 (Key Personnel);
"Key Roles"	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);
"Key Sub-Contract"	each Sub-Contract with a Key Sub-Contractor;

"Key Sub-Contractor"	the sub-contractors listed in Schedule 23 (Key Sub-Contractors);
"King's Harbour Master"	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;
"Law"	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;
"Line Item"	any of the individually numbered services detailed in Schedule 2 (Statement of Requirement);
"Management Information"	the management information specified in Schedule 6 (Governance, Management Information, Reports, Records & Audit) to be provided by the Contractor to the Authority;
"Management Information KPI"	has the meaning given to it in Schedule 4 (Payment Performance and Incentivisation Mechanism);
"Management Information Relief Event"	means any circumstance beyond the reasonable control of the Contractor which prevents it from providing the Management Information in the format required by Part B (Management Information) of Schedule 6 (Governance, Management Information, Reports, Records & Audit) during the period of six (6) months commencing on and including the Service Commencement Date only;

"Marine Licence"	means a marine licence issued by the Marine Management Organisation in accordance with Part 4 of the Marine and Coastal Access Act 2009;
"Maritime Encumbrance"	any right of ownership, security, retention of title, right of possession or detention, mortgage, charge, lien, pledge, encumbrance, lease or other hiring, loan or deposit, assignment, statutory right in rem, hypothecation, attachment, levy, claim, detention, proceeding or set off or any agreement or arrangement having the effect of creating a security interest or any other encumbrance or security interest whatsoever, howsoever and wheresoever created or arising;
"Master"	the person appointed by the Contractor, or on behalf of the Contractor, to command any one of the Vessels;
"Materiel"	equipment (including fixed assets), stores, supplies and spares;
"Material Single Source Subcontract (Non- Qualifying) Material"	<p>means a Sub-Contract entered into by the Contractor where:</p> <ul style="list-style-type: none"> (a) the subcontract is entered into at the same time as, or after, the Contract was entered into; (b) the subcontract is entered into for the purposes of the Contract; (c) the award of the subcontract is not the result of a "competitive process" as defined in Regulation 59, or Regulation 60, as appropriate, of the Single Source Contract Regulations 2014 (SSCR) for Qualifying Subcontracts (QSCs); (d) the value of the subcontract is of, or above £1,000,000; and (e) at least 50% of the subcontract (by value) is required either to enable performance of the Contract or to enable the combined performance of the Contract and any other Qualifying Defence Contract (QDC), or prospective contract, under the SSCR, to which the Contractor or any Group Undertaking of the Contractor is a party, or might become a party;]
"MCA"	the Maritime and Coastguard Agency of the United Kingdom;
"Medium Risk Sub Contractor"	means a Sub-Contractor that Processes Authority Data, where that data:

	<p>(a) includes the Personal Data of between 100 and 999 individuals (inclusive) in the period between the first Operational Service Commencement Date and the date on which this Contract terminates in accordance with Clause 4.1(b); and</p> <p>(b) does not include Special Category Personal Data;</p>
"Memorandum of Understanding"	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 (PMSA) & Vessel Traffic Services;
"MIAC Required Action"	has the meaning given in Clause 51.7 (Measures in a Crisis);
"Model"	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);
"Modification"	means a change to the build standard of an Article and the expressions 'to Modify' and 'Modified' shall be interpreted accordingly;
"MOD Identifiable Information"	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;
"MOD Mooring Manual"	means the technical manual BR9957 being dated September 2023 (as updated from time to time) which sets out requirements and guidance in relation to the design, installation and operation of Moorings and Targets;
"Monitored Contractors"	those entities specified at paragraph 5.2 of Schedule 25 (Financial Distress);
"month"	a calendar month;
"Monthly Financial Model"	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);

