



Large Boat Aerial Delivery

Draft Contract Schedule 1 (Definitions and Abbreviations)

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Definitions

1. In this Contract the following expressions shall have the following meanings in addition to those included with DEFCON 501:

Definition	Meaning
Acceptance	means the satisfaction of the Acceptance Criteria for the relevant Contractor Deliverable in accordance with Schedule 12 (Acceptance Plan) and “ Accept ” and “ Accepted ” shall be construed accordingly.
Acceptance Criteria	means the criteria for Acceptance of a Contractor Deliverable as set out in paragraph 4 of Schedule 12 (Acceptance Plan).
Acceptance Plan	means the plan for Acceptance of any Contractor Deliverable in accordance with Schedule 12 (Acceptance Plan).
Acceptance Procedure	means the procedure for Acceptance of the relevant Contractor Deliverable set out in paragraph 1 of Schedule 12 (Acceptance Plan).
Acceptance Process	means the process for Acceptance of the relevant Contractor Deliverable set out in Schedule 12 (Acceptance Plan).
Achieved Performance Level	means the Performance Level achieved by the Contractor in the relevant reporting period in accordance with the provisions of KPI Form 1 and KPI Form 2.
Aerial Drop	shall mean the controlled dispatch of the LBAD System from the Atlas C Mk 1 during flight, delivering a payload into water.
Air Drop Payload Cover	shall mean a bespoke payload cover that is securable to the payload and compatible with airdrop equipment that reduces any interference during the system extraction and deployment. Not to be associated with an environmental or transportation cover.
Airborne Equipment Release Certificate (AERC)	shall mane the formal clearance process and documentation to enable the LBAD capability to be dispatched.
Airworthy	means Aircraft declared as serviceable in the Aircraft Technical Log in accordance with the Aircraft Document Set (as defined in the CAA Air Operators Certificate) and is therefore considered fit to fly and “ Airworthiness ” shall be construed accordingly.

Definition	Meaning
Ancillary Equipment	<p>means equipment required to construct, extract and deploy a complete LBAD System that is not the LBAD Platform or the Parachute Set. This will include, but not be limited to:</p> <ul style="list-style-type: none"> i. Parachute tray; ii. Extraction equipment: <ul style="list-style-type: none"> a. Extraction bridles b. Mechanisms (for extraction, deployment and jettison); iii. Static lines and risers ; iv. Parachute disconnects; v. Carry-on equipment that is not part of the aircraft vi. Single use items; vii. Platform recovery equipment (training scenarios only); viii. Air Drop Payload Cover.
Ancillary Set	<p>Means a single set of Ancillary Equipment to enable the configuration, payload loading, extraction and deployment of a single LBAD Platform. To include recovery equipment in training scenarios only.</p> <p><u>Note:</u> Air Drop Payload Cover is ordered outside of Ancillary Set PO (Air Drop Payload Cover ordered as per item 1.4 & 1.7 of Schedule 2 (Statement of Requirements).</p>
Articles	<p>means the Contract Deliverables (goods) (SOR Items 1, including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract in accordance with Schedule 2 (Statement of Requirements) but excluding incidentals outside Schedule 2 (Statement of Requirements) such as progress reports (This definition only applies when DEFCONs are added to these Conditions).</p>
Asset Transfer Agreement	<p>means an agreement in the form agreed between the Parties which for the purposes of paragraph 9 of Schedule 13 (Exit Management) shall be consistent with the principles set out in Part 2 (Asset Transfer Agreement principles) of Appendix 2 (Exit Agreements) to Schedule 13 (Exit Management) (unless otherwise agreed).</p>
Authority	<p>means the Secretary of State for Defence acting on behalf of the Crown.</p>
Authority Data	<p>means</p> <ul style="list-style-type: none"> a. the data, text, drawings, diagrams, images or sounds (together with any database made up of any

Definition	Meaning
	<p>of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <ul style="list-style-type: none"> (i) supplied to the Contractor by or on behalf of the Authority; or (ii) generated by the Contractor in performing this Contract, <p>except in all cases to the extent that any such material is or becomes the property of the Contractor pursuant to the provisions of this Contract; and</p> <p>b. any Personal Data which the Authority discloses to the Contractor or are generated by the Contractor in performing this Contract.</p>
Authority's Representative(s)	<p>shall be those person(s) who will act as the Authority's Representative(s) in connection with the Contract. Where the term "Authority's Representative(s)" in the Conditions is immediately followed by a functional description in brackets, the appropriate Authority's Representative(s) shall be the designated person(s) for the purposes of Condition 7.</p>
Baseline	<p>means the mutually agreed starting point or value that can be used to measure schedule progress against.</p>
Business Day	<p>means 09:00 to 17:00 Monday to Friday, excluding public and statutory holidays.</p>
Central Government Body	<p>a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <ul style="list-style-type: none"> a. Government Department; b. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c. Non-Ministerial Department; or d. Executive Agency.
Change	<p>means a change which the Authority or the Contractor shall be entitled to propose in accordance with DEFCON 620 (Contract Change Control Procedure).</p>
Change in Law	<p>means any change in Law which impacts on the performance of the Contractor Deliverables which comes into force after the Effective Date.</p>

