

**CROWN COMMERCIAL SERVICE**

**AND**

**SUPPLIER**

**WORKPLACE SERVICES CONTRACT**

**(FM MARKETPLACE PHASE 2)**

**REF: RM6089**

## JOINT SCHEDULE 1

### DEFINITIONS

- 1.1 In each Contract, unless the context otherwise requires, capitalised expressions shall have the meanings set out in this Joint Schedule 1 (Definitions).
- 1.2 If a capitalised expression does not have an interpretation in this Schedule it shall, in the first instance, be interpreted in accordance with the common interpretation within the relevant market sector/industry where appropriate. Otherwise, it shall be interpreted in accordance with the dictionary meaning.
- 1.3 In each Contract, unless the context otherwise requires:
- 1.3.1 the singular includes the plural and vice versa;
  - 1.3.2 reference to a gender includes the other gender and the neuter;
  - 1.3.3 references to a person include an individual, company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or Crown Body;
  - 1.3.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
  - 1.3.5 the words "**including**", "**other**", "**in particular**", "**for example**" and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words "**without limitation**";
  - 1.3.6 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly;
  - 1.3.7 references to "**representations**" shall be construed as references to present facts, to "**warranties**" as references to present and future facts and to "**undertakings**" as references to obligations under the Contract;
  - 1.3.8 references to "**Clauses**" and "**Schedules**" are, unless otherwise provided, references to the clauses and schedules of the Core Terms and references in any Schedule to parts, paragraphs, annexes and tables are, unless otherwise provided, references to the parts, paragraphs, annexes and tables of the Schedule in which these references appear;
  - 1.3.9 references to "**Paragraphs**" are, unless otherwise provided, references to the paragraph of the appropriate Schedules unless otherwise provided; and
  - 1.3.10 references to a series of Clauses or Paragraphs shall be inclusive of the clause numbers specified.
  - 1.3.11 the headings in each Contract are for ease of reference only and shall not affect the interpretation or construction of a Contract.

1.4 The key dates in each Contract are as depicted in Figure J1 below and described below.

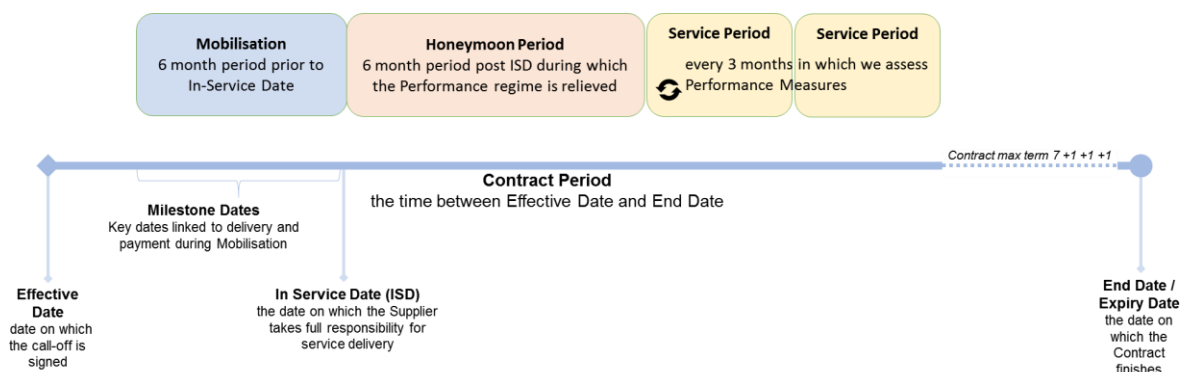


Figure J1. Key Contract Dates.

1.5 In each Contract, unless the context otherwise requires, the following words shall have the following meanings:

DEFINITION	MEANING
<b>“Acceptable Level of Performance” (ALP)</b>	means in relation to a Performance Measure, the level of performance below which none of the At Risk Profit is paid.
<b>“Accessed Contracts”</b>	Government Frameworks which are available to the Buyer and which the Buyer can grant access to the Supplier, as per paragraph 1 of Call-Off Schedule 4 (FM).
<b>Access Control Systems</b>	A system for controlling physical access to an Asset.
<b>"Achieve"</b>	in respect of a Test, to successfully pass such Test without any Test Issues and in respect of a Milestone, the issue of a Satisfaction Certificate in respect of that Milestone and <b>"Achieved"</b> , <b>"Achieving"</b> and <b>"Achievement"</b> shall be construed accordingly.
<b>“ACOP L8”</b>	The Legionnaires' disease Approved Code of Practice (ACOP) (L8) is aimed at duty holders including employers, those in control of premises and those with health and safety responsibilities for others, to help them comply with their legal duties in relation to legionella.
<b>"Actuary"</b>	a Fellow of the Institute and Faculty of Actuaries.
<b>"Additional Insurances"</b>	insurance requirements relating to a Call-Off Contract specified in the Order Form additional to those outlined in Schedule J3 (Insurance Requirements) and Call Off Schedule 11.
<b>"Admin Fees"</b>	“Admin Fees” means the costs incurred by CCS in dealing with MI Failures calculated in accordance with the tariff of administration charges published by the CCS on:

	<a href="http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees">http://CCS.cabinetoffice.gov.uk/i-am-supplier/management-information/admin-fees</a> .
<b>"Administering Authority"</b>	<b>NOT USED</b> in relation to the Fund [insert name], the relevant Administering Authority of that Fund for the purposes of the Local Government Pension Scheme Regulations 2013.
<b>"Admission Agreement"</b>	<p>CSPS Admission Agreement:</p> <ul style="list-style-type: none"> <li>an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services.</li> </ul> <p>LGPS Admission Agreement:</p> <ul style="list-style-type: none"> <li>an admission agreement within the meaning in Schedule 1 of the Local Government Pension Scheme Regulations 2013.</li> </ul> <p>MOD Admission Agreement:</p> <ul style="list-style-type: none"> <li>means in relation to the Contractor or a Sub-contractor an agreement made (or to be made) between (1) The Minister for the Cabinet Office (2) the Contractor or the Sub-contractor, as the case may be, and (3) the Buyer relating to the participation of the Contractor or the Sub-contractor, as applicable, in the Schemes for the benefit of those of the Former Buyer Employees who are for the time being employed by the Contractor or the Sub-contractor, as applicable, and which is in the form set out in Annex A to this Schedule.</li> </ul>
<b>"Active Member"</b>	means an individual who has been admitted to and remains in active membership of any of the Schemes.
<b>"Affected Employee"</b>	means an employee of the Supplier (or, if relevant, a notified Sub-Contractor) who is at risk of redundancy as a result of either of the occurrence of either of the events set out in paragraph 2.1 Call Off Schedule 23.
<b>"Affected Party"</b>	the party seeking to claim relief in respect of a Force Majeure Event.
<b>"Affected Property"</b>	the property of the Buyer or others which is affected by the work of the Supplier or used by the Supplier in providing the service and which is identified in the Contract Data.
<b>"Affiliates"</b>	in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time.
<b>"AIM"</b>	The Asset Information Model or AIM is a term used to describe the collated set of information gathered from all sources that supports the ongoing management of an asset. It is managed within a common data environment (CDE).

<b>"Air Operating Surfaces"</b>	Surfaces upon which aircraft operate, including airfield pavements and comprising different types of Level 2 Assets - runways, helicopter air landing strips or helipads, taxiways and apron. Air operating Surfaces may include grassed areas.
<b>"Airfield Pavement Maintenance"</b>	The component of Maintenance Services that covers the service requirements of airfields including Air Operating Surfaces.
<b>"Allocations"</b>	Buyer process for the allocation of Buyer Premises to applicants.
<b>"Alpha"</b>	means the public service pension scheme for civil servants established under the Public Services Pensions Act 2013 introduced with effect on and from 1 April 2015 (and includes, unless the context otherwise requires, any successor scheme).
<b>"Alternative Dispute Resolution (ADR)"</b>	means alternative ways to resolve disputes that involve the use of an external third party.
<b>"Annex"</b>	extra information which supports a Schedule.
<b>"Annual Budget Cycle" or "ABC"</b>	the Defence annual budget setting process.
<b>"Appointee"</b>	(for the purposes of Call Off Schedule 19 Collateral Warranty Agreements) means the Beneficiary or any Appointee or Nominee of the Beneficiary notified in writing by the Beneficiary to the Subcontractor.
<b>"Applications"</b>	Request for occupancy of Buyer Premises issued to the Buyer.
<b>"Application Programming Interface"</b>	A set of functions and procedures allowing the creation of applications that access the features or data of an operating system, application, or other service.
<b>"Approval"</b>	the prior written consent of the Buyer and <b>"Approve"</b> and <b>"Approved"</b> shall be construed accordingly.
<b>"Approved Codes of Practice"</b>	Guidance with specific legal standing. They deal with a wide range of hazardous materials and working practices. Employers who are prosecuted for a breach and safety law, who have not followed an ACOP, are likely to be found at fault by the courts.
<b>"Approved Documents"</b>	means the application of MOD Building Regulation's Compliance System (PI 02/10) for approval of Approved Documents, Technical Handbooks or Technical Booklets as mandated design solutions that must be applied unless a Determination is granted by the Principal Surveyor – Building Standards.
<b>"Aquatrine"</b>	is the MOD's GB-wide water and wastewater Public Private Partnership (PPP) project. Aquatrine provides water and

	wastewater services and manages environmental risk across the Defence Estate.
<b>Area Custodian</b>	The person appointed by the Head of Establishment to compile the hazard register(s) for their 4C's Area(s) of responsibility and to communicate and co-ordinate on health and safety matters with any visiting staff and Suppliers, prior to work commencing.
<b>"Ascertained Costs"</b>	the time and material costs that are properly and reasonably incurred for the purposes of achieving a Deliverable (normally used in the context of a Value Band 1 Billable Work), including: (1) wages and salaries constituting a direct charge to the work to be performed under the Contract, including work in respect of the provision of special jigs and tools; (2) materials, bought-out parts and sub-contracted work including such costs in respect of the provision of special jigs and tools; (3) any overhead and administration charges that may be appropriate to this deliverable that are not already paid for by the Buyer under the Contract; and (4) a sum for profit to be agreed and specified in the Contract.
<b>"Asset"</b>	any item or equipment owned by the Buyer which is maintained as part of the Services. Assets are further defined at Levels (where Level 0 is summary establishment information; Level 1 is an Establishment or Site; Level 2 is a Building; Level 3 is a System and Level 4 is a Sub-System).
<b>Asset Information Model</b>	A model that compiles the data and information necessary to support asset management. It provides all the data and information related to or required for the operation of an asset.
<b>Asset Information Requirements</b>	The information required for an Asset Information Model is defined in the Asset Information Requirements (AIR). This should be developed from Organisational Information Requirements (OIR). OIR describe the information required by an organisation for asset management systems and other organisational functions. That is, they are organisational-level information requirements rather than task specific, asset-level AIR.
<b>"Assessed Value"</b>	is the estimated value of the Call-Off Contract, used in order to determine the appropriate Lot, and is calculated by using the average of the following inputs provided by the Buyer (where available): (1) Unit of Measure of Deliverables required; (2) current costs or estimated annual costs; (3) benchmarked costs.
<b>"Associated Company"</b>	any associated company of the Supplier from time to time within the meaning of Section 449 of the Corporate Tax Act

	2010 or any subordinate legislation and any parent undertaking or subsidiary undertaking of the Supplier from time to time within the meaning of section 1162 Companies Act 2006 and it is further agreed that where the ownership of shares in any such undertaking have been pledged or transferred to a third party by way of security, the original parent shall still be considered a member of the subsidiary undertaking.
<b>"At Risk Profit"</b>	the total level of profit identified in the Order Form, to be exposed to the Performance Management Mechanism, comprising the Fixed Profit plus Variable Profit.
<b>"Audit"</b>	<p>the Relevant Authority's right to:</p> <ul style="list-style-type: none"> <li>a) verify the accuracy of the Charges and any other amounts payable by a Buyer under a Call-Off Contract (including proposed or actual variations to them in accordance with the Contract);</li> <li>b) verify the costs of the Supplier (including the costs of all Subcontractors and any third-party suppliers) in connection with the provision of the Services;</li> <li>c) verify the Open Book Data;</li> <li>d) verify the Supplier's and each Subcontractor's compliance with the applicable Law;</li> <li>e) identify or investigate actual or suspected breach of Clauses 29 to 35 and/or Joint Schedule 5 (Corporate Social Responsibility), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Relevant Authority shall have no obligation to inform the Supplier of the purpose or objective of its investigations;</li> <li>f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, any Guarantor, and/or any Subcontractors or their ability to provide the Deliverables;</li> <li>g) obtain such information as is necessary to fulfil the Relevant Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Controller and Auditor General;</li> <li>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</li> <li>i) carry out the Relevant Authority's internal and statutory audits and to prepare, examine and/or certify the Relevant Authority's annual and interim reports and accounts;</li> </ul>



	<p>j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Relevant Authority has used its resources;</p> <p>k) verify the accuracy and completeness of any Management Information delivered or required by the Framework Contract.</p>
<b>"Auditor"</b>	<p>a) the Buyer's internal and external auditors;</p> <p>b) the Buyer's statutory or regulatory auditors;</p> <p>c) the Controller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</p> <p>d) HM Treasury or the Cabinet Office;</p> <p>e) any party formally appointed by the Buyer to carry out audit or similar review functions; and</p> <p>f) successors or assigns of any of the above.</p>
<b>"Authorising Engineers (AE) and Authorised Persons (AP)"</b>	an independent engineer or other appropriately experienced and qualified individual appointed to take responsibility for the effective management of the safety guidance associated with a Permit to Work System.
<b>"Authority"</b>	CCS and each Buyer.
<b>"Authority Cause"</b>	any breach of the obligations of the Relevant Authority (but not any other Authority) or any other default, act, omission, negligence or statement of the Relevant Authority, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Relevant Authority is liable to the Supplier; but for the avoidance of doubt this shall not include any other Contracting Authority.
<b>"Backdoor Training Areas"</b>	a parcel of land, normally situated within or adjacent to an Establishment or Garrison and which is utilised by a Unit for training.
<b>"Backlog Maintenance"</b>	means Assets that are not in a safe and legal condition at ISD.
<b>"BACS"</b>	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom.
<b>Back of House</b>	Areas out of sight from the public, rear of buildings
<b>"Balanced Score Card"</b>	has the meaning given to it in Call-Off Schedule 14 (Performance Management).
<b>"Baseline Monthly Payment"</b>	means the payment payable in respect of a Service Month as set by reference to Call Off Schedule 5 (Pricing).
<b>"BCDR Plan"</b>	shall contain the information as per Call Off Schedule 8.
<b>"Benchmarked Rates"</b>	the Charges for the Benchmarked Deliverables.