"Monthly Financial Report"	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);
"Monthly Operational Model"	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);
"Monthly Performance and Activity Report"	has the meaning given to it in Schedule 4 (Payment Performance and Incentivisation Mechanism);
"Monthly Performance Review Board"	means the governance board described as such in Schedule 6 (Governance, Management Information, Reports, Records & Audit);
"Mooring Authority"	Defence Marine Services, delegated to Marine Services Officer Moorings;
"Mooring Inventory"	the lists of all Moorings and Targets in Parts 3, 4, 5 and 6A of Schedule 2 (Statement of Requirement), to be maintained in accordance with Schedule 2;
"Mooring Materials"	means those parts and components meeting the description in Part B (GFE) of Schedule 12 (Assets) which, for the avoidance of doubt, shall be GFE;
"Mooring Maintenance Programme"	means the Contractor's annual programme (as described in the Operational Delivery Plan in the Service Delivery Plan) for the inspection and planned maintenance of the Moorings and Targets, including any moorings and Navigation Buoys which have been replaced in accordance with the Mooring Replacement Programme, as required by Schedule 2 (Statement of Requirement) and the MOD Mooring Manual;
"Mooring/Targets Rectification Period"	has the meaning given to it in Schedule 4 (Payment Performance and Incentivisation Mechanism);
"Mooring/Targets Rectification Period KPI"	has the meaning given to it in Schedule 4 (Payment Performance and Incentivisation Mechanism);
"Mooring Replacement Milestone" or "MRM"	has the meaning given to it in Schedule 4 (Payment Performance and Incentivisation Mechanism);
"Mooring Replacement Programme"	means the Contractor's programme (as described in the Operational Delivery Plan in the Service Delivery Plan) for the replacement and acceptance into service (in accordance with the MOD Mooring Manual) of those moorings and Navigation Buoys listed in Part 7

	(Replacements under the Mooring Replacement Programme) of Schedule 2 (Statement of Requirement);
"Moorings"	means the moorings at the locations detailed in Part 3 (UK Moorings Inventory) of Schedule 2 (Statement of Requirement), Navigation Buoys and Target Moorings, and a "Mooring" shall mean any one of them;
"Moorings Acceptance Process"	means the process set out in the MOD Mooring Manual (and supplemented by Schedule 2 (Statement of Requirement)) for the acceptance of replacement Moorings, Targets and Navigation Buoys;
"Multi-Party Dispute"	a Dispute which involves the Parties and one or more Related Third Parties;
"Multi-Party Dispute Representatives"	has the meaning given in paragraph 6.6 of Schedule 30 (Dispute Resolution Procedure);
"Multi-Party Dispute Resolution Procedure"	has the meaning given in Schedule 30 (Dispute Resolution Procedure);
"Multi-Party Procedure Initiation Notice"	has the meaning given in Schedule 30 (Dispute Resolution Procedure);
"Navigation Buoys"	means the navigation buoys to be maintained at the locations detailed in Part 5 (UK Navigation Buoys Inventory) of Schedule 2 (Statement of Requirement);
"Necessary Consents"	all permits, licences, permissions, consents, approvals, certificates and authorisations (whether statutory or otherwise) which are required for the performance of any of the Contractor's obligations under this Contract, whether required in order to comply with Law or as a result of the rights of any third party;
"Non-Performance"	has the meaning given to it in Schedule 4 (Payment Performance and Incentivisation Mechanism);
"Non-Performance Points" or "NPPs"	has the meaning given to it in Schedule 4 (Payment Performance and Incentivisation Mechanism);
"NSA/DSA"	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;
"Occasion of Tax Non-Compliance"	<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"> (a) Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle; (b) the failure of an avoidance scheme which the Contractor was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; or (c) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the date this Contract came into effect or to a civil penalty for fraud or evasion;
"Officer in Charge"	has the meaning given in Clause 32.1(b) (Contractor Personnel at Government Establishments);
"On Time In Full"	has the meaning given to it in Schedule 4 (Payment Performance and Incentivisation Mechanism);
"One-Off Additional Services"	those Additional Services which are not Enduring Additional Services;
"Onerous Contract"	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;
"Onerous Contract Report"	a report provided by the Contractor pursuant to Clause 27 (Records, Audits and Open Book Data);
"Operating Expenditure"	operating costs including maintenance costs, staffing costs and utility costs;
"Operational Model"	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;

