

**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.
  - 1.3.12 the capitalised expressions included in this Joint Schedule 1 (Definitions) include those referenced in the Framework Agreement (RM6089, Lots 2a and 2b), the Regional Accommodation Maintenance Contracts (RAMS) and the National Accommodation Management Contract (NAMS);

therefore, there are instances where a capitalised expression does not appear in the suite of Tender Documents for each Contract.

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

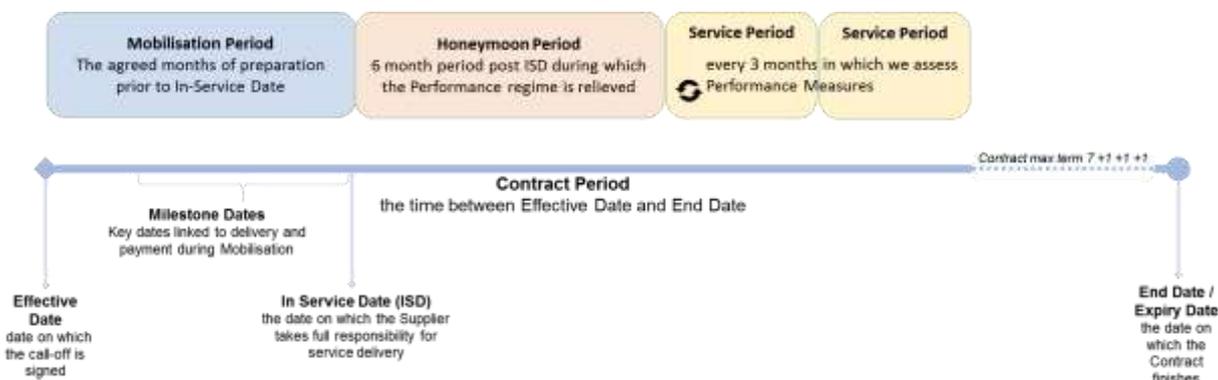


Figure J1. Key Contract Dates.

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

DEFINITION	MEANING
<b>“ABI Model Form of Guarantee Bond”</b>	as defined in Call Off Schedule 21.
<b>“Acceptance”</b>	means a Deliverable has met the criteria for an invoice to be cleared for payment.
<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
<b>“Access Control Systems”</b>	a system for controlling physical access to an Asset.
<b>“Accreditor”</b>	the person responsible for confirming that the specific implementation of any information system, in whole or in part, has been secured, takes account of national and departmental regulations, and does not present an unacceptable risk to national security.
<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>	in relation to the <b>Fund</b> , 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>"Additional Needs and Disability Adaptations" (ANDA)</b>	means a requirement for adapted accommodation or specialist equipment due to medical reasons, supported by written professional evidence (for example an OT report) from an appropriate source.
<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 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>	means SFA and the Assets associated with SFA, such as garages, communal areas (including flat stairs, bin areas and

	foyers), grounds, roads, pathways, infrastructure, office accommodation (in some converted SFA) and recreational facilities.
<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>"Allocation"</b>	the process of allocating Service Family Accommodation (SFA) ensuring all Applications, Offers and Acceptances are dealt with in accordance with JSP 464.
<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>"Annex"</b>	extra information which supports a Schedule.
<b>"Alternative Dispute Resolution" (ADR)</b>	Alternative Dispute Resolution (ADR) schemes are processes that enable the Parties to resolve a dispute without having to go to court, typically via mediation or arbitration.
<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>	applications for occupancy of SFA or a garage.
<b>"Applicant"</b>	those applying for SFA or a garage and who will become the licence holder.
<b>"Application Programming Interface" (API)</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>"Appointment"</b>	a pre-set arrangement with the Occupant to visit an SFA.
<b>"Appropriation"</b>	this is where the SFA remains under the maintenance responsibility of the Buyer but is not used for SFA. This could be for Single Living Accommodation (SLA), welfare uses or Buyer office accommodation.
<b>"Appropriation Business Case Request Form"</b>	the form used by the NAMS Supplier to manage all Applications for the Appropriation of Affected Property.
<b>"Approval"</b>	the prior written consent of the Buyer; "Approve" and "Approved" 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>“Archetype Rates”</b>	the rates for completing Archetype Works as set out in Call-Off Schedule 5 (Call Off Pricing).
<b>“Archetype Works”</b>	specific work tasks that are standardised across the Affected Property and which, from time to time, the Supplier will be required to carry out at the Buyers request.
<b>“Area”</b>	a grouping of Affected Property that is a sub-division of a Region and is further sub-divided into Sub-Areas.
<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: <ul style="list-style-type: none"> <li>• 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;</li> <li>• materials, bought-out parts and sub-contracted work including such costs in respect of the provision of special jigs and tools;</li> <li>• 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</li> <li>• a sum for profit to be agreed and specified in the Contract.</li> </ul>
<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” (AIM)</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” (AIR)</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>“Asset Management Programme”</b>	the Buyer’s change programme to adopt and implement asset management practices in line with ISO55000, that recognises its role to ‘inform and advise’ which is aligned to the customer role to ‘understand and decide’.
<b>“Asset Management System”</b>	a coherent approach to inform/advise/plan areas of asset management across Defence including detailed process flows, responsibilities, key artefacts, outputs, timescales, etc.
<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>	the Relevant Authority’s right to: 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); 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; c) verify the Open Book Data; d) verify the Supplier’s and each Subcontractor’s compliance with the applicable Law; 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

	<p>obligation to inform the Supplier of the purpose or objective of its investigations;</p> <p>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;</p> <p>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;</p> <p>h) review any books of account and the internal contract management accounts kept by the Supplier in connection with each Contract;</p> <p>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;</p> <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>	<p>an 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.</p>
<b>"Authority"</b>	<p>CCS and each Buyer.</p>
<b>"Authority Cause"</b>	<p>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.</p>

<b>“Backlog Maintenance”</b>	has the meaning described in Call-Off Schedule 5 (Call-Off Pricing).
<b>"BACS"</b>	the Bankers' Automated Clearing Services, which is a scheme for the electronic processing of financial transactions within the United Kingdom.
<b>“Balanced Score Card”</b>	has the meaning given to it in Call-Off Schedule 14, Performance Management.
<b>“Band for Charge” (BfC)</b>	the result of the application of the Combined Accommodation Assessment System (CAAS) methodology to determine the Band for Charge (BfC) for a Service Family Accommodation (SFA) or Substitute Service Family Accommodation Property (SSFA). The Buyer policy and operational guidance for CAAS is set out in JSP 464 Vol 3 Parts 1 and 2.
<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>“Business Continuity and Disaster Recovery (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>“Better Defence Estates Strategy” (BDES)</b>	the strategy set out in the MOD publication “A Better Defence Estate”, published in November 2016.
<b>“Beyond Economic Repair”</b>	has the meaning given to it in paragraph 29.8 of Framework Schedule 1 (Specification).
<b>"Billable Works" also Billable Works Services (BWS)</b>	means chargeable Work/Services that is not included in the Fixed Price Services.
<b>“BIM”</b>	means Building Information Modelling.

<b>“BIM Documents”</b>	means the BIM Model Production and Delivery Table and the BIM Information Requirements. (RAMS Contract, Call-Off Schedule 4).
<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 (RAMS Contract, Call-Off Schedule 4).
<b>“BIM Information Requirements”</b>	the document set out in RAMS Call-Off Schedule 4, Annex A.
<b>“BIM Model Production and Delivery Table”</b>	the building information model production and delivery table set out in RAMS Call-off Schedule 4.
<b>“Baseline Personnel Security Standard (BPSS)”</b>	the required level of screening for any individual working with or on behalf of a government department.
<b>“Breach of Licence Process”</b>	the process described in JSP 464 that is followed when an Occupant breaches their Occupancy Agreement / Service Licence to Occupy.
<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 (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, in either case as more particularly set out in the Security Policy.
<b>"Broadly Comparable"</b>	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 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, and "Broad Comparability" shall be construed accordingly.
<b>“BS EN ISO 9001”</b>	means the internationally recognised Quality Management System (QMS) standard.
<b>“BSI Group”</b>	refers to the British Standards Institute.
<b>“Building Engineering Services Association”</b>	is the UK'S leading trade organisation for building engineering services contractors - representing the interests of firms active in

<b>(BESA)</b>	the design, installation, commissioning, maintenance, control and management of engineering systems and services in buildings.
<b>“Building Regulations Compliance System”</b>	<p>the MOD system developed by Defence Infrastructure Organisation to ensure that all building works achieve compliance with the requirements of the Building Regulations and are certified as being compliant with the design solutions contained within the Approved Documents which support the Building Regulations (or Technical Handbook or Technical Booklets in Scotland and Northern Ireland).</p> <p>The system is based upon a third party system of inspection and certification carried out by a Building Control Specialist known as a Building Control Advisor (BCA).</p>
<b>“Building Services Unique Identifier”</b>	a unique MOD-wide serial number that is assigned to a Level 2 Asset and remains constant throughout its life.
<b>“Building Standards Team”</b>	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.
<b>“Built Asset”</b>	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, or the Affected Property.
<b>“Bulk Lease”</b>	property leased in the short to medium term (5 - 10 years), to satisfy a new requirement, until the long-term steady state requirement can be established.
<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 Notice of Change"</b>	as described in CO Schedule 15, Contract Management under "Change Requests".
<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"</b>	the property, other than real property and IPR, including the Buyer System and 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>"Buyer Supplied Applications"</b>	IS software supplied by the Buyer (see Schedule 28 Part 3 para 2.9)
<b>"Buyer Supplied Information"</b>	the information supplied by the Buyer to the Tenderer to support the Tenderer's tender response.
<b>"Buyer System"</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. Generally referred to as "Buyer IS".
<b>"CAD"</b>	means "Computer Aided Design".
<b>"CAFM System"</b>	the computer aided facilities management system operated by the RAMS Suppliers in connection with the provision of the Deliverables.
<b>"Call-Off"</b>	the process in which the Buyer can procure Services available through the Framework.
<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 expresses severe disapproval.
<b>"Central Government Body"</b>	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: <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 Control Procedure”</b>	means the procedure that must be followed in accordance with regulation 13 of the Employment Regulations (CO Schedule 2, Staff Transfer, in relation to Part A: Staff Transfer at Start Date – Outsourcing From The Buyer (Optional).
<b>“Change Management Process”</b>	the process of managing changes to the Contract Conditions, Contract Data, (including Affected Property) and Service Information.
<b>“Change Proposal”</b>	as defined in CO Schedule 15, Contract Management, Change Requests.
<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>“Civil Engineering Environmental Quality Assessments” (CEEQUAL)</b>	the international evidence based sustainability assessment, rating and awards scheme for civil engineering infrastructure, landscaping and works in public spaces.
<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>“Collaborative Business Relationship Management”</b>	identification, development and management of collaborative business relationships within, or between organisations.
<b>“Combined Accommodation Assessment System” (CAAS)</b>	the methodology used to determine the accommodation charge for individual properties.
<b>“Code of Connection” (CoCo)</b>	the APIs etc. that will be needed to join information systems together.
<b>“Commencement Date”</b>	means "the date of Contract Award".
<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” (CDE)</b>	the Buyer's IS environment to be used by the Supplier as the repository for information used to collect, manage, report and disseminate data and documentation for the Contract, and which shall act as the Buyer's single source of information for managing the Contract.
<b>“Communal Areas”</b>	parts of a house, building, block of flats, street or Housing Area which Occupants have a right to use in common with other Occupants and for which the MOD is responsible.
<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.

<p><b>“Comparison Group”</b></p>	<p>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.</p>
<p><b>“Compensation for Persistent Performance Failure”</b></p>	<p>shall have the meaning given to it in paragraph 6 of Call Off Schedule 14 (Performance Management).</p>
<p><b>“Compliance Officer”</b></p>	<p>the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations.</p>
<p><b>“Complaint”</b></p>	<p>when either an Occupant, Applicant, advocate, stakeholder, or other party, expresses dissatisfaction with the Service provided by the Supplier, or Buyer, including appeals against decisions made by the Supplier or Buyer.</p>
<p><b>“Complaints Process”</b></p>	<p>a three stage complaints procedure operated by the Contractor and Employer in reaction to a Complaint.</p>
<p><b>“Complete Property Service” (CPS)</b></p>	<p>an annual undertaking by the RAMS Supplier where SFA needing proactive remedial work is identified (e.g. frequent/high number of reactive maintenance requirements). The CPS will include the completion of any maintenance required, carrying out basic checks relating to repairing responsibilities, accessibility, aids and adaptations advice, safety measures and energy efficiency.</p>
<p><b>“Component”</b></p>	<p>any constituent parts of the Deliverables.</p>
<p><b>“Condition Survey”</b></p>	<p>means a periodic lease-driven survey and/or formal periodic survey.</p>
<p><b>"Confidential Information"</b></p>	<p>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.</p>
<p><b>"Conflict of Interest"</b></p>	<p>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.</p>
<p><b>“Construction Environmental Management Plan”</b></p>	<p>a plan outlining how a construction project will avoid, minimise, or mitigate effects on the environment and surrounding area.</p>
<p><b>“Construction Operations Building Information Exchange” (COBie)</b></p>	<p>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.</p>

<b>“Contact House”</b>	SFA used as short-term family accommodation for single parents’ visitation rights, administered by the service welfare organisations.
<b>“Consumables”</b>	goods that are used up/worn out and need to be replaced often to maintain Asset functionality.
<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"</b>	either the Framework Contract or the Call-Off Contract, as the context requires.
<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 Management System”</b>	the information system(s) used to manage the Contract.
<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; or</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. <b>"Controlled"</b> shall be construed accordingly.
<b>“Controller”</b>	has the meaning given to it in the GDPR.
<b>“Core Services”</b>	the Services that are part of the core price as set out in Call-Off Schedule 5 (Pricing).
<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

<p><b>"Costs"</b></p>	<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 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> <ul style="list-style-type: none"><li>Overhead;</li><li>financing or similar costs;</li><li>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;</li><li>taxation;</li><li>finances and penalties;</li><li>amounts payable under Call-Off Schedule 16 (Benchmarking) where such Schedule is used; and</li></ul>
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	non-cash items (including depreciation, amortisation, impairments and movements in provisions);
<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>	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>“CRADS”</b>	means Criteria Review Approach Documents.
<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 questionnaire that must be completed under the Defence Cyber Protection Partnership (DCPP) Cyber Security Model (CSM), in accordance with DEFFORM 47, Paragraph 19, Security, 19.3
<b>“Civil Service Pension Scheme” (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.

<p><b>“Cyber Security Implementation Plan”</b></p>	<p>means the plan to manage Cyber Risk controls, not limited to any risk-balance case and mitigation measures required by the Buyer.</p>
<p><b>“Cyber Security Incident”</b></p>	<p>means an event, act or omission which gives rise or may give rise to:</p> <ul style="list-style-type: none"> <li>(a) unauthorized access to an information system or electronic communications network;</li> <li>(b) disruption or change of the operation (including but not limited to takeover of control) of an information system or electronic communications network;</li> <li>(c) destruction, damage, deletion or the change of MOD Identifiable Information residing in an information system or electronic communications network;</li> <li>(d) removal or limiting the possibility to use MOD Identifiable Information residing in an information system or electronic communications network; or</li> <li>(e) the appropriation, publication, dissemination or any other use of non-public MOD Identifiable Information by persons unauthorised to do so.</li> </ul>
<p><b>“Cyber Security Instructions”</b></p>	<p>means DEFSTAN 05-138, together with any relevant ISN and specific security instructions relating to this Contract issued by the Buyer to the Supplier.</p>
<p><b>“Cyber Security Model” (CSM)</b></p>	<p>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.</p>
<p><b>“Data”</b></p>	<p>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.</p>
<p><b>“Data Asset Catalogue” (DAC)</b></p>	<p>a specific document that captures the detail (types, purpose &amp; volumes) of data held by the Contractor on the Buyer's behalf, to include all data holdings: system (structured), unstructured electronic &amp; hard-copy materials.</p>
<p><b>“Data Dictionary”</b></p>	<p>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.</p>

<b>“Data Exchange”</b>	an exchange of Contract data in accordance with the data management requirements.
<b>“Data Exit Plan” (DEP)</b>	an overarching document that details the approach, methods and timing for the orderly transition of data upon Contract expiry or termination.
<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>	a formal document that outlines how the routine acquisition, handling and curation of Data are managed throughout the life of the Contract.
<b>“Data Project Plan”</b>	a “sub-set” of the Data Management Plan specific to the Mobilisation Period.
<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 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 Quality Development Plan”</b>	a plan to address the completeness, accuracy, validity and timeliness of infrastructure Asset Data, as per Call-Off Schedule 28 (Call-Off Specification), part 1, para 11.
<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>“Death Benefit Scheme”</b>	as relating to the Civil Service Pension Scheme.
<b>“Decent Home Standard”</b>	methodology used to determine the overall physical conditions of the SFA.
<b>“Deductions”</b>	all Performance Measure 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) 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 Accommodation Stores” (DAS)</b>	furniture and fittings for Service Family Accommodation (SFA) and Substitute Service Family Accommodation (SSFA).
<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 Fire Risk Management Organisation (DFRMO)</b>	fire safety and fire fighting capability during peace and conflict to protect MOD personnel and assets.
<b>“Defence Related Environmental Assessment Methodology” (DREAM)</b>	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>“Defence Disposal Agency”</b>	the sole executive agency within the MOD with the authority to dispose of defence equipment that is surplus to requirement.
<b>Defence Fire Risk Management Organisation (DFRMO)</b>	fire safety and firefighting capability during peace and conflict to protect MOD personnel and assets.
<b>Defence Information Notices (DIN)</b>	an official document that tells people in the Services or MOD about important instructions, guidance or other information that

	they need to know to do their job properly or might want to know to do their job better.
<b>Defence Occupancy Management Information System (DOMIS-R)</b>	the principal Buyer supplied, Category A, housing management IS platform.
<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, either by (a) confirmation in writing to the Supplier; or (b) issue of a Satisfaction Certificate, by the Buyer, where Call-Off Schedule 13 (Mobilisation) is used. <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 Disposals Plan”</b>	the Buyer’s plan to dispose of Assets.
<b>“DIO Flexible Framework” (FF)</b>	the Buyer’s self-assessment tool used to guide the embedding of Sustainable Development into the Supplier’s activities and acquisition.
<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 Performance Measures, 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>“Disclosure of Tax Avoidance Schemes” (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>“Duty Stations”</b>	the location to which the Service Personnel are assigned.
<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>“Early Warning”</b>	has the meaning given to it in CO Schedule 15, Contract Management, Early Warnings (Section 9 for NAMS and Section 10 for RAMS).
<b>“Early Warnings Register”</b>	has the meaning given to it in CO Schedule 15, Contract Management, Early Warnings Records (Section 9.4 for NAMS and Section 10.4 for RAMS).
<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”</b>	one of the Response Categories used for Reactive Maintenance; an Emergency is an incident occurring on the Affected Property which: <ul style="list-style-type: none"> <li>• threatens imminent risk of injury to persons</li> <li>• presents a high risk of extensive damage to property or the environment.</li> </ul> An Emergency incident is usually coupled to an emergency call out of the emergency services or a utilities company.
<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 ICT Services, or any part of the ICT Environment or the Services, has or may have developed a fault.
<b>“Employee Liability”</b>	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>(a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;</p> <p>(b) unfair, wrongful or constructive dismissal compensation;</p> <p>(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;</p> <p>(d) compensation for less favourable treatment of part-time workers or fixed term employees;</p> <p>(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 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>