<b>“Benchmarker”</b>	a neutral and independent third party with knowledge and experience of financial matters in relation to the Benchmarked Deliverables.
<b>“Benchmark Review”</b>	a review of the Deliverables carried out in accordance with Call-Off Schedule 16 (Benchmarking) to determine whether those Deliverables represent Good Value.
<b>“Benchmarked Deliverables”</b>	any Deliverables included within the scope of a Benchmark Review pursuant to Call Off Schedule 16.
<b>"Beneficiary"</b>	a Party having (or claiming to have) the benefit of an indemnity under this Contract.
<b>“Beyond Economic Repair”</b>	has the meaning given to it in paragraph 29.8 of Framework Schedule 1 (Specification).
<b>"Billable Works"</b>	mean Deliverables including Small Works, Projects, and Reactive Maintenance Works in excess of the Inclusive Repair Threshold but excluding Reactive Maintenance Works below the Inclusive Repair Threshold or Deliverables that become billable due to falling into the exclusions identified in paragraph 2.6 of Call Off Schedule 5. For the avoidance of doubt, Billable Works are raised in accordance with the Billable Works and Approval Process and are not included in the Baseline Monthly Payment.
<b>"Billable Works and Approval Process"</b>	means the process described as such in Framework Schedule 1 (Specification) - Appendix 3 – Billable Works and Approvals Process.
<b>"Billable Works Management Uplift"</b>	the maximum permitted rate of uplift as set out in the Pricing Matrix.
<b>“BIM Documents”</b>	means the BIM Model Production and Delivery Table and the BIM Information Requirements.
<b>“BIM Information Manager”</b>	means the person having responsibility for managing and maintaining the building information model in this Contract as identified in the BIM Information Requirements.
<b>“BIM Information Requirements”</b>	the document set out in Annex A of Call-Off Schedule 4.
<b>“BIM Model Production and Delivery Table”</b>	the building information model production and delivery table set out in Call-off Schedule 4.
<b>"Breach of Security"</b>	the occurrence of:  (a) any unauthorised access to or use of the Deliverables, the Sites and/or any Information and Communication Technology ("ICT"), information or data (including the Confidential Information and the Government Data) used by the Buyer and/or the Supplier in connection with this Contract; and/or

	<p>(b) the loss and/or unauthorised disclosure of any information or data (including the Confidential Information and the Government Data), including any copies of such information or data, used by the Buyer and/or the Supplier in connection with this Contract,</p> <p>in either case as more particularly set out in the Security Policy.</p>
<b>"Broadly Comparable"</b>	<p>in respect of a pension scheme, a status satisfying the condition that there are no identifiable employees who will suffer material detriment overall in terms of future accrual of pension benefits as assessed in accordance with Annex A of New Fair Deal and demonstrated by the issue by the Government Actuary's Department of a broad comparability certificate; and</p> <p>in respect of benefits provided for or in respect of a member under a pension scheme, benefits that are consistent with that pension scheme's certificate of broad comparability issued by the Government Actuary's Department,</p> <p>and <b>"Broad Comparability"</b> shall be construed accordingly.</p>
<b>Building Custodian</b>	<p>The person appointed by the Head of Establishment to compile the hazard register(s) for their 4C's Area(s) of responsibility and to communicate and co-ordinate on health and safety matters with any visiting staff and Suppliers, prior to work commencing.</p>
<b>Building Energy Management System (BEMS)</b>	<p>A computer based centralised system that helps to manage, control and monitor particular engineering services within a building or group of buildings.</p>
<b>Building Engineering Services Association (BESA)</b>	<p>Is the UK'S leading trade organisation for building engineering services contractors - representing the interests of firms active in the design, installation, commissioning, maintenance, control and management of engineering systems and services in buildings.</p>
<b>Building Services Unique Identifier</b>	<p>A unique MOD-wide serial number that is assigned to a Level 2 Asset and remains constant throughout its life.</p>
<b>Building Standards Team</b>	<p>The DIO BST means Defence Infrastructure Organisation Building Standards Team: as Subject Matter Experts in Building Surveying for DIO the Building Standards Team provides advice and guidance to all MOD customers with regard to all matters relating to the Building Regulations, associated legislation, materials and components, building pathology and the implementation of the MOD BRCS.</p>
<b>Built Asset</b>	<p>A manmade structure, normally (but not exclusively) a building, that meets the criteria for a Level 2 Built Asset. A Built Asset is separately identifiable, has a useful life in excess of one year and provides a contribution to the delivery of the output/objectives of the Establishment.</p>

<b>Built Asset Security Information Requirements (BASIR)</b>	Details the specific information security aspects of the works/maintenance to be undertaken.
<b>"Built Estate"</b>	Built Assets within the MoD Estate.
<b>"Business Continuity Plan"</b>	shall contain the information as per section 3.2 of Call Off Schedule 8.
<b>"Business Critical Events"</b>	means any event: (i) described as such in the Order Form; (ii) which relates to the immediate security or health and safety of Buyer Premises; or (iii) which triggers the invocation of the Business Continuity and Disaster Recovery Plan.
<b>"Business Day"</b>	(for the purposes of Call Off Schedule 19 Collateral Warranty Agreements) means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday.
<b>"Business Unit"</b>	means a logical element or segment of Buyer's organisation representing a specific business function.
<b>"Buyer Inputs"</b>	The range of information provided by the Buyer in order to create the Supplier Brief.
<b>"Buyer"</b>	the relevant public sector purchaser identified as such in the Order Form.
<b>"Buyer Assets"</b>	the Buyer's infrastructure, data, software, materials, assets, equipment or other property owned by and/or licensed or leased to the Buyer and which is or may be used in connection with the provision of the Deliverables.
<b>"Buyer Authorised Representative"</b>	the representative appointed by the Buyer from time to time in relation to the Call-Off Contract initially identified in the Order Form who is duly authorised by the Buyer for purposes of the provision and identified in the Relevant Contract or in any subsequent notice to act for the purposes of the provision.
<b>"Buyer Equipment"</b>	any Buyer Assets at any Site on the Start Date.
<b>"Buyer Personnel"</b>	Personnel employed by the Buyer.
<b>"Buyer Premises"</b>	premises owned, controlled or occupied by the Buyer which are made available for use by the Supplier or its Subcontractors for the provision of the Deliverables (or any of them).
<b>"Buyer Property" (Call Off Schedule 12 ICT)</b>	the property, other than real property and IPR, including the Buyer System any equipment issued or made available to the Supplier by the Buyer in connection with this Contract.
<b>"Buyer Security Representative"</b>	means the individual(s) nominated by the Buyer to liaise with the Supplier regarding Security Services.
<b>"Buyer Software"</b>	any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables.

<b>(Call Off Schedule 12 ICT)</b>	
<b>"Buyer Supplied Applications"</b>	<i>IS software supplied by the Buyer (see Schedule 28 Part 3 para 2.9)</i>
<b>"Buyer System"</b> <b>(Call Off Schedule 12 ICT)</b>	the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables.
<b>"CAFM System"</b>	the computer aided faculties management system operated by the Supplier in connection with the provision of the Deliverables.
<b>"Call Off Contract"</b>	the contract between the Buyer and the Supplier (entered into pursuant to the provisions of the Framework Contract), which consists of the terms set out and referred to in the Order Form.
<b>"Call-Off Contract Period"</b>	the Contract Period in respect of the Call-Off Contract.
<b>"Call-Off Expiry Date"</b>	the date of the end of a Call-Off Contract as stated in the Order Form.
<b>"Call-Off Guarantee"</b>	a deed of guarantee in favour of a Buyer in the form set out in the Annex to Joint Schedule 8.
<b>"Call-Off Guarantor"</b>	the person acceptable to a Buyer to give a Call-Off Guarantee.
<b>"Call-Off Incorporated Terms"</b>	the contractual terms applicable to the Call-Off Contract specified under the relevant heading in the Order Form.
<b>"Call-Off Initial Period"</b>	the Initial Period of a Call-Off Contract specified in the Order Form.
<b>"Call-Off Optional Extension Period"</b>	such period or periods beyond which the Call-Off Initial Period may be extended up to a maximum of the number of years in total specified in the Order Form.
<b>"Call-Off Procedure"</b>	the process for awarding a Call-Off Contract pursuant to Core Terms clause 2 (How the contract works) and Framework Schedule 7 (Call-Off Procedure and Award Criteria).
<b>"Call-Off Special Terms"</b>	any additional terms and conditions specified in the Order Form incorporated into the applicable Call-Off Contract.
<b>"Call-Off Start Date"</b>	the date of start of a Call-Off Contract as stated in the Order Form.
<b>"Call-Off Tender"</b>	the tender submitted by the Supplier in response to the Buyer's Statement of Requirements following a Further Competition Procedure and set out at Call-Off Schedule 22 (Call-Off Tender).
<b>"Category"</b>	means a group of related Performance Measures as described in Call-Off Schedule 14 (Performance Management)

<b>"CCS"</b>	the Minister for the Cabinet Office as represented by Crown Commercial Service, which is an executive agency and operates as a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool L3 9PP.
<b>"CCS Authorised Representative"</b>	the representative appointed by CCS from time to time in relation to the Framework Contract initially identified in the Framework Award Form.
<b>"CCS Reuse"</b>	the Crown Commercial Service's reuse service website <a href="http://cabinetoffice.gov.uk/reuseservice">http://cabinetoffice.gov.uk/reuseservice</a> used to identify spare furniture stock in other government organisations.
<b>"Censures"</b>	A formal statement that express severe disapproval
<b>"Central Government Body"</b>	<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"> <li>• Government Department;</li> <li>• Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</li> <li>• Non-Ministerial Department; or</li> <li>• Executive Agency.</li> </ul>
<b>"Change in Law"</b>	any change in Law which impacts on the supply of the Deliverables and performance of the Contract which comes into force after the Start Date.
<b>"Change of Control"</b>	a change of control within the meaning of Section 450 of the Corporation Tax Act 2010.
<b>"Charges"</b>	the prices (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Call-Off Contract less any Deductions.
<b>"Chemical Biological and Radiological (CBR)"</b>	Defined as defensive measures taken against the effects of a chemical, a biological or a nuclear weapons attack
<b>"Claim"</b>	any claim which it appears that a Beneficiary is, or may become, entitled to indemnification under this Contract.
<b>"Climate Impacts Risk Assessments"</b>	A risk assessment tool based on MODs own risk management methodology, designed to improve the resilience of MOD establishments to climate related hazards and ensure the continuity of defence outputs. It has been developed to meet MOD's business and statutory commitments.
<b>"Climate Resilience Risk Registers"</b>	A Climate Resilience Risk Register (CRRR) is an output from the Climate Impacts Risk Assessments Methodology (CIRAMS). Actions identified in an establishment's CRRR

	should be built into the establishment's existing management procedures.
<b>"Commercial Risks"</b>	are the Supplier's owned risks associated with its activities under this Contract that may have an impact on its ability to deliver within performance, cost and time - see Call-Off Schedule 32 (Risk).
<b>"Commercially Sensitive Information"</b>	the Confidential Information listed in the Framework Award Form or Order Form (if any) comprising of commercially sensitive information relating to the Supplier, its IPR or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss.
<b>"Common Core Platform"</b>	a uniform, common IS architecture supporting all end user/customer with accessible and 'evergreen' services.
<b>"Common Data Environment" or "CDE"</b>	the single source of information used to collect, manage and disseminate documentation, the graphical model and non-graphical data for the whole project team (i.e. all project information whether created in a BIM environment or in a conventional data format).
<b>"Comparable Deliverables"</b>	Deliverables that are identical or materially similar to the Benchmarked Deliverables (including in terms of scope, specification, volume and quality of performance) provided that if no identical or materially similar Deliverables exist in the market, the Supplier shall propose an approach for developing a comparable Deliverables benchmark.
<b>"Comparable Rates"</b>	rates payable by the Comparison Group for Comparable Deliverables that can be fairly compared with the Charges.
<b>"Comparable Supply"</b>	the supply of Deliverables to another Buyer of the Supplier that are the same or similar to the Deliverables.
<b>"Comparison Group"</b>	a sample group of organisations providing Comparable Deliverables which consists of organisations which are either of similar size to the Supplier or which are similarly structured in terms of their business and their service offering so as to be fair comparators with the Supplier or which, are best practice organisations.
<b>"Compensation for Persistent Performance Failure"</b>	shall have the meaning given to it in paragraph 6 of Call Off Schedule 14 (Performance Management).
<b>"Compliance Officer"</b>	the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations.
<b>"Component"</b>	any constituent parts of the Deliverables.
<b>"Component Management Plan"</b>	A plan including designated sites; protected species; local wildlife sites; habitats and species of principal importance; natural capital and ecosystem services; biodiversity offsetting



	and habitat banking opportunities and mitigation and monitoring commitments.
<b>"Condition Survey"</b>	means a periodic lease-driven survey and/or formal periodic survey.
<b>"Confidential Information"</b>	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-How, personnel and suppliers of the CCS, the Buyer or the Supplier, including IPRs, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as <b>"confidential"</b> ) or which ought reasonably to be considered to be confidential.
<b>"Conflict of Interest"</b>	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to CCS or any Buyer under a Contract, in the reasonable opinion of the Buyer or CCS.
<b>"Construction Environmental Management Plan"</b>	A plan outlining how a construction project will avoid, minimise or mitigate effects on the environment and surrounding area.
<b>"Construction Operations Building Information Exchange"</b>	Structured facility information for the commissioning, operating and maintenance of a project often in a neutral spreadsheet format that will be used to supply data to the Buyer or operator to populate decision-making tools, facilities management and asset management systems.
<b>"Consumables"</b>	goods that are used up/worn out and need to be replaced often to maintain Asset functionality.
<b>"Contract"</b>	either the Framework Contract or the Call-Off Contract, as the context requires.
<b>"Continuous Improvement Plan"</b>	a plan for improvements in delivery, income generation and gainshare as defined in Call-Off Schedule 3 (Continuous Improvement).
<b>"Contract Exit"</b>	Contract Exit occurs at the end of the contract's life when the Supplier hands over their contractual duties to the incoming contractor. The Supplier shall ensure compliance with all Buyer rules, regulations and policies during mobilisation, for the duration of the Contract and for any residual responsibilities following Contract Exit.
<b>"Contracts Finder"</b>	the Government's publishing portal for public sector procurement opportunities.
<b>"Contract Period"</b>	the term of either a Framework Contract or Call-Off Contract from the earlier of the: <ul style="list-style-type: none"> <li>• applicable Start Date; or</li> <li>• the Effective Date;</li> <li>• until the applicable End Date.</li> </ul>



<b>"Contract Value"</b>	the higher of the expected Contract value and the total. Charges paid or payable under a Contract where all obligations are met by the Supplier;
<b>"Contract Year"</b>	a consecutive period of twelve (12) Months commencing on the Start Date or each anniversary thereof.
<b>"Control"</b>	control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and <b>"Controlled"</b> shall be construed accordingly.
<b>"Controller"</b>	has the meaning given to it in the GDPR.
<b>"Core Services"</b>	the Core Services are defined in Parts 1 to 11 of the Call-Off Schedule 28 (Call-Off Specification) including the relevant regional variation Annex to Part 6.
<b>"Core Terms"</b>	CCS' standard terms and conditions for common goods and services which govern how Supplier must interact with CCS and Buyers under Framework Contracts and Call-Off Contracts.
<b>"Core Working Hours"</b>	the normal working hours of the Establishment.
<b>"Corporate Overhead"</b>	has the meaning given to it in Overhead
<b>"Costs"</b>	<p>the following costs (without double recovery) to the extent that they are reasonably and properly incurred by the Supplier in providing the Deliverables:</p> <p>the cost to the Supplier or the Key Subcontractor (as the context requires), calculated per Man Day, of engaging the Supplier Staff, including:</p> <ul style="list-style-type: none"> <li>base salary paid to the Supplier Staff;</li> <li>employer's National Insurance contributions;</li> <li>pension contributions;</li> <li>car allowances;</li> <li>any other contractual employment benefits;</li> <li>staff training;</li> <li>work place accommodation;</li> <li>work place IT equipment and tools reasonably necessary to provide the Deliverables (but not including items included within limb (b) below); and</li> <li>reasonable recruitment costs, as agreed with the Buyer;</li> </ul> <p>costs incurred in respect of Supplier Assets which would be treated as capital costs according to generally accepted accounting principles within the UK, which shall include the cost to be charged in respect of Supplier Assets by the Supplier to the Buyer or (to the extent that risk and title in any Supplier Asset is not held by the Supplier) any cost</p>

	<p>actually incurred by the Supplier in respect of those Supplier Assets;</p> <p>operational costs which are not included within (a) or (b) above, to the extent that such costs are necessary and properly incurred by the Supplier in the provision of the Deliverables;</p> <p>Reimbursable Expenses to the extent these have been specified as allowable in the Order Form and are incurred in delivering any Deliverables;</p> <p>but excluding:</p> <p>Overhead;</p> <p>financing or similar costs;</p> <p>maintenance and support costs to the extent that these relate to maintenance and/or support Deliverables provided beyond the Call-Off Contract Period whether in relation to Supplier Assets or otherwise;</p> <p>taxation;</p> <p>finances and penalties;</p> <p>amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</p> <p>non-cash items (including depreciation, amortisation, impairments and movements in provisions);</p>
<b>"Credits"</b>	are elements of At Risk Profit which are paid as a result of performance according to Call-Off Schedule 14 (Performance Management).
<b>"Credit Rating Threshold"</b>	the minimum credit rating level for the Supplier, the Framework Guarantor or Call-Off Guarantor and for each Key Subcontractor (if applicable), as set out in Annex 2 of Joint Schedule 7.
<b>"Critical National Infrastructure"</b>	Is a term used to describe assets that are essential for the functioning of a society and economy
<b>"Crown Body"</b>	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf.
<b>"CRTPA"</b>	the Contract Rights of Third Parties Act 1999.
<b>"CSM Risk Assessment Process"</b>	means the risk assessment process which forms part of the Cyber Security Model and is used to measure the Cyber Risk Level for this Contract and any Sub-Contract.