Definition	Meaning
Change Procedure	means the processes for implementing a formal Change to this Contract pursuant to DEFCON 503 (Formal Amendments to Contract), DEFCON 606 (Change and Configuration Control Procedure) and DEFCON 620 (Contract Change Control Procedure).
Charges	has the meaning given to it in Condition 19.1.
Commercial Packaging	means commercial Packaging for military use as described in Def Stan 81-041 (Part 1).
Comparable Supply	means the supply of services to another customer of the Contractor that are the same as or similar to any of the Contractor Deliverables.
Conditions	means the terms and conditions set out in this document.
Conditions Precedent	shall have the same meaning as defined in Condition 2.4.
Conflict of Interest (COI)	means a situation in which a person is in a position to derive personal benefit from actions or decisions made in their official capacity.
Consignee	means to whom the Contract Deliverables are to be delivered or on whose behalf they are to be collected at the address specified or such other part of the Authority as may be instructed by the Authority by means of a Diversion Order.
Consignor	means the name and address specified from whom the Contract Deliverables will be dispatched or collected.
Contract	means the Contract including its Schedules, Annexes and any amendments agreed by the Parties in accordance with DEFCON 503 (Formal Amendments to the Contract).
Contract Award	means the point in time at which the contract offer is made by the Authority to the successful tenderer.
Contract Documents Deliverable	means the documents referred to in Schedule 7 (Contract Deliverable Documents).
Contract Extension Option	means the extension of the following: <ol style="list-style-type: none"> 1. Services; 2. Technical Services; 3. Emergent Work Procedure; 4. Additional Spares.

Definition	Meaning
Contract Period	means the period commencing on and from the Effective Date and ending on the earlier of the Expiry Date and the Termination Date.
Contract Price	means the amount set out in Schedule 2 (Statement of Requirements) to be paid (inclusive of Packaging and exclusive of any applicable VAT) by the Authority to the Contractor, for the full and proper performance by the Contractor of its obligations under the Contract.
Contract Tasking Report	means the reports to be prepared by the Contractor and delivered to the Authority from time to time during the Contract Period in accordance with Schedule 2 (Statement of Requirement).
Contract Year	<p>Year 1 = Date of Contract Award – 31/03/2025;</p> <p>Year 2 = 01/04/2025 – 31/03/2026;</p> <p>Year 3 = 01/04/2026 – 31/03/2027;</p> <p>Year 4 = 01/04/2027 – 31/03/2028;</p> <p>Year 5 (Option) = 01/04/2028 – 31/03/2029;</p> <p>Year 6 (Option) = 01/04/2029 – 31/03/2030;</p> <p>Year 7 (Option) = 01/04/2030 – 31/03/2031;</p> <p>Year 8 (Option) = 01/04/2031 – 31/03/2032;</p> <p>Year 9 (Option) = 01/04/2032 – 31/03/2033;</p> <p>Year 10 (Option) = 01/04/2033 – 31/03/2034.</p>
Contractor	means the person who, by the Contract, undertakes to supply the Contract Deliverables, to the Authority as is provided by the Contract. Where the Contractor is an individual or a partnership, the expression shall include the personal representatives of the individual or of the partners, as the case may be, and the expression shall also include any person to whom the benefit of the Contract may be assigned by the Contractor with the consent of the Authority.
Contractor Assets	means all assets and rights owned by the Contractor and used by the Contractor or Subcontractors to provide the Contractor Deliverables in accordance with the terms of this Contract (for the avoidance of doubt, excluding those provided by or belonging to the Authority).
Contractor Deliverable(s)	means the goods, equipment and/or the services (including Services), including Packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under this Contract

Definition	Meaning
	including the Contractor Deliverables relating to all of the Exercised Options and any Emergent Work.
Contractor Delivery Plan	means the Contractor's plan for delivery of the Contractor Deliverables set out in Schedule 4 (Contractor Delivery Plan).
Contractor Employee	for the purposes of Schedule 13 (Exit Management) has the same meaning as Employee.
Control	<p>means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person:</p> <ul style="list-style-type: none"> a. by means of the holding of shares, or the possession of voting powers in, or in relation to, the Contractor; or b. by virtue of any powers conferred by the constitutional or corporate documents, or any other document, regulating the Contractor; and a change of Control occurs if a person who Controls the Contractor ceases to do so or if another person acquires Control of the Contractor.
CP&F	means the Authority's Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
CPET	means the UK Government's Central Point of Expertise on Timber, which provides a free telephone helpline and website to support implementation of the UK Government timber procurement policy.
Critical Design Acceptance Review (CDAR)	The CDAR demonstrates that the maturity of the design and supporting documentation is appropriate to support proceeding with integration, and test.
Crown Use	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A (6) of the First Schedule to the Registered Designs Act 1949.
Dangerous Goods	means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the conditions prescribed by the:

Definition	Meaning
	<ul style="list-style-type: none"> a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011); b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR); c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID); d. International Maritime Dangerous Goods (IMDG) Code. e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air; f. International Air Transport Association (IATA) Dangerous Goods Regulations.
Data Item Description (DID)	means the data item description set out in Schedule 7 (Contract Deliverable Documents).
Data Protection Legislation	<p>means all applicable Law in force from time to time in the UK relating to the processing of personal data and privacy, including but not limited to:</p> <ul style="list-style-type: none"> (1) UK GDPR; (2) DPA 2018; and (3) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended, <p>each to the extent that it relates to the processing of personal data and privacy.</p>
DBS Finance	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet).
DDP Incoterms	means Delivered Duty Paid Incoterms. This shall apply to all Articles purchased under this Contract unless amended by the Authority.
DEF STAN	means Defence Standards which can be accessed at https://www.dstan.mod.uk .
Default	means any breach of the obligations of the relevant Party (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or Subcontractors in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other. In no event shall a failure or delay in the delivery of an Authority responsibility

Definition	Meaning
	or an activity to be carried out by the Authority or its representatives in accordance with the Contract be considered a Default.
DEFFORM	means the MOD DEFFORM series which can be found at https://www.aof.mod.uk .
Deliver	means the handover of the Contract Deliverables / Articles to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Condition 25 and Delivered and Delivery shall be construed; accordingly.
Delivered Price	means the price provided for the Articles as specified in Schedule 2 (Statement of Requirements). Delivered Duty Paid (DDP) Incoterms will be applicable to all Articles.
Delivery Date	means the date as specified in Schedule 2 (Statement of Requirements) on which the Contract Deliverables / Articles or the relevant portion of them are to be Delivered or made available for Collection.
Delivery Plan	means the Contractor's plan for delivery of the Contractor Deliverables set out in DID 01 (Contract Delivery Plan (CDP of Schedule [7] of the Contract.
Denomination of Quantity	means the quantity or measure by which an item of material is managed.
Design Right(s)	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988.
Design Warranty	has the meaning given to it by Condition 35 (Warranty) of the Contract.
Dispute	means any dispute, claim or difference of whatever nature arising out of, in connection with, or in relation to this Contract, including a claim based on contract, tort, equity or domestic or international statute.
Dispute Resolution Procedure	means the procedure for resolving Disputes in accordance with DEFCON 530 (Contract Terms and Conditions).
Diversion Order	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contract Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet).
DPA 2018	means the Data Protection Act 2018.
Effective Date	means the date the Contractor signs the Acceptance of Offer of Contract (DEFFORM 10) or Receipt of the

Definition	Meaning
	Acceptance of Tender (DEFFORM 159) issued by the Authority in respect of this Contract and which will be the start date of this Contract.
Emergent Work Request	means any work requested by the Authority outside of the original Contract scope and Emergent Work shall be construed accordingly.
Employee Liability Information	shall have the same meaning as defined in Schedule 18 (Transfer Regulations).
Employing Sub-Contractor	shall have the same meaning as defined in Schedule 18 (Transfer Regulations).
Entry Criteria	means all of the criteria specified in the row numbered 6 of the table applicable to the relevant SOR Item number set out in paragraph 4 of Schedule 12 (Acceptance Plan).
Ethical Wall Agreement	means the agreement referred to in paragraph 4 of Schedule 13 (Exit Management) in substantially the form set out at Appendix 1 (Draft Ethical Wall Agreement) to Schedule 13 (Exit Management).
Evidence	means either: <ul style="list-style-type: none"> a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or b. other robust evidence of sustainability or FLEGT licensed origin, as advised by CPET.
Exclusive Assets	means those Contractor Assets used by the Contractor or a Subcontractor which are used exclusively to provide the terminated or expired Contract Deliverables under this Contract and not under any other contract.
Exercised Option	means an Option that has been exercised in accordance with Condition 7.8.2.
Exit Criteria	means all of the criteria specified in the row numbered 7 of the table applicable to the relevant SOR Item number set out in paragraph 4 of Schedule 12 (Acceptance Plan).
Exit Plan	means the plan produced and updated by the Contractor during the Contract Period in accordance with paragraph 5 (Exit Plan) of Schedule 13 (Exit Management).
Expiry Date	means [insert date of expiry without any extension of the term] as such date may be extended in accordance with Condition 7.3 (Contract Extension Options).

Definition	Meaning
F100A	MOD Form 100A is a Certificate of Design (CoD), produced in accordance with MRP RA5103 covering the requirement to identify the extent to which design specifications have been achieved.
Final Design Acceptance Review (FDAR)	the FDAR demonstrates the final design and supporting documentation is appropriate to support In-Service use of the LBAD System.
Firm Price	means a price (excluding VAT) which is not subject to variation.
Firm Price Quotation	means a price (excluding VAT) generated in response to a Task Authorisation Form which is not subject to variation.
Fixed Price	means a price (excluding VAT) which is subject to variation.
FLEGT	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging.
Flight Test Plan	means the top-level test and evaluation plan provided by the Authority within the LBAD ITN for the purposes of Contractor's understanding, which covers the ground assessment and flight trials phases.
Flight Trial 1	is full flight test and evaluation of the LBAD System with the Maritime Interdiction Craft (Medium) in a single dispatch or two payloads dispatched on separate drop zone passes. Flight Trial 1 will include activity with parachutists following the LBAD System and night dispatch.
Flight Trial 2	is full flight test and evaluation of the LBAD System with the remaining nominated craft in a single dispatch or two payloads dispatched on separate drop zone passes and a sequential dispatch of two payloads on the same drop zone pass. Flight Trial 2 will include activity with parachutists following the LBAD System and night dispatch.
Flight Trials Acceptance Date	shall be the date which the Authority considers the LBAD System to have successfully passed Flight Trials in accordance with Condition 8.
Flight Trials Date	means TBC or such a date as the Authority may in its absolute discretion agree if the date for the delivery of the

Definition	Meaning
	LBAD System set out in the Contractor's Delivery Plan is earlier.
Foreign Object Damage	is any particle or substance, alien to the LBAD system, which has caused damage.
Formal Warning Notice	has the meaning given in Condition 10.4 (Termination).
General Change in Law	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Contractor) or which affects or relates to a Comparable Supply.
GFA Failure	means the failure of the Authority to provide GFA.
Good Industry Practice	means that degree of skill, care, prudence and foresight and operating practice, which would reasonably and ordinarily be expected from time to time of a skilled and experienced contractor engaged in the same type of undertaking as that of the Contractor and/or any Subcontractor under the same or similar circumstances.
Government Furnished Assets (GFA)	has the meaning given in Condition 19.2.
Hazardous Contractor Deliverable	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released.
Illustrated Parts Catalogue	is a reference document describing in comprehensive detail, along with illustrations and part numbers of every LBAD System component.
Information	means any information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract.
Initial Design Acceptance Review (IDAR)	the IDAR demonstrates that the maturity of the design and supporting documentation is appropriate to meet the outcomes of FT1 and allow the Authority an interim capability.
Initial Provision (IP)	<p>means all spares, equipment and consumables to enable the Authority to conduct the equivalent of 80 aerial drops/2 years in service using the LBAD System.</p> <p>IP is the collective term for Spares Package 1, Spares Package 2 and Spares Package 3, as detailed within Schedule 2 (Statement of Requirement).</p>

Definition	Meaning
Intellectual Property	means patents, rights to inventions, trade marks, service marks, domain names, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, rights in 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 the United Kingdom) for the full term of the rights together with any extensions.
Interface Control Document (ICD)	is a reference document to support the tender documentations detailing specifics of equipment the LBAD System is required to be compatible with, as detailed within the Systems Requirements Document.
Issued Property	means any Government Furnished Assets (GFA), including any material issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority.
Joint Air Delivery Test and Evaluation Unit (JADTEU)	is the tri-service unit, part of the Air and Space Warfare Centre, based at RAF Brize Norton, UK. The mission of JADTEU is to enable the delivery by air, of personnel, machines and material through development trials, and training to enhance defence capability.
Key Performance Indicator (KPI)	means the performance measures described in Schedule 9 (Performance Management), being KPI 1 and KPI 2.
KPI 1	means the KPI described in paragraphs 2.1 and 3 (KPI Form 1) of Schedule 9 (Performance Management).
KPI 2	means the KPI described in paragraphs 2.1 and 4 (KPI Form 2) of Schedule 9 (Performance Management).
KPI Forms	means the KPI Forms describing KPI 1 and KPI 2.
KPI Reporting Frequency	means the reporting frequency for KPI 1 and KPI 2 as set out in Table 1 (Key Performance Indication Overview) to paragraph 2.1 of Schedule 9 (Performance Management).
KPI Retention Regime	means the description of the amount of withholds and retentions which will be made by the Authority in the event that the Contractor does not achieve the required performance levels.
Law	means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice,

Definition	Meaning
	judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Contractor is bound to comply.
LBAD Platform	shall mean all components and accessories required to accommodate a payload, including restraint fixtures.
LBAD System	<p>shall mean all equipment required to enable an LBAD capability for dispatch of the nominated (and future) large boat type; from the Atlas C Mk1 (A400M) aircraft.</p> <p>This includes:</p> <ul style="list-style-type: none"> • LBAD Platform • Parachute Set (Extraction, Descent and Platform, where applicable) • Ancillary Equipment to enable the LBAD capability • Relevant certification/airworthiness documentation to accompany equipment <p>LBAD System will be compatible with the following in-service equipment, as referenced in:</p> <ol style="list-style-type: none"> 1. ICD-001 – Standard Equipment; 2. ICD-002 – Mechanical Handling Equipment/Air Cargo Handling Equipment and ancillaries (unless specific to LBAD solution); 3. ICD-003 – Atlas C Mk1 (A400M) Air System Supplement; 4. ICD-004 – LPB; 5. ICD-005 – RPC; 6. ICD-006 – MIC (M); 7. ICD-007 – MIC (H); 8. TEA-A4-210966-1 – Interface Requirements for Future Platforms.
LCST	means Logistics Commodities & Services Transformation.
LCST Supplier Manual	shall have the same meaning as defined in Condition 25.1.7.
Legal and Sustainable	means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply.

Definition	Meaning
Lessee	means the Authority's Representative(s).
Lessor	means the Contractor.
Littoral Patrol Boat (LPB)	one of the four payload variants LBAD System is required to be capable of delivering. Defined in ICD 004.
LoAA	Letter of Aviation Authority.
Loan Agreement	means the agreement under which the Contractor loans its LBAD solution to the Authority.
Logistics Readiness Review	means the review conducted by the Authority to assess the LBAD System, maintainability, supportability and status of the Contractor's supplied LBAD System and documentation.
Major Rectification	means a rectification that has appreciable effect on the mass, balance, structural strength, operational characteristics or other characteristics affecting the Airworthiness of the LBAD System.
Maritime Interdiction Craft (MIC) Heavy (H)	one of the four payload variants LBAD System is required to be capable of delivering. The MIC payloads include a Medium and Heavy variant. Defined in ICD 007.
Maritime Interdiction Craft (MIC) Medium (M)	one of the four payload variants LBAD System is required to be capable of delivering. The MIC payloads include a Medium and Heavy variant. Defined in ICD 006.
Master Records Index (MRI)	<p>means a controlled record / document of the build standard of equipment and shall include the complete drawing set including sub-assemblies, raw material specifications, proprietary items (British Standards etc.) and all source control specifications.</p> <p>An MRI is intended to:</p> <ul style="list-style-type: none"> A. provide a reference to the Master Design Records of the latest and earlier design states of the referenced System Drawings and Specifications; B. enable the Contract Build State to be precisely defined for Production Orders; C. enable the required Design State to be identified in a Certificate of Design.
Milestone(s)	means each of the milestones numbered 1 to 16 in the Milestone Payment Plan according to a defined stage of

Definition	Meaning
	progress, which is dependent on successful completion of Contractor Deliverables.
Milestone Payment	means payments due for Milestones listed in the Milestone Payment Plan iaw the Milestones tab within Schedule 5 Pricing and Payment following Acceptance, in accordance with Schedule 12.
Milestone Payment Plan	means the milestone payment plan set out at Appendix 1 to Schedule 5 (Pricing and Payment).
Military Level Packaging (MLP)	means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain.
Military Packager Approval Scheme (MPAS)	means the MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4).
Military Packaging Level (MPL)	shall have the meaning described in Def Stan 81-041 (Part 1).
Military Permit To Fly (MPTF)	means approvals stating the definition, airworthiness, safety and limitations of Air System to be flown. For LBAD System this will encompass an MPTF for the Atlas C Mk 1 and an MPTF(AE) for the LBAD System.
Minor Rectification	means a rectification that has no appreciable effect on the mass, balance, structural strength, operational characteristics or other characteristics affecting the Airworthiness of the LBAD System.
MPAS Certificated Designer	shall mean an experienced Packaging designer trained and certified to MPAS requirements.
MPAS Registered Organisation	is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level Packaging. A company capable of both Military Level Packaging and commercial Packaging designs including MOD labelling requirements.
NATO	means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949.
Net Book Value	means the net book value of the relevant Contractor Asset(s) calculated in accordance with the usual

Definition	Meaning
	depreciation policy of the Contractor as at the Effective Date.
New Provider	has the meaning given in Schedule 18 (Transfer Regulations).
Notices	means all notices, orders, or other forms of communication required to be given in writing under or in connection with this Contract.
Notifiable Default	means a default declared by either of the Parties pursuant to Condition 9.
Occurrence	means an unplanned event associated with the operation of an Aerial Delivery Equipment System in which: a person is injured; an Aerial Delivery Equipment System sustains damage or structural failure that adversely affects its structural strength, performance or capability characteristics, or requires major repair or component replacement; or which hazards or could hazard the deploying Air System operations (including logistical issues).
Option	means each Option set out or referred to in Schedule 2 (Statement of Requirement) and/or the Schedule of Requirements.
Option Firm Price	means in respect of each Option that is identified in the Statement of Requirements (Schedule 2) and/or the Schedule of Requirements and more particularly referred to in Schedule 5 as having a Firm Price and in respect of such period only as the price payable by the Authority in respect of the Contractor's performance of the relevant part of the Option as being an Option Firm Price), as adjusted in accordance with the provisions of Schedule 5 (Pricing and Payment).
Option Fixed Price	means in respect of each Option that is identified in the Statement of Requirements (Schedule 2) and more particularly referred to in Schedule 5 as having a Fixed Price and in respect of such period only as the price payable by the Authority in respect of the Contractor's performance of the relevant part of the Option as being an Option Firm Price), as adjusted in accordance with the provisions of Schedule 5 (Pricing and Payment).
Option Price	an Option Firm Price and/or an Option Fixed Price, as the context requires.

Definition	Meaning
Original Expiry Date	means the Expiry Date as at the Effective Date (and prior to any extension in accordance with Condition 7.3 (Contract Extension Options)).
Overseas	shall mean non-UK or foreign.
Packaging	Verb. The operations involved in the preparation of material for transportation, handling, storage and Delivery to the user; Noun. The materials and components used for the preparation of the Contract Deliverables for transportation and storage in accordance with the Contract.
Packaging Design Authority (PDA)	shall mean the organisation that is responsible for the original design of the Packaging except were transferred by agreement. The PDA shall be identified in the Contract, see Annex 10 to Schedule 2 (Appendix – Addresses and Other Information), Box 3.
Parachute Set	means a quantity of parachutes required to support the Boat payload and LBAD System for both extraction and descent and “Parachute Sets” shall be construed accordingly.
Parachute System	means a quantity of parachutes required to support the payload range (3,000kg-12,000kg) for both extraction and descent.
Parent Company (If required)	means [xx], a company registered in [xx] with registered number [] whose registered office is at [xxxxxxxxx].
Parent Company [Bank] Guarantee	means the parent company guarantee provided by the Parent Company in accordance with Condition 2.4 of the LBAD Terms and Conditions in the form of Schedule 21 (Parent Company [Bank] Guarantee).
Parties	means the Contractor and the Authority, and “Party” shall be construed accordingly.
Parts & Labour Warranty	has the meaning given to it by Condition 35 (Warranty) of the Contract.
Payment Acceptance Criteria	means the relevant criteria for acceptance by the Authority of the completion of a Milestone, as referred to in paragraph 10.1.1.2.1 of Schedule 5 (Pricing and Payment).

Definition	Meaning
PDS Payment	means a payment, payable from the Effective Date, in relation to the provision of PDS and any Exercised Options that are PDS Options.
Perfect Delivery	law with the Leidos Manual version 2
Performance Level	means the level of performance which the Contractor can achieve for KPI 1 and KPI 2 as described in paragraph 2 of Schedule 9 (Performance Management).
Permanent Payment Retention	means the permanent retention the Authority is entitled to make in accordance with the provisions of Schedule 9 (Performance Management) and described in Table 1 (KPI Overview) set out in paragraph 2.1 of Schedule 9 (Performance Management) and Table 2 (Performance Level Outcomes KPI 1) set out in paragraph 3.1 of Schedule 9 (Performance Management).
Persistent Breach	<p>means the occurrence of one or more of the following events:</p> <ol style="list-style-type: none"> 1. The Contractor achieving Performance Levels for KPI 1, in respect of the quarterly reporting periods occurring during any rolling twenty-four (24) month period during the Contract Period, in each case, in accordance with the provisions of Schedule 9 (Performance Management), of: <ol style="list-style-type: none"> a. three (3) or more, C Reds (Inadequate); or b. five (5) or more, B Ambers (Requires Improvement); or c. o a combination of three (3) or more, B Ambers (Requires Improvement) and two (2) or more, C Reds (Inadequate).
Personal Data	has the meaning given in the DPA 2018.
Platform	shall mean all components and accessories required to accommodate a payload, including restraint fixtures.
Preliminary Design Acceptance Review (PDAR)	the PDAR demonstrates that the solution and supporting documentation is mature enough to proceed with the Flight Trial planning phases. Where applicable any minor rectifications are to be completed before proceeding to a CDAR.
Primary Packaging Quantity (PPQ)	means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1).

Definition	Meaning
Quarter	shall mean a calendar quarter (a period of three full calendar months).
Quarterly Payment	means the quarterly payment for the Services which form part of the Contractor Deliverables.
Recycled Timber	means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers: <ul style="list-style-type: none"> a. pre-consumer reclaimed wood and wood fibre and industrial by-products; b. post-consumer reclaimed wood and wood fibre, and driftwood; c. reclaimed timber abandoned or confiscated at least ten years previously; it excludes sawmill co-products.
Regulator	shall have the meaning given in Condition 26.1 of the Terms and Conditions.
Release To Service (RTS)	is the formal clearance process and documentation to enable the Atlas C Mk 1 to despatch the LBAD System.
Relevant Transfer	has the meaning given in Schedule 18 (Transfer Regulations).
Replacement Contractor	means any: <ul style="list-style-type: none"> (a) potential replacement contractor(s) or parties interested in performing; and/or (b) parties nominated by the Authority to provide, the Contractor Deliverables (or part thereof) or substantially similar services (or part thereof).
Requirement Change Form	means the document used to initiate and track spares orders.
Review	means each of the reviews set out in paragraphs 3 and 4 of Schedule 12 (Acceptance Plan).
Review Period	means the minimum period for review of the relevant required items applicable to the Review in question, as specified in row number 3 in the table applicable to that Review.
Riverine Patrol Craft (RPC)	is one of the four payload variants LBAD System is required to be capable of delivering. Defined in ICD 005.

Definition	Meaning
Safety Data Sheet	has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended).
Schedule of Requirements	means the schedule of requirement set out at the beginning of the Terms and Conditions, which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable.
Sensitive Information	means the information referred to in Condition 17.1 of the Terms and Conditions.
Service Payment	means the payment for the Services referred to in Sections 3, 4, 5 and 6 of Schedule 2 (Statement of Requirement) identified with an accompanying note that "this service forms part of the Service Payment and is subject to withholds and retentions in accordance with Schedule 9 (Performance Management). The relevant Service Payments being SSP 16, SSP 28, SSP 40 of Table 3 to Appendix 2 to Schedule 5 (Pricing and Payment) of the Contract.
Service Price Adjustment	means the ratification of a new price moving from one Contract Year to the next.
Service Requests	means any request by the Authority for the provision of a Service.
Services	Means the following services to be provided by the Contractor as set out in Schedule 2 (Statement of Requirement), in the following sections (such services being the Contractor Deliverables which shall be subject to the provisions of Schedule 9 (Performance Management): SOR Item 3 (Supporting Documentation/Services); SOR Item 4 (Technical Services); SOR Item 5 (Reports); and SOR Item 6 (Meetings).
Spares	An individual item or component, held within a known supply chain, at Authority readiness requirements, available for replacement of an already installed item due to unserviceability or component life expiry (as determined by item/component maintainability and reliability data), that forms part of a sub or full assembly, to return the sub or full assembly to a serviceable or ready to use status.

Definition	Meaning
Spares Price List	means the Spares price list as detailed within Schedule 11 of the Contract, to include detail on delivery lead times and Firm Prices for each of the Spares identified, valid for the Contract Periods specified therein.
Specific Change in Law	means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply.
SSUN (Single Statement of User Need)	The SSUN for LBAD project is: The User shall be able to prepare, and Air Drop (AD) select boat types with and without tailgating parachutists, onto water, by day and night, world-wide from Atlas C Mk1 aircraft.
Statement of Requirement	means Schedule 2 (Statement of Requirement) and the SDR, as amended from time to time in accordance with this Contract.
Statement of Requirement (SOR) of	means the LBAD Statement of Requirement, as set out in Schedule 2.
Step-In Notice	has the meaning given in Clause 10.1 (<i>Step-In Rights</i>);
Step-In Trigger Event	<ul style="list-style-type: none"> (a) any event falling within the definition of a Supplier Termination Event; (b) a Default by the Supplier that is materially preventing or materially delaying the performance of the Services or any material part of the Services; (c) the Authority considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this Contract; (d) the Authority being advised by a regulatory body that the exercise by the Authority of its rights under Clause 10 (<i>Step-In Rights</i>) is necessary; (e) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; and/or (f) a need by the Authority to take action to discharge a statutory duty;
Step-Out Date	has the meaning given in Clause 10.5 (<i>Step-In Rights</i>).
Step-Out Notice	has the meaning given in Clause 10.5 (<i>Step-In Rights</i>).
Step-Out Plan	has the meaning given in Clause 10.6 (<i>Step-In Rights</i>).
Subcontractor	means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of

Definition	Meaning
	subcontracting to provide Contract Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract and 'Subcontract' shall be interpreted accordingly.
System Level Drawing	Top level family tree for the system, product or component that details the major assemblies by Drawing Number, NSN & CSIS product name.
System Rectification Plan	means a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default.
System Rectification Plan Failure	means: (a) the Contractor failing to submit or resubmit a draft System Rectification Plan to the Authority within the timescales specified in Condition 9 of the Terms and Conditions (b) the Authority, acting reasonably, rejecting a revised draft of the System Rectification Plan submitted by the Contractor pursuant to Condition 9.10 of the Terms and Conditions; (c) where the Parties have agreed a System Rectification Plan in respect of a Notifiable Default, the Contractor failing to rectify a Notifiable Default by the date specified in the System Rectification Plan.
System Rectification Plan Process	means the process set out in Conditions 9.6 to 9.11 of the Terms and Conditions.
System Requirements Document (SRD)	means the structured and live definition of the optimal system requirements (including constraints), bounding contracting and verification activities as set out in Schedule 3 (System Requirements Document).
Task Authorisation Form	shall have the same meaning as defined in Condition 24.3.
Technical Documentation Online (TDOL)	is the repository for technical information, which provides a tool for hosting and viewing of publication in PDF format.
Technical Queries	means services to be provided by the Contractor which are provided as part of the Technical Services.
Technical Services	these shall comprise, from Schedule 2 (Statement of Requirement), the following: SOR Item 4.

Definition	Meaning
Temporary Payment Withhold	means the temporary withhold the Authority is entitled to make in accordance with the provisions of Schedule 9 (Performance Management) and described in Table 1 (KPI Overview) set out in paragraph 2.1 of Schedule 9 (Performance Management) and Table 2 (Performance Level Outcomes KPI 1) set out in paragraph 3.1 of Schedule 9 (Performance Management) .
Termination Date	means the date of any early termination of the whole or any part of this Contract.
Termination Notice	means any notice to terminate this Contract pursuant to Condition 10.
Threshold	means the minimum level of acceptable capability.
Third Party	means any person other than the Parties.
Timber and Wood-Derived Products	means timber (including Recycled Timber and Virgin Timber but excluding Short-Rotation Coppice) and any products that contain wood or wood fibre derived from those timbers. Such products range from solid wood to those where the manufacturing processes obscure the wood element.
Tranche(s)	means the Tranches as defined within Schedule 2 (Statement of Requirement).
Transfer Date	has the meaning given in defined in Schedule 18 (Transfer Regulations).
Transfer Notice	means the notice served by the Authority on the Contractor in writing advising the Contractor that the Contractor Deliverables are to be transferred to the Authority or to a Replacement Contractor and requiring the Contractor to provide assistance in accordance with paragraph 6.1 (Transfer Notice and Transfer Services) of Schedule 13 (Exit Management).
Transfer Period	means the period, commencing with the service of the Transfer Notice by the Authority to the Contractor, and (unless otherwise notified by the Authority) ending on the date specified in the Transfer Notice or such later date as the Authority may notify in terms of paragraph 6.6 (Transfer Notice and Transfer Services) of Schedule 13 (Exit Management).
Transfer Regulations	has the meaning given in Schedule 18 (Transfer Regulations).