	(b) if a Contract is terminated before the date specified in (a) above, the date of termination of the Contract.
<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>“Energy Performance Certificate” (EPC)</b>	a certificate required for all properties when constructed, sold or let. EPCs provide details of how efficient a building is, with a rating from A (very efficient) to G (inefficient).
<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>“Enhanced Get You In Pack”</b>	“Get You In Pack” items are provided to the Occupant in time for the time of the Move-in Appointment. “Enhanced Get You In Packs” include the provision of a laundered items service and are provided by the NAMS Supplier for the duration of an Occupants stay for residential courses that are run annually at the Royal College of Defence Studies and the Shrivenham Defence Academy.
<b>“Entitled”</b>	a person who is entitled to Occupy SFA as described in JSP 464.
<b>“Entitlement”</b>	eligibility to occupy SFA or SSFA.
<b>“Environmental Management Plan” (EMP)</b>	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” (EMS)</b>	the Supplier’s 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 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>“ESyO”</b>	means Establishment Security Officer.
<b>“Event”</b>	a discrete interaction, or group of interactions, with the Occupant where data is curated within the NAMS MIS to support future retrieval or viewing, that provides a whole picture of the interaction at a future date.
<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 Costs”</b>	as defined in Call Off Schedule 2, paragraph 6.8.
<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>“Exit Plan”</b>	means the plan detailed in Call-Off Schedule 10, Section 3.
<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>“Extension Period”</b>	the Framework Optional Extension Period or the Call-Off Optional Extension Period as the context dictates.
<b>“Factory Acceptance Testing” (FAT)</b>	a process that evaluates the object of the test during and after the assembly process by verifying that it is built and operating in accordance with the design specification. Deviations or abnormalities observed during testing are documented in a problem report and corrected prior to delivery/application.
<b>“Facilities Condition Management” (FCM)</b>	the management of assets at the optimum economic condition by providing an evidence based estimate of investment costs so that Defence can make prudent and informed investment decisions, informing the prioritisation of projects for maintenance, repair and/or renewal.
<b>“Fair Deal Employees”</b>	those: (a) Transferring Buyer Employees; and/or (b) Transferring Former Supplier Employees; and/or (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; (d) where the Former Supplier becomes the Supplier those employees (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.
<b>“Fair Deal Schemes”</b>	means the relevant Statutory Scheme or a Broadly Comparable pension scheme.
<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>“Final Supplier Personnel List”</b>	used in relation to Call Off Schedule 2, Part E: Staff Transfer on Exit (Mandatory).

<p><b>“Financial Distress Event”</b></p>	<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>
<p><b>“Financial Distress Service Continuity Plan”</b></p>	<p>a plan setting out how the Supplier will ensure the continued performance and delivery of the Deliverables in accordance with the Contract in the event that a Financial Distress Event occurs.</p>
<p><b>“Financial Year”</b></p>	<p>is an accounting year that commences in April and completes in the following March, which is used to calculate budgets, profits and losses.</p>
<p><b>“Fine Grass”</b></p>	<p>means as per the definition provided in RAMS Call-Off Schedule 28, Part 6, Estate Maintenance, 6. Garden Maintenance, 6.34.</p>

<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, 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>MOD “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>	any event, occurrence, circumstance, matter or cause affecting the performance by either the Relevant Authority or the Supplier of its obligations arising from:

	<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> <p>(g) any failure of delay caused by a lack of funds.</p>
<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 Planned Preventative Maintenance over a two year 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>“Fuel Subsidy Scheme” (FSS)</b>	a scheme to offset additional domestic utility costs incurred by Service Personnel who are placed, for service reasons, in SFA that are expensive to run.
<b>“Fund Actuary”</b>	the actuary to a Fund appointed by the Administering Authority of that Fund.

<b>“Fund”</b>	<b>a pension fund within the LGPS.</b>
<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>“Garden Maintenance”</b>	means the art and vocation of keeping a landscape healthy, clean, safe and attractive.
<b>“Garden Support List”</b>	the list of SFA which are entitled to receive Garden Maintenance.

<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>“Get You In Pack”</b>	those items that may be issued to Occupants (such as bedding) of SFA for up to 6 weeks following move in.
<b>“Get You Out Pack”</b>	those items (such as bedding) that may be issued to Occupants of SFA for 6 weeks prior to move out.
<b>“GFA”</b>	means Government Furnished Assets.
<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>	means 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>	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>(a) are supplied to the Supplier by or on behalf of the Authority; or</p> <p>(b) the Supplier is required to generate, process, store or transmit pursuant to a Contract; or</p> <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 Social Value Portal”</b>	a free online tool that sets out a framework to assess social value and which sets out key Themes, Outcomes and Measures (TOMS).
<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>“Grounds Maintenance”</b>	those tasks required to maintain the estate and grounds of the Affected Property to a reasonable standard ensuring that those assets comprising can continue to be used in a safe manner and present the Buyer’s business in a favourable light.

<b>“Grounds Maintenance Plan”</b>	the plan of activities required to complete Grounds Maintenance Services for a given area.
<b>“Guaranteed Agreement(s)”</b>	means the Framework Contract and all Call-Off Contracts made between the Beneficiary and the Supplier from time to time.
<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>“Habitable Faults”</b>	those faults in an SFA that do not render the SFA uninhabitable and which do not require alternative accommodation to be provided to the Occupant whilst the fault is rectified.
<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 Call-Off Schedule 14 (Performance Management), paragraph 3.
<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>“House File”</b>	a file for each Service Family Accommodation (SFA) and Substitute Service Family Accommodation (SSFA) containing all records associated with that property.
<b>“Housing Areas”</b>	a geographic administrative grouping of Service Family Accommodation (SFA).
<b>“Housing Estate”</b>	a grouping of SFA and associated garages and communal areas, which is a sub-division of Sub-Area.
<b>“Housing Officer”</b>	the Supplier’s representatives on the ground, interfacing directly with Service personnel and their families and dependents to ensure their requirements are being met and issues are being addressed as they are identified and that the Statement of Requirement are being delivered in accordance with the Contract.
<b>“Housing Portal”</b>	the specially designed website provided by the NAMS Supplier, which is available to legitimate Occupants or their proxies and which provides support and guidance.
<b>“Housing Specific Task Schedule (HSTS)”</b>	a list of all Statutory and Mandatory tests, inspections and servicing for all Assets or their component parts within each individual Housing Sub-Area including the programme of all Planned Preventative Maintenance (PPM) tasks.