<b>"CSM Supplier Assurance Questionnaire"</b>	means the supplier assessment questionnaire which forms part of the Cyber Security Model and is to be used by the Supplier to demonstrate compliance with Paragraph 19 of Call Off Schedule 17 MoD Terms.
<b>"CSPS"</b>	the Principal Civil Service Pension Scheme available to Civil Servants and employees of bodies under Schedule 1 of the Superannuation Act 1972 (and eligible employees of other bodies admitted to participate under a determination under section 25 of the Public Service Pensions Act 2013), as governed by rules adopted by Parliament; the Partnership Pension Account and its (i) Ill health Benefits Scheme and (ii) Death Benefits Scheme; the Civil Service Additional Voluntary Contribution Scheme; the Designated Stakeholder Pension Scheme (which is scheduled to close to new members in September 2018) and "alpha" introduced under The Public Service (Civil Servants and Others) Pensions Regulations 2014.
<b>"CSPS Admission Agreement"</b>	an admission agreement in the form available on the Civil Service Pensions website immediately prior to the Relevant Transfer Date to be entered into for the CSPS in respect of the Services.
<b>"CSPS Eligible Employee"</b>	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the CSPS Admission Agreement.
<b>"Cyber Risk Level"</b>	means the level of Cyber Risk relating to this Contract or any Sub-Contract assessed in accordance with the Cyber Security Model.
<b>"Cyber Security Implementation Plan"</b>	means the plan to manage Cyber Risk controls, not limited to any risk-balance case and mitigation measures required by the Buyer.
<b>"Cyber Security Incident"</b>	means an event, act or omission which gives rise or may give rise to: (a) unauthorized access to an information system or electronic communications network; (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.
<b>"Cyber Security Instructions"</b>	means DEFSTAN 05-138, together with any relevant ISN and specific security instructions relating to this Contract issued by the Buyer to the Supplier.

<b>"Cyber Security Model" or "CSM"</b>	mean the process by which the Buyer ensures that MOD Identifiable Information is adequately protected from Cyber Incident and includes the CSM Risk Assessment Process, DEFSTAN 05-138 and the CSM Supplier Assurance Questionnaire.
<b>"Data"</b>	means any data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media.
<b>"Data Dictionary"</b>	A set of information describing the contents, format, and structure of a database and the relationship between its elements, used to control access to and manipulation of the database.
<b>"Data Exchange"</b>	An exchange of Contract data in accordance with the data management requirements.
<b>"Data Loss Event"</b>	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.
<b>"Data Management Plan"</b>	Is a formal document that outlines how data is to be handled both during a research project and after the project is completed.
<b>"Data Protection Impact Assessment"</b>	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
<b>"Data Protection Legislation"</b>	(a) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (b) the Data Protection Act 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy (c) all applicable Law about the processing of personal data and privacy.
<b>"Data Protection Officer"</b>	has the meaning given to it in the GDPR.
<b>"Data Subject"</b>	has the meaning given to it in the GDPR.
<b>"Data Subject Access Request"</b>	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
<b>"Deductions"</b>	all KPI Credits, Delay Payments or any other deduction which the Buyer is paid or is payable to the Buyer under a Call-Off Contract.
<b>"Default"</b>	(a) any Performance Failure, including for the avoidance of doubt, a Persistent Performance Failure (b) a Supplier Non-Performance

	(c) any breach of the obligations of the Supplier (including abandonment of a Contract in breach of its terms) or any other default (including material default), act, omission, negligence or statement of the Supplier, of its Subcontractors or any Supplier Staff howsoever arising in connection with or in relation to the subject-matter of a Contract and in respect of which the Supplier is liable to the Relevant Authority.
<b>"Default Management Charge"</b>	has the meaning given to it in Paragraph 7.1.1 of Framework Schedule 5 (Management Charges and Information).
<b>"Defect" (Call Off Schedule 12 ICT)</b>	any of the following:  (a) any error, damage or defect in the manufacturing of a Deliverable; or  (b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or  (c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call-Off Contract; or  (d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract.
<b>"Defence Brand Portal"</b>	MOD online portal explaining how the Ministry of Defence applies the HM government identity system and outlines the rules that must be adhered to when using the system. The system is designed to provide a cohesive and consistent approach to branding within the Ministry of Defence and its agencies, arms-length bodies.
<b>"Defence Related Environmental Assessment Methodology"</b>	Is an environmental performance assessment tool for new build and refurbishment projects enabling the Buyer to meet its policy requirements whilst ensuring clients, designers and project managers deal positively with environmental issues.
<b>"DEFSTAN 05-99"</b>	means the Defence Standard 05-99 (Engineering standards) as amended or replaced from time to time.
<b>"DEFSTAN 05-138"</b>	means the Defence Standard 05-138 (Cyber-security for defence suppliers) as amended or replaced from time to time.
<b>"Delay"</b>	(a) a delay in the Achievement of a Milestone by its Milestone Date; or;

	(b) a delay in the design, development, testing or implementation of a Deliverable by the relevant date set out in the Mobilisation Plan.
<b>"Delay Payments"</b>	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Mobilisation Plan.
<b>"Deliverables"</b>	Goods and/or Services and/or Installation Works that may be ordered under the Contract including the associated Documentation.
<b>"Deliverable Item"</b>	an item or feature in the supply of the Deliverables delivered or to be delivered by the Supplier at or before a Milestone Date listed in the Mobilisation Plan.
<b>"Delivery"</b>	delivery of the relevant Deliverable or Milestone in accordance with the terms of a Call-Off Contract as confirmed and accepted by the Buyer by either (a) confirmation in writing to the Supplier; or (b) where Call-Off Schedule 13 (Mobilisation Plan and Testing) is used, issue by the Buyer of a Satisfaction Certificate. <b>"Deliver"</b> and <b>"Delivered"</b> shall be construed accordingly.
<b>"Developed Vetting (DV)"</b>	A level of personal security standard.
<b>"Direction Letter"</b>	an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) and issued to the Supplier or a Subcontractor of the Supplier (as appropriate) relating to the terms of participation of the Supplier or Subcontractor in the NHSPS in respect of the NHSPS Eligible Employees.
<b>"DIO Flexible Framework"</b>	The Buyers self-assessment tool used to guide the embedding of Sustainable Development into the Supplier's activities and acquisition.
<b>"Disabled Refuge Station"</b>	Is a relatively safe temporary waiting area, located within a building to aid the evacuation of all people as safely as possible.
<b>"Disaster"</b>	the occurrence of one or more events which, either separately or cumulatively, mean that the Deliverables, or a material part thereof will be unavailable (or could reasonably be anticipated to be unavailable) for the period specified in the Order Form (for the purposes of this definition the <b>"Disaster Period"</b> ).
<b>"Disaster Recovery Deliverables"</b>	the Deliverables embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster.
<b>"Disaster Recovery Plan"</b>	the plan that contains the information required as per paragraph 4.2 of Section 4 of Call Off Schedule 8.



<b>"Disaster Recovery System"</b>	the system embodied in the processes and procedures for restoring the provision of Deliverables following the occurrence of a Disaster.
<b>"Disclosing Party"</b>	the Party directly or indirectly providing Confidential Information to the other Party in accordance with Core Terms clause 15 (what you must keep confidential).
<b>"Dispute"</b>	any claim, dispute or difference arises out of or in connection with the Contract or in connection with the negotiation, existence, legal validity, enforceability or termination of the Contract, whether the alleged liability shall arise under English law or under the law of some other country and regardless of whether a particular cause of action may successfully be brought in the English courts.
<b>"Dispute Resolution Procedure"</b>	the dispute resolution procedure set out in Core Terms clause 34 (Resolving Disputes).
<b>"Documentation"</b>	<p>descriptions of the Services and KPIs, technical specifications, user manuals, training manuals, operating manuals, process definitions and procedures, system environment descriptions and all such other documentation (whether in hardcopy or electronic form) is required to be supplied by the Supplier to the Buyer under a Contract as:</p> <ul style="list-style-type: none"> <li>• would reasonably be required by a competent third party capable of Good Industry Practice contracted by the Buyer to develop, configure, build, deploy, run, maintain, upgrade and test the individual systems that provide the Deliverables;</li> <li>• is required by the Supplier in order to provide the Deliverables; and/or</li> <li>• has been or shall be generated for the purpose of providing the Deliverables.</li> </ul>
<b>"Documents"</b>	(for the purposes of Call Off Schedule, 19 Collateral Warranty Agreements) means all drawings, CAD materials, plans, designs, diagrams, details, specifications, technical data (including asset data and all other data held in the CAFM system, including paper based data that is held on documentation which has been delivered as part of the Deliverables), bills of quantities, reports and other design information which have been or are hereafter written, prepared or provided by or on behalf of the Supplier for any purpose whatsoever in connection with the Deliverables.
<b>"DOTAS"</b>	the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained



	in Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions.
<b>"DSTL" or "Dstl"</b>	Defence Scientific and Technical Laboratories.
<b>"Due Diligence Information"</b>	information supplied to the Supplier by or on behalf of the Authority prior to the Start Date that identifies Level 2 assets.
<b>"Early Retirement Right"</b>	(for the purposes of Call Off Schedule 23, Redundancy Surcharge) any right to retirement benefit arising on termination for redundancy, whether such benefit is reduced or otherwise and whether such right arises on retirement or otherwise.
<b>"Effective Date"</b>	the date on which the final Party has signed the Contract.
<b>"EIR"</b>	the Environmental Information Regulations 2004.
<b>"Electronic Information"</b>	means all information generated, processed, transferred or otherwise dealt with under or in connection with the Contract, including but not limited to Data, recorded or preserved on any information system or electronic communications network.
<b>"Emergency Maintenance" (Call Off Schedule 12 ICT)</b>	ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault.
<b>"Employee Liability"</b>	<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 including in relation to the following:</p> <ul style="list-style-type: none"> <li>(a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</li> <li>(b) unfair, wrongful or constructive dismissal compensation;</li> <li>(c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;</li> <li>(d) compensation for less favourable treatment of part-time workers or fixed term employees;</li> <li>(e) outstanding debts and unlawful deduction of wages including any PAYE and National Insurance Contributions in relation to payments made by the Buyer or the Replacement Supplier to a Transferring Supplier Employee which would have been payable by the Supplier or the Subcontractor if such payment should have been made prior to the Service</li> </ul>

	<p>Transfer Date and also including any payments arising in respect of pensions;</p> <p>(f) claims whether in tort, contract or statute or otherwise;</p> <p>(g) any investigation 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.</p>
<b>"Employee Liability Information"</b>	has the same meaning as in regulation 11(2) of the Employment Regulations.
<b>"Employee List"</b>	means the list of Expected Buyer Transferees plus the information listed in Part A of Appendix 2 of Schedule 6B Part 1 for those Expected Buyer Transferees.
<b>"Employer Contributions"</b>	means the sums which are payable to the Pension Schemes in accordance with clauses 7.1.5, 7.1.7, 7.1.8 and 7.2 of the Admission Agreement in respect of the Former Buyer Employees, whether by the Supplier or a Sub-contractor. For the avoidance of doubt, the employee redundancy compensation payment amount which is taken into account under clause 7.2 of the Admission Agreement is not included as part of the pass-through under paragraph 2.1.4.
<b>"Employer Pension Contribution Cap"</b>	means the 6% maximum rate of employer pension contribution used in the calculation of the TUPE Risk Premium.
<b>"Employing Sub-contractor"</b>	means any Sub-contractor of the Supplier providing any part of the Deliverables who is or is to be the employer of a Buyer Employee, a Former Supplier Employee or an Unexpected Employee.
<b>"End Date"</b>	<p>the earlier of:</p> <p>(a) the Expiry Date (as extended by any Extension Period exercised by the Authority under Core Terms clause 10.2); or</p> <p>(b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract.</p>
<b>"End Users"</b>	any individual or group of individuals permitted by the Buyer to call for and receive the benefit of the service or the relevant Additional Services where incorporated into the Contract.
<b>"Energetics"</b>	The study of energy under transformation
<b>"Energy Master Plan (EMP)"</b>	A format used to describe energy and water spend to save opportunities.
<b>"Enforcement Orders"</b>	An Enforcement Order is a further court order effectively ordering a party to comply with a judgement or order made against them.
<b>"Environmental Management Plan"</b>	Defined as EMP, is a tool used to ensure that undue or reasonably avoidable adverse impacts of the construction,

	operation and decommissioning of a project are prevented, and that the positive benefits of the projects are enhanced.
<b>"Environmental Management System"</b>	A management system which provides a framework enabling a business to identify, monitor and control its significant environmental aspects. An EMS addresses environmental risks and prioritises the actions necessary to achieve best-practice in environmental management. It also acts as a 'control mechanism' to ensure legal compliance with environmental legislation.
<b>"Environmental Policy"</b>	refers to the requirement to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment, including any written environmental policy of the Buyer.
<b>"Equality and Human Rights Commission"</b>	the UK Government body named as such, as may be renamed or replaced by an equivalent body from time to time.
<b>"Equipment Beyond Economic Repair"</b>	see "Beyond Economic Repair".
<b>"Equivalent Data"</b>	data derived from an analysis of the Comparable Rates and/or the Comparable Deliverables (as applicable) provided by the Comparison Group.
<b>"Establishment"</b>	is either a land parcel or collection of land parcels that function as an administrative whole to provide military capability.
<b>"Establishment Specific Task Schedule"</b>	the annual programme list of Establishment-specific statutory and mandatory test and inspections derived from the Hard FM Standards and Tasks and applied to an Establishment's assets to form a rolling programme. Also contains the programme of Establishment- specific preventative maintenance.
<b>"Establishment Unique Identifier"</b>	A unique MOD-wide serial number or identifier that is assigned to an establishment and remains constant throughout its life. DIO IMS is the master system for ESTUID's
<b>"Estate"</b>	All areas and attributes of the Affected Property of the MOD.
<b>"Estate Data"</b>	Buyer's data relating to the Affected Property and the attributes of the Affected Property that is collected, maintained and supplied by the Supplier.
<b>"Estate Documents"</b>	Information relating to all Assets in the Affected Property that are controlled, curated and updated by the Supplier. This information includes, but not limited to, hard and soft copy reference documents, estate related reports and records.
<b>"Estate Risk"</b>	a risk associated with the Buyer's Premises - Defence infrastructure, facilities and premises being safe, legal and fit for purpose.

<b>“Estimated Year One Contract Charges”</b>	the anticipated total charges payable by the Supplier in the first Contract Year specified in the Call-Off Order Form.
<b>“Estimated Yearly Charge”</b>	means for the purposes of calculating each Party’s annual liability under clause 11.2 in relation to defaults:  (a) in the first Contract Year, the Estimated Year 1 Contract Charges; or  (b) in the any subsequent Contract Years, the Charges paid or payable in the previous Call-off Contract Year;  (c) after the end of the Call Off Contract, the largest Charges paid or payable in the last Contract Year during the Call Off Contract Period.
<b>“Excess Amount”</b>	any Pension Costs incurred by the Supplier or its Subcontractors in any Pension Period that exceed the Pension Base Cost.
<b>"Exclusive Assets"</b>	Supplier Assets used exclusively by the Supplier [or a Key Subcontractor] in the provision of the Deliverables.
<b>"Existing IPR"</b>	any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Contract (whether prior to the Start Date or otherwise).
<b>"Exit Information"</b>	has the meaning given to it in Paragraph <b>Error! Reference source not found.</b> of Call Off Schedule 10.
<b>"Exit Manager"</b>	the person appointed by each Party to manage their respective obligations under Call Off Schedule 10.
<b>"Expected Buyer Transferee"</b>	means an employee of the Buyer whom the Buyer considers is assigned or whose principal purpose is to provide the Services to be provided by the Supplier and/or an Employing Sub-contractor prior to the Relevant Transfer Date and who the Buyer expects to transfer to the Supplier or an Employing Sub-contractor on the Relevant Transfer Date.
<b>"Expiry Date"</b>	the Framework Expiry Date or the Call-Off Expiry Date (as the context dictates).
<b>“Explosive Ordnance Disposal”</b>	The clearance of explosive ordnance.
<b>“Explosive Store Houses”</b>	A building dedicated to the storing of munitions, or complex weapons.
<b>"Extension Period"</b>	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates.
<b>“Facilities Condition Management”</b>	The management of infrastructure assets at the optimum economic and operational condition to deliver Defence outputs.
<b>"Fair Deal Employees"</b>	those:

	<p>(a) Transferring Buyer Employees; and/or</p> <p>(b) Transferring Former Supplier Employees; and/or</p> <p>(c) employees who are not Transferring Buyer Employees or Transferring Former Supplier Employees but to whom the Employment Regulations apply on the Relevant Transfer Date to transfer their employment to the Supplier or a Subcontractor, and whose employment is not terminated in accordance with the provisions of Paragraphs 2.3.4 of Parts A or B or Paragraph 1.2.4 of Part C;</p> <p>(d) where the Former Supplier becomes the Supplier those employees</p> <p>(e) who at the Commencement Date or Relevant Transfer Date (as appropriate) are or become entitled to New Fair Deal protection in respect of any of the Statutory Schemes as notified by the Buyer.</p>
<b>"Fair Deal Schemes"</b>	means the relevant Statutory Scheme or a Broadly Comparable pension scheme.
<b>Fall Arrest System</b>	A fall protection system which involves the safe stopping of a person falling from height.
<b>"Family Accommodation"</b>	Buyer Premises allocated to Service Personnel and their families by the Buyer.
<b>"Final List"</b>	means the list of Expected Buyer Transferees as at 28 days prior to the Relevant Transfer Date, plus the information listed in Part B of Appendix 3 of this Schedule 6B Part 1 in respect of those Expected Buyer Transferees.
<b>"Financial Distress Event"</b>	<p>the occurrence or one or more of the following events:</p> <p>(a) the credit rating of the Supplier, the Framework Guarantor, Call Off Guarantor, or any Key Sub-Contractor dropping below the applicable Credit Rating Threshold;</p> <p>(b) the Supplier, the Framework Guarantor, Call Off Guarantor or any Key Sub-Contractor issuing a profits warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;</p> <p>(c) there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the Supplier, the Framework Guarantor, Call Off Guarantor, or any Key Sub-Contractor;</p> <p>(d) the Supplier, the Framework Guarantor, Call Off Guarantor, or any Key Sub-Contractor committing a material breach of covenant to its lenders;</p> <p>(e) a Key Sub-Contractor (where applicable) notifying CCS that the Supplier has not satisfied any sums properly due under a specified invoice and not subject to a genuine dispute;</p>

	<p>or any of the following:</p> <p>(f) commencement of any litigation against the Supplier, the Framework Guarantor, Call Off Guarantor, or any Key Sub-Contractor with respect to financial indebtedness or obligations under a contract;</p> <p>(g) non-payment by the Supplier, the Framework Guarantor, Call Off Guarantor, or any Key Sub-Contractor of any financial indebtedness;</p> <p>(h) any financial indebtedness of the Supplier, the Framework Guarantor, Call Off Guarantor, or any Key Sub-Contractor becoming due as a result of an event of default; or</p> <p>(i) the cancellation or suspension of any financial indebtedness in respect of the Supplier, the Framework Guarantor, Call Off Guarantor, or any Key Sub-Contractor;</p> <p>(j) in each case which CCS reasonably believes (or would be likely reasonably to believe) could directly impact on the continued performance and delivery of the Deliverables in accordance with any Call Off Contract.</p>
<b>"Financial Distress Service Continuity Plan"</b>	a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with [each Call Off] Contract in the event that a Financial Distress Event occurs.
<b>"Financial Year"</b>	is an accounting year that commences in April and completes in the following March, which is used to calculate budgets, profits and losses.
<b>"Firm Price"</b>	Firm prices are prices which are not subject to variation in any respect.
<b>"Fixed Fee TUPE Risk Premium"</b>	<p>means the amount payable on an annual basis based on the difference between:</p> <p>a) the costs to employ Transferring Former Supplier Employees, or where the Former Supplier becomes the Supplier those Former Supplier employees providing the Services at the Commencement Date and/or Transferring Buyer Employees (as the case may be); and</p> <p>b) the equivalent costs to employ staff used by the Supplier at Further Competition,</p> <p>in respect of payments due under contracts of employment in respect of the following:</p> <p>i) annual salary;</p> <p>ii) annual national insurance cost;</p> <p>iii) Annual Pension Cost;</p> <p>iv) annual life insurance cost;</p> <p>v) annual sick pay entitlement;</p>



	<p>vi) maternity/paternity costs; and</p> <p>vii) any other cost arising directly from the contract of employment of the Transferring Former Supplier Employee and or Transferring Buyer Employee,</p> <p>as set out in paragraph 3 of Call Off Schedule 6 (TUPE Surcharge).</p>
<b>“Fixed Price”</b>	Fixed prices are set at a particular point in time (e.g. when the contract is placed) and are linked to a price index. The price paid over the duration of the contract is directly related to movements of that index. Therefore, fixed prices tend to reflect the impact of sector specific inflation more accurately than firm prices, ensuring the Department does not pay a premium to the contractor to manage this inflation risk.
<b>“Fixed Profit”</b>	The total element of profit, as declared on the Order Form, that shall be paid if an Acceptable Level of Performance (ALP) is achieved for all Performance Measures.
<b>“Foreign-Key”</b>	One or more columns in a table that refers to the primary key in another table. (In relation to cryptography)
<b>"FOIA"</b>	the Freedom of Information Act 2000 as amended from time to time and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
<b>"Force Majeure Event"</b>	<p>any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:</p> <p>(a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Affected Party which prevent or materially delay the Affected Party from performing its obligations under a Contract;</p> <p>(b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;</p> <p>(c) acts of a Crown Body, local government or regulatory bodies;</p> <p>(d) fire, flood or any disaster; or</p> <p>an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:</p> <p>(e) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;</p> <p>(f) any event, occurrence, circumstance, matter, or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and</p>



	(g) any failure of delay caused by a lack of funds.
<b>"Force Majeure Notice"</b>	a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event.
<b>"Former Buyer Employee"</b>	means at any time any person whose employment with the Buyer is transferred to the Contractor or a Sub-contractor pursuant to the Employment Regulations and/or any person who is an ex-employee of the Buyer and whose employment with a Former Supplier is transferred to the Supplier or a Sub-contractor pursuant to the Employment Regulations and who is for the time being employed by the Supplier or a Sub-contractor provided that since such person was employed by the Buyer (a) he has not ceased to be eligible for membership of the Schemes; and (b) any change in his employer has been effected pursuant to the Employment Regulations.
<b>"Former Supplier"</b>	a supplier supplying the Deliverables to the Buyer before the Relevant Transfer Date that are the same as or substantially similar to the Deliverables (or any part of the Deliverables) and shall include any subcontractor of such supplier (or any subcontractor of any such subcontractor).
<b>"Forward Maintenance Register"</b>	means a schedule of equipment showing its life expectancy, repair and replacement costs based on location, environmental conditions, level of maintenance and operational hours to inform a phased replacement programme. It is sometimes known as a PPM survey and is a Register identifying short, medium and long term maintenance requirements and renewal works activities over the course of the maintenance contract, including any hand back obligations where necessary.
<b>"Forward Additional Services Plan (FASP)"</b>	A forward-looking plan that identifies Works and Preventative Maintenance over an 18 month period.
<b>"Framework Award Form"</b>	the document outlining the Framework Incorporated Terms, Framework Special Terms, and crucial information required for the Framework Contract, to be executed by the Supplier and CCS.
<b>"Framework Contract"</b>	the framework agreement established between CCS and the Supplier in accordance with Regulation 33 by the Framework Award Form for the provision of the Deliverables to Buyers by the Supplier pursuant to the OJEU Notice.
<b>"Framework Contract Period"</b>	the period from the Framework Start Date until the End Date or earlier termination of the Framework Contract.
<b>"Framework Discount Prices"</b>	means the discounted price as per the Pricing Matrix.
<b>"Framework Expiry Date"</b>	the date of the end of the Framework Contract as stated in the Framework Award Form.

<b>"Framework Guarantee"</b>	a deed of guarantee in favour of CCS and all Buyers in the form set out the Annex to Joint Schedule 8.
<b>"Framework Guarantor"</b>	any person acceptable to CCS to give a Framework Guarantee.
<b>"Framework Incorporated Terms"</b>	the contractual terms applicable to the Framework Contract specified in the Framework Award Form.
<b>"Framework Initial Period"</b>	the initial term of the Framework Contract as specified in the Framework Award Form.
<b>"Framework Optional Extension Period"</b>	such period or periods beyond which the Framework Initial Period may be extended up to a maximum of the number of years in total specified in the Framework Award Form.
<b>"Framework Price(s)"</b>	the price(s) applicable to the provision of the Deliverables set out in Framework Schedule 3 (Framework Prices).
<b>"Framework Special Terms"</b>	any additional terms and conditions specified in the Framework Award Form incorporated into the Framework Contract.
<b>"Framework Start Date"</b>	the date of start of the Framework Contract as stated in the Framework Award Form.
<b>"Framework Tender Response"</b>	the tender submitted by the Supplier to CCS and annexed to or referred to in Framework Schedule 2 (Framework Tender Response).
<b>"Front of House"</b>	Entrances or areas facing public roads and open communal areas within Service Families Accommodation areas.
<b>"Fume Cupboards"</b>	A device designed to contain or extract hazardous fumes, vapours or aerosols away from the operator to be safely discharged to the atmosphere.
<b>"Fund Actuary"</b>	the actuary to a Fund appointed by the Administering Authority of that Fund.
<b>"Fund"</b>	<b>NOT USED</b> [insert name], a pension fund within the LGPS.
<b>"Further Competition"</b>	means a competition carried out in accordance with the Further Competition Procedure.
<b>"Further Competition Award Criteria"</b>	means the criteria as defined in Annex B of Framework Schedule 7.
<b>"Further Competition Mobilisation Cost"</b>	<p>Further Competition Mobilisation Cost is priced, competed and evaluated at Further Competition.</p> <p>There is a Buyer option to select the payment term – milestone payments, single payment on completion of mobilisation, payment during first 12 months of contract, or payment through entire contract including an amortisation percentage uplift.</p> <p>The standard Mobilisation term is 6 months but is defined at Further Competition stage.</p>

<b>"Further Competition Procedure"</b>	the further competition procedure described in Framework Schedule 7 (Call-Off Procedure and Award Criteria).
<b>"Further Competition TUPE Risk Premium"</b>	<p>means the amount payable on an annual basis based on the difference between:</p> <p>a) the costs to employ Transferring Former Supplier Employees or where the Former Supplier becomes the Supplier those Former Supplier employees providing the Services at the Commencement Date and/or Transferring Buyer Employees (as the case may be); and</p> <p>b) the equivalent costs to employ staff used by the Supplier at Further Competition,</p> <p>in respect of payments due under contracts of employment in respect of the following:</p> <p>i) annual salary;</p> <p>ii) annual national insurance cost;</p> <p>iii) Annual Pension Cost;</p> <p>iv) annual life insurance cost;</p> <p>v) annual sick pay entitlement;</p> <p>vi) maternity/paternity costs; and</p> <p>vii) any other cost arising directly from the contract of employment of the Transferring Former Supplier Employee and or Transferring Buyer Employee,</p> <p>as set out in paragraph 2 of Call Off Schedule 6 (TUPE Surcharge).</p>
<b>"GDPR"</b>	the General Data Protection Regulation (Regulation (EU) 2016/679).
<b>"General Anti-Abuse Rule"</b>	the legislation in Part 5 of the Finance Act 2013; and any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid National Insurance contributions.
<b>"General Change in Law"</b>	a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply.
<b>"Geographical Boundary"</b>	means the geographical boundary coverage areas, using the relevant boundary codes, as stated in Framework Schedule 2.
<b>"GFA"</b>	means Government Furnished Assets.
<b>"Global Connectivity"</b>	Global Connectivity is a contract providing Wide Area Networks, Local Area Networks and Boundary Protection Services across Defence.

<b>"Global Operations and Security Control Centre"</b>	The GOSCC is the focus for the operation and defence of the MOD's information and communication systems.
<b>"Goods"</b>	goods specified in the Order Form that are to be purchased by the Supplier on behalf of the Buyer under a Call-Off Contract but excluding any Replacement Equipment.
<b>"Good Industry Practice"</b>	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector.
<b>"Good Practice Guide for Safe Handling and Disposal of Metalworking Fluids"</b>	Means the Good Practice Guide for Safe Handling and Disposal of Metalworking Fluids issued by United Kingdom Lubricants Association (UKLA) and the Health and Safety Executive (HSE)
<b>"Good Value"</b>	that the Benchmarked Rates are within the Upper Quartile.
<b>"Government"</b>	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and other bodies, persons, commissions or agencies from time to time carrying out functions on its behalf.
<b>"Government Buying Standards"</b>	means product specifications in line with the European Commission's Green Public Procurement initiative. The current Government Buying Standards are owned by DEFRA.
<b>"Government Data"</b>	<p>the 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, including any of the Authority's Confidential Information, and which:</p> <ul style="list-style-type: none"> <li>(a) are supplied to the Supplier by or on behalf of the Authority; or</li> <li>(b) the Supplier is required to generate, process, store or transmit pursuant to a Contract; or</li> </ul> <p>any Personal Data for which the Authority is the Data Controller.</p>
<b>"Government Frameworks"</b>	has the meaning given to it in Call-Off Schedule 4.
<b>"Government Procurement Card"</b>	<p>the Government's preferred method of purchasing and payment for low value goods or services</p> <p><a href="https://www.gov.uk/government/publications/government-procurement-card--2">https://www.gov.uk/government/publications/government-procurement-card--2</a>.</p>
<b>"Government Property"</b>	means Buyer Assets including any of the Buyer's land and buildings.

<b>"Government Soft Landings"</b>	a key element in the procurement for buildings and structures, maintaining the "golden thread" of the asset's purpose through its design, construction and operation. It encourages collaboration and communication at the earliest points with in the developing process. Extending the commitment on the part of the design and construction team to aftercare post-handover of the asset/facility and its correct, safe, secure and efficient operation in line with environmental, social, security and economic performance targets.
<b>"Greening Government Commitments"</b>	means the UK policy commitments to greening operations and procurement set by the Department for the Environment, Food and Rural Affairs (DEFRA).
<b>"Guaranteed Agreement(s)"</b>	[Redacted – Commercially Sensitive]
<b>"Guaranteed Obligations"</b>	means all obligations and liabilities of the Supplier to the Beneficiary under the Guaranteed Agreement together with all obligations owed by the Supplier to the Beneficiary that are supplemental to, incurred under, ancillary to or calculated by reference to the Guaranteed Agreement.
<b>"Guarantor"</b>	the person (if any) who has entered into a guarantee in the form set out in Joint Schedule 8 (Guarantee) in relation to this Contract.
<b>"Halifax Abuse Principle"</b>	the principle explained in the CJEU Case C-255/02 Halifax and others.
<b>"Head of Establishment"</b>	means the Buyer nominated individual responsible for an Establishment.
<b>"Health and Safety Plan"</b>	has the meaning described in Call-Off Schedule 30 (Health and Safety).
<b>"HMRC"</b>	Her Majesty's Revenue and Customs.
<b>"Honeymoon Period"</b>	has the meaning given to it in paragraph 3 of Call-Off Schedule 14 (Performance Management).
<b>"Hosting Platform"</b>	The combination of hardware, operating systems, supporting software & physical infrastructure that provides an environment that supports third-party application provisioning.
<b>"Housing Unit"</b>	a residence such as a house, apartment or flat which provides a space for occupants making up a single household to live and eat.
<b>"ICT Environment"</b>	the Buyer System and the Supplier System and any other interconnected and, or interdependent System that is referred to in the Statement of Requirement, Schedule 28.
<b>"ICT Policy"</b>	the Buyer's policy in respect of information and communications technology, referred to in the Order Form, which is in force as at the Call-Off Start Date (a copy of which

	has been supplied to the Supplier), as updated from time to time in accordance with the Variation Procedure.
<b>"Impact Assessment"</b>	<p>an assessment of the impact of a Variation request by the Relevant Authority completed in good faith, including:</p> <ul style="list-style-type: none"> <li>(a) details of the impact of the proposed Variation on the Deliverables and the Supplier's ability to meet its other obligations under the Contract;</li> <li>(b) details of the cost of implementing the proposed Variation;</li> <li>(c) details of the ongoing costs required by the proposed Variation when implemented, including any increase or decrease in the Framework Prices/Charges (as applicable), any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</li> <li>(d) a timetable for the implementation, together with any proposals for the testing of the Variation; and</li> <li>(e) such other information as the Relevant Authority may reasonably request in (or in response to) the Variation request.</li> </ul>
<b>"Improvement Notices"</b>	Health and Safety improvement notices are issued by an Health & Safety Executive when the appropriate Health & Safety law is not being adhered to and imposes a risk to serious injury or life.
<b>"Inclusive Repair Threshold"</b>	means the financial threshold as specified in the Order Form, under which the costs of individual Reactive Maintenance Works are included in the Baseline Monthly Payment and which it shall apply per event and not, for example, per trade.
<b>"Indemnifier"</b>	a Party from whom an indemnity is sought under this Contract.
<b>"Indexation"</b>	the adjustment of an amount or sum in accordance with Framework Schedule 3 (Framework Prices), the relevant Order Form and the Call-Off Schedule 5 (Pricing).
<b>"Information"</b>	has the meaning given under section 84 of the Freedom of Information Act 2000.
<b>"Information Assurance"</b>	Is the practice of assuring information and managing risks related to the use, processing, storage, and transmission of information or data and the systems and processes used for those purposes.
<b>"Information Commissioner"</b>	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies.
<b>"Information Delivery Plan"</b>	A Plan listing all the departments information deliverables.



<b>"Infrastructure Asset"</b>	An Infrastructure Asset is a manmade and maintained Asset that does not meet the criteria for a Built Asset. It is separately identifiable, has a useful life in excess of one year and provides a contribution to the delivery of the output/objectives of the Establishment with which it is associated.
<b>"Initial Period"</b>	the initial term of a Contract specified in the Framework Award Form or the Order Form, as the context requires.
<b>"Insolvency Event"</b>	<p>in respect of a person, where:</p> <p>(a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</p> <p>(b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or</p> <p>(c) a petition is presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or</p> <p>(d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or</p> <p>(e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or</p> <p>(f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or</p> <p>(g) being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or</p> <p>(h) where the person is an individual or partnership, any event analogous to those listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or</p> <p>(j) any event analogous to those listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction.</p>



<b>"Installation Works"</b>	the decommissioning, removal and disposal of Buyer Equipment, the design, manufacture, ordering, purchase, delivery, installation, testing and commissioning of Replacement Equipment undertaken in accordance with a Call Off Contract.
<b>"Integrated Attack Alarm"</b>	A barracks or site wide alarm system that is part of the force protection measures in place in Northern Ireland to warn against the threat or conduct of a terrorist attack.
<b>"Integrated Infrastructure Gateway (IIG)"</b>	A plan updated by the Supplier that details specific information relating to estate Assets at Establishment level, describing the operational outputs of the Establishment and the estate requirements to support these.
<b>"Integrated Rural Management Plan (IRMP)"</b>	A strategic land management plan for the Buyer's estate and updated by the Supplier that facilitates optimal and sustainable military training.
<b>"Intellectual Property Rights" or "IPR"</b>	<p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, goodwill, designs, Know-How, trade secrets and other rights in Confidential Information;</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction;</p> <p>(d) any technical data relating to Goods or Replacement Equipment processes or materials whether in human readable form or in machine readable form, or in any other form.</p>
<b>"Invoicing Address"</b>	the address to which the Supplier shall Invoice the Buyer as specified in the Order Form.
<b>"IPR Claim"</b>	any claim of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPR, used to provide the Deliverables or otherwise provided and/or licensed by the Supplier (or to which the Supplier has provided access) to the Relevant Authority in the fulfilment of its obligations under a Contract.
<b>"IP Materials"</b>	means all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets, guidance, instructions, toolkits, patents, patterns, and any other material provided in connection with the Contract and all updates, amendments, additions and revisions to them and any works, designs, inventions incorporated or referred to in them for any purpose relating to the Contract.

<b>"IR35"</b>	the off-payroll rules requiring individuals who work through their company pay the same tax and National Insurance contributions as an employee which can be found online at: <a href="https://www.gov.uk/guidance/ir35-find-out-if-it-applies">https://www.gov.uk/guidance/ir35-find-out-if-it-applies</a> .
<b>"In Service Date" or "ISD"</b>	In Service Date means the day, following Mobilisation, whereupon the Supplier will assume full responsibility for the contracted service delivery.
<b>"ISN"</b>	means Industry Security Notices issued by the Buyer to the Supplier whether directly or by issue on the gov.uk website at: <a href="https://www.gov.uk/government/publications/industry-security-notices">https://www.gov.uk/government/publications/industry-security-notices</a> .
<b>"Issue"</b>	A formal Issue occurs when the tolerances of delegated work are predicted to be exceeded or to have been exceeded. This triggers the escalation of the issue from one level of management to the next in order to seek a solution.
<b>"Issued Property"</b>	Buyer Assets that are issued to the Supplier by the Buyer.
<b>"Joint Service Publications"</b>	A series of Buyer publications that provides instructions and guidance
<b>"JSyCC WARP"</b>	means the Joint Security Co-ordination Centre MOD Defence Industry Warning, Advice and Reporting Point or any successor body notified by way of ISN.
<b>"Key Personnel"</b>	the individuals (if any) identified as such in the Order Form.
<b>"Key Roles"</b>	means the roles stated in the Order Form.
<b>"Key Staff"</b>	the Key Staff that will fulfil the Key Roles as listed in the Order Form.
<b>"Key Sub-Contract"</b>	each Sub-Contract with a Key Subcontractor.
<b>"Key Subcontractor"</b>	any Subcontractor: (a) which is relied upon to deliver any work package within the Deliverables in their entirety; and/or (b) which, in the opinion of CCS or the Buyer performs (or would perform if appointed) a critical role in the provision of all or any part of the Deliverables; and/or (c) with a Sub-Contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under the Call-Off Contract.
<b>"Know-How"</b>	all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Deliverables but excluding know-how already in the other Party's possession before the applicable Start Date.
<b>"Labour Count"</b>	means the total number of Transferring Former Supplier Employees and/or Transferring Employer Employees identified in the Suppliers solution.

<b>"Landlords Representatives"</b>	a person chosen or appointed to ask or speak on behalf of the landlord.
<b>"Land Parcel"</b>	A discrete area of land that is the responsibility of a single Management Group, has one tenure type and 'belongs' to one Establishment. It may contain Assets owned by one or more lodger units.
<b>"Land Parcel Unique Identifier"</b>	A unique MOD-wide serial number that is assigned to a Land Parcel, whilst its size and shape remains the same.
<b>"Law"</b>	any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements applicable to the Site and/or location of the provision of the Deliverables with which the Supplier is bound to comply.
<b>"LED"</b>	Law Enforcement Directive (Directive (EU) 2016/680).
<b>"Level 1", "Level 2", "Level 3" and Level 4"</b>	Assets are defined at Levels where Level 1 is an Establishment or Site; Level 2 is a Building; Level 3 is a System and Level 4 is a Sub-System.
<b>"LGPS"</b>	the Local Government Pension Scheme as governed by the LGPS Regulations, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the Local Government Pension Scheme.
<b>"LGPS Admission Agreement"</b>	an admission agreement within the meaning in Schedule 1 of the Local Government Pension Scheme Regulations 2013.
<b>"LGPS Admission Body"</b>	an admission body (within the meaning of Part 3 of Schedule 2 of the Local Government Pension Scheme Regulations 2013).
<b>"LGPS Eligible Employees"</b>	any Fair Deal Employee who at the relevant time is an eligible employee as defined in the LGPS Admission Agreement or otherwise any Fair Deal Employees who immediately before the Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the LGPS or of a scheme Broadly Comparable to the LGPS.
<b>"LGPS Regulations"</b>	the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) and The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS.
<b>"Licensed Software"</b>	all and any Software licensed by or through the Supplier, its Subcontractors or any third party to the Buyer for the purposes of or pursuant to this Call-Off Contract, including any Supplier Software and/or any Third Party Software.

<b>"Lifting Operations and Lifting Equipment Regulations (LOLER)"</b>	Are in place to ensure that all lifting equipment is used in a safe manner. Any business or organisation whose employees operate lifting equipment on the job are required to comply to these regulations, which come under the Health and Safety at Work Act.
<b>"Limitation Period"</b>	(for the purposes of Call Off Schedule 19 Collateral Warranty Agreements) means the period of 12 years from the date of completion of the Deliverables (or, if sooner, 12 years after termination of the employment of the Supplier under the Contract).
<b>"Lots"</b>	the lots specified in Framework Schedule 1 (Specification), if applicable.
<b>"Legionella Pneumophila" or "LP"</b>	the bacteria that can give rise to Legionnaires disease.
<b>"Losses"</b>	all losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and <b>"Loss"</b> shall be interpreted accordingly.
<b>"Malicious Software"</b>	any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
<b>"Man Day"</b>	7.5 Man Hours, whether or not such hours are worked consecutively and whether or not they are worked on the same day.
<b>"Man Hours"</b>	the hours spent by the Supplier Staff properly working on the provision of the Deliverables including time spent travelling (other than to and from the Supplier's offices, or to and from the Sites) but excluding lunch breaks.
<b>"Management Charge"</b>	the sum specified in the Framework Award Form payable by the Supplier to CCS in accordance with Framework Schedule 5 (Management Charges and Information).
<b>"Management Information"</b>	the management information specified in Specified in Framework Schedule 5 (Management Charges and Information).
<b>"Management Overhead"</b>	has the meaning given to it in Overhead.
<b>"Mandatory Deliverable" or "Mandatory Service"</b>	the services as defined in Framework Schedule 1 – Specification that all Suppliers must be capable of providing on this Framework.
<b>"Mandatory Wage"</b>	means either:

	<p>a) the statutory minimum hourly rate of pay including the National Living Wage and National Minimum Wage as set by the Crown; or</p> <p>b) in the case of a Call-off Contract the introduction of a requirement by the Buyer that the Supplier pay Supplier Personnel a non-statutory minimum hourly rate of pay (such as the Living Wage or London Living Wage as set by the Living Wage Foundation).</p>
<b>"Manual of Aerodrome Design and Safeguarding (MADS)"</b>	The MADS provides guidance on aerodrome design and safeguarding procedures.
<b>"Marketing Contact"</b>	shall be the person identified in the Framework Award Form.
<b>"Material Test Issue"</b>	a Test Issue of Severity Level 1 or Severity Level 2.
<b>"Maritime Asset"</b>	A waterfront Feature, manmade or natural, all associated fixed equipment that is required in order for that Asset to be able to perform its function in support of maritime operations.
<b>"MI Failure"</b>	<p>"MI Failure" means when an MI report:</p> <p>a) contains any material errors or material omissions or a missing mandatory field; or</p> <p>b) is submitted using an incorrect MI reporting Template; or</p> <p>c) is not submitted by the reporting date (including where a Nil Return should have been filed).</p>
<b>"MI Reports"</b>	a report containing Management Information submitted to the Authority in accordance with Framework Schedule 5 (Management Charges and Information).
<b>"Milestone"</b>	an event or task described in the Mobilisation Plan.
<b>"Milestone Date"</b>	the target date set out against the relevant Milestone in the Mobilisation Plan by which the Milestone must be Achieved.
<b>"Milestone Payment"</b>	a payment identified in the Mobilisation Plan to be made following the issue of a Satisfaction Certificate in respect of Achievement of the relevant Milestone.
<b>"Mobilisation Period"</b>	a six (6) Month period, following the Effective Date, prior to commencement of the Services during the Contract Period (unless stated otherwise in the Order Form).
<b>"Mobilisation Plan"</b>	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Mobilisation Plan and Testing) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer.
<b>"MOD Identifiable Information"</b>	means all Electronic Information which is attributed to or could identify an existing or proposed MOD capability, defence activities or personnel and which the MOD requires to be

	protected against loss, misuse, corruption, alteration and unauthorised disclosure.
<b>"MOD SFG20"</b>	sets out the standards and tasks (including statutory and mandatory) for the provision of maintenance for equipment and facilities across the defence estate. It is recognised as the industry standard and is an essential tool for planned maintenance.
<b>"MoD Terms and Conditions"</b>	the terms and conditions listed in Call Off Schedule 17, MoD Terms.
<b>"MoD Site"</b>	shall include any of Her Majesty's Ships or Vessels and Service Stations.
<b>"Month"</b>	a calendar month and <b>"Monthly"</b> shall be interpreted accordingly.
<b>"Monthly Payments"</b>	has the meaning set out in paragraph 1.1.3 of Call Off Schedule 5.
<b>"Monthly TUPE Risk Premium"</b>	has the meaning set out in paragraph 1.2 of Call Off Schedule 5.
<b>"NSA/DSA"</b>	means, as appropriate, the National or Designated Security Authority of the Supplier that is responsible for the oversight of the security requirements to be applied by the Contractor and for ensuring compliance with applicable national security regulations.
<b>"National Insurance"</b>	contributions required by the National Insurance Contributions Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992.
<b>"Net Book Value"</b>	the current net book value of the relevant Supplier Asset(s) calculated in accordance with the Framework Tender or Call-Off Tender (if stated) or (if not stated) the depreciation policy of the Supplier (which the Supplier shall ensure is in accordance with Good Industry Practice).
<b>Neutral Earth Resistors</b>	An earthing system for medium-voltage AC distribution networks.
<b>"New Release"</b>	an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item.
<b>"NHSPS"</b>	the schemes as defined in Annex D2, Part D, Call Off Schedule 2.
<b>"NHSPS Eligible Employees"</b>	each of the Fair Deal Employees who at a Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would



	<p>have been entitled to be or become a member of, the NHSPS as a result of either:</p> <p>(a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or</p> <p>(b) their employment with a Former Supplier who provides access to the NHSPS pursuant to an NHS Pensions Direction or Determination (as appropriate) issued by the Secretary of State in exercise of the powers conferred by section 7 of the Superannuation (Miscellaneous Provisions) Act 1967 or by section 25 of the Public Service Pensions Act 2013 (as appropriate) in respect of their employment with that Former Supplier (on the basis that they are entitled to protection under New Fair Deal and were permitted to re-join the NHSPS, having been formerly in employment with the Buyer, an NHS Body or other employer who participated automatically in the NHSPS in connection with the Services, prior to being employed by the Former Supplier),</p> <p>and, in each case, being continuously engaged for more than fifty per cent (50%) of their employed time in the delivery of services (the same as or similar to the Services).</p> <p>For the avoidance of doubt, an individual who is in or entitled to become a member of the NHSPS as a result of being engaged in the Services and being covered by an "open" Direction Letter or other NHSPS "access" facility but who has never been employed directly by an NHS Body (or other body which participates automatically in the NHSPS) is not an NHSPS Eligible Employee.</p>
<b>"New IPR"</b>	<p>IPR in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of a Contract and updates and amendments of these items including (but not limited to) database schema; and/or</p> <p>IPR in or arising as a result of the performance of the Supplier's obligations under a Contract and all updates and amendments to the same; but</p> <p>which shall not include the Supplier's Existing IPR.</p>
<b>"New Fair Deal"</b>	<p>the revised Fair Deal position set out in the HM Treasury guidance: <i>"Fair Deal for Staff Pensions: Staff Transfer from Central Government"</i> issued in October 2013 including:</p> <p>(a) any amendments to that document immediately prior to the Relevant Transfer Date; and</p> <p>(b) any similar pension protection in accordance with the subsequent Annex D1-D3 of Call Off Schedule 2 inclusive as notified to the Supplier by the CCS or Buyer.</p>

<b>"NHS Body"</b>	has the meaning given to it in section 275 of the National Health Service Act 2006 as amended by section 138(2)(c) of Schedule 4 to the Health and Social Care Act 2012.
<b>"NHS Pensions"</b>	the administrators of the NHSPS, or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS.
<b>"NHSPS"</b>	the National Health Service Pension Scheme for England and Wales, established pursuant to the Superannuation Act 1972 and governed by subsequent regulations under that Act including the NHS Pension Scheme Regulations.
<b>"NHS Pension Scheme Arrears"</b>	any failure on the part of the Supplier or its Subcontractors (if any) to pay employer's contributions or deduct and pay across employee's contributions to the NHSPS or meet any other financial obligations under the NHSPS or any Direction Letter in respect of the NHSPS Eligible Employees.
<b>"NHS Pension Scheme Regulations"</b>	as appropriate, any or all of the National Health Service Pension Scheme Regulations 1995 (SI 1995/300), the National Health Service Pension Scheme Regulations 2008 (SI 2008/653), the National Health Service Pension Scheme Regulations 2015 (2015/94) and any subsequent regulations made in respect of the NHSPS, each as amended from time to time.
<b>"NHS Premature Retirement Rights"</b>	rights to which any Fair Deal Employee (had they remained in the employment of the Buyer, an NHS Body or other employer which participates automatically in the NHSPS) would have been or are entitled under the NHS Pension Scheme Regulations, the NHS Compensation for Premature Retirement Regulations 2002 (SI 2002/1311), the NHS (Injury Benefits) Regulations 1995 (SI 1995/866) and section 45 of the General Whitley Council conditions of service, or any other legislative or contractual provision which replaces, amends, extends or consolidates the same from time to time.
<b>"Non Core Services"</b>	the Non Core Services are defined in Part 12 of the Call-Off Schedule 28 (Call-Off Specification).
<b>"Non-Exclusive Assets"</b>	those Supplier Assets used by the Supplier, or a Key Subcontractor, in connection with the Deliverables, but which are also used by the Supplier, or Key Subcontractor, for other purposes.
<b>"Non Mandatory Service"</b> or <b>"Non Mandatory Deliverable"</b>	the Services as defined in Framework Schedule 1 – Specification that Suppliers may elect to provide under this Framework, but which are not a Mandatory Service or Mandatory Deliverable.

