

SCHEDULE 1 - Definitions and Interpretations

Terms	Definition
Admission Agreement	Means the agreement between the Parties in respect of Pensions as set out in Schedule 19 (Pensions)
Assets	Means all assets and rights to enable the Contractor, the Authority or a successor contractor to operate the Services in accordance with this Contract including: (a) any land, buildings, ships, services, stations or vessels; (b) any equipment; (c) any books and records (including operating and maintenance manuals, health and safety manuals and other know how); (d) any spare parts, tools and other assets (together with any warranties) in respect of assets being transferred; (e) any revenues and any other contractual rights; (f) any Authority Property, including Government Furnished Assets and Issued Property; and (h) any Contractor Assets;
Authority Contractor	Means any contractor, consultant or agent as may be appointed from time to time to deliver goods and/or services to the Authority;
Authority Disclosed TUPE Data	Means information relating to the TUPE provision of the Contract disclosed to the Contractor and its Shareholders and advisers;
Authority Health and Safety Adviser	Means the Authority appointed subject matter expert to advise on Health and Safety issues;
Authority Property	Means all Authority owned assets and property, including Intellectual Property;
Authority's Representative	Means the Commercial Officer named in the DEFFORM 111, or other representative as shall be notified by the Authority;
Authority's Title	Means the title of the Authority in respect to each of the Establishments;
Background Intellectual Property (" Background IP ")	Means the Intellectual Property in Background Information;
Baseline Personnel Security Standard or Baseline Standard	Means the pre-employment checks to be carried out to obtain an appropriate degree of assurance about the identity, nationality, employment history and integrity of individuals. Satisfactory completion of the Baseline Personnel Security Standard may allow access to government assets marked 'Official' and 'Sensitive';
Benchmarking Exercise	Means the exercise to be conducted in accordance with clause 25 (Benchmarking);
Benchmarking Services	Means the agreed Training Services to be the subject of the Benchmarking Exercise in accordance with clause 25 (Benchmarking);
Boards of Inquiry	Means the formally appointed body established to exercise all

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	particulars with an event in order to determine facts and cause, corrective action and disciplinary action, if called for by the findings and suggestions of the inquiry;
Break of Task	Has the meaning set out in clause 4.1 of Schedule 5 (Change and Change Management);
Business Continuity Plan	Means the plan formulated and maintained by the Contractor to ensure continued delivery of Services during/following a catastrophic event detailed in Schedule 12 (Business Continuity Plan);
Business Day	Means any day excluding Saturdays, Sundays and public and statutory holidays in the jurisdiction of either party;
Cabinet Office	Means the department of the Government of the United Kingdom responsible for supporting the Prime Minister and Cabinet of the United Kingdom;
Commanding Officer	Means the head of an Establishment who exercises judicial and military discipline;
Comptroller & Auditor General	Means the Government official in charge of the National Audit Office;
Confidential Information	Means information, including Commercially Sensitive Information, which at the time of disclosure to the receiving party ought to be considered as confidential (however it is conveyed or on whatever media it is stored) and may include information whose disclosure would, or would be likely to, prejudice the commercial interests of any person, trade secrets, IPR or know-how of either party and all personal data and sensitive personal data within the meaning of the Data Protection Act 1988;
Continuous Improvement Programme	Means the Contractor's programme for the improved delivery of the Services and/or the Value For Money Review of this Contract as described in clause 23;
Continuous Improvement Report	Means the report issued to the Authority for discussion at the Level 1 Meetings, which includes the information detailed at paragraph 1.2 of Schedule 14 (Continuous Improvement Plan);
Continuous Improvement Review	Means the review carried out by the Authority to assess the Contractor's delivery of the requirement and/or the Value For Money of this Contract as described in clause 22;
Contract Documents	Means this Contract and supporting Schedules, specifications, plans, drawings, and other documentation, expressly made part of the agreement;
Contract Period	Means the period from the Effective Date to the Expiry Date or Termination Date whichever occurs first;
Contract Review	Means the method of Performance Management of the Contract as detailed in clause 22;
Contractor CI	Means CI identified in the Continuous Improvement Programme that is not Authority Approved CI;
Contractor's Commercially Sensitive Information	Means the information listed in the Contractor Commercial Sensitive Information Form DEFFORM 539A being information notified by the Contractor to the Authority which is acknowledged by the Authority as being commercially