Definition	Meaning
Transfer Services	means the transition services and activities to be performed by the Contractor as part of the Exit Plan and also as set out in paragraph 6.2 (Transfer Notices and Transfer Services) of Schedule 13 (Exit Management) and otherwise in this Contract.
Transferring Employee	has the meaning given in Schedule 18 (Transfer Regulations).
Transition Agreement Services	means an agreement to be entered into between the Contractor and any Replacement Contractor substantially in the form set out in Part 1 of Appendix 2 (Exit Agreements) to Schedule 13 (Exit Management) pursuant to which the Contractor agrees to provide specified services to the Replacement Contractor to assist with the smooth transition of the Contractor Deliverables.
Transparency Information	means the content of this Contract in its entirety, including from time to time agreed changes to the Contract, and details of any payments made by the Authority to the Contractor under this Contract.
UK GDPR	means the General Data Protection Regulation (Regulation (EU) 2016/679) as retained in UK law by the EU (Withdrawal) Act 2018 and the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019.
Unexpected Transferring Employee	has the meaning given in Schedule 18 (Transfer Regulations).
Validation and Verification Requirements Matrix (VVRM)	is an evaluation framework and database which supports the Acceptance Strategy defines the activities and documentation to support the Test and Evaluation process to ensure achievement of the System requirements.
Virgin Timber	means Timber and Wood-Derived Products that do not include Recycled Timber.
VOP	means Variation of Price.
VOP Condition	means the mechanism set out in Schedule 5 (Pricing and Payment) governing the variation of the prices.
VOP Non-Variable Element (NVE)	means 0.1 or 10% of the Year 1 Firm Price per Item Number which is subject to variation. The Non-Variable element is determined by the Authority and depends on numerous factors including the type of work being contracted.

Definition	Meaning
VOP Variable Element	means 0.9 or 90% of the Year 1 Firm Price per Item Number which is subject to variation.
Warranty	Shall have the meaning given to it by Conditions 35 (Warranty) and 36 (Pass Through Warranties) of the Contract.
Warranty Option	Means the Contract Options for Warranty as detailed in Schedule of Requirement Item No. 8.
Year	means the relevant year as set out in the definition of Contract Year.

Abbreviations

2. In this Contract the following abbreviations shall have the following meanings:

Abbreviation	Meaning
ADE	Airborne Delivery Equipment
AEDS	Airborne Equipment Document Set
AFE	Airborne Forces Equipment
AIL	Advance Information Leaflet
AP	Air Publication
AQAP	Allied Quality Assurance Publication
CDO	Co-ordinating Design Authority
CMS	Contract Master Schedule
DAOS	Design Approved Organization Scheme
DAP	Digital Air Publication
DASOR	Defence Air Safety Occurrence Report
DDH	Delivery Duty Holder
DDP	Declaration of Design and Performance
DID	Data Item Description
DO	Design Organisation
DT	Delivery Team, previously referred to Project Team
DTL	Delivery Team Leader
DZ	Drop Zone
EA	Engineering Authority
HFIP	Human Factors Integration Plan

Abbreviation	Meaning
HFIWG	Human Factors Integration Working Group
IPC	Illustrated Parts Catalogues
ITAR	International Traffic in Arms Regulations
ITCT	International Trade Cooperation Treaty
JADTEU	Joint Air Delivery Test Evaluation Unit
LBAD	Large Boat Aerial Delivery
LoAA	Letter of Airworthiness Authority
LoAN	Letter of Air Safety Notification
LCST	Logistic Commodities & Services Transformation
MAA	Military Airworthiness Authority
MDAL	Master Data Assumption List
MOD	Ministry of Defence, the British government department responsible for implementing the defence policy set by Her Majesty's Government.
MRI	Master Record Index
MRP	MAA Regulatory Publications, which include overarching documents, Regulatory Articles (RA) and manuals.
NATO	North Atlantic Treaty Organization
NCAGE	NATO Commercial And Government Entity
NSN	NATO Stock Number
OEM	Original Equipment Manufacturer
OM	Operations Manager/Management
PDS	Post Design Services
PESS	Programmable Elements Safety Summary
PJI	Parachute Jump Instructor
PLP	Parachutist Life Preserver
PM	Project Manager/Management as detailed in the DEFFORM 111.
PO	Purchase Order
POC	Point of Contact
Qty	Quantity
RA	Regulatory Articles. Publications detailing MAA general regulations (1000 series), flying regulations (2000 series), air traffic management regulations (3000 series), continuing airworthiness engineering regulations (4000 series) and type airworthiness engineering regulations (500 series).
RAF	Royal Air Force
RTS	Release to Service
SAL	Service Amendment Leaflet

Abbreviation	Meaning
SAR	Safety Assessment Report
SCR	Safety Case Report
SCM	Supply Chain Manager/Management
SI	Servicing Instructions
SME	Subject Matter Expert
STI	Special Technical Instruction
TAA	Type Airworthiness Authority
T&S	Travel and Subsistence
TQ	Technical Query
TQR	Technical Queries Report