<b>"Occasion of Tax Non – Compliance"</b>	<p>(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which is found on or after 1 April 2013 to be incorrect as a result of:</p> <ul style="list-style-type: none"> <li>• a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;</li> <li>• the failure of an avoidance scheme which the Supplier 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 in any jurisdiction; and/or</li> </ul> <p>(b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which 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 Start Date or to a civil penalty for fraud or evasion.</p>
<b>"Officer in Charge"</b>	shall include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Officers superintending Government Establishments.
<b>"OOTNC"</b>	means Occasion of Tax Non-Compliance as more particularly defined in Joint Schedule 1 (Definitions) of the Framework Contract.
<b>"Open Book Data"</b>	<p>complete and accurate financial and non-financial information which is sufficient to enable the Buyer to verify the Charges already paid or payable and Charges forecast to be paid during the remainder of the Call-Off Contract, including details and all assumptions relating to:</p> <ul style="list-style-type: none"> <li>• the Supplier's Costs broken down against each Good and/or Service and/or Deliverable, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all Deliverables;</li> <li>• operating expenditure relating to the provision of the Deliverables including an analysis showing: <ul style="list-style-type: none"> <li>○ the unit costs and quantity of Goods and any other consumables and bought-in Deliverables;</li> <li>○ manpower resources broken down into the number and grade/role of all Supplier Staff (free of any contingency) together with a list of agreed rates against each manpower grade; and</li> <li>○ a list of Costs underpinning those rates for each manpower grade, being the agreed rate less the Supplier Profit Margin.</li> </ul> </li> <li>• Overheads;</li> </ul>

	<ul style="list-style-type: none"> <li>all interest, expenses and any other third-party financing costs incurred in relation to the provision of the Deliverables;</li> <li>the Supplier Profit achieved over the Framework Contract Period and on an annual basis;</li> <li>confirmation that all methods of Cost apportionment and Overhead allocation are consistent with and not more onerous than such methods applied generally by the Supplier;</li> <li>an explanation of the type and value of risk and contingencies associated with the provision of the Deliverables, including the amount of money attributed to each risk and/or contingency; and</li> <li>the actual Costs profile for each Service Period;</li> </ul>
<b>"Open Source Software"</b>	computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge.
<b>"Operational Activity"</b>	the planning, management and execution of military operations and day to day military activities.
<b>"Operational Need"</b>	A set of criteria setting out the relative operational importance of a Level 2 Asset to delivering military outputs
<b>"Operational Need 1"</b>	An asset that is critical in support of operational output at national or as site level.
<b>"Operational Need 5"</b>	An asset that is no longer required and is not occupied.
<b>"Operational Readiness Review"</b>	An operational Readiness Review is a rigorous, evidence-based assessment that evaluates operational functions and makes recommendations on how successful the Project in question will be in the operational phase of delivery.
<b>"Operating Environment"</b>	<p>means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third-party premises) from, to, or at which:</p> <ul style="list-style-type: none"> <li>the Deliverables are (or are to be) provided; or</li> <li>the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or</li> <li>where any part of the Supplier System is situated.</li> </ul>
<b>"Order"</b>	means an order for the provision of the Deliverables placed by a Buyer with the Supplier under a Contract.
<b>"Order Form"</b>	a completed Order Form Template (or equivalent information issued by the Buyer) used to create a Call-Off Contract.

"Order Form Template"	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules).
"Other Contracting Authority"	any actual or potential Buyer under the Framework Contract.
"Other Service Providers"	any party or parties having a direct contract with MOD.
"Out Of Hours"	Hours that are not during the usual hours of business
"Overhead"	<p>includes the following elements:</p> <p><b>Management Overhead</b> - includes, but is not limited to, activities relating to supervisory/management and administration activities of the service delivery. All the requirements within Work Package A must also be accounted for within Management Overhead.</p> <p>Management Overhead is captured at Framework level in the form of a percentage uplift, and forms part of the price evaluation.</p> <p>At Further Competition the Framework rates are used as maximum rates, and bidders are invited to reduce the rates for each specific Further Competition.</p> <p><b>Corporate Overhead</b> – includes those amounts which are intended to recover a proportion of the Supplier's or the Key Sub-Contractor's (as the context requires) indirect corporate costs (including financing, marketing, advertising, research and development and insurance costs and any fines or penalties) but excluding allowable indirect costs apportioned to facilities and administration in the provision of Supplier Personnel and accordingly included within limb (a) of the definition of "Costs".</p> <p>Corporate Overhead is captured at Framework level in the form of a percentage uplift, and forms part of the price evaluation. At Further Competition the Framework rates are used as maximum rates, and bidders are invited to reduce the rates for each specific Further Competition.</p>
"Overseas"	shall mean non-UK or foreign.
"Parliament"	takes its natural meaning as interpreted within by Law.
"Partial Termination"	the partial termination of the relevant Contract to the extent that it relates to the provision of any part of the Services as further provided for in Core Terms clause 10.4 (When CCS or the Buyer can end this contract) or 10.6 (When the Supplier can end the contract).
"Party"	means, in the context of the Framework Contract, CCS, the Supplier and a Call-Off Contract, the Buyer or the Supplier. <b>"Parties"</b> shall mean both of them, where the context permits.

<b>"Pass Through Costs"</b>	third party costs incurred by the Supplier necessarily in connection with the provision of the Deliverables.
<b>"Payment Index"</b>	is the index identified as such in the Order Form.
<b>"Pension Base Cost"</b>	<p><b>NOT USED</b> in relation to the LGPS Eligible Employees, who are at the relevant time members of the LGPS:</p> <ul style="list-style-type: none"> <li>• [ ]% of pensionable pay for those who are members of [insert name of Fund];</li> <li>• [ ]% of pensionable pay for those who are members of [insert name of Fund]; and</li> <li>• [ ]% of pensionable pay for those who are members of [insert name of Fund];</li> </ul> <p>("pensionable pay" for these purposes as defined under the LGPS Regulations).</p>
<b>"Pension Benefits"</b>	any benefits payable in respect of an individual (including but not limited to pensions related allowances and lump sums) relating to old age, invalidity or survivor's benefits provided under an occupational pension scheme.
<b>"Pension Costs"</b>	<p>the costs of complying with the Pension Requirements, but excluding any costs relating to:</p> <p>(a) the provision of any bond or indemnity that the Supplier or its Subcontractors are required to provide under the terms of any Admission Agreement; and</p> <p>(b) the provision of advice from the actuary to the LGPS arising from the instruction from the Supplier or its Subcontractors in relation to the Pension Requirements;</p> <p>which will be covered by the Supplier or Subcontractor, as appropriate.</p>
<b>"Pension Requirements"</b>	<p>the terms and conditions set out in:</p> <p>(a) paragraph 2 of this Annex D3 (Supplier to Become an LGPS Admission Body) and paragraph 4 of Annex D3 (Discretionary Benefits); and</p> <p>(b) the LGPS Admission Agreement;</p> <p>but in each case in respect of LGPS Eligible Employees only.</p>
<b>"Pension Schemes"</b>	means alpha and/or the CSPS whichever is or are relevant in the context (and includes, unless the context otherwise requires, the respective managers from time to time of such scheme or schema).
<b>"Performance Credit Model"</b>	the model described in Call-Off Schedule 14 (Performance Management) to calculate Credits.
<b>"Performance Calculator"</b>	the spreadsheet model used in Call-Off Schedule 14 (Performance Management) to calculate the profit to be paid on the basis of performance.



<b>"Performance Failure"</b>	a failure to meet the Acceptable Level of Performance (ALP) in respect of a Performance Measure.
<b>"Performance Indicators" or "PIs"</b>	the performance measurements and targets in respect of the Supplier's performance of the Framework Contract set out in Framework Schedule 4 (Framework Management).
<b>"Performance Management Mechanism"</b>	has the meaning described in Call-Off Schedule 14 (Performance Management).
<b>"Performance Measure"</b>	a performance indicator which is measured to determine the Supplier's performance in delivery of the Services.
<b>"Performance Monitoring Reports"</b>	shall have the meaning in Part B of Call Off Schedule 14.
<b>"Performance Review Meetings"</b>	shall have the meaning in Part B of Call Off Schedule 14.
<b>"Permit Co-Ordination Office"</b>	The subject matter expert service in relation to Safety for all sub-contracted and direct works incorporating disruptive or high risk operations as described in the Specification.
<b>"Permit to Work"</b>	the system that is in place where strict controls are required due to the proposed work being identified as having a high risk. The work must be carried out against previously agreed safety procedures, a 'permit-to-work' system.
<b>"Persistent Performance Failure"</b>	has the meaning described in Call-Off Schedule 14 (Performance Management).
<b>"Personal Data"</b>	has the meaning given to it in the GDPR.
<b>"Personal Data Breach"</b>	has the meaning given to it in the GDPR.
<b>"Planned Maintenance"</b>	planned maintenance as described in the Specification;
<b>"Planned Preventative Maintenance"</b>	A scheduled service visit carried out by a SQEP individual to ensure that an Asset is operating correctly and to proactively avoid its' unscheduled breakdown or unavailability.
<b>"Pool Water Advisory Group (PWAG)"</b>	The Pool Water Treatment Advisory Group (PWTAG), the UK-based independent, non-commercial membership organisation, dedicated to raising standards in pool water treatment.
<b>"Prescribed Person"</b>	a legal adviser, MP or other appropriate body to which a whistle-blower may make a disclosure, as detailed in 'Whistleblowing: list of prescribed people and bodies', 24 November 2016, available online at: <a href="https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies-2/whistleblowing-list-of-prescribed-people-and-bodies">https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies-2/whistleblowing-list-of-prescribed-people-and-bodies</a> .
<b>"Previous Service Month"</b>	the Service Month (referred to as "n-1") immediately prior to the Service Month "n".

<b>"Pricing Matrix"</b>	the Fixed Fee Pricing Matrix or Target Cost Pricing Matrix as applicable (each defined in Call-Off schedule 5 (Call-Off Prices)).
<b>Primary Key</b>	A value in a relational database that is unique for each record in a given table. Usually a single field although it may be a composite of several fields.
<b>"Principal Designer"</b>	For the purposes of the CDM Regulations means the designer appointed under regulation 5(1)(a) to perform specified duties in regulations 11 and 12
<b>"Progress Meeting"</b>	a meeting between the Buyer Authorised Representative and the Supplier Authorised Representative.
<b>"Progress Meeting Frequency"</b>	the frequency at which the Supplier shall conduct a Progress Meeting in accordance with Core Terms clause 6.1 as specified in the Order Form.
<b>"Progress Report"</b>	a report provided by the Supplier indicating the steps taken to Achieve Milestones or delivery dates.
<b>"Progress Report Frequency"</b>	the frequency at which the Supplier shall deliver Progress Reports in accordance with Core Terms clause 6.1 as specified in the Order Form.
<b>"Prohibited Acts"</b>	<p>(a) to directly or indirectly offer, promise or give any person working for or engaged by a Buyer or any other public body a financial or other advantage to:</p> <ul style="list-style-type: none"> <li>• induce that person to perform improperly a relevant function or activity; or</li> <li>• reward that person for improper performance of a relevant function or activity;</li> </ul> <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with each Contract; or</p> <p>(c) committing any offence:</p> <ul style="list-style-type: none"> <li>• under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or</li> <li>• under legislation or common law concerning fraudulent acts; or</li> <li>• defrauding, attempting to defraud or conspiring to defraud a Buyer or other public body; or</li> </ul> <p>(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK.</p>

<b>"Project"</b>	means Billable Works that the Buyer elects to treat as a project in accordance with paragraph 4 of Call Off Schedule 4a.
<b>"Project Stage Uplift"</b>	the maximum permitted rate of uplift as set out in the Pricing Matrix.
<b>"Property Change Form"</b>	A form to notify changes to IMS Assets and Land Parcels
<b>"Protective Measures"</b>	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it; as outlined in the Security Policy.
<b>"Quote"</b>	A Firm Price offer to enter a legal agreement to deliver Billable Works, as defined in a Statement of Need.
<b>"Range"</b>	A parcel of land licensed by a authorisation officer in accordance with JSP 403 for the conduct of live firing.
<b>"Range Control"</b>	A facility that is open during Range activity in order to provide advice, assistance and act as the incident control point in the event of an incident taking place within the area of responsibility. A component of Training Control Office (TCO)
<b>"Reactive Maintenance Task"</b>	A Reactive Maintenance Work.
<b>"Reactive Maintenance Work/s"</b>	works arising as a result of a failure of an Asset or a service which is in the scope of the Contract (and which for the avoidance of doubt are not Small Works or Projects).
<b>"Recall"</b>	a request by the Supplier or a manufacturer to return Goods or Replacement Equipment to the Supplier or the manufacturer after the discovery of safety issues or defects (including defects in the right IPR rights) that might endanger health or hinder performance.
<b>"Recipient Party"</b>	the Party which receives or obtains directly or indirectly Confidential Information.
<b>"Recompense Request"</b>	the process described in Schedule 15 (Contract Management).
<b>"Rectification Plan"</b>	the Supplier's plan (or revised plan) to rectify a breach, using the template in Joint Schedule 10 (Rectification Plan Template), which shall include:  (a) full details of the Default that has occurred, including a root cause analysis;  (b) the actual or anticipated effect of the Default; and  (c) the steps which the Supplier proposes to take to rectify the Default (if applicable) and to prevent such Default from

	recurring, including timescales for such steps and for the rectification of the Default (where applicable).
<b>"Rectification Plan Process"</b>	the process set out in Core Terms clause 10.4.3 (Rectification Plan Process).
<b>"Redundancy Payment"</b>	<p>(for the purposes of Call Off Schedule 23), Redundancy Surcharge means any and all of the following payments, which may be made by the Supplier (or, if relevant, the notified Sub-Contractor) to any Affected Employee:</p> <p>(a) statutory redundancy payments made in accordance with section 162 of the Employment Rights Act 1996;</p> <p>(b) contractual redundancy payments (which for this purpose shall mean redundancy payments made in accordance with the terms and conditions of employment to which the relevant Affected Employee was entitled at the Reference Date and for the avoidance of doubt, in each employee's case, shall not include any ex gratia payment, payment for accrued holiday or any other payment made as compensation for the termination of employment).</p> <p>where it is not reasonably practicable to require the Affected Employee to work their notice period, in respect of each Affected Employee, Redundancy Surcharge/Payment(?) means either:</p> <p>(c) payment of damages for breach of the applicable statutory notice entitlement or, if higher, the notice entitlement under the terms and conditions of employment to which the relevant employee was entitled at the Reference Date; or</p> <p>(d) payment in lieu of any such notice entitlement, made pursuant to such terms and conditions of employment, but for the avoidance of doubt, shall not include any payment of salary or wages or of any benefit in respect of any period of continuing employment (whether during a notice period or otherwise);</p> <p>(e) any payment made in satisfaction of any Early Retirement Right to which the relevant employee was entitled under his or her terms and conditions of employment on the Reference Date.</p>
<b>"Redundant Material"</b>	means material that is identified as surplus to the requirement of the Contract for whatever reason.
<b>"Reference Date"</b>	<p>(for the purposes of Call Off Schedule 23 Redundancy Surcharge) means either:</p> <p>the date of commencement of employment, if the Affected Employee became employed by the Supplier (or, if relevant, notified Sub-contractor) after the Relevant Transfer Date; or</p> <p>the Relevant Transfer Date,</p> <p>save that where the Supplier (or, if relevant, notified Sub-contractor) and Former Supplier are the same entity such that</p>

	the Employment Regulations do not apply to transfer staff, the relevant date shall be either the Contract Date or, if the Affected Employee became employed by the Supplier (or, if relevant, notified Sub-contractor) after such date, the date of commencement of employment;
<b>"Registers"</b>	the register and configuration database referred to in Paragraph 1.2 of Call Off Schedule 10.
<b>"Regulations"</b>	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time.
<b>"Regulator"</b>	A person or body appointed by government that supervises a particular industry or business activity
<b>"Related Supplier"</b>	any person who provides Deliverables to the Buyer which are related to the Deliverables from time to time.
<b>"Relational Database Management System"</b>	A relational database management sYstem (RDBMS) is a database management system (DBMS) based on the relational model of data.
<b>"Relevant Authority"</b>	the Authority which is party to the Contract to which a right or obligation is owed, as the context requires.
<b>"Relevant Authority's Confidential Information"</b>	<p>all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, property rights, trade secrets, Know-How and IPR of the Relevant Authority (including all Relevant Authority Existing IPR and New IPR);</p> <p>any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered confidential which comes (or has come) to the Relevant Authority's attention or into the Relevant Authority's possession in connection with a Contract; and</p> <p>information derived from any of the above.</p>
<b>"Relevant Benefits"</b>	means any benefit payable on retirement, on death, on reaching a particular age, on the onset of serious ill-health or incapacity or in similar circumstances (including the provision of medical, dental or similar benefits).
<b>"Relevant Conviction"</b>	means any conviction listed in Annex 1 to Call Off Schedule 25.
<b>"Relevant Convictions"</b>	The Supplier must ensure that no person who discloses that they have a Relevant Conviction, or a person who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Deliverables without Approval.

