Ministry of Defence

Contract Number: DGM/1880

Schedule 1: Definitions and interpretation

For:
Next Generation Munitions Solution (NGMS) Programme

November 2020

1 DEFINITIONS

In this Contract (as defined below) the following words and expressions shall have the meanings given to them, except:

(a) where the context requires a different meaning; and

(b) for the purposes of Schedule 22 (Intellectual Property Rights), where such words and/or expressions are defined differently therein.

"Acceptance"	means the acceptance of an Article in accordance with Clause 69 (Acceptance);
"Acceptance of Amendment"	has the meaning given to it in Clause 57.10 (Change);
"Achievement"	means achievement of a KPI Target in accordance with the terms set out in the relevant table in Schedule 14 (Key Performance Indicators), and "**Achieve**", "**Achieved**" and "**Achieving**" shall be construed accordingly;
"Act"	for the purposes of Clauses 49 (Disclosure of Information) and 86 (Transparency) means the Freedom of Information Act 2000;
"**Additional Task Payment**"	means a payment in respect of an Ad Hoc Task, Engineering Task or Ad Hoc Engineering Task to be made in accordance with Clause 26.20 (Payment);
"Ad Hoc Engineering Task"	means any task placed by the Authority where the required Engineering Hours are not included within the Enabling Charge Target Costs, and "**Ad Hoc Engineering Tasking**" shall be construed accordingly;
"Ad Hoc Task"	means any one-off task placed by the Authority which generally falls within the scope of capabilities provided by the Contractor under the Contract, but is not included within the Service Year Target Costs, and "**Ad Hoc Tasking**" shall be construed accordingly;
"ADS"	means the industry body for the UK aerospace, defence and security industries;
"Allowable Cost"	means a cost satisfying the requirements of Clauses 24.5

	and 24.6 (Pricing);
"Ammunition Container" or "AC"	has the meaning given in Def Stan 00-088;
"Ammunition Container Assemblies" or "ACA"	has the meaning given in Def Stan 00-088;
"Annual Manufacturing and Supply Capability Review"	means the annual review to be held by the JRCC for the purposes of reviewing and agreeing the Contractor's capability to manufacture and supply Type A Munitions in accordance with Paragraphs 4.31 to 4.35 of Schedule 8 (Manufacturing and Supply);
"Annual Reconciliation Payment"	means a reconciliation payment made in accordance with Clause 26.7 (Payment);
"Approved Sub-Contractor"	means a Sub-Contractor that is acceptable to the Contractor (acting reasonably) in accordance with its due diligence processes, and is capable of supplying goods and/or services which are approved by the Contractor (acting reasonably and in accordance with the Contract) for use in the relevant Article(s);
"Article(s)"	means all goods (excluding Services) which the Contractor is required under the Contract to supply;
"Article Type"	means each article type as identified in the column headed "Article Type" in the tables at Paragraph 3 (Product Target Costs) of Schedule 12 (Pricing);
"Articles Delivery"	means a delivery of Articles made in accordance with Clause 68 (Delivery);
"Asbestos"	has the meaning given in Regulation 2 of the Control of Asbestos Regulations 2012 (COAR);
"Associated Company"	means: (a) any associated company of the Contractor from time to time within the meaning of Section 449 of the Corporate Tax Act 2010 or any subordinate legislation; and

(b) any parent undertaking or subsidiary undertaking of the Contractor 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;

"Authority" means the Secretary of State for Defence, acting on behalf of the Crown;

"Authority Data" means any Data which is or has been:

(a) supplied to the Contractor by or on behalf of the Authority under this Contract; or

(b) generated by the Contractor in performing this Contract, except to the extent that any intellectual property in any such material is the property of the Contractor pursuant to the provisions of this Contract;

"Authority Delay" has the meaning given in Clause 65.2(b) (Delay Events);

"Authority's Agent" means the HM Government department or Contractors authorised by the Codification Authority to undertake NATO codification;

"Authority's Quality Representative" means a member of WpnsEng Quality providing subject matter expert support to the Authority;

"Base Exchange Rate Value" has the meaning given to it in Paragraph 9.4(b) of Schedule 12 (Pricing);

"Base Index Value" has the meaning given to it in Paragraph 8.4(b) of Schedule 12 (Pricing);

"**Base Metal Cost Values**" has the meaning given to it in Paragraph 10.4(b) of Schedule 12 (Pricing);

'Baseline Change Request' or 'BCR' means the process outlined in the EVM Plan which ensures all requests for change to the Performance

	Measurement Baseline (PMB) are recorded, progressed and tracked in a timely manner;
"Baseline Obsolescence Remediation" or "BOR"	means the capability described in Paragraph 3.4 of Schedule 5 (Engineering Requirements) which forms part of the Engineering Operating Model;
"Break in Production"	means the period between the end of the last production process to the start of manufacture of the subsequent lot;
"Build Standards"	means the documentation defined at Paragraph 5 of Schedule 5 (Engineering Requirements);
"Business Day"	means any day excluding: (a) Saturdays, Sundays and public and statutory holidays in the jurisdiction of either party; (b) privilege days notified in writing by the Authority to the Contractor at least 10 (ten) business days in advance; and (c) such periods of holiday closure of the Contractor's premises of which the Authority is given written notice by the Contractor at least 10 (ten) business days in advance;
"Cash Neutrality"	for the purposes of Paragraph 6 of Schedule 17 (Governance and Contract Management) means the minimising of any additional working capital costs resulting from measures that may be implemented to mitigate the impact of an Order Shortfall;
"CDS Engineering Hours"	means the 70,600 (seventy thousand six hundred) Engineering Hours referred to in Paragraph 3.6(b) of Schedule 5 (Engineering Requirements);
"Central Government Body"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: (a) HM Government department;

(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);

(c) Non-Ministerial Department; or

(d) Executive Agency;

"Certification" means the Certificate of Design, Competent Authority Document, UN Pack Performance Certificate;

"Certificate of Conformity" or "CofC" means the certificate to be issued in accordance with Clauses 8.3 to 8.5 (Quality Standards and Assurance);

"Certificate of Design" means the issued document by which authorised representatives of the Design Organisation certify that a product of a specified design standard complies with its contractual and statutory requirements, subject to declared exceptions and within defined limitations of storage, handling and use;

"Change" means a change to this Contract made in accordance with the Change Procedure;

"Change in Law" means the coming into effect after the Change in Law Effective Date of any:

(a) Law, other than any Law that as at the Change in Law Effective Date has been published:

(i) in a draft Bill as part of a Government Departmental Consultation Paper;

(ii) in a Bill;

(iii) in a draft statutory instrument; or

(iv) as a proposal in the Official Journal of the European Union;

(b) Guidance; or

(c) applicable judgement of a relevant court of law which changes a binding precedent;

"Change in Law Effective Date"	means 31 July 2020;
"Change of Supply"	has the meaning given in Clause 98.5(b)(i)(A) (Change of Control of Contractor) or Paragraph 1.5(a)(ii)(A) of Part A to Schedule 21 (Flow-Down Provisions), as applicable;
"Change Procedure"	means the procedure set out in Clause 57 (Change);
"Change Proposal"	means a proposal in respect of a Change, prepared in accordance with the Change Procedure;
"Change Register"	has the meaning given to it in Clause 59.2 (Change and Configuration Control Procedure);
"Chair"	means the lead of a meeting, as identified in the relevant Terms of Reference;
"Child Labour Legislation"	means those International Labour Law Conventions concerning economic exploitation of children through the performance of work which is likely to be hazardous or to interfere with a child's health or development, including slavery, trafficking, debt bondage or forced labour, which are ratified and enacted into domestic law and directly applicable to the Contractor in the jurisdiction(s) in which it performs the Contract;
"Claim for Payment"	means a valid claim for payment in accordance with Clause 26.14, 26.15, 26.16, 26.17, 26.18, 26.19, 26.20, 26.21, 26.22, 26.23 or 26.24 (as applicable);
"Co-Chair"	means the joint leads of a meeting, as identified in the relevant Terms of Reference;
"Codification"	means the application of unique identification and classification information to Items of Supply, using a common supply language (detailed at Schedule 24 (NATO Codification Requirements)) which is recorded in sufficient detail to distinguish uniquely Items of Supply from other items, using NATO Stock Numbers (NSN);

"Codification Authority" means the United Kingdom National Codification Bureau (UKNCB), except as provided in Clause 52 (Supply of Information for NATO Codification and Defence Inventory Introduction);

"Codification Purposes" means use to enable maximum effectiveness in national and international logistic support, data management in the area of materiel, supply and inventory introduction and management, throughout the life of an equipment, by the UK MOD and its NATO partners;

"Commercial Lead" means:

(a) on behalf of the Authority, the individual identified as the Commercial Officer in the DEFFORM 111 at Schedule 27 (DEFFORM 111) to this Contract; and

(b) on behalf of the Contractor, the individual occupying the role of Senior Commercial Manager for the Contract,

or such other individual as may be identified by the relevant Party from time to time;

"Commercial Packaging" means commercial Packaging for military use as described in Def Stan 81-041 (Part 1);

"Concession" means permission granted by the Authority pursuant to Clause 61 (Concessions) to:

(a) deliver any Contractor Deliverables; or

(b) use, embody or deliver any component, equipment, packaging or other product to be incorporated into the Contractor Deliverables,

that does not conform with the relevant Specifications or any other requirement of this Contract that applies to the Contractor Deliverables;

"Configuration Change Management" means the aspect of Configuration Management concerned with the justification, assessment and

	acceptance of engineering changes to a product or system;
"Configuration Management" or "CM"	means a management activity that applies technical and administrative direction to and surveillance of the physical and functional characteristics of a product or system and which enables the documented status of the product or system to be known at any time and includes configuration identification, change management, status accounting and audit;
"Configuration Management Plan"	means the control document provided by the Contractor which identifies the Configuration Management standards and procedures applied to the Contract;
"Contract"	means the agreