**Schedule 1 - Definitions of Contract**

|  |  |
| --- | --- |
| **Article**  | means, in relation to clause 24 and Schedule 6 only, an object which during production is given a special shape, surface or design which determines its function to a greater degree than does its chemical composition;  |
| **Articles**  | means, (except in relation to Schedule 10) the Contractor Deliverables (goods and/or the services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Schedule of Requirements), but excluding incidentals outside Schedule 2 (Schedule of Requirements) such as progress reports.  |

|  |
| --- |
| **Assets Subject to Special** |
| **Controls (ASSC)** |   |

 means a Contractor Deliverable which is:

1. subject to the United States International Traffic in Arms

 Regulations (ITAR);

1. subject to the 600 series of the United States Export

 Administration Regulations (EAR); or

1. classified as Attractive to Criminal and Terrorist Organisations (ACTO), meaning that it includes material which represents an immediate risk to Defence personnel or the public; or which is considered as attractive to criminal and terrorist organisations;

|  |
| --- |
| means for Contractor Deliverables subject to ITAR, a United States  |
|  |
| Munitions List (USML) or for Contractor Deliverables subject to the |
| 600 series of the EAR, an Export Control Classification Number |   |
| (ECCN);  |  |

**ASSC Indicator**

|  |  |
| --- | --- |
|  |   |
| **Authority**  | means the Secretary of State for Defence acting on behalf of the Crown;   |
| **Authority’sRepresentative(s)** | shall be those persons(s) defined in Schedule 3 (Contract Data Sheet) who will act as the Authority’s Representative(s) in connection with the Contract. Where the term “Authority’s Representative(s)” in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority’s Representative(s) shall be the designated person(s) for the purposes of Condition 7;   |
| **Business Day**  | means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays;   |
| **Central Government Body**  | 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: 1. Government Department;
2. Non-Departmental Public Body or Assembly Sponsored

Public Body (advisory, executive, or tribunal); 1. Non-Ministerial Department; or
2. Executive Agency;

  |
| **Collect**   | means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with Clause 28.c and Collected and Collection shall be construed accordingly;  |
| **Commercial Packaging**  | means commercial Packaging for military use as described in Def Stan 81-041 (Part 1)  |
| **Conditions**  | means the terms and conditions set out in this document;  |
| **Consignee**  | means that part of the Authority identified in Schedule 3 (Contract  |

Data Sheet) to whom the Contractor Deliverablesare to be Delivered or on whose behalf they are to be Collected at the address specified in Schedule 3 (Contract Data Sheet) or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order;

|  |  |
| --- | --- |
|  |  |
| **Consignor**  | means the name and address specified in Schedule 3 (Contract Data Sheet) from whom the Contractor Deliverables will be dispatched or Collected;  |
| **Contract**  | means the Contract including its Schedules and any amendments agreed by the Parties in accordance with Condition 6 (Formal Amendments to the Contract);  |
| **Contract Price**  | means the amount set out in Schedule 2 (Schedule of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor,for the full and proper performance by the Contractor of its obligations under the Contract.  |
| **Contractor**  | means the person who, by the Contract, undertakes to supply the Contractor Deliverables, for the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority;  |
| **Contractor Deliverables**  | means the goods and/or the services, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;  |
| **Control**  | means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person: 1. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or
2. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor;
 |
| **Counterfeit Materiel**  | means any Contractor Deliverable or any part thereof whose origin, age, composition, configuration, certification status or other characteristic (including whether or not such Contractor Deliverable or part has been used previously) has been falsely represented by: a. misleading marking of the materiel, labelling or packaging; 1. misleading documentation; or
2. any other means, including failing to disclose information; except where it has been demonstrated that the false

 representation was not the result of dishonesty by the Contractor or any party within the Contractor’s supply chain.  |
| **CPET**   | means the UK Government’s Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy;  |
| **Crown Use**  | in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First  |

