

Schedule 4 - Definitions

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In this Contract the following expressions shall have the meanings hereby respectively assigned to them, except where the context requires otherwise:

Term	Definition
1st and 2nd Line Planned Maintenance	In accordance with Part 2 Paragraph 2 of Schedule 2 – Statement of Technical Requirements.
3rd and 4th Line Planned Maintenance	In accordance with Part 2 Paragraph 3 of Schedule 2 – Statement of Technical Requirements.
Access Controls	Control of access within a system.
Actual Delivery Date	The date on which a Task is accepted by the Authority.
Affected Party	The Party whose performance under this Contract is affected by a Force Majeure Event.
Agreed Delivery Date	The date on which a Task is expected to be accepted by the Authority, reached by agreement between the Contractor and the Authority's Authorised Representative and recorded on MOD Boats Form 2010A or MOD Boats Form 2010B.
Alternative Transport Route	A delivery destination, which has not been priced within the contract at the point the request is made.
Planned Maintenance Package	In accordance with Part 1 Paragraph 3.5.19. of Schedule 2 – Statement of Technical Requirements.
AQAP	Allied Quality Assurance Publications – NATO standards for quality assurance.
Authority's Authorised Demander	A person appointed by the Authority who will be authorised to purchase spares and / or consumable items through CP&F and the Contract.
Authority's Authorised Representative	A person appointed by the Authority who shall either be the Authority's Project Officer, or his authorised representative, the Commanding Officer, end user, other representative of the Authority or any other Government department.
Authority's Commercial Officer	The commercial officer of the Authority from time to time, as identified in Schedule 3 (Addressees and Other Information).
Authority's Premises	Any sites owned by the Authority.
Authority's Project Officer	The project officer of the Authority from time to time, as identified in Schedule 3 (Addressees and Other Information).

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Term	Definition
Background Information	Being information not generated in performance of the work under the Contract
Background Intellectual Property	Any Intellectual Property, other than Foreground Intellectual Property, arising which is used in performing the Contract.
Beyond Economical Repair	The Authority determines that a Boat is Beyond Economical Repair when repair is impracticable, or when the cost of repair would exceed the value gained from the Boat remaining in service.
Boat(s)	Any boat operated by the Authority including but not limited to a boat, craft, vessel, launch, inflatable, canoe, rigid inflatable boat, P2000, mexeflote, workboat, HMS Cutlass, HMS Dagger, HMS Magpie or yacht up to 50 metres, and training ships.
Boat Class	A category of Boats that all share the same design (for example Officer Training Boat).
Boats Meetings	Meetings between members of the Boats Team and Contractor delegates.
Boat Specific Safety Plan	A plan which describes how the safety of the Boat, safety of all Contractor and Sub-Contractor personnel who will undertake work under the Contract, and safety of Authority personnel overseeing work including participating in trials is maintained.
Book of Reference (BR)	A document providing general information about a Boat or equipment.
Breach of Security	A failure to uphold security.
Calendar Day	Means the twenty-four-hour period from midnight to midnight. Saturdays, Sundays and all holidays are considered calendar days.
CESG Commercial Product Assurance (CPA) Cryptographic Product	National Technical Authority and Security Assurance for all our commercial products that have secure communications.
Classification Society	A non-governmental organization that establishes and maintains technical standards for the construction and operation of ships and offshore structures.
Clause	Unique section of this Contract.
Condition	A condition is a part of the Contract that requires fulfilment.
Contract Clause	The individual sections of the Terms and Conditions for this requirement.

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Term	Definition
Contractor's Premises	Any sites owned by the Contractor including Sub-Contractor premises
Contract Effective Date	The date the Contract will commence when both parties have signed the DEFFORM 8 (Offer of Contract).
Contract Year	Year 1 of the Contract begins on the day the Contract was placed, with a year being 365 Calendar Days, excepting when there is a leap year whereby it is 366 Calendar Days.
Contracting, Purchasing and Finance (CP&F)	The Authority's strategic e-Purchasing tool which enables electronic ordering, receipting and invoicing of goods and services.
Contractor's Default	This is a non-material breach of contract whereby the Contractor fails to perform a contractual obligation.
Contract/Contractor Deliverables	All services to be provided under this Contract.
Crown	The Government.
Cyber Security	Cyber security is how individuals and organisations reduce the risk of cyber attack.
Data Reporting, Analysis and Corrective Action System (DORCS) Report	A report used to inform the Authority on all incidents (equipment failures, faults, accidents) raised and outline the corrective actions suggested by the Contractor.
Defined Business Contingency Plan	A Plan to put in place mechanisms and functions to allow personnel and assets to minimise company downtime. These plans should also cover all organisational risks should a disaster occur.
Delay Event	Any one of the following: (a) delay due to late delivery or delivery of any defective Government Furnished Equipment; (b) delay due to damage to a boat in accordance with Clause 26.6 and Schedule 11 (Government Furnished Assets); (c) any delay caused by provision of inaccurate Government Furnished Information (GFI) in accordance with Clause 47 (Government Furnished Information) (d) any delay in the Authority's provision of approval for comments on drawings, plans or other documents which are expressly stated in the Contract as requiring the Authority's approval within a stated period of time;