<b>“Housing Sub-Area”</b>	a smaller geographic administrative grouping of Service Family Accommodation (SFA) within a Housing Area.
<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 a 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” (IRT)</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>“Independent Housing Review Panel” (IHRP)</b>	the Panel which is the escalation point for a Stage 2 Complaint as outlined in Call-Off Schedule 15, (the IHRP may be renamed the Accommodation Complaints Review Panel during the Contract Period.)
<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” (IA)</b>	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 Systems” (IS)</b>	a generic term that covers all IS and databases data.
<b>“Infrastructure Asset”</b>	an Infrastructure Asset is a man made and maintained Asset that does not meet the criteria for a Built Asset. It is uniquely 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>“Infrastructure Management System” (IMS)</b>	the Buyer’s information system (encompassing TRIRIGA) that is used to capture statements of need for Billable Works, and the associated workflow processes that result.
<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>“Initial Void Management Report”</b>	a survey of all void SFA to be delivered to the Buyer within twenty working days after the ISD, detailing the status of the SFA with costs and recommendations for the improvement of void SFA.
<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 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, updated by the Supplier, and which facilitates optimal and sustainable occupancy of SFA and the wider Affected Property.
<b>“Intellectual Property Rights” (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>“International Personnel”</b>	Members of the Armed Forces of foreign and Commonwealth countries serving in official exchange or liaison appointments attached to the British Armed Forces, or others covered by a Memorandum of Understanding.
<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” (ISD)</b>	means the day, following Mobilisation, whereupon the Supplier will assume full responsibility for the contracted service delivery.
<b>“Irregular Occupant”</b>	an Occupant who has lost entitlement to SFA accommodation and has not vacated the SFA by the end of the Notice to Vacate period.
<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 Personnel Administration (JPA) System</b>	the Buyer’s on-line system for the personal administration of Service Personnel, including accommodation charges.
<b>“Joint Partnering Board”</b>	a Board which will convene on a six monthly basis to discuss overall contractual performance as part of the Supplier Relationship Management Strategy.
<b>“Joint Relationship Management Plan” (JRMP)</b>	the planned activities through which the Parties to the Contract will establish, maintain and improve their collaborative working relationship.
<b>“Joint Service Publications” (JSP)</b>	a series of Buyer publications that provides instructions and guidance.
<b>“Joint Service Scales of Accommodation Stores”</b>	this scale and details of the maximum quantity of free standing furniture and ancillary items that can be requested by authorised occupants of all Service Families Accommodation.
<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” (LPUID)</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 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>“Local Government Pension Scheme” (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>	regulations 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” (LP)</b>	the bacteria that can give rise to Legionnaires disease.
<b>“Long Grass”</b>	means as per the definition provided in RAMS Call-Off Schedule 28, Part 6, Estate Maintenance, 5.5 Grassed Areas, 5.5.10 Long Grass.
<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 Information System" (MIS)/(NAMS MIS)</b>	the computerised database of information, organised and programmed in such a way that it provides the NAMS Supplier with the tools to organise, evaluate and efficiently manage the provision of the Deliverables.
<b>"Management Overhead"</b>	has the meaning given to it in Overhead.
<b>"Mandatory"</b>	the mandated standards and tasks, as set by a Regulatory Authority and/or by MOD; defined within MOD SFG20.
<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:  a) the statutory minimum hourly rate of pay including the National Living Wage and National Minimum Wage as set by the Crown; or 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).
<b>"Marketing Contact"</b>	shall be the person identified in the Framework Award Form.
<b>"Medium Grass"</b>	means as per the definition provided in RAMS Call-Off Schedule 28, Part 6, Estate Maintenance, 6. Garden Maintenance, 6.24 Medium Grass.
<b>"MI Failure"</b>	"MI Failure" means when an MI report:

	<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>“Misappropriation”</b>	an SFA used for a non-core purpose such as Single Living Accommodation (SLA), offices or clubs.
<b>“Mobilisation”</b>	the activities that take place under the Contract post Contract Award and prior to the In Service Date (ISD)
<b>“Mobilisation Period”</b>	the period following the Effective Date, prior to commencement of the Services during the Contract Period, as stated in the Order Form.
<b>“Mobilisation Plan”</b>	the plan for provision of the Deliverables set out in Call-Off Schedule 13 (Mobilisation Plan) where that Schedule is used or otherwise as agreed between the Supplier and the Buyer.
<b>“Mobilisation Risk and Issue Register”</b>	a Mobilisation Risk and Issue Register constructed and maintained in conjunction with the Buyer during Mobilisation, detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them.
<b>“MOD Building Regulations Compliance System”  (BRCS)</b>	to achieve compliance the Defence Infrastructure Organisation, has developed the MOD BRCS. This system is based upon a third party system of inspection and certification carried out by a Building Control Specialist known as a Building Control Advisor. The MOD BRCS requires that all building works which are subject to the requirements of the Building Regulations are certified as being compliant with the design solutions contained within the Approved Documents which support the Building Regulations (or Technical Handbook or Technical Booklets in Scotland and Northern Island).
<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 Mandatory Compliance”</b>	compliance with requirements that are over and above the requirements of a Statutory Act or Regulation.
<b>“MOD Mandatory Requirements”</b>	the mandated tasks as defined in MOD SFG20.

<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>“Move-in”</b>	the process whereby an Occupant moves into an SFA and/or Substitute Service Family Accommodation (SSFA).
<b>“Move-in Checklist”</b>	an electronic checklist that is completed by the NAMS Supplier with the Occupant at Move-in to identify if the Move-in Standard is met
<b>“Move-in Standard”</b>	the standard for Move-in as detailed in the RAMS Contract, Part 7 of the Call-Off Schedule 28 (Specification)
<b>“Move-out”</b>	the process whereby an Occupant moves out of SFA and/or Substitute Service Family Accommodation (SSFA).
<b>“Move-out Checklist”</b>	an electronic checklist that is completed by the NAMS Supplier with the Occupant at Move-out final inspection of the SFA.
<b>“Move-out Guide” (MoG)</b>	a guide jointly developed by the Supplier and Buyer to be used by the Occupant to understand the condition that the SFA must left in at Move-out to satisfy the Move-out Standard (MoS).
<b>“Move-out Standard” (MoS)</b>	the standard for Move-out detailed in the Buyer Supplied Information.
<b>“Multi-Use Games Areas” (MUGA)</b>	a games area provided for children of service families.
<b>“NATO”</b>	means "North Atlantic Treaty Organisation".
<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>“National Service Centre” (NSC)</b>	provided by the NAMS Supplier, this the first point of contact for all Service Requests and enquiries relating to the Affected Property from those living in SFA Accommodation (Occupants), those applying for SFA (Applicants), the Buyer or the Buyer's Representatives and other stakeholders with an interest in the

	Affected Property such as the RAMS Suppliers, utility companies, local authorities or Unit representatives.
<b>“Natural Environment and Designated Sites (NEDES) Component Management Plan” (CMP)</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>“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>“Net Promoter Score” (NPS)</b>	a management tool that can be used to gauge the loyalty of a firm’s customer relationships and which serves as an alternative to traditional customer satisfaction research.
<b>“New Employer”</b>	has the meaning defined in Call Off Schedule 2, Part D: Pensions.
<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>	<p>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 have been entitled to be or become a member of, the NHSPS as a result of either:</p> <ul style="list-style-type: none"> <li>(a) their employment with the Buyer, an NHS Body or other employer which participates automatically in the NHSPS; or</li> <li>(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),</li> </ul>

	<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>	<p>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.</p>
<b>"NHS Pensions"</b>	<p>the administrators of the NHSPS, or such other body as may from time to time be responsible for relevant administrative functions of the NHSPS.</p>
<b>"NHSPS"</b>	<p>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.</p>
<b>"NHS Pension Scheme Arrears"</b>	<p>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.</p>
<b>"NHS Pension Scheme Regulations"</b>	<p>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</p>