	sensitive information;
Contractor Default	Means any one or more of the following: (a) a breach by the Contractor of any of its obligations under this Contract which materially and adversely affects the provision of the Services; (b) a Persistent Breach occurs; (c) a court makes an order that the Contractor be wound up or a resolution for a voluntary winding-up of the Contractor is passed; (d) any receiver or receiver manager in respect of the Contractor is appointed or possession is taken by or on behalf of any creditor of any property that is the subject of a charge; (e) any voluntary arrangement is made for a composition of debts or a scheme of arrangement is approved under the Insolvency Act 1986 or the Companies Act 2006 for the Contractor; (f) an administration order is made, or an administrator is appointed, in respect of the Contractor; (g) a breach by the Contractor of its obligations under clause 65 (Assignment) or clause 61 (Sub-Contracting); (h) a failure to commence the provision of any Service described in the Statement of Requirements; (i) a breach by the Contractor of its obligations to take out and maintain any of the Required Insurances; (j) a breach by the Contractor of Part 12 (Security and Confidentiality); and (k) a Personal Data Breach occurs;
Contractor Default Termination Date	Has the meaning set out in clause 51 (Failure of Performance);
Contractor Employee	Means an employee of the Contractor;
Contractor Furnished Assets	Has the meaning set out in clause 19 (Contractor Furnished Assets);
Contractor Management Plan	Means the plan setting out of the Contractor's method of providing the Services to satisfy the Statement of Requirements set out in Schedule 11 (Contractor Management Plans);
Contractor's Representative	Means either the Contract Manager or the Contractor's nominated commercial representative as notified to the Authority from time to time;
Contractor Security Officer	Means the person or persons appointed by the Contractor to manage security aspects of this Contract in accordance with clause 48;
Control Copy	Means the copy of that information to be maintained by the Contractor as set out in clause 41;
Controlled Information	Means any information which is disclosed to the Contractor by or on behalf of the Authority, and which is identified by the legend 'Controlled Information' or other approved legend notified to the Contractor. Controlled Information shall exclude information provided by oral communication;
DEFSTANs	Defence Standards (DEFSTANs) are the portfolio of

	documents published by the UK Defence Standardization Organisation in respect of the Ministry of Defence's standardization policy and effective acquisition;
Deliverable Quality Plan	Means the Contractor's document that specifies which procedures and associated resources shall be applied by whom and when to this Contract in accordance with clause 62.2;
Designated Officer ("DO")	Means the Authority's Level 2 Chairman authorised to monitor the work of the Contractor and authorise claims for payment in accordance with Schedule 4 (Governance and Contract Management);
Disputed Amount	Has the meaning set out in clause 30;
Dispute Resolution Procedure	Means the procedure set out in DEFCON 520 (Dispute Resolution);
Effective Date	Means the date of Contract Signature;
Employing Sub Contractor	Has the meaning set out in Schedule 8 (Transfer Regulations);
Environment Agency	Means the non-departmental public body established in 1996 and sponsored by the United Kingdom government's Department for Environment, Food and Rural Affairs with responsibilities relating to the protection and enhancement of the environment in England;
Establishment	Means an area or site under the management of the Authority that is within the scope of this Contract and shall be deemed to include any of Her Majesty's Ships or vessels and service stations as appropriate;
Establishment Orders	Means any directive or instruction issued formally in writing by or on behalf of the Commanding;
Establishment Security Officer ("ESyO")	Means a person or persons appointed by the Authority to manage security aspects of this Contract in accordance with clause 48;
Establishment Waste Management Plans	Means the Establishments' plans for the disposal of waste;
Ex-Authority Employee	Has the meaning set out in Schedule 8 (Transfer Regulations);
Exit Plan	Means that the Contractor's plan detailing the activities to be undertaken and deliverables to be provided upon the earlier of the Expiry Date or the Termination Date as set out in Annex A of Schedule 9 (Transition Plans);
Expiry Date	Means the date five (5) years after the Service Commencement Date in accordance with clause 4;
Final Proposal	Means the final solution produced by the Contractor for the implementation of a Routine Change or a Continuous Improvement Change, as the case may be, following Authority approval of an Outline Proposal in respect of such change;
Financial Reports	Means the reports to be provided by the Contractor to the Authority in accordance with clause 21 (Financial Reports);
FOI Legislation	Means the Freedom of Information Act 2000, the Data Protection Act 1998, the Environmental Information

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	Regulations 2004 and any other applicable legislation governing access to information;
Follow-on Contractor	Means the person who may be contracted by the Authority to deliver the Services after the Expiry Date;
Force Majeure Event	Means the occurrence after the date of this Contract of: (a) acts of nature; (b) war; (c) hostilities;
Foreground Intellectual Property ("Foreground IP")	Means the IP in Foreground Information;
Gainshare	Means the arrangement detailed in paragraph 6 of Schedule 6 (Pricing of Change), which provides a financial benefit to both Parties through savings made as a result of Authority Approved CI;
Gainshare Fee	Means the share of any Gainshare received by the Contractor;
Good Industry Practice	Means 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 engaged in the same type of undertaking as that of the Contractor and/or any Sub-Contractor under the same or similar circumstances;
Government Furnished Assets ("GFA")	Means any Authority owned asset to be provided by the Authority to the Contractor in accordance with this Contract;
Government Procurement Card ("GPC")	Means the VISA badged procurement card that is supplied to the Authority by Barclaycard Business;
Group Companies	Has the meaning set out in section 1162 of the Companies Act 2006;
Hazardous Waste	Means those materials listed as hazardous by the Hazardous Waste Regulations 2005 and the List of Waste Regulations 2005;
Implementation Phase	Means the period between the Effective Date and the Service Commencement Date;
Implementation Plan	Means the Contractor's Implementation Plan set out in Schedule 9 (Transition Plans):
Implementation Programme	Means the planned series of events and timetables to transition from the Previous Contract to this Contract which is contained in the Implementation Plan;
Input Services	Means those Services related to the provision of manpower resources as identified in Schedules 2.01, 2.02, 2.03, 2.08 and 2.13 of the Schedule of Requirements;
Intellectual Property ("IPR")	Means forms of protection associated with Information including patents, utility models, rights (registered and unregistered) in any designs; applications for any of the foregoing; copyright; 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;
Intellectual Property Rights ("IPR")	Means all trade marks, trade and business names, patents, copyrights (including copyright in computer programs),

	database rights, design rights, registered designs, utility models, semi conductor topography rights, inventions, know-how, moral rights, confidential information and all other intellectual property and rights of a similar or corresponding nature in any part of the world whether or not registered or capable of registration, and, in respect of such rights which are capable of registration,, the right to apply for registration and all applications for registration of any of the foregoing rights;
Indemnified Party	Has the meaning set out in clause 31 (Indemnities);
Indemnifying Party	Has the meaning set out in clause 31 (Indemnities);
Information	Means any information in written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract or as is otherwise utilised by the Contractor for performance of the Contract;
Joint Service Publications (“JSPs”)	Means the Authority’s documents published from time to time containing Government policy;
JSP 332	Means the Authority’s document entitled “MoD Low Value Purchasing Regulations”;
JSP 375	Means the Authority’s document entitled “MoD Health and Safety Handbook”;
JSP 418	Means the Authority’s document entitled “The Sustainable Development and Environmental Manual”;
JSP 482	Means the Authority’s document entitled “MoD Explosive Regulations”;
JSP 551	Means the Authority’s document entitled “Military Flight Safety Regulations”;
JSP 552	Means the Authority’s document entitled “Military Air Traffic Service Regulations”;
JSP 553	Means the Authority’s documents entitled “Military Airworthiness Regulations”;
JSP 554	Means the Authority’s document entitled “Military Aviation Aerodrome Standards and Criteria”;
JSP 556	Means the Authority’s document entitled “Military Aviation Test Flying Policy, Regulations and Directives”;
JSP 893	Means the Authority’s document entitled “Policy on Safeguarding Vulnerable Groups”;
Key Performance Indicators (“KPI”)	Means the high level performance metric and its associated method of measurement(s) to be used to assess the Contractor’s overall performance of the Contract as set out in Annex A of Schedule 10 (Performance Mechanism);
Law	Means any applicable law, common law, Legislation, proclamation, by-law, directive, decision, regulation, rule, order, notice, rule of court or delegated or subordinate legislation, and any applicable official request or requirement with which the relevant Party is bound to or is accustomed to comply;
Level 1 Chairman	Means the Authority’s nominated lead for the Level 1 Meeting as notified to the Contractor from time to time;
Level 1 Meeting	Means the meeting described at paragraph 3 of Schedule 4

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	(Governance and Contract Management);
Level 1 Representative	Means a representative of the Level 1 Meeting detailed at paragraph 3 of Schedule 4 (Governance and Contract Management);
Level 2 Chairman	Means the Authority's nominated lead for the Level 2 Meeting as notified to the Contractor from time to time;
Level 2 Meeting	Means the meeting described at paragraph 4 of Schedule 4 (Governance and Contract Management);
Level 2 Progress Report	Means the report detailed at clause 8.1 and Annex B of Schedule 4 (Governance and Contract Management);
Level 2 Representative	Means a representative of the Level 2 Meeting detailed at paragraph 4 of Schedule 4 (Governance and Contract Management);
Level 3 Chairman	Means one of the Authority's nominated leads for the Establishment as notified to the Contractor from time to time;
Level 3 Meeting	Means the meeting described at paragraph 5 of Schedule 4 (Governance and Contract Management);
Level 3 Progress Report	Means the report detailed at clause 8.1 and Annex B of Schedule 4 (Governance and Contract Management);
Level 3 Representative	Means a representative of the Level 3 Meeting detailed at paragraph 5 of Schedule 4 (Governance and Contract Management);
Licence	Means the licence to be entered into by the Authority and the Contractor on the Service Commencement Date in relation to the Licensed Premises in the form set out in Schedule 15 (Licence of the Licensed Premises);
Licensed Premises	Means the Premises as defined in the agreed Licence for each Establishment;
Legislation	Means in relation to the United Kingdom: (a) any Act of Parliament; or (b) any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978; or (c) any exercise of the Royal Prerogative; or (d) any enforceable community right within the meaning of section 2 of the European Communities Act 1972, In each case in the United Kingdom;
List X Status	Means a term given to a contractors site authorised to hold protectively marked material marked OFFICIAL or above;
Measures in a Crisis	Means any measures of Authority taken pursuant to clause 66 (Measures in a Crisis);
Monthly Sum	Has the meaning set out in Annex D, paragraph 3 of Schedule 3 (Contract Price and Payment);
National Audit Office ("NAO")	Means the office under the Comptroller & Auditor General tasked with audit of the accounts of all government departments and to report to Parliament on the economy, efficiency and effectiveness with which these bodies have used public money;
Official and Sensitive	Means the security level, as set out in the Annex to the Security Aspects Letter;
Officer in Charge	Means the Authority's Officer in command of a ship or

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	Establishment who is effectively a military Line Manager who has military authority but has no powers of judgement under the Armed Forces Act 2006;
Open Book Accounting	Means the provision of financial information relating to this Contract as set out in clause 26;
Outline Proposal	Means a document produced by the Contractor in response to a Routine Change Request or as a part of a Continuous Improvement Change;
Parent Company	Has the meaning set out Section 1162 of the Companies Act 2006;
Parent Company Guarantee	Means the guarantee provided by a Parent Company in the form set out at Annex 8A/B (Transfer Regulations);
Party or Parties	Means the Authority and/or the Contractor;
Performance Failure (Level 1)	Means the level of Contractor performance as defined in paragraph 3.1c of Schedule 10 (Performance Mechanism):
Performance Indicator (“PI”)	Means the Contractor’s performance metrics and measures used to monitor and assess its own performance against the delivery of the Training Services;
Persistent Breach	Has the meaning set out in clause 51 (Failure of Performance);
Personal Data	Means the personal data as defined in the DPA which is supplied to the Contractor by the Authority or obtained by the Contractor in the course of the Contract;
Personal Data Breach	Means any instance of the Contractor, any Contractor Employee or any of the Contractor’s agents or Sub-Contractors (or anyone acting on behalf of such persons), with or without the knowledge or authority of the Contractor: (a) committing a material breach of DEFCON 532A (Protection of Personal Data) or within a period 12 months committing a series of breaches of DEFCON 532A (Protection of Personal Data) resulting in an incident or a series of Incidents occurring; or (b) committing an act of gross negligence or wilful misconduct in respect of its obligations under DEFCON 532A (Protection of Personal Data);
Personal Protective Equipment (PPE)	Means equipment that will protect the user against health or safety risks at work;
Prescribed Rate	Means the interest rate payable on amounts owed to the Authority as deemed applicable from time to time by the Treasury;
Presumed Inclusion	Means the principles which are described in clause 28.2;
Previous Contract	Means the contract between the Authority and Serco Limited for the delivery of services;
Prohibited Act	Means any instance of the Contractor, any Contractor Employee or any of the Contractor’s agents or Sub-Contractors (or anyone acting on behalf of such persons), with or without the knowledge or authority of the Contractor: (a) offering, giving or agreeing to give to any Crown servant any gift or consideration of any kind as an inducement or reward;