"Parent Undertaking"	has the meaning set out in section 1162 of the Companies Act 2006;
"Partial Termination"	a partial termination of this Contract, in accordance with Clauses 56.8 to 56.10 (Termination for Contractor Default);
"Parties"	together, the Authority and the Contractor;
"Party"	a party to this Contract;
"Persistent Breach"	has the meaning given in Clause 56.6 (Persistent Breach);
"Personal Data"	has the meaning in the Data Protection Legislation;
"Personal Data Breach"	has the meaning in the Data Protection Legislation;
"Planned Maintenance System"	the Contractor's planned maintenance system which is of a type approved and audited by a classification society;
"Planned Service Commencement Date"	1 April 2025, or such later date as may be agreed between the Parties in writing;
"Plastic Packaging Component(s)"	shall have the same meaning as set out in Part 2 of the Finance Act 2021 together with any associated secondary legislation;
"Platform Authority"	means the role and function of the Platform Authority (as required by the Defence Maritime Regulations) as described in the MOD Mooring Manual;
"Potential Termination Triggers"	has the meaning given to it in Schedule 4 (Payment Performance and Incentivisation Mechanism);
"PPT Legislation"	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;
"PPT"	a tax called "plastic packaging tax" charged in accordance with Part 2 of the Finance Act 2021;
"Prescribed Person"	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: " https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-peopleand-bodies " as updated from time to time;
"Process, Processes or Processing"	has the meaning in the Data Protection Legislation;
"Processor"	has the meaning in the Data Protection Legislation;
"Profit Share"	has the meaning given to it in Schedule 4 (Payment Performance and Incentivisation Mechanism);
"Prohibited Acts"	has the meaning given in Clause 58.1 (Termination for Prohibited Acts);
"Project Area"	the locations at which the Services are to be provided;
"Project Documents"	those documents set out in Schedule 16 (Project and Ancillary Documents);
"Protective Measures"	appropriate technical and organisational measures which includes: <ul style="list-style-type: none"> (a) pseudonymising and encrypting Personal Data; ensuring confidentiality, integrity, availability and resilience of systems and services; (b) ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident; and (c) regularly assessing and evaluating the effectiveness of such measures adopted by it;
"Public Store Account"	as defined in DEFSTAN 05-99;
"Public Sector Dependent Contractor"	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;
"Publishable Performance Information"	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 & 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;
"Qualifying Defence Contract" or "QDC"	has the meaning set out in the Single Source Contract Regulations 2014;
"Qualifying Subcontract" or "QSC"	has the meaning set out in the Single Source Contract Regulations 2014;
"Quality Management Plan"	the Contractor's quality management plan as set out in Schedule 3 (Service Delivery Plan);
"Quarter"	a period of three (3) months commencing on either 1 January, 1 April, 1 July or 1 October in any Contract Year;
"Records"	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 & Audit), including the historic and/or superseded versions of all such records;
"Rectification Plan"	a plan to address the impact of, and prevent the reoccurrence of, a Default;
"Regulations"	the Defence and Security Public Contracts Regulations 2011;
"Related Third Party"	a party to: (a) another contract with the Authority or the Contractor which is relevant to this Contract; or (b) a Sub-Contract;
"Relevant Authority" or "Relevant Authorities"	means the Authority and the Cabinet Office Markets and Suppliers Team;
"Relevant Contract Month"	means for each MPRB meeting, the month for which performance is to be sentenced at such meeting, such month being referred to as 'Month M-1' in Schedule 4 (Payment, Performance and Incentivisation Mechanism);
"Relevant Transfer"	a transfer of employment to which the Transfer Regulations applies;

"Relevant Transfer Date"	shall have the meaning ascribed to it in the relevant Part (as the context requires) of Schedule 22 (Staff Transfer);
"Relief Event"	<p>any of the following:</p> <ul style="list-style-type: none"> (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; (b) failure by any statutory undertaker, utility company, local authority or other like body to carry out works or provide services; (c) any accidental loss or damage to the Authority Premises or any roads servicing them; (d) any national failure or shortage of power, fuel or transport; (e) any blockade or embargo which does not constitute a Force Majeure Event; (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; (g) an Urgent Operational Change; or (h) a Management Information Relief Event, <p>unless any of the events listed in paragraphs (a) to (g) 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>
"Replacement Contractor"	any third party service provider of Replacement Services appointed by the Authority from time to time (or where the Authority is providing replacement Services for its own account, the Authority);
"Replacement Services"	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;