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	(e) any delay occasioned by the Authority exercising its rights in accordance with Clause 27 (Inspections, Tests and Trials); (f) any delay occasioned by the Authority exercising its rights in accordance with Clause 25 (Boat Acceptance); (g) planned maintenance package unexpected additional or emergent or extra work that could not have been reasonably foreseen during the first seven days of the planned maintenance package (h) Identification of issues arising from Emergent Work or Post Design Services or general state of Boat during first seven (7) calendar days of the Annual Maintenance Package. (i) Any delay to the provision of a fully completed RFQ for spares within thirty (30) days that could not have been reasonably foreseen by the Contractor. i.e obsolescence issues, resource scarcity etc.
Documentation, Obsolescence, Reliability, Configuration and Security (DORCS) Report	A report used to inform the Authority on all impacts to the Documentation, Obsolescence, Reliability, Configuration and Security aspects of Boat design and information.
Efficiencies and Benefits Register	A record/log produced and maintained by the Contractor which details any efficiencies, improvements or benefits as a result of improved ways of working during the duration of the contract at Schedule 15.
Emergent Tasks	In accordance with Part 1 Paragraph 3.5.3. of Schedule 2 – Statement of Technical Requirements.
Exit Period	The period preceding Termination of/the end of the Contract.
Expiry Date	The date when something ends.
Financial Year	1 April to 31 March
Final Warning Notice	A notice served by the Authority to the Contractor to indicate that the warning issued is to be final in accordance with 14.6-14.9 (Persistent Breach).
Firm Price	A price, agreed for the Articles or Services, or both, which is not subject to variation in any respect (including on account of fluctuations in wages, and/or cost of materials, interest rates or currency exchange rates)).
Firm Rate	A rate, agreed for the Articles or Services, or both, which is not subject to variation in any respect (including on account

Commented [EKC(SBAP1)]: Is this correct? Not 6 April to 5 April?

Commented [MB2]: Refer to the relevant clause of the T&Cs?

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Term	Definition
	of fluctuations in wages, and/or cost of materials, interest rates or currency exchange rates)).
Fire Authority (local)	Fire and Rescue Service.
Force Majeure Event	The occurrence after the Contract Effective Date of any event or occurrence which is outside the reasonable control of the Affected Party and which is not attributable to any act of or failure to take reasonable preventative action by the Party concerned, including without limitation: a) War, civil war, armed conflict or terrorism; or b) Nuclear, chemical or biological contamination unless the source or cause of the contamination is the result of a breach of this Contract by the Contractor or its subcontractors; or c) Pressure waves caused by devices travelling at supersonic speeds; d) National strikes; e) Changes in law relevant to the contract performance; f) Foreign government policy; which directly causes the Affected Party to be unable to comply with its obligations under this Contract.
Gainshare	Where the Authority and the Contractor work together to realise potential opportunities for increased efficiency and savings under the Contract.
Good Industry Practice	In relation to any undertaking and any circumstances, the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor engaged in activities of a similar scope and complexity to those that are the subject of this Contract and under the same or similar circumstances, where such contractor is seeking to comply with its contractual obligations and all applicable legal and regulatory requirements
Harbour Acceptance Trials (HATs)	In accordance with Part 1 Paragraph 3.5.16. of Schedule 2 – Statement of Technical Requirements.
HMG Baseline Personnel Security Standard	The HMG Baseline Personnel Security Standard (or 'BPSS') describes the pre employment controls for all civil servants, members of the Armed Forces, temporary staff and government contractors generally. Its rigorous and consistent application also underpins national security vetting.

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Term	Definition
Independent Safety Advisor/Auditor/Assessor	An independent individual or organisation, appointed by the Authority, responsible for advising / auditing / assessing on all safety-related matters.
Intellectual Property Rights/ Free User Rights (IPR)	"Intellectual Property Rights" or "IPRs" means patents, rights to inventions, trademarks and related goodwill, service marks, domain names, design rights (whether registrable or otherwise), applications for any of the foregoing, rights in computer software, copyright and related rights, database rights, confidential information (including know-how and trade secrets), trade or business names and other similar rights or obligations, whether registrable or not, in any country (including, but not limited to, the United Kingdom) for the full term of the rights together with any applications, extensions and renewals.
Key Performance Indicator (KPI)	A Key Performance Indicator (KPI) is a measurable value that demonstrates how effectively a company is achieving key business objectives, which is used to determine Overall Contractor Performance scores.
Key Personnel	Contractor's main personnel employed on the Project.
Law	"Law" means any applicable law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, regulation, order, regulatory policy, mandatory guidance or code of practice judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body;
Legislation	Any applicable statute, statutory rule, order, directive, regulation or other instrument having force of law (including any directive or order promulgated by any competent national or supra-national body), and all other legislation for the time being in force.
Limit of Liability	The price of all work performed during that period of time must be within this limit.
Local Authority	Local Council.
MOD Boats Forms 1010	Schedule 5A "1010 - Multi-WAF' - Multi-Task Summary Form
MOD Boats Forms 1020	Schedule 5A "1020 - WRF' – Work Request Form (WRF)
MOD Boats Forms 2010A	Schedule 5C – MOD Boats Form 2010A
MOD Boats Forms 2010B	Schedule 5B – MOD Boats Form 2010B

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Term	Definition
NATO	North Atlantic Treaty Organisation, an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949.
Non Variable Element	The percentage of the Firm Price which is not subject to variation when calculating Variation of Price.
Notifying Party	Either the Authority or the Contractor.
Official Secrets Act	The Official Secrets Acts 1911-1989 provide the main legal protection in the UK against espionage and the unauthorised disclosure of information.
Organisation Chart	A document maintained by the Contractor detailing Key Personnel.
Out of Hours Support	In accordance with Part 1 Paragraph 3.5.7. of Schedule 2 – Statement of Technical Requirements.
Parties	The Authority and the Contractor.
Permissible Delay	A Force Majeure Event or Delay Event causing the delivery date to be extended, at the agreement of the Authority.
Planned Maintenance	Both 1 st and 2 nd Line Planned Maintenance and 3 rd and 4 th Line Planned Maintenance
Planned Upkeep	A deeper maintenance upkeep period to include all servicing work that is beyond the capability of the User and all work required to maintain any statutory certification such as MCA Code of Practice Certificate.
Pricing	Agreed prices in the Contract.
Prohibited Act	"Prohibited Acts" has the meaning given to that term in DEFCON 520 (Corrupt Gifts and Payments of Commission)
Quality assurance	In accordance with ISO9001:2015: Part of Quality Management focused on providing confidence that quality requirements will be fulfilled.
Quality Assurance Representative	Quality Assurance Representative" shall be such person as is notified to the Contractor by the Authority Representative.
Quality Management	In accordance with ISO9001:2015: Coordinated activities to direct and control an organization with regard to quality.
Quality Management Plan	In accordance with ISO9001:2015: The Contractor's document that specifies which procedures and associated resources shall be applied by whom and when to a specific project, product, process or contract requirement.

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Term	Definition
Quality Management System	In accordance with ISO9001:2015: The management system in place to direct and control an organization with regard to quality.
Quality Manual	In accordance with ISO9001:2015: The document specifying the Quality Management System of an organization.
Rectifiable Default	A default that is able to be fixed.
Rectification Notice	A notice served by the Authority to the Contractor.
Rectification Plan	A plan submitted by the Contractor to the Authority including steps taken to rectify a default.
Relief Event	Means any of the following: (a) fire, explosion, lightning, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, ionising radiation (to the extent it does not constitute a Force Majeure Event), earthquakes, riot and civil commotion; (b) failure by any statutory undertaker, utility company, local authority or other like body to carry out works or provide services; (c) any accidental loss or damage to the Authority Sites or any roads servicing them; (d) any national failure or shortage of power, fuel or transport; (e) any blockade or embargo which does not constitute a Force Majeure Event; or (f) any: (i) official or unofficial strike; (ii) lockout; (iii) go-slow; or (iv) other dispute, unless any of the events listed in paragraphs (a) to (f) inclusive arises (directly or indirectly) as a result of any wilful default or wilful act of the Contractor or any Contractor Related Parties.
Required Action	An action that must be carried out in accordance with the Contract.
Required Delivery Date	The date on which a Task is requested to be accepted by the Authority, recorded on MOD Boats Form 1020.