	<p>(i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Contract or any other contract with the Crown; or</p> <p>(ii) for showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Crown,</p> <p>(b) entering into this Contract or any other contract with the Crown in connection with which commission has been paid or has been agreed to be paid by it or on its behalf, or to its knowledge, unless before such contract is entered into, particulars of any such commission and of the terms and conditions of any such agreement for the payment have been disclosed in writing to the Authority; or</p> <p>(c) committing any offence where the Contractor is an individual or a firm:</p> <p>(i) under the Prevention of Corruption Acts 1889 - 1916;</p> <p>(ii) under Legislation creating offences in respect of fraudulent acts; or</p> <p>(iii) at common law in respect of fraudulent acts,</p> <p>in relation to this Contract or any other contract with the Crown;</p> <p>(d) defrauding or attempting to defraud or conspiring to defraud the Crown; or</p> <p>(e) a Breach of Security;</p>
Prohibited Materials	Means materials not in conformity with any Law, British Standards, codes of practice or which at the date of this Contract are generally known in the UK building industry deleterious to the health and safety or to the durability of the Establishments in the particular circumstances in which those materials are used;
Proposed Staff	Means those individuals that the Contractor wishes to employ in the delivery of this Contract;
Public Store Account	Means the Contractor's Accounting system to manage the accounting of the property of the Authority in accordance with clause 18 (Government Furnished Assets);
Routine Change	Has the meaning set out in Paragraph 6 of Schedule 5 (Change and Change Management);
Routine Change Request	Means the change request issued by the Authority to the Contractor requesting a Routine Change in accordance with paragraph 6 of Schedule 5 (Change and Change Management);
Quality Focal Point	Means the Authority's nominated officer in respect of Quality Assurance issues as set out in Schedule 16 (DEFFORM 111);
Quality Standards	Means the Quality Assurance standards to be implemented by the Contractor in all aspects of the delivery of the Services

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	as described in clause 62;
Rectification Plan	Has the meaning set out in clause 51.6;
Register of Controlled Information	Has the meaning set out in clause 41.13;
Relevant Authority	Means any court with the relevant jurisdiction and any local, national or supra-national agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom or of the European Union;
Relevant Procedures	Means the Contractor's and its Sub-Contractor's personnel policies as required under clause 9.8 (Provision of Services);
Reportable Official	Means the security level, as set out in the Annex to the Security Aspects Letter;
Required Action	Has the meaning set out in clause 67.6;
Required Insurances	Means the insurances specified at Schedule 7;
Risk Register	Means the Contractor's document setting out the risks, impact and mitigation actions to address risks to the Contract and the Services;
Schedule	Means a schedule in this Contract;
Secret Matter	Means any matter connected with this Contract or its performance which is designated in writing by the Authority as "Top Secret", "Secret", and shall include any information concerning the content of such matter and anything which contains or may reveal that matter;
Security Aspects Letter	Means the Authority's letter concerning those aspects of the Contract which are to be marked and protected under the Official Secrets Acts;
Security Policy Framework	Means the document produced by the Cabinet Office's security policy division to provide guidance to assist Government Department to discharge their security responsibilities;
Service Commencement Date	Means (date to be inserted) on which the Contractor becomes responsible for the delivery of the Services in accordance with this Contract;
Suitably Qualified and Experienced Personnel (SQEP)	Means employees that meet the minimum standards of qualification/education and work experience as set out in the Statement of Requirements at Schedule 2
Statement of Requirements	Means the document in Schedule 2 (Statement of Requirements) which identifies, either directly or by reference, the Services to be supplied or carried out and the quantities involved;
Sub-Contract	Means any contract between the Contractor and a Sub-Contractor with a value in excess of £100,000 per annum, entered into in connection with this Contract;
Sub-Contractor	Means any Sub-Contractor, of any tier, of the Contractor or any other Contractor who has entered into a contract with a value in excess of £100,000 per annum, retained in connection with the provision of Services;
Sub-Contractor Employee	Means an employee of a Sub-Contractor;
Supplier	Means any Sub-Contractor of any tier used in support of this contract not covered by the definition of Sub-Contractor

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	above;
Task	Means any element of the Services to be delivered by the Contractor as set out in the Statement of Requirements;
Termination Date	Means the date that this Contract, or any part, is terminated in accordance with the provisions of Part 14 (Expiry and Termination);
Termination Notice	Has the meaning given to it in clause 51 (Failure of Performance);
TUPE	Means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time;
Value for Money	Means the optimum combination of whole of life costs and quality (or fitness for purpose) of the goods or services to meet the Authority's requirements;
Value for Money Review	Has the meaning given to it in clause 24 (Value for Money Review);
WEEE Directive	Means the Waste Electrical and Electronic Equipment Directive (2002/96/SC);