"Representative"	means the Authority Representative or the Contractor Representative, as the context requires;
"Request For Information"	a Request for Information under the FOIA or the EIRs;
"Required Action"	has the meaning given in Clause 50.3 (Step-In Rights);
"Required Condition"	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 the Contract;
"Required Insurances"	has the meaning given in Clause 48.1 (Insurance);
"Required Vessel State"	means that, in relation to a Vessel, it complies with all applicable flag and class certification on the Service Commencement Date;
"Resource Capacity"	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);
"Results"	the results and outputs generated in the performance of work under this Contract and recorded in any written or other tangible form;
"Review Report"	has the meaning given in paragraphs 2.2 to 2.5 of Schedule 29 (Service Continuity);
"Safety and Environmental Case"	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;
"Safety Management Certificate"	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);
"Safety Management System"	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;
"Sea State"	shall have the meaning as set out in the Mariner's Handbook published by the UK Hydrographic Office from time to time;
"Second-Tier Sub-Contractor"	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;
"Secret Matter"	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 " Top Secret " or " Secret ", and shall include any information concerning the content of such matter and anything which contains or may reveal that matter;
"Security Aspects Letter"	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);
"Security and Information Management Plan"	means the Contractor's security and information management plan as set out in Schedule 3 (Service Delivery Plan);
"Security Policy Framework"	the HMG Security Policy Framework relating to the Government Security Classification policy as published by the Cabinet Office;
"Security Requirements"	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);
"Service Commencement Date"	the date on which the provision of the Services commences in accordance with Clause 6.2 (Services) of this Contract;
"Service Continuity Plan"	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);

"Service Credit"	has the meaning given to it in Schedule 4 (Payment Performance and Incentivisation Mechanism);
"Service Delivery Area"	the identified service delivery area 8 as specified in Schedule 2 (Statement of Requirement) detailing a set of specific requirements either grouped by function or geographically;
"Service Delivery Plan"	means the Contractor's plan for the delivery of the Services as set out in Schedule 3 (Service Delivery Plan);
"Service Delivery Procedures"	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;
"Services"	all those services to be provided by, and obligations to be performed by, the Contractor in accordance with the terms of this Contract (and "Service" shall mean any one of them);
"Shared Data Environment"	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 & Audit);
"Shareholder"	means any person directly or indirectly holding shares in the Contractor;
"Short Term Absence"	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;
"Single Source Contract Regulations" or "SSCR"	means the Single Source Contract Regulations 2014 (as amended);
"Single Source Contract Regulations Information" or "SSCR Information"	means any confidential information in any written or other tangible form, which relates to the contract disclosed by the Contractor to the Authority or obtained by the Authority, and being of a type specified in Regulation 56 (1) (but not including information described in

	<p>Regulation 56 (3)(h) to (n)) of the Single Source Contract Regulations 2014, relating to the Contract. It shall not include information that:</p> <ul style="list-style-type: none"> (a) is or becomes generally available to the public other than as a result of its disclosure by the Authority or a Central Government Body, or the professional advisors or consultants of the Authority, in breach of the provisions of the Contract, the Defence Reform Act 2014, the Single Source Contract Regulations 2014 or of any other obligation of confidence owed to the party to whom the information relates; (b) was, is or becomes available to the Authority on a non-confidential basis from a person who, to the Authority's knowledge, is not bound by a confidentiality agreement with the Contractor or otherwise prohibited from disclosing the information to the Authority; (c) was lawfully in the possession of the Authority before the information was disclosed to it by the Contractor; or (d) the parties agree in writing is not confidential or may be disclosed.
"Site"	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;
"Social Value Plan"	the Contractor's social value plan as set out in Schedule 3 (Service Delivery Plan);
"Specific Change in Law"	<p>means:</p> <ul style="list-style-type: none"> (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 (b) a change to the Defence Maritime Regulations;
"Special Personnel"	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';
"SSRO"	means the Single Source Regulations Office;
"Standards"	the standards listed in Schedule 9 (Standards);
"Statement of Requirement"	the requirements of the Authority as set out in Schedule 2 (Statement of Requirement);
"Step-In Notice"	has the meaning given in Clause 50.2 (Step-In Rights);
"Step-Out Plan"	has the meaning given in Clause 50.6 (Step-In Rights);
"Strategic Board"	means the governance board described as such in Schedule 6 (Governance, Management Information, Reports, Records & Audit);
"Strategic Board Chair"	shall have the meaning given to it in Schedule 6 (Governance, Management Information, Reports, Records & Audit);
"Strategic Supplier"	means those Contractors to government listed at " https://www.gov.uk/government/publications/strategic-suppliers " as updated from time to time;
"Sub-Contract"	any contract or agreement (or proposed contract or agreement) between the Contractor (or a Sub-Contractor) and any third party whereby that third party agrees to provide to the Contractor (or the Sub-Contractor) all or any part of the Services or facilities or services which are material for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof;
"Sub-Contractor"	any Key Sub-Contractor or other third party with whom: <div style="margin-left: 40px;">(a) the Contractor enters into a Sub-Contract; or</div> <div style="margin-left: 40px;">(b) a third party under (a) above enters into a Sub-Contract,</div> or the servants or agents of that third party;
"Sub-processor"	any third party appointed to process Personal Data on behalf of the Contractor related to the Contract;