	(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-Availability Certificate" (NAC)</b>	a certificate provided by the Supplier, approved by the Buyer, to the applicant when no SFA is available.
<b>"Non-Core Services"</b>	Services that are not covered within the Price Per Property or Price Per Estate.
<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" or "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>"Notice to Quit" (NTQ)</b>	Notice issued to Occupants when their Entitlement to Occupy ceases.
<b>"Notice to Vacate" (NTV)</b>	Notice issued to an Irregular Occupant (i.e. an Occupant without Entitlement to SFA).
<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</p>

	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.
<b>“Occupant’s 14-day Observation Form” (Observation Form)</b>	a form completed by the NAMS Supplier at an Observation Visit, 14 days after the Move-in.
<b>“Occupancy Agreement”</b>	see “Service Licence to Occupy”
<b>“Occupancy Form”</b>	a form that contains all details pertaining to a Move-in and other information.
<b>“Occupant”</b>	the licence holder occupying SFA or Substitute Service Family Accommodation (SSFA), and others resident in the property.
<b>“Offer”</b>	an offer of SFA to entitled Applicants in accordance with JSP 464.
<b>“Official Hospitality”</b>	MOD approved, Occupant hosted functions allowed at a limited number of SFA and where the RAMS Supplier delivers a deep cleaning service for kitchens and food preparation areas.
<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> <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</li> </ul>

	<p>onerous than such methods applied generally by the Supplier;</p> <ul style="list-style-type: none"> <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>"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.
<b>"Order Form Template"</b>	the template in Framework Schedule 6 (Order Form Template and Call-Off Schedules).
<b>"Organisational Information Requirements" (OIR)</b>	the 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>"Other Contracting Authority"</b>	any actual or potential Buyer under the Framework Contract.

<b>"Other Service Providers"</b>	any party or parties having a direct contract with MOD.
<b>"Out of Hours"</b>	hours that are not during the usual hours of business.
<b>"Overhead"</b>	<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>
<b>"Overseas"</b>	shall mean non-UK or foreign.
<b>"Overstayer"</b>	means the occupying of SFA beyond the end day of the licence or agreement.
<b>"Parliament"</b>	takes its natural meaning as interpreted within by Law.
<b>"Partial Termination"</b>	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).
<b>"Party"</b>	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>“Pay Less Notice”</b>	has the meaning given in Schedule 17, MOD Terms, paragraph 15.4, which refers to amendments to Clause 10 of the Core Terms.
<b>“PAYE”</b>	means "Pay As You Earn".
<b>“Pension Base Cost”</b>	<p>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 CSPA 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" (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>“Permanent Resolution”</b>	
<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 is a proactive approach to maintenance in which maintenance work is scheduled to take place on a regular basis. The type of work to be done and the frequency varies based on the equipment being maintained, and the environment in which it is operating.
<b>“Planned Preventative Maintenance” (PPM)</b>	planned maintenance tasks described as PPM requirements in accordance with this Schedule 28, MOD SFG20, manufacturer’s instructions, Good Industry Practice, or to any other standard approved in writing by the Buyer.
<b>“Pre-Move-out (PMO) Appointment”</b>	a visit to an SFA prior to Move-out to advise and inform the Occupant of arrangements and activities that are required to be completed prior to the move-out.
<b>"Prescribed Person"</b>	a legal adviser, MP or other appropriate body to which a whistleblower 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>“Price Per Estate” (PPE)</b>	(RAMS Supplier only) the annual, fixed, unit price per Housing Estate for work to maintain the non-SFA Estate as described in paragraphs 2 of Call-Off Schedule 5 (Pricing).
<b>“Price Per Property” (PPP)</b>	(RAMS Supplier only) the annual, fixed, unit price per SFA for general repairs, maintenance and servicing both within dwellings and in communal areas as described in paragraph 2 of Call-Off Schedule 5 (Pricing).
<b>“Price Per Void Maintenance” (PPVM)</b>	(RAMS Supplier only) the annual, fixed, unit price for work to maintain properties during long term voids as described in paragraphs 2 of Call-Off Schedule 5 (Pricing).
<b>“Price Per Void Preparation” (PPVP)</b>	(RAMS Supplier only) the annual, fixed, unit price for work to bring properties to the Move In Standard following vacation by an Occupant as described in paragraphs 2 of Call-Off Schedule 5 (Pricing).
<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>"Quality Management System"</b>	a set of policies, processes and procedures required for planning and execution (production/development/service) in the core business area of an organization. (i.e. areas that can impact the organization's ability to meet customer requirements.)
<b>"Quality Plan"</b>	the plan (compliant with AQAP-2105) provided as part of the Supplier's Plan that describes the documents and records required to manage the Contract, clearly identifying how and where they are stored.
<b>"Reactive Maintenance"</b>	Any maintenance carried out to no predetermined plan. This includes the restoration of an Asset and its associated sub-assets or components to a compliant condition following failure.
<b>"Reactive Maintenance Task"</b>	see Reactive Maintenance Works (below).
<b>"Reactive Maintenance Works"</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.

<p><b>"Recipient Party"</b></p>	<p>the Party which receives or obtains directly or indirectly Confidential Information.</p>
<p><b>"Recompense Request"</b></p>	<p>the process described in Schedule 15 (Contract Management) which follows the Variation Procedure or Change Management Procedure as appropriate.</p>
<p><b>"Rectification Plan"</b></p>	<p>the Supplier's plan (or revised plan) to rectify a breach, using the template in Joint Schedule 10 (Rectification Plan Template), which shall include:</p> <p>(a) full details of the Default that has occurred, including a root cause analysis;</p> <p>(b) the actual or anticipated effect of the Default; and</p> <p>(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).</p>
<p><b>"Rectification Plan Process"</b></p>	<p>the process set out in Core Terms clause 10.4.3 (Rectification Plan Process).</p>
<p><b>"Redundancy Payment"</b></p>	<p>(for the purposes of Call Off Schedule 23), Redundancy <u>Surcharge</u> 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>