Schedule to the Registered Designs Act 1949;

|  |  |
| --- | --- |
|  |  |
| **Dangerous Goods**  | means those substances, preparations and articles that are capable of posing a risk to health, safety, property, or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the: a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011); b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR); 1. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);
2. International Maritime Dangerous Goods (IMDG) Code;
3. International Civil Aviation Organisation (ICAO) Technical

Instructions for the Safe Transport of Dangerous Goods by Air; 1. International Air Transport Association (IATA) Dangerous Goods Regulations;
 |
| **DBS Finance**  | means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);  |
| **DEFFORM**  | means the MOD DEFFORM series which can be found at https://www.kid.mod.uk;  |
| **DEF STAN**  | means Defence Standards which can be accessed at https://www.dstan.mod.uk;  |
| **Deliver**  | means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Condition 28 and Delivered and Delivery shall be construed accordingly;  |
| **DeliveryDate**  | means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;  |
| **Denomination of Quantity**  | means the quantity or measure by which an item of material is  |
| **(D of Q)**  | managed;  |
| **Design Right(s)**  | has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;  |
| **Diversion Order**  | means the Authority’s written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);  |
| **EffectiveDate of Contract**  | means the date upon which both Parties have signed the Contract;  |
| **Evidence**  | means either: 1. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or
2. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;
 |
| **Firm Price**  | means a price (excluding VAT) which is not subject to variation;  |
| **First-Tier Sub-Contractor**  | means a Sub-contractor directly engaged by the Contractor to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract;  |
| **FLEGT**  | means the Forest Law Enforcement, Governance and Trade  |

initiative by the European Union to use the power of time-consuming countries to reduce the extent of illegal logging;

|  |  |
| --- | --- |
|  |  |
| **Government Furnished**  | is a generic term for any MOD asset such as equipment,  |
| **Assets (GFA)**  | information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;  |
| **Hazardous Contractor**  | means a Contractor Deliverable or a component of a Contractor |
| **Deliverable**  | Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;  |
| **Independent Verification**  | means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to “ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent”, and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to “ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent”;  |
| **Information**   | means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;  |
| **Issued Property**  | means any item of Government Furnished Assets (GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;  |

**Licence** means, in relation to clause 33 only, import licence, export licence

or other import or export related authorisation, agreement, exception, or exemption, including (but not limited to) the export licences required by the United States under the International Traffic in Arms Regulations (ITAR), Export Administration Regulations (EAR) and Foreign Military Sales (FMS), or those required as a result of any applicable UK-US agreements;

|  |  |
| --- | --- |
|  |  |
| **Legal and Sustainable**  | means production and process methods, also referred to as timber production standards, as defined by the document titled “UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;  |
| **Legislation**   | means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, or any exercise of Royal Prerogative;  |
| **Lower-Tier Sub-Contractor**  | means any Sub-contractor other than any First-Tier Sub-Contractor at any lower level of the supply chain engaged to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract;  |

|  |  |
| --- | --- |
| means, in relation to clause 33 only, information, technical data, |   |
| and items, including all goods, components of goods and software; |