"Subsequent Transferring Employee"	shall have the meaning ascribed to it in Part 2 of Appendix 2 to Schedule 22 (Staff Transfer);
"Subsidiary Undertaking"	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"> (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 (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;
"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 & 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;
"Target"	means the bombing, gunnery and triplane targets to be provided at the locations identified in Part 4 (UK Targets and Target Moorings Inventory) of Schedule 2 (Statement of Requirement);
"Target Mooring"	the target moorings to be maintained at the locations detailed in the Part 4 (UK Targets and Target Moorings Inventory) of Schedule 2 (Statement of Requirement);
"Tender Date"	31 st October 2024;
"Termination Compensation"	a payment made as a result on the termination of this Contract, in accordance with Schedule 20 (Compensation on Termination);
"Termination Date"	the date on which this Contract terminates prior to the Expiry Date in accordance with its terms;

"Termination Notice"	a notice of termination issued in accordance with this Contract;
"Third Party Breakage Costs"	means any direct losses that have been or will be reasonably and properly incurred by the Contractor as a result of the breakage, cancellation and/or termination (in whole or in part) of any arrangements for Third Party Use;
"Third Party Contract"	a contract with a third party entered into by the Contractor exclusively for the purpose of delivering the Services;
"Third Party Use"	means the provision of a service by the Contractor or a Contractor Related Party by use of an Asset or Vessel during the Contract Term to an entity other than the Authority, an Entitled Customer or an Authority Related Party, as more fully described in Clause 13 (Third Party Use) which, for the avoidance of doubt, shall include any such use of the Authority Vessel or any other Vessel;
"Third Party Use Gross Income"	shall have the meaning given to it in Clause 13.6 (Third Party Use);
"Third Party IPR"	IPR owned by a third party;
"Total Monthly Payment"	has the meaning given to it in paragraph 2.1 of Schedule 4 (Payment Performance and Incentivisation Mechanism);
"Transfer Regulations"	Transfer of Undertakings (Protection of Employment) Regulations 2006;
"Transferable Assets"	those Assets (which are not already owned by the Authority) which are capable of legal transfer to the Authority;
"Transferring Assets"	has the meaning given in paragraph 7.2(a) of Schedule 21 (Exit Management);
"Transition Period"	the period from and including the Transition Services Commencement Date to and including the day prior to the Service Commencement Date;
"Transition Plan"	the Contractor's plan for the delivery of the Transition Services as set out in Schedule 5 (Transition);

"Transition Services"	the services to be provided by the Contractor to the Authority during the Transition Period as more fully described in Schedule 5 (Transition);
"Transition Services Commencement Date"	the Effective Date;
"Transparency Information"	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;
"Transparency Objectives"	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);
"UK Public Sector Business"	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;
"Updated Baseline Financial Model"	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);
"Updated Baseline Financial Report"	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);
"Updated Baseline Operational Model"	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);
"Urgent Operational Change"	a Change required for urgent operational purposes;
"User Guide"	shall have the meaning given to it in Schedule 31 (Transparency and Financial Models);
"Valid"	in respect of an Assurance, has the meaning given to it in paragraph 2.7 of Part B of Schedule 29 (Service Continuity);
"VAT"	value added tax as provided for in the Value Added Tax Act 1994;

"Vessel"	any one or more vessels (including the Authority Vessel) or ships, together with any Vessel Equipment, being used or to be used by the Contractor to provide the Services;
"Vessel and Asset Management Plan"	the Contractor's Vessel and Asset management plan as set out in Schedule 3 (Service Delivery Plan);
"Vessel Defect"	<p>means, in respect of an Authority Vessel, where such Vessel:</p> <p>(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</p> <p>(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),</p> <p>during the first three (3) months following the Service Commencement Date;</p>
"Vessel Equipment"	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;
"Warning Notice"	has the meaning given in Clause 56.3 (Persistent Breach); and
"Warranted Data"	such data set out in Schedule 15 (Warranted Data).