	(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.
<b>“Redundant Material”</b>	means material that is identified as surplus to the requirement of the Contract for whatever reason.
<b>“Reference Date”</b>	(for the purposes of Call Off Schedule 23 Redundancy Surcharge) means either:  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  the Relevant Transfer Date,  save that where the Supplier (or, if relevant, notified Sub-contractor) and Former Supplier are the same entity such that 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>“Region”</b>	the geographical area defined in the Pricing Schedule Workbook within Booklet 5 - Price Information.
<b>“Regional Service Centre” (RSC)</b>	the RAMS Supplier back-office facility that supports delivery of services and collaboration with the Buyer, the NAMS Supplier and other RAMS Suppliers.
<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 supplier that 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>“Relationship Maturity Measurement”</b>	an exercise conducted by the Supplier with its supply chain partners and the Buyer every six (6) months, to provide three hundred and sixty (360) degree feedback on business relationships and to identify continuous improvement activities that will improve overall relationship management.
<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>	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); any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably to 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 information derived from any of the above.
<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>"Relevant Transfer Date"</b>	as defined in Call Off Schedule 2., Part A: Staff Transfer at Start Date - Outsourcing From The Buyer (Optional).
<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>"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>"Request for Retention Form"</b>	the form which enables the Occupant to request permission to continue to reside in the SFA when they are assigned elsewhere, processed by the NAMS Supplier in accordance with JSP 464.
<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>"Resource Scheduling System"</b>	the IS tool used by RAMS Suppliers to manage work allocations for RAMS Operatives and to which the NAMS has direct access for the purposes of setting up Appointments.
<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 Interconnection" (RLI)</b>	Restricted LAN (Local Area Network) interconnection (defence Net) or interconnect in DII terms.
<b>"Retention"</b>	permission to continue to reside in an SFA whilst being assigned elsewhere.

<b>“Retention Due to Expire Notice”</b>	a notice issued by the NAMS Supplier to the Occupant at least 6 weeks before the expiry of a period in which the Occupant was given permission to continue to reside in an SFA whilst being assigned elsewhere.
<b>“Retention Expired Letter”</b>	a letter issued by the NAMS Supplier to an Occupant when a retention period has expired, and they have not vacated the SFA.
<b>“Retention Panel”</b>	the panel that decides if an Occupant can remain in SFA even if the normal rules for Entitlement are not met (such as a move away from the local area).
<b>“Retention Rejected – Surplus Granted Form”</b>	a letter issued by the NAMS Supplier to the Occupant on instruction from the Buyer to allow an Occupant to remain in existing SFA after the end of a retention period where availability exists.
<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>“Risk Reduction Meeting”</b>	the Supplier’s monthly meeting with the Buyer and appropriate stakeholders, where risk reduction activities and mitigation measures are discussed and agreed.
<b>“Risk Register”</b>	the document that records the Supplier’s identification, assessment, documentation and tracking of Risks. It is presented in the form of the DIO BAR Format as at Call-Off Schedule 32, Risk Management, Annex A.
<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 5 (Prices), Annex A, Rates and Prices) to be accurate to +/- 40%.
<b>“Rural Asset”</b>	a 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 of Call-Off Schedule 13 (Mobilisation), Annex 2, Part B, or as otherwise agreed by the Parties, where Call-Off Schedule 13,

	Annex 2, Part B is not used in this Contract), granted by the Buyer when the Supplier has met all of the requirements of an Order, or Achieved a Milestone.
<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>“Scale”</b>	the second criteria the Combined Accommodation Assessment System (CAAS) uses to assess the Band for Charge for an SFA, based its size and features.
<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> <p>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;</p> <p>b) all related invoices are completely and accurately included in the MI Reports;</p> <p>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</p> <p>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.</p>
<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 Families Accommodation” (SFA)</b>	SFA is housing provide for entitled service personnel and their families. There are 4 types of SFA: - leased from Annington Homes; - MOD owned homes; - PFI operated; - acquired through bulk lease arrangements.
<b>“SFA Compensation Scheme”</b>	a scheme to compensate Occupants where standards have not been met in specific activities - missed appointments, significant defects at move-in including a failed move-in, or a move-in where there are issues that caused a significant disruption, etc..
<b>“Service Licence to Occupy”</b>	the formal agreement to occupy an SFA and Substitute Service Families Accommodation (SFSA) between the Employer (the licensor) and the Occupant (the licensee) in accordance with JSP 464 Chapter 2.
<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” (SP)</b>	serving personnel employed by MOD within the Armed Forces.
<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>	a request made to the Supplier by an Occupant for a service provided by the Supplier in relation to occupancy management.
<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>“Shortfall”</b>	as used in Call Off Schedule 2., Part D, Pensions.

<b>“Short Grass”</b>	means as per the definition provided in RAMS Call-Off Schedule 28, Part 6, Estate Maintenance, 5.5 Grassed Areas, 5.5.9 Short Grass.
<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” (SLA)</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: the Deliverables are (or are to be) provided; or the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; For ICT Services it shall also include any premises from, to or at which physical interface with the Buyer System takes place.
<b>"Small Works"</b>	means elective works which are not Projects.
<b>“SME”</b>	“Small and Medium Enterprises” (SME) means an organisation or entity: (a) having less than 250 employees; and (b) having an annual turnover of less than forty million pounds (£40,000,000); or (c) having a balance sheet of less than thirty five million pounds (£35,000,000); and (d) is totally independent of other enterprises; or (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.
<b>“Social Value”</b>	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.
<b>"Software"</b>	Specially Written Software, Supplier Software and Third Party Software.
<b>"Source Code"</b>	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.
<b>“Special Events”</b>	includes ceremonials, family days and VIP visits.

<b>"Special Terms"</b>	any additional Clauses set out in the Framework Award Form or Order Form which shall form part of the respective Contract.
<b>"Specially Written Software"</b>	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 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> </ul>

	<p>(h) details of any such individuals on long term sickness absence, parental leave, maternity leave or other authorised long term absence;</p> <p>(i) copies of all relevant documents and materials relating to such information, including copies of relevant contracts of employment (or relevant standard contracts if applied generally in respect of such employees); and</p> <p>(j) any other "employee liability information" as such term is defined in regulation 11 of the Employment Regulations.</p>
<b>"Standards"</b>	<p>any:</p> <p>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;</p> <p>standards detailed in the specification in Schedule 1 (Specification);</p> <p>standards detailed by the Buyer in the Order Form or agreed between the Parties from time to time;</p> <p>relevant Government codes of practice and guidance applicable from time to time;</p>
<b>"Standard Information Pack" (SIP)</b>	the set of standard reports used by the Buyer's executive committee.
<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” (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-Area”</b>	a grouping of Affected Property that is a sub-division of an Area and is further sub-divided into Housing Estates.
<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>"Sub-processor"</b>	any third Party appointed to process Personal Data on behalf of the Supplier related to a Contract.
<b>“Substitute Accommodation Contract” (SAC)</b>	a Buyer contract with a commercial provider to source and provide Substitute Service Family Accommodation (SSFA).
<b>“Substitute Accommodation Team” (SAT)</b>	substitute accommodation (usually leased to the Buyer) made available for Service Personnel and their family when Service Family Accommodation (SFA) is not available.
<b>“Substitute Service Families Accommodation” (SSFA)</b>	substitute accommodation (usually leased to the Buyer) made available for Service Personnel and their family when Service Family Accommodation (SFA) is not available.
<b>“Sub-Let Project Plan”</b>	a plan to manage the project to sub-let surplus SFA.
<b>“Sub-Letting Scheme” (SLS)</b>	a service that allows surplus SFA to be let to private tenants.