<b>"Relevant Requirements"</b>	all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.
<b>"Relevant Tax Authority"</b>	HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is established.
<b>"Reminder Notice"</b>	a notice sent in accordance with Core Terms clause 10.6 given by the Supplier to the Buyer providing notification that payment has not been received on time.
<b>"Repair"</b>	work that is performed to return equipment to service after a failure, or to make its operation more efficient. The restoration of an asset or a component to such a condition that it may be effectively utilised for its designed purpose by the overhaul, reprocessing or replacement of constituent parts or materials that have deteriorated by action of the elements or usage and have not been corrected by maintenance
<b>"Replacement Deliverables"</b>	any deliverables which are substantially similar to any of the Deliverables and which the Buyer receives in substitution for any of the Deliverables following the Call-Off Expiry Date, whether those goods are provided by the Buyer internally and/or by any third party.
<b>"Replacement Equipment"</b>	plant, spare parts, equipment, replacement parts, materials and other items (whether or not reused or reconditioned) supplied by the Supplier in order to deliver construction works, maintenance, repair or replacement Services, but excluding Goods specified in the Order Form (if any).
<b>"Replacement Goods"</b>	any goods which are substantially similar to any of the Goods and which the Buyer receives in substitution for any of the Goods following the End Date, whether those goods are provided by the Buyer internally and/or by any third party.
<b>"Replacement Services"</b>	any services which are substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services following the End Date, whether those goods are provided by the Buyer internally and/or by any third party.
<b>"Replacement Subcontractor"</b>	a Subcontractor of the Replacement Supplier to whom Transferring Supplier Employees will transfer on a Service Transfer Date (or any Subcontractor of any such Subcontractor).
<b>"Replacement Supplier"</b>	any third-party provider of Replacement Deliverables appointed by or at the direction of the Buyer from time to time or where the Buyer is providing Replacement Deliverables for its own account, shall also include the Buyer.
<b>"Request for Information"</b>	a request for information or an apparent request relating to a Contract for the provision of the Deliverables or an apparent request for such information under the FOIA or the EIRs.



<b>"Required Insurances"</b>	the insurances required by Joint Schedule 3 and Call Off Schedule 11 (Insurance Requirements) or any additional insurances specified in the Order Form.
<b>"Resource Rates"</b>	means those rates set out in the Pricing Matrix.
<b>"Response Category"</b>	A set of criteria identifying the 'restoration of functionality' and 'permanent resolution' time periods used for Reactive Maintenance.
<b>"Response Level"</b>	means the levels of protective security measures that may be required in response to a terrorist threat.
<b>"Response Time"</b>	The Supplier shall apply the Response Time categories in Schedule 28, Part 6: Maintenance Services and Regional Annexes to prioritise all Service Requests.
<b>"Restricted LAN Interconnect"</b>	Restricted LAN (Local Area Network) interconnection (defence Net) or interconnect in DII terms.
<b>"Retirement Benefits Scheme"</b>	a pension scheme registered under Chapter 2 of Part 4 of the Finance Act 2004.
<b>"Review Report"</b>	has the meaning given to it in Paragraph 6.2 of Call Off Schedule 6.
<b>"Risk Management Plan"</b>	a plan to identify risks, assess their potential impact and likelihood, and capture the associated mitigation and management actions.
<b>"Rural Estate"</b>	the Training Estate (TE) other than camps, Ranges, Training Facilities, tenanted estate and hired estate.
<b>"Risk"</b>	an uncertain event or set of circumstances that, should it occur, will have an effect on the achievement of one or more objectives.
<b>"Rough Order of Costs"</b>	an estimate covering the entire costs associated with a specific task based, where applicable, on the rates and prices set out in Call-Off Schedule 29 (Rates and Prices) to be accurate to +/- 40%.
<b>"Rural Asset"</b>	Natural (usually non-manmade but could be maintained) or naturally surfaced feature.
<b>"Rural Estate Specific Task Schedule"</b>	An annual schedule that programmes a list of site specific REM tasks on the Rural Estate.
<b>"Rural Estate Task Schedule"</b>	An annual schedule that programmes a list of site specific REM tasks on the Rural Estate.
<b>"Satisfaction Certificate"</b>	the certificate (materially in the form of the document contained in Annex 2 of Part B of Call-Off Schedule 13 (Mobilisation Plan and Testing) or as agreed by the Parties where Call-Off Schedule 13 is not an annual schedule that programmes a list of site specific REM tasks on the Rural Estate. used in this Contract) granted by the Buyer when the

	Supplier has met all of the requirements of an Order, Achieved a Milestone or a Test.
<b>“Safe System of Work”</b>	a procedure that results from a systematic examination of a working process, that identifies hazards and specifies work methods designed either to eliminate the hazards or controls and minimise the relevant risks.
<b>“Schedules”</b>	any attachment to a Framework or Call-Off Contract which contains important information specific to each aspect of buying and selling.
<b>"Scheduled Monuments"</b>	A scheduled monument is an historic building or site that is included in the Schedule of Monuments kept by the Secretary of State.
<b>“Schedule of Rates”</b>	<p>relates to the labour rates in Framework Schedule 3 – Framework Prices detailing the hourly rates for the different trades the Supplier will use to fulfil all Mandatory Services and Non Mandatory services indicated.</p> <p>Labour rates should take into account all costs involved in supplying that trade, other than Management and Corporate Overhead, and Profit, which will be added when the rates are used.</p> <p>Costs should include but not be limited to: salary, on-costs, employers NI, employers' pension and life insurance, holiday &amp; sickness cover. Materials are not included. Labour rates (£ per hour) will be detailed to show the First Hour (including cost to travel to site) and Subsequent hourly rates for</p> <ul style="list-style-type: none"> <li>· Operational Working Hours</li> <li>· Out of hours Monday to Friday and Saturday am</li> <li>· Out of hours Saturday pm, Sunday and Bank Holidays</li> </ul> <p>Labour rates will be used, where appropriate, to price Billable Works, Projects, New Works, and where Work Orders exceed the Inclusive Repairs Threshold, where the works is to be completed by the labour resources allocated to the Call Off Contract.</p>
<b>“Schemes”</b>	means the CSPS, the Partnership Pension Account and its (i) Ill-health Benefits Scheme and (ii) Death Benefits Scheme, the Civil Service Additional Voluntary Contribution Scheme, and alpha each as amended or replaced from time to time, or such one of them as is or are relevant in context. Any reference to the Schemes includes, unless the context otherwise requires, a reference to the respective managers from time to time of the Schemes.
<b>“Secret Matter”</b>	means any matter connected with the Contract, or its performance which is designated by the Buyer 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.
<b>"Security Accreditation"</b>	a systematic procedure for evaluating, describing, testing and authorizing systems or activities prior to or after a system is in operation. Accreditation is the process of accepting the residual risks associated with the continued operation of a system and granting approval to operate for a specified period of time.
<b>"Security Management Plan"</b>	the Supplier's security management plan prepared pursuant to Call Off Schedule 9, a draft of which has been provided by the Supplier to the Buyer and as updated from time to time.
<b>"Security Policy"</b>	the Buyer's security policy, referred to in the Order Form, in force as at the Call-Off Start Date (a copy of which has been supplied to the Supplier), as updated from time to time and notified to the Supplier.
<b>"Security Policy Framework"</b>	means the HMG Security Policy Framework relating to the Government Security Classification policy as published by the Cabinet Office.
<b>"Self-Audit Certificate"</b>	<p>means the certificate in the form as set out in Framework Schedule 8 (Self Audit Certificate) Buyer to provide schedule number which shall be based on tests completed against a representative sample of 10% of transactions carried out during the period of being audited or 100 transactions (whichever is less) and must provide assurance that:</p> <ul style="list-style-type: none"> <li>a) Orders are clearly identified as such in the order processing and invoicing systems and, where required, Orders are correctly reported in the MI Reports;</li> <li>b) all related invoices are completely and accurately included in the MI Reports;</li> <li>c) all Charges to Buyers comply with any requirements under this Framework Contract on maximum mark-ups, discounts, charge rates, fixed quotes (as applicable); and</li> <li>d) a number of additional sample of public sector orders identified in Framework Schedule 8 (Self Audit Certificate) from the Supplier's order processing and invoicing systems as orders not placed under this Framework Contract have been correctly identified as such and that an appropriate and legitimately tendered procurement route has been used to place those orders, and those orders should not otherwise have been routed via centralised mandated procurement processes executed by CCS.</li> </ul>
<b>"Serious Fraud Office"</b>	the UK Government body named as such as may be renamed or replaced by an equivalent body from time to time.
<b>"Services"</b>	services made available by the Supplier as specified in Framework Schedule 1 (Specification) and in relation to a Call-Off Contract as specified in the Order Form.

<b>"Service Bundle"</b>	complementary services that have been bundled together to allow customers to purchase multiple services lines using a bundle price as per the Pricing Matrix.
<b>"Service Change Redundancy Surcharge"</b>	means in relation to a redundancy as described in Paragraph 2.1.2 of Call Off Schedule 23, a surcharge on the Charges equal in amount to the Redundancy Payment.
<b>"Service Delivery Plan"</b>	means the plan to be provided by the Supplier which details how the Supplier will deliver all elements of the Services to be delivered under the Contract.
<b>"Service Month"</b>	each Monthly period (or part of a Month at the start and end of the Contract Period where applicable) during the Contract Period when the Supplier provides Deliverables.
<b>"Service Period"</b>	1. has the meaning given to it in the Order Form; 2. the period over which a Performance Measure is measured; unless specified otherwise, this is three [3] months.
<b>"Service Personnel"</b>	serving personnel employed by MOD within the Armed Forces.
<b>"Service Priority"</b>	A set of criteria outlining the impact of failing to restore functionality, ranging from immediate health and safety risk to no impact on operational capability.
<b>"Service Register"</b>	A register covering a 10-year forward period that lists all maintenance requirements, known as Land Management Service and Additional Services to the Affected property. The Service Register shall capture all completed work and contains historic cost details and estimates of future costs.
<b>"Service Request"</b>	is a user request for information, advice, repair or for a standard change with in an agreed timeframe.
<b>"Service Transfer"</b>	any transfer of the Deliverables (or any part of the Deliverables), for whatever reason, from the Supplier or any Subcontractor to a Replacement Supplier or a Replacement Subcontractor.
<b>"Service Transfer Date"</b>	the date of a Service Transfer.
<b>"Severity Level"</b>	the level of severity of a Test Issue, the criteria for which are described in Annex 1 to Call Off Schedule 13 Part B Testing.
<b>"Skilled Person"</b>	A person approved by an Authorised Person (AP) for defined work and with sufficient technical knowledge and experience to prevent danger or, where appropriate, injury, which may be created by the significant risk activity in the working environment.
<b>"Single Living Accommodation"</b>	Accommodation provided to single and unaccompanied Service Personnel.
<b>"Sites"</b>	any premises (including the Buyer Premises, the Supplier's premises or third-party premises) from, to or at which:

	<p>the Deliverables are (or are to be) provided; or</p> <p>the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables;</p> <p>For ICT Services it shall also include any premises from, to or at which physical interface with the Buyer System takes place.</p>
<b>"Siting Boards"</b>	<p>A Board that ensure that the proposed location for a building or facility does not conflict with other plans for the area and that disruption to services in the area will be minimal. Siting Boards must also highlight known hazards and provide warnings of possible conflicts, managing these where possible.</p>
<b>"Small Works"</b>	<p>means elective works which are not Projects.</p>
<b>"SME"</b>	<p>"Small and Medium Enterprises" (SME) means an organisation or entity:</p> <ul style="list-style-type: none"> <li>(a) having less than 250 employees; and</li> <li>(b) having an annual turnover of less than forty million pounds (£40,000,000); or</li> <li>(c) having a balance sheet of less than thirty five million pounds (£35,000,000); and</li> <li>(d) is totally independent of other enterprises; or</li> <li>(e) holds less than 25% of the capital or voting rights in one or more other enterprises and other enterprises do not each own more than 25% of its capital or voting rights.</li> </ul>
<b>"Social Value"</b>	<p>The requirement to secure wider social, economic and environmental benefits in the commissioning of public services as per the Public Services (Social Value) Act, 2013.</p>
<b>"Software"</b>	<p>Specially Written Software, Supplier Software and Third Party Software.</p>
<b>"Source Code"</b>	<p>computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction, maintenance, modification and enhancement of such software.</p>
<b>"Special Events"</b>	<p>To include ceremonials, family days and VIP visits</p>
<b>"Special Terms"</b>	<p>any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract.</p>
<b>"Specially Written Software"</b>	<p>any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Subcontractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to Supplier Software or Third Party Software. For the avoidance</p>

	of doubt Specially Written Software does not constitute New IPR.
<b>"Specific Change in Law"</b>	a Change in Law that relates specifically to the business of the Buyer and which would not affect a Comparable Supply where the effect of that Specific Change in Law on the Deliverables is not reasonably foreseeable at the Start Date.
<b>"Specification"</b>	the specification set out in Framework Schedule 1 (Specification), as may, in relation to a Call-Off Contract, be supplemented by the Order Form.
<b>"Staffing Information"</b>	<p>in relation to all persons identified on the Supplier's Provisional Supplier Personnel List or Supplier's Final Supplier Personnel List, as the case may be, such information as the Buyer may reasonably request (subject to all applicable provisions of the Data Protection Laws), but including in an anonymised format:</p> <ul style="list-style-type: none"> <li>(a) their ages, dates of commencement of employment or engagement, gender and place of work;</li> <li>(b) details of whether they are employed, self employed contractors or consultants, agency workers or otherwise;</li> <li>(c) the identity of the employer or relevant contracting Party;</li> <li>(d) their relevant contractual notice periods and any other terms relating to termination of employment, including redundancy procedures, and redundancy payments;</li> <li>(e) their wages, salaries, bonuses and profit sharing arrangements as applicable;</li> <li>(f) details of other employment-related benefits, including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and company car schedules applicable to them;</li> <li>(g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);</li> <li>(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;</li> <li>(i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of</li> </ul>



	employment (or relevant standard contracts if applied generally in respect of such employees); and  (j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations.
<b>"Standards"</b>	any: standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent bodies (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with; standards detailed in the specification in Schedule 1 (Specification); standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time; relevant Government codes of practice and guidance applicable from time to time;
<b>"Standard Service"</b>	means delivery of the service to the defined standard as per Framework Schedule 1 – Specification.
<b>"Standard Service Pricing"</b>	means the price to deliver the Standard Service using the rates, as per the Pricing Matrix, per annum.
<b>"Standard Operating Procedure"</b>	a standard operating procedure (SOP) is a set of step-by step instructions compiled by an organisation to help workers carry out complex routine operations. SOPs aim to achieve efficiency, quality output and uniformity of performance, while reducing miscommunication and failure to comply with industry regulations.
<b>"Start Date"</b>	in the case of the Framework Contract, the date specified on the Framework Award Form, and in the case of a Call-Off Contract, the date specified in the Order Form following the end of the Mobilisation Period.
<b>"Statement of Need" or "SoN"</b>	a document generated by any Party which outlines a new requirement for Deliverables. The SoN format is defined at Annex A to Schedule 4a (Billable Works).
<b>"Statement of Known Hazards"</b>	A form defined in H&S Guidance 47 that gives information to those persons carrying out works. It is not intended as a 'permit to work'
<b>"Statement of Requirements"</b>	a statement issued by the Buyer detailing its requirements in respect of Deliverables issued in accordance with the Call-Off Procedure.
<b>"Statutory Compliance"</b>	compliance with and adherence to all laws, regulations and statutes.