**Materiel**

**Military Level Packaging (MLP)** means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;

**Military Packager** is a MOD sponsored scheme to certify military Packaging

**Approval Scheme (MPAS)** designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4).

**Military Packaging Level (MPL)** shall have the meaning described in Def Stan 81-041 (Part 1);

**Mixture** means a mixture or solution composed of two or more substances;

**MPAS Registered Organisation**  is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;

|  |  |
| --- | --- |
|  |  |
| **MPAS Certificated Designer**  | shall mean an experienced Packaging designer trained and certified to MPAS requirements;  |
| **NATO**  | means the North Atlantic Treaty Organisation which is an intergovernmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;  |
| **Notices**  | shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;  |
| **Overseas**  | shall mean non-UK or foreign;  |
| **Packaging**  | Verb. The operations involved in the preparation of materiel for; transportation, handling, storage, and Delivery to the user;  |
|   | Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;  |
| **Packaging Design Authority**  | shall mean the organisation that is responsible for the original  |
| **(PDA)**  | design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;  |
| **Parties**  | means the Contractor and the Authority, and Party shall be construed; accordingly,  |
| **Plastic Packaging**  | shall have the same meaning as set out in Part 2 of the Finance  |
| **Components**  | Act 2021 together with any associated secondary legislation;  |
| **PPT**  | means a tax called “plastic packaging tax” charged in accordance with Part 2 of the Finance Act 2021;  |
| **PPT Legislation**   | means the legislative provisions set out in Part 2 and Schedules 915 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;  |
| **Primary Packaging Quantity**  | means the quantity of an item of material to be contained in an  |
| **(PPQ)**  | individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);  |
| **Publishable Performance**  | means any of the Information in Schedule 9 (KPI Data Report) as  |
| **Information**  | it relates to Key Performance Indicator where it is expressed as publishable in the table in Schedule 9 which shall not contain any Information which is exempt from disclosure which shall be determined by the Authority; and which shall not constitute Sensitive Information;  |
| **Recycled Timber**  | means recovered wood that prior to being supplied to the Authority  |

had an end use as a standalone object or as part of a structure. Recycled Timber covers:

1. pre-consumer reclaimed wood and wood fibre and industrial by-products;
2. post-consumer reclaimed wood and wood fibre, and driftwood;
3. reclaimed timber abandoned or confiscated at least ten years previously; it excludes sawmill co-products;

**Restrictions** means, in relation to clause 33 only, end use or end user

restrictions including (but not limited to) restrictions on transfers to third parties or disclosure to individuals based on their nationality, residency status and/or employment status;

**Robust Contractor Deliverables** shall mean Robust items as described in Def Stan 81-041 (Part 2)

|  |  |
| --- | --- |
| **Safety Data Sheet**  | has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);  |
| **Schedule of Requirements**  | means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;  |
| **Sensitive Information**  | means the Information listed in the completed Schedule 5  |
|   | (Contractor’s Sensitive Information), which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being sensitive, at the point at which the Contract is entered into or amended (as relevant) and remains sensitive information at the time of publication;  |
| **Short-Rotation Coppice**  | means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;  |
| **Specification**  | means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all respects with the Specification;  |
| **STANAG4329**  | means the publication NATO Standard Bar Code Symbologies which can be sourced at https://www.dstan.mod.uk/faqs.html;  |
| **Subcontractor**  | means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and ‘Subcontract’ shall be interpreted; accordingly,  |
| **Substance**  | means a chemical element and its compounds in the natural state or obtained by any manufacturing process, including any additive necessary to preserve its stability and any impurity deriving from the process used, but excluding any solvent which may be separated without affecting the stability of the substance or changing its composition;  |

|  |  |
| --- | --- |
| **Timber and Wood-Derived**  | means timber (including Recycled Timber and Virgin Timber but  |
| **Products**  | excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element;  |
| **TransparencyInformation**   | means 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 Freedom of Information Act 2000 (FOIA) or the Environmental Information Regulations 2004 (EIR), which shall be determined by the Authority, and (ii) any Sensitive Information;  |

**Unique Item Identifier (UII)** means a unique and unambiguous identifier that distinguishes an item from all other like and unlike items, consisting of:

* + - * 1. NATO Stock Number (NSN);
				2. NATO Commercial and Government Entity (NCAGE) code;
				3. ASSC Indicator, where applicable;
				4. serial number; and
				5. part number;

|  |  |
| --- | --- |
|  |  |
| **Virgin Timber**  | means Timber and Wood-Derived Products that do not include Recycled Timber.  |

Where project specific DEFCONs are included under Condition 45 definitions shall be in accordance with **DEFCON 501- (Edn 10/21) - Definitions and Interpretations.**