<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 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>"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>	has the meaning described in Call-Off Schedule 15 (Contract Management).
<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 Relationship Management Strategy"</b>	the Buyer's published approach to working with its suppliers.
<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>“Sustainability Appraisal”</b>	the method of assessing the impact of services and works on 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>“Sustainability Appraisal Screening”</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>“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>“Sustainable Procurement” (SP)</b>	a process of acquiring goods, works and services from a supplier that provides the optimum combination of whole life costs and benefits to meet the customer's requirements.
<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>“Temporary Resolution”</b>	As detailed in Call-Off Schedule 28 (Call-Off Specification) where there is an Emergency incident, that threatens imminent risk of injury to a person, or persons, and/or risk of extensive damage to property, or to the environment, a Temporary Resolution is a resolution that takes mitigating actions to make safe the incident and to prevent extensive damage to property, or the environment. A Temporary Resolution may not be the final solution to the incident, which may require an Urgent or Routine follow up Appointment to furnish a repair to the required standards.
<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, Exit Management.
<b>"Termination Assistance Period"</b>	the period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance. Such period may be extended pursuant to Paragraph <b>Error! Reference source not found.</b> of Call Off Schedule 10, Exit Management.
<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>"Themes, Outcomes and Measures" (TOMS)</b>	the framework for assessing social value, which is provided as a free online tool through the Government's Social Value Portal.
<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>"Time Relief"</b>	a request by the RAMS Supplier to the NAMS Supplier, for relief against the allowable timeframe for completing Void Preparation due to exceptional circumstances.
<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>"Transition"</b>	the management of the exit of the incumbent NGEC and the Mobilisation of FDIS.
<b>"Transition Path"</b>	the current CAAS Band for a property compared with the final CAAS Band for the property.
<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>“Total Viable Count” (TVC)</b>	a basic measure of bacterial activity in a water sample.
<b>“UK Government Construction Strategy”</b>	the strategy prepared by the Efficiency and Reform Group of the Cabinet Office and the Construction Sector Unit of BIS, working closely with Infrastructure UK and which seeks to achieve a step change in relationships and industry efficiencies.
<b>“United Kingdom Security Vetting” (UKSV)</b>	a UK Government operated security vetting service.
<b>“User Acceptance Testing” (UAT)</b>	a type of testing performed by the end user or the client to verify/accept the software system before moving the software application to the production environment. UAT is done in the final phase of testing after functional, integration and system testing is done.
<b>“UID”</b>	Unique Identifier.
<b>“Unique Property Reference Number” (UPRN)</b>	a unique alphanumeric identifier for every spatial address in Great Britain that can be found in OS's Address products. It provides a comprehensive, complete, consistent identifier throughout a property's life cycle.
<b>“Unit”</b>	a defined military organisation.
<b>“Unit Move”</b>	is the moving of a Unit not just an individual, although the process is the same.
<b>“Unit of Measure” (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>“Updates to Transparency Principles”</b>	Hyper-Link to definition found as footnote to Call-Off Schedule 1, Transparency Reports, page 1.
<b>“Urgent”</b>	one of the Response Categories used for Reactive Maintenance.
<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>“Value Band One Billable Works” or “Value Band 1”</b>	means Billable Works (NAMS & RAMS) within the associated total estimated value range as set out in the Order Form.
<b>“Value Band Two Billable Works” or “Value Band 2”</b>	means Billable Works (NAMS only) within the associated total estimated value range as set out in the Order Form.
<b>“Value Band Two (a) Billable Works” or “Value Band 2(a)”</b>	means Billable Works (RAMS only) within the associated total estimated value range as set out in the Order Form.

<b>“Value Band Two (b) Billable Works” or “Value Band 2(b)”</b>	means Billable Works (RAMS only) within the associated total estimated value range as set out in the Order Form.
<b>“Value Band Three Billable Works” or “Value Band 3”</b>	means Billable Works (NAMS & RAMS) within the associated total estimated value range as set out in the Order Form.
<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 and Call-Off Schedule 15 (Contract Management)
<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>“Virtual Data Room” (VDR)</b>	the laptop, with related equipment and permissions provided by the Buyer, which holds the Buyer Supplied Information available to Tenderers to support the development of their Tender Response.
<b>“Very Early Smoke Detection Apparatus” (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>“Virtue of Appointment” (VoA)</b>	the entitlement of Service Personnel to occupy a specific SFA by virtue of their position.
<b>“Void”</b>	unoccupied SFA.
<b>“Void Available” (VAV)</b>	unoccupied SFA that available and in a condition suitable and for Occupation.
<b>“Void Maintenance”</b>	the service provided by the RAMS Supplier to ensure that SFA are maintained whilst they are un-occupied.
<b>“Void Management” (VMan)</b>	the management of unoccupied SFA.
<b>“Void Preparation”</b>	activities and works associated with maintaining the Buyer’s standards within unoccupied SFA in readiness for occupation.

<b>“Void Reduction Plan” (VRP)</b>	a plan that indicates the anticipated number of Voids available for sub-letting at each site and which is updated and released by the Buyer from time to time.
<b>“Void Report”</b>	a report detailing all Void Affected Property, sub-divided into SFA available for Allocation and SFA unavailable for Allocation.
<b>“Void Status Type”</b>	a further sub-division of Void type, beyond the classifications Void Available and Void Unavailable.
<b>“Void Unavailable” (VUN)</b>	Unoccupied SFA that is not available for a range of reasons.
<b>“Warning Notices”</b>	a statement explaining that the instructions contained in an 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>“Waste Management Plan”</b>	a plan developed by the Supplier that describes, in detail, the amount and type of waste from a construction project and how it will be reused, recycled or disposed of.
<b>“Water Management Systems” (WMS)</b>	a computer system designed to support the water resource management function.
<b>“Waste Transfer Note”</b>	a document that details the transfer of each load of non-hazardous waste from one party to another and which ensures that there is a clear audit trail from when the waste is produced until it is disposed of.
<b>“Welcome Pack”</b>	an information pack provided by the NAMS Supplier to the Occupant at the Move-in Appointment including (as a minimum) a factsheet setting out the requirements of living in SFA accommodation, how to access the on-line ‘Guide to Living in SFA’ document, access to all statutory compliance documents (such as the Landlords Gas Safety Record and NICEIC Electrical checks), any specific instruction manuals relating to components within the property (for example boiler instructions) and a copy of their 14 day Observation Form.
<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>“Withdrawn”</b>	Withdrawn is when an offered and accepted SFA subsequently needs to be Withdrawn for exceptional reasons and another Offer shall be made to the Applicant. The withdrawn offer and the subsequent offer all count as one Offer for the Applicant.

<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 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.