Part B
Acronyms

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

AIS	Automatic Identification System
ALARP	As low as reasonably practicable
AUV	Autonomous Underwater Vehicle
BPEO	Best practicable environmental option
BPSS	Baseline Personnel Security Standard
BR	The technical Book of Reference authored/published from time to time by Navy Command
BUTEC	British Underwater Test & Evaluation Centre (located in the Kyle of Lochalsh)
COTS	Commercial Off The Shelf
COTS (M)	Commercial Off The Shelf (Modified)
CTC	Counter Terrorist Check
DA	Design Authority
DE&S	Defence Equipment & Support
DEFSTAN	Defence Standard – see Standards in Schedule 9
DIN	Defence Information Notice
DMS	Defence Marine Services
DOC	Document of Compliance
EA	Equipment Authority

ETA	Estimated Time of Arrival
ETD	Estimated Time of Departure
FOC	Final Operating Capability
FPMS	Future Provision of Marine Services now known as PMS Provision of Marine Services
GFE	Government Furnished Equipment
GLA	General Lighthouse Authority
GMDSS	Global Maritime Distress and Safety System
HMNB	His Majesty Naval Base
IACS	International Association of Classification Societies
IALA	International Association of Lighthouse Authorities
IAW	In accordance with
IMCA	International Marine Contractors Association
IMO	International Maritime Organisation
INMARSAT	International Maritime Satellite
IOC	Initial Operating Capability
ISM Code	The International Safety Management Code
IT	Information Technology
KPI	Key Performance Indicator
KUR	Key User Requirement

MARPOL	The International Convention for the Prevention of Pollution from Ships (MARPOL)
Max	Maximum
MCA	Maritime and Coastguard Agency (often referred to as UK MCA)
MGN	Marine Guidance Note
MI	Management Information
MMP	Mooring Maintenance Programme
MOD	Ministry of Defence
MOTS	Military Off The Shelf
MOVO	Movements Officer
MPRB	Monthly Performance Review Board
MPWG	Monthly Performance Working Group
MRP	Mooring Replacement Programme
MS	Marine Services
MSO	Marine Services Officer
MSS	Marine Services Superintendent
MSS OOP	Marine Services Superintendent Out of Port
MV	Merchant Vessel
NB	Naval Base
NPP	Non-Performance Points

NPW	Nuclear Powered Warship
OGD	Other Government Departments
OOH	Out of Hours
OOP	Out of Port
OOW	Officer of the Watch
PAR	Performance Activity Report
PAX	Passenger
PED	Portable Electronic Device
PEXA	Practise and Exercise Area
PMS	Provision of Marine Services
POC	Point Of Contact
PPE	Personal Protective Equipment
PPIM	Payment, Pricing and Incentivisation Mechanism
PSA	Public Store Account
RAMS	Risk Assessments and Method Statements
REPPIR	Regulation (Emergency Preparedness and Public Information) Regulations 2019
RFA	Royal Fleet Auxiliary
RN	Royal Navy
ROV	Remotely Operated Vehicle

SB	Strategic Board
SC	Security Check
SCD	Service Commencement Date
SD	Standard Day
SDA	Service Delivery Area
SDA	Sea Danger Area
SE	Safety Equipment
SEC(R)	Safety and Environmental Case Report
SEMP	Safety and Environmental Management Plan
SEMS	Safety and Environmental Management System
SEPA	Scottish Environmental Protection Agency
SM	Submarine
SMS	Safety Management System
SNR	Static Noise Range
SOLAS	Safety of Life at Sea
SOR	Statement of Requirement
SPS	Special Purpose Ship
SQEP	Suitably Qualified and Experienced Personnel
SSB	Shore Support Base
SSON	Single Statement of Need

SSCR	Single Source Contract Regulations 2014
STCW	Standards of Training, Certification and Watchkeeping for Seafarers, as amended
SWL	Safe Working Load
TLB	Top Level Budget
UK	United Kingdom of Great Britain and Northern Ireland
UKSVA	United Kingdom Security Vetting Agency
UWMW	Under Way, Making Way
VAT	Value Added Tax