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Term	Definition
Rework	A request by the Authority to correct a mistake or omission by the Contractor in the task that has been requested, or is due.
Safety and Environmental Case	Represents a structured argument, supported by a body of evidence that provides a compelling, comprehensible and valid case that the infrastructure, equipment, platform or service is safe for a given application in a given operating environment.
Services	Services provided by the Contractor under this Contract.
Serial Number	An identification number showing the position of a printed or manufactured item in a series.
System Manager	The Authority.
Security Aspects Letter	The letter issued by the Authority as part of this contract which identifies the classification levels of certain aspects of the requirement.
Service Personnel	A person who is a member of the United Kingdom Armed Forces.
Spares delivery/Delivery of Spares	The receipt of Spares (Codified and Un-Codified) into inventory for immediate use if required.
Standard Industrial Classification	SIC - a system for classifying industries by a four-digit code.
Step-In-Notice	A notice served by the Authority to exercise Step-In rights in accordance with the Contract.
Step Out	The Authority's intention to cease performance of the Required Action.
Step Out Plan	A step out plan (a "Step-Out Plan") includes a plan to be submitted by the Authority which shall include the actual date that the Authority shall step out and the date that the Contractor shall resume performance of the Services.
Sub-Contract	A contract between the Contractor and a Sub-Contractor or Specialist Sub-Contractor for the provision of the Contractor Deliverables.
Sub-Contractor(s)	A Sub-Contractor to the Contractor, a Specialist Sub-Contractor to the Contractor a Sub-Contractor of a Sub-Contractor to the Contractor, and any other Sub-Contractor of whatever tier involved in the provision of the Contractor Deliverables.

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Term	Definition
Specialist Sub-Contractors	A Specialist Sub-Contractor that can undertake specialist Planned and Unplanned Maintenance of equipment when stipulated by the equipment or system original equipment manufacturer. This includes all maintenance in which the original equipment manufacturer identifies that only appropriately suitably qualified and experienced personnel shall conduct the maintenance activity or A specialist task that requires equipment-specific technical accreditation as defined by the OEM or directed by the Authority that cannot be undertaken by the Contractor because they do not have appropriately suitably qualified and experienced personnel.
Support Requirements	List for essential items needed to support.
Systems & Information Security	The protection of information systems against unauthorized access to or modification of information.
Tariff Items	The individual work packages which have a Firm Price associated with them, as shown within Table A of Schedule 2A – 2K (Statement of Technical Requirements – Pricing).
Take-On, Take-Off, and Acceptance	The information contained in MOD Boats Form 2010 – Schedule 5B/ 5C.
Task	Any piece of work within the scope of this requirement issued to the Contractor via an approved MOD Boats Form 1020 – Work Request Form.
Technical Drawings	A detailed, precise diagram or plan that conveys information about how an object functions or is constructed.
Technical Reporting	A formal report designed to convey technical information in a clear and easily accessible format.
Technical Support	Support required from the Contractor that requires a technical or engineering background to conduct.
Uncodified Spares	Spare parts which do not have a NATO Codification number assigned to them.
Unplanned Maintenance	In accordance with Part 1 Paragraph 3.5.5. of Schedule 2 – Statement of Technical Requirements.
Unplanned Servicing Tariffs	Emergent/Additional/Unplanned Tariffs
Unsatisfactory Performance	Where the Overall Contractor Performance Score is less than 75% (red status) as per clause 1.3.3.

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Term	Definition
UK Government	The government of the United Kingdom (consisting of England, Scotland, Wales and Northern Ireland).
UK Government Personnel	An employee of the Government of the United Kingdom (consisting of England, Scotland, Wales and Northern Ireland).
USB Flash Drive	A small external flash drive that can be used with any computer that has a USB port.
User Groups	Military User Groups, Squadrons or Regiments that may use Boats.
Volume of Spares (VoS)	Total number to spares available.
Work in Way	Work required to be done to remove and install obstructions or connecting items, to allow the execution of specified work. This includes the rectification of any damage caused whilst carrying out the work.