ANNEX L - DEFINITIONS AND INTERPRETATIONS

In the Contract, except where the context otherwise requires, the following words and expressions used in the Contract shall have the meanings given to them below:

A1	means the Material Condition of the spares is "A1", where stocks which are fit for issue without qualification (routine or pre-issue checks or tests excepted);
A2	means the Material Condition of the equipment and spares is "A2", where stocks which are fit, but have certain limitations on issue, including part worn;
Articles	means 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 the Schedule of Requirements, but excluding incidentals outside the Schedule of Requirements such as progress reports;
Authorised Demander	means anyone who has the authority to sign off the demand at the demanded Standard Priority Code (SPC) level as per MODFORM 2275 A. The form has been provided at Annex E – FEPS-S Service Terms of Reference (ToR)**;**
Authority	means the Secretary of State for Defence acting on behalf of the Crown;
Authority's Representative(s)	shall be those person(s) defined in DEFFORM 111 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 Clause 2.5;
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: 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;
Charges	means any of the charges for the provision of the Services, Contract Deliverables and the performance of any of the Contractor's other obligations under this Contract, as determined in accordance with this Contract;
CLS	means Contractor Logistics Support;
Collect	means pick up the Contractor Deliverables from the Consignor. This shall include loading, and any other specific arrangements, agreed in accordance with the Contract and Collected and Collection shall be construed accordingly;

Commercial Packaging means commercial Packaging for military use as described in Def Stan 81-041;

Compatible with the Authority's IT system means compatible with the Microsoft Office 365 suite of programs. Any other document format must be discussed with the Authority before issue;

Conditions means the terms and conditions set out in this contract;

Consignee means that part of the Authority identified in DEFFORM 111 to whom the Contractor Deliverables are to be Delivered or on whose behalf they are to be Collected at the address specified in DEFFORM 111 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 DEFFORM 111 to whom the Contractor Deliverables will be dispatched or collected;

Contract means the Contract including its Clauses and Annexes and any amendments agreed by the Parties in accordance with Clause 2.6 (Amendments to Contract);

Contract Price means the amount set out in Clause 1 (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;

Contract Signature Date shall mean the date of the Contractor's signature on the Acceptance of Offer of Contract;

Contract Term means the period commencing on the Effective Date of the Contract and ending on 30 June 2029 or on earlier termination of this 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;

Contractor Logistics Support (CLS) means the services identified as such in Contract Annex A - Field Electrical Power Supplies – Support Service Statement of Work (SoW);

Contractor's Commercially Sensitive Information means the Information listed in the completed Annex I - Contractor's Commercial Sensitive Information, which is Information notified by the Contractor to the Authority, which is acknowledged by the Authority as being commercially sensitive;

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:

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; 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;
b. misleading documentation; or
c. 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;

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);
c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);
d. International Maritime Dangerous Goods (IMDG) Code;
e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;
f. International Air Transport Association (IATA) Dangerous Goods Regulations;

DBS Finance means Defence Business Services Finance, at the address stated in DEFFORM 111;

Defence Logistics Framework (DLF)
is the authority for defence support chain policy and can be accessed through the Defence Gateway. The DLF has replaced JSP 886; a repository for Joint Support Chain (JSC) policy, processes and guidance;

DEFFORM means the MOD DEFFORM series which can be found at https://www.gov.uk/guidance/knowledge-in-defence-kid ;

Def Stan means Defence Standards which can be accessed at https://www.dstan.mod.uk ;

Delivery Date means the date as specified in Schedule of Requirements on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;

Demand means a demand for a piece of equipment, as named in Annex G – Equipment Deliveries, which is requested by an Authorised Demander;

Denomination of Quantity (D of Q) means the quantity or measure by which an item of material is managed;

Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;
Disposal (condition)	means the Material Condition of the equipment or spare is “Disposal”, where the equipment or spare is in a condition where it is not fit for repair;
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 DEFFORM 111;
E0	means the Material Condition of the equipment or spare is “E0”, where the equipment or spare is in a condition requiring repair at an unspecified level;
Effective Date of Contract	means the date upon which both Parties have signed the Contract;
Equipment Delivery	means the delivery of a piece of equipment, as identified in Annex G (Equipment Deliveries), from the Contractor or Sub-contractor to a UK mainland and Northern Ireland MOD location/establishment, to satisfy a Demand;
Fair Wear and Tear	means the deterioration or degradation of an Asset as a resulting factor of its correct operational use and maintenance, in accordance with the Equipment AESP;
FEPS Generator	means the three power variant generators (including wading variants), as detailed in Annex G – Equipment Deliveries;
FEPS-S Fleet	means the Field Electrical Power Supplies – Support equipment provided by the Authority as GFA, as detailed in Annex N – Government Furnished Asset List;
FEPS-S Service	means Field Electrical Power Supplies – Support Service;
FEPS-S Service (Full)	means the level of Field Electrical Power Supplies – Support Service required to meet the Full service requirement, as detailed in Contract Annex A – FEPS-S Service SoW;
FEPS-S Service (Partial)	means the level of Field Electrical Power Supplies – Support Service required to meet the Partial service requirement, as detailed in Contract Annex A – FEPS-S Service SoW;
FEPS-S Service Commencement Date	means the date on which the Contractor commences the FEPS-S Service (Partial) service;
FEPS-S Service SoW	means Field Electrical Power Supplies – Support Service Statement of Work, held at Annex A to the Contract;
Field Electrical Power Supplies – Support Service	means the service requirements as detailed in Contract Annex A – FEPS-S Service SoW;
Firm Price	means a price (excluding VAT) which is not subject to variation;
Fixed Price	means a price (excluding VAT) which is subject to variation in accordance with Clause 8.6 at Terms of Conditions;
Full Operating Capability (FOC)	means:

a. [INFORMATION REDACTED]

Good Industry Practice	shall mean **"**the exercise of that degree of skill, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experience contractor seeking in good faith to comply with his contractual obligations, and engaged in the same type of undertaking and under the same or similar circumstances, conditions and terms (including price) as those envisaged by the Contract;
Government Furnished Assets (GFA)	is a generic term for any MOD asset such as Equipment (GFE), Information (GFI) or Resources (GFR) issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
ILS	means Integrated Logistic Support;
Integrated Logistic Support (ILS)	means the services identified as such in Contract Annex A - Field Electrical Power Supplies – Support Service SoW;
Initial Operating Capability (IOC)	means: a. [INFORMATION REDACTED]
JSP 886	means Joint Service Publication document no. 886. JSP 886 is a repository for Joint Support Chain (JSC) policy, processes and guidance, and has been replaced by the DLF;
Land Fleet Requirement	means the FEPS-S generators within the FEPS-S support contract, as referenced in section 1 at Annex N (GFE);
Mandatory Equipment Inspection (MEI)	means an annual inspection to confirm road / role worthiness of wheeled vehicles, Non-Roadgoing Mobile Machinery and other equipments, or Six-Monthly Mandatory Equipment Inspection on road-going tracked vehicles. This is regulated and governed by the Defence Safety Authority (DSA);
Material Condition (MAT CON)	means the code used to describe the condition of an FEPS-S spares (A1, A2, E0, Disposal). The code will indicate the grading given to an item or materiel based on the consideration of its degree of physical serviceability. The codes are also used by the Service Unit and the Authority;
MOD location/establishment	means, for the purpose of Equipment Delivery, the location within UK mainland and Northern Ireland to which any equipment is to be delivered. A non-exhaustive list is held at Appendix i to Annex E (FEPS-S ToR);
Non-serviceable Condition	means the Asset is not in a suitable operational condition to be used in accordance with the respective Equipment AESPs;
Non-serviceable Fleet	means the identified Assets as referenced in section 1.4 of Annex N - GFA;
Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see DEFFORM 111;
Pool Holding	means the identified Assets that will be transferred to the Contractor at Contract Award, as referenced in section 1.3 of Annex N – GFA;

Post Design Services (PDS)	shall mean further development work undertaken after drawings have been certified, and after acceptance into service to assess Authority originated System Requirements/Technical Requirements changes or product build standards. As according to Defence Logistics Framework (formally JSP886 Vol 5 Part 2a Technical Support Management - Configuration Management Land Modifications);
Prime Contractor	means the Contractor, who shall accordingly be responsible to the Authority, subject to the provisions of the Contract, for the timely, economic, and proper execution of the Contract;
Purple Gate	means the point of handover between the Authority and the Contractor for spares (and other equipment by exception). The physical location shall be determined in accordance with Ministry of Defence Policy Defence Logistics Framework (Joint Service Publication 886, Volume 3, part 3, "The Purple Gate") and shall include but not be limited to [INFORMATION REDACTED];
Residual Fleet	means the identified Assets from which components shall be salvaged, as referenced in section 2 at Annex N (GFE);
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 Clause 1 (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;
Service Credits	means the amount that the Contractor shall credit or pay to the Authority in the event of a failure by the Contractor to meet the agreed Service Levels as set out/referred to in Clause 9.5 of the Terms and Conditions;
Service Unit	means the location of, or specified by, an Authorised Demander;
Serviceable Condition	means the Asset is in a suitable operational condition to be used in accordance with the respective Equipment AESPs;
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 Clause 1 (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;
Start-Up Phase	means the period from the Effective Date of the Contract until the FEPS-S Service Commencement Date, and includes the activities provided under Items 1 and 2 as per Clause 1 (Schedule of Requirements) of the Contract;
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;
Supply Chain Pipeline Time	reflects the expected overall elapsed time from a demand for materiel entering the supply chain to the arrival of the items at the delivery location. SCPT is made up of Demand Transmission Time (DTT), Demand Processing Time (DPT), Materiel Handling Time (MHT) and Time for Distribution (TFD);

Support Manager	means the individual Point of Contact set by the Contractor to manage the day-to-day delivery of the service;
Swivel Chair	means the common interface work-around that involves manually entering data into one system and then entering the same data into another system;
Term	means the period commencing on the date on which this Contract is signed and ending 30 June 2029 or on earlier termination of this Contract;
The Terms and Conditions	means the Clauses set out in the Contract;
Transition	shall be used to describe the specific activities involving the movement of equipment and/or capabilities to/from the Contractor's premises. This definition is for the purposes of the Annex X – Exit Management Plan, and Annex H, Appendix i - Transition Management Plan;
Unit	means "Service Unit";
Unit-to-Unit	means the process of equipment being moved directly from one Authorised Demander to another, to satisfy a Demand;
UOM	means Unit of Measurement;
U-U	means "Unit-to-Unit".