<b>"Statutory Schemes"</b>	means the CSPS, NHSPS or LGPS.
<b>"Storage Media"</b>	the part of any device that is capable of storing and retrieving data.
<b>"Sub-Contract"</b>	any contract or agreement (or proposed contract or agreement), other than a Call-Off Contract or the Framework Contract, or Accessed Contract, pursuant to which a third party: provides the Deliverables (or any part of them); provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or is responsible for the management, direction or control of the provision of the Deliverables (or any part of them).
<b>"Subcontractor" or "Sub-contractor"</b>	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person.
<b>"Subprocessor"</b>	any third Party appointed to process Personal Data on behalf of the Supplier related to a Contract.
<b>"Sustainability Appraisal"</b>	The method of assessing the impact of services and workson air quality, travel, energy, noise, water, waste, construction, geology & soils, biodiversity, heritage, landscape and communities in accordance with the Sustainability and Environmental Appraisal Tool.
<b>"Suitably Qualified and Experienced Personnel (SQEP)"</b>	A person who has sufficient qualifications and experience in a defined skill, to be able to implement that skill, at one of the five levels: Supervised Unsupervised Advising and guiding others Company "expert" Externally recognised "expert"
<b>"Supporting Documentation"</b>	sufficient information in writing to enable the Buyer to reasonably assess whether the Charges, Reimbursable Expenses and other sums due from the Buyer under the Call-Off Contract detailed in the information are properly payable.
<b>"Supplier"</b>	the person, firm or company identified in the Framework Award Form, where the Supplier 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 relevant Contract may be assigned by the Supplier with the consent of the Buyer.
<b>"Supplier Assets"</b>	all assets and rights used by the Supplier to provide the Deliverables in accordance with the Call-Off Contract but excluding the Buyer Assets.
<b>"Supplier Authorised Representative"</b>	the representative appointed by the Supplier from time to time in relation to the Call-Off Contract initially identified in the Order Form who is duly authorised by the Supplier for purposes of the provision and identified in the Relevant Contract or in any subsequent notice to act for the purposes of the provision.

<b>"Supplier Brief"</b>	information that the Buyers will provide in order to outline their requirements as per Framework Schedule 7.
<b>"Supply Chain Information Report Template"</b>	the document at Annex 1 of Joint Schedule 12.
<b>"Supplier Contract Manager"</b>	the person identified in the Order Form appointed by the Supplier to oversee the operation of the Call-Off Contract and any alternative person whom the Supplier intends to appoint to the role, provided that the Supplier informs the Buyer prior to the appointment and obtains the Buyer's prior written approval to such replacement (not to be unreasonably withheld or delayed).
<b>"Supplier's Confidential Information"</b>	any information, however, it is conveyed, that relates to the business, affairs, developments, IPR of the Supplier (including the Supplier Existing IPR) trade secrets, Know-How, and/or personnel of the Supplier; any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential and which comes (or has come) to the Supplier's attention or into the Supplier's possession in connection with a Contract; Information derived from any of the above.
<b>"Supplier Cyber Protection Service"</b>	means the CSM Risk Assessment Process and CSM Supplier Assurance Questionnaire.
<b>"Supplier Equipment"</b>	the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items used by the Supplier (but not hired, leased or loaned from the Buyer) in the performance of its obligations under this Call-Off Contract but excluding Replacement Equipment.
<b>"Supplier's Final Supplier Personnel List"</b>	a list provided by the Supplier of all Supplier Personnel who will transfer under the Employment Regulations on the Service Transfer Date.
<b>"Supplier Non-Performance" or "Supplier NP"</b>	means the non-performance of any of the Supplier's obligations under the contract.
<b>"Supplier's Plan"</b>	Details how the Supplier intends to deliver the service(s) including the Construction phase (H&S) Plan. Once agreed by the Service Manager it becomes the Accepted Plan.
<b>"Supplier Profit"</b>	in relation to a period, the difference between the total Charges (in nominal cash flow terms but excluding any Deductions and total costs (in nominal cash flow terms) in respect of a Call-Off Contract for the relevant period.
<b>"Supplier Profit Margin"</b>	in relation to a period or a Milestone (as the context requires), the Supplier Profit for the relevant period or in relation to the relevant Milestone divided by the total Charges over the same

	period or in relation to the relevant Milestone and expressed as a percentage.
<b>"Supplier's Provisional Supplier Personnel List"</b>	a list prepared and updated by the Supplier of all Supplier Personnel who are at the date of the list wholly or mainly engaged in or assigned to the provision of the Services or any relevant part of the Services which it is envisaged as at the date of such list will no longer be provided by the Supplier.
<b>"Supplier Review Meetings"</b>	has the meaning given to it in Paragraph 2.9 of Framework Schedule 4.
<b>"Supplier Software"</b>	any software which is proprietary to the Supplier (or an Affiliate of the Supplier) and identified as such in the Annex to this Schedule together with all other such software which is not identified in the Annex to this Schedule but which is or will be used by the Supplier or any Subcontractor for the purposes of providing the Deliverables or is embedded in and in respect of such other software as required to be licensed in order for the Buyer to receive the benefit of and/or make use of the Deliverables.
<b>"Supplier Staff"</b>	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract.
<b>"Supplier System"</b>	the information and communications technology system used by the Supplier in supplying the Deliverables, including the Supplier Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System).
<b>"Surface Finishing Facilities"</b>	a facility for the finishing of surfaces (e.g. paint spraying and shot blasting).
<b>"Sustainability Management System"</b>	The system produced, operated and maintained by the Supplier to address and identify potential and actual sustainability impacts to ensure that the social and economic, and environmental requirements of the Contract are achieved.
<b>"Swimming Pool BS EN 15288-2"</b>	Specifies safety requirements for the operation of classified pools according to Clause 4. It is intended for those concerned with the operation and management of classified swimming pools.
<b>"Target"</b>	means in relation to a Performance Measure, the level of performance (above the ALP) at which the Variable Profit is paid.
<b>"Target Costs"</b>	those costs which are recoverable in accordance with this Call-Off Contract where the target cost pricing option is selected in the Order Form.

<b>"Target Cost Pricing Matrix"</b>	the spreadsheet setting out details of the Charges which is set out in the Order Form and will be provided by the Buyer at Further Competition.
<b>"Target Price"</b>	the price which is payable where the target cost pricing option is selected in the Order Form.
<b>"Task Data"</b>	Data relating to the tasks undertaken in delivering the Service and the attributes of those tasks.
<b>"Term"</b>	the period commencing on the Start Date and ending on the expiry of the Initial Period or any Extension Period or on earlier termination of the relevant Contract.
<b>"Termination Assistance"</b>	the activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice.
<b>"Termination Assistance Notice"</b>	has the meaning given to it in Paragraph <b>Error! Reference source not found.</b> of Call Off Schedule 10.
<b>"Termination Assistance Period"</b>	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph <b>Error! Reference source not found.</b> of Call Off Schedule 10.
<b>"Termination Notice"</b>	a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate a Contract on a specified date and setting out the grounds for termination.
<b>"Test Issue"</b>	any variance or non-conformity of the Deliverables or Deliverables from their requirements as set out in a Call-Off Contract.
<b>"Test Issue Management Log"</b>	a log for the recording of Test Issues as described further in Paragraph <b>Error! Reference source not found.</b> of Call Off Schedule 13 Part B Testing.
<b>"Test Issue Threshold"</b>	in relation to the Tests applicable to a Milestone, a maximum number of Severity Level 3, Severity Level 4 and Severity Level 5 Test Issues as set out in the relevant Test Plan.
<b>"Test Plan"</b>	a plan, as described in Call-Off Schedule 13 (Mobilisation), for the testing of the Deliverables and setting out other agreed criteria related to the achievement of Milestones.
<b>"Test Reports"</b>	the reports to be produced by the Supplier setting out the results of Test.
<b>"Test Specification"</b>	the specification that sets out how Tests will demonstrate that the Test Success Criteria have been satisfied, as described in more detail in Paragraph <b>Error! Reference source not found.</b> 2 of Call Off Schedule 13 Part B Testing;

<b>"Test Strategy"</b>	a strategy for the conduct of Testing as described further in Paragraph <b>Error! Reference source not found.</b> 2 Call Off Schedule 13 Part B Testing.
<b>"Test Success Criteria"</b>	in relation to a Test, the test success criteria for that Test as referred to in Paragraph <b>Error! Reference source not found.</b> of Call Off Schedule 13 Part B Testing.
<b>"Tests and Testing"</b>	any tests required to be carried out pursuant to a Call-Off Contract as set out in the Test Plan or elsewhere in a Call-Off Contract and <b>"Tested"</b> shall be construed accordingly.
<b>"Test Witness"</b>	any person appointed by the Buyer pursuant to Paragraph <b>Error! Reference source not found.</b> of Call Off Schedule 13 Part B Testing.
<b>"Testing Procedures"</b>	the applicable testing procedures and Test Success Criteria set out in Call Off Schedule 13.
<b>"Third Party IPR"</b>	Intellectual Property Rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables.
<b>"Third Party Software"</b>	any software identified as such in Annex to this Schedule together with all other software which is not listed in the Annex to this Schedule which is proprietary to any third party (other than an Affiliate of the Supplier) or any Open Source Software which is or will be used by the Supplier for the purposes of providing the Deliverables).
<b>"Tier One Billable Works"</b>	means Billable Works within the associated total estimated value range as set out in the Order Form.
<b>"Tier Two Billable Works"</b>	means Billable Works within the associated total estimated value range as set out in the Order Form.
<b>"Tier Three Billable Works"</b>	means Billable Works within the associated total estimated value range as set out in the Order Form.
<b>"Tier Four Billable Works"</b>	means Billable Works within the associated total estimated value range as set out in the Order Form.
<b>"Total Contract Value"</b>	has the same meaning as "Charges".
<b>"Transferable Assets"</b>	exclusive Assets which are capable of legal transfer to the Buyer.
<b>"Transferable Contracts"</b>	Sub-Contracts, licences for Supplier's Software, licences for Third Party Software or other agreements which are necessary to enable the Buyer or any Replacement Supplier to provide the Deliverables or the Replacement Goods and/or Replacement Services, including in relation to licences all relevant Documentation.
<b>"Transferring Assets"</b>	has the meaning given to it in Paragraph <b>Error! Reference source not found.</b> of Call Off Schedule 10.
<b>"Transferring Buyer Employees"</b>	those employees of the Buyer to whom the Employment Regulations will apply on the Relevant Transfer Date and



	whose names are provided to the Supplier on or prior to the Relevant Transfer Date.
<b>"Transferring Contracts"</b>	has the meaning given to it in Paragraph <b>Error! Reference source not found.</b> of Call Off Schedule 10.
<b>"Transferring Former Supplier Employees"</b>	in relation to a Former Supplier, those employees of the Former Supplier to whom the Employment Regulations will apply on the Relevant Transfer Date and whose names are provided to the Supplier on or prior to the Relevant Transfer Date.
<b>"Transferring Supplier Employees"</b>	those employees of the Supplier and/or the Supplier's Subcontractors to whom the Employment Regulations will apply on the Service Transfer Date.
<b>"Transparency Information"</b>	'the Transparency Reports and the content of a Contract, including any changes to this Contract agreed from time to time, except for – (i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Relevant Authority; and (ii) Commercially Sensitive Information.
<b>"Transparency Reports"</b>	the information relating to the Deliverables and performance of the Contracts which the Supplier is required to provide to the Buyer in accordance with the reporting requirements in Call-Off Schedule 1 (Transparency Reports).
<b>"TUPE Costs"</b>	means recruitment costs in respect of the provision of the Deliverables, those costs of employing the employees of the Buyer and/or any reasonable termination costs, including, without limitation, redundancy payments (but excluding costs arising from acts or omissions of the Supplier and/or Employing Sub-contractor, and/or any payment which the Supplier and/or any Employing Sub-contractor is not obliged to make by contract or statute and/or any compensation, payment, costs or awards (whether protective or otherwise) in connection with claims of unfair dismissal, discrimination and claims in respect of a protective award under the Trade Union and Labour Relations (Consolidation) Act 1992 (save where such claims are as a result of an act or omission of the Buyer)).
<b>"TUPE Count"</b>	means the total number of Transferring Former Supplier Employees and/or Transferring Employer Employees identified in the TUPE Information.
<b>"TUPE Risk Premium"</b>	means either the: a) Further Competition TUPE Risk Premium; or b) Fixed Fee TUPE Risk Premium, as the context requires.
<b>"TUPE Risk Premium Adjustment"</b>	means an adjustment to the Further Competition TUPE Risk Premium.

<b>"TUPE Risk Premium Average"</b>	means the average calculated by dividing the Further Competition TUPE Risk Premium by the lower of either: a) Labour Count; or b) the TUPE Count.
<b>"TVC"</b>	Total Viable Count is a basic measure of bacterial activity in a water sample.
<b>"Unexploded Ordnance (UXO)"</b>	Explosive remnants of war and training
<b>"UOM"</b>	the applicable unit of measure as defined in Framework Schedule F3 – Framework Prices.
<b>"Upper Quartile"</b>	in respect of Benchmarked Rates, that based on an analysis of Equivalent Data, the Benchmarked Rates, as compared to the range of prices for Comparable Deliverables, are within the top 25% in terms of best value for money for the recipients of Comparable Deliverables.
<b>"US-EU Privacy Shield Register"</b>	a list of companies maintained by the United States of America Department for Commerce that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: <a href="https://www.privacyshield.gov/list">https://www.privacyshield.gov/list</a> ;
<b>"Variable Profit"</b>	the total element of profit, as declared on the Order Form, that shall be paid if a Target level of performance (Target is above ALP) is achieved for all Performance Measures.
<b>"Variation"</b>	has the meaning given to it in Core Terms clause 24 (Changing the contract).
<b>"Variation Form"</b>	the form set out in Joint Schedule 2 (Variation Form).
<b>"Variation Procedure"</b>	the procedure set out in Core Terms clause 24 (Changing the contract).
<b>"Variation Threshold"</b>	has the value set out in the Order Form;  Is the value which when exceeded (on an aggregate basis) the Supplier shall be entitled to include the effect the variation(s) has had on other elements of the Call-Off Contract within any impact assessment and the Buyer will consider this as part of the Variation Procedure.
<b>"VAT"</b>	value added tax in accordance with the provisions of the Value Added Tax Act 1994.
<b>"VCSE"</b>	a non-governmental organisation that is value-driven and which principally reinvests its surpluses to further social, environmental or cultural objectives.
<b>"VESDA"</b>	an abbreviation of Very Early Smoke Detection Apparatus) is a laser-based smoke detection system. The name VESDA has become a generic name for most air sampling applications.

<b>“Void Preparation”</b>	activities and works associated with maintaining the Buyer’s standards within vacant Buyer’s Premises in readiness for occupation.
<b>Warning Notices</b>	A statement explaining that the instructions contained in a order must be obeyed and warning of the possible consequences of failure to comply.
<b>“Waste Hierarchy”</b>	has the meaning given to it in the Waste (England and Wales) Regulations 2011, as amended from time to time.
<b>"Water Management Systems (WMS)"</b>	Is a computer system designed to support the water resource management function.
<b>“Wilful Estate Damage”</b>	means deliberate or negligent actions or unacceptable behaviour by Employer staff (or third parties employed by the Employer) that causes damage to an Employer Asset and in the view of a reasonable person or persons is not acceptable in the environment in which the incident occurred. This includes, but may not be limited to, estate damage caused by wilful overt stupidity, wilful carelessness, negligence, drunken behaviour and / or criminal acts resulting in damage.
<b>“Works Arising from Planned Maintenance”</b>	means Reactive Maintenance Works identified by either the Supplier or Buyer which are required to be completed. These works may be identified during Planned Maintenance activities, building fabric inspections, audits or other non-reactive activities.
<b>"Worker"</b>	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) ( <a href="https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees">https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees</a> ) applies in respect of the Deliverables.
<b>"Working Day"</b>	any day other than a Saturday or Sunday or public holiday in England and Wales unless specified otherwise by the Parties in the Order Form.
<b>“Working Hours”</b>	standard hours of business of the Buyer at each Buyer Premises as defined by the Buyer at Further Competition. “Operational Working Hours” shall be construed accordingly.
<b>"Work Instructions"</b>	is a document that provides specific instructions to carry out an activity
<b>"Work Order"</b>	means a written instruction by the Buyer to carry out Billable Works or for a Recompense Request.
<b>"Work Package"</b>	a group of Services as defined in Framework Schedule 1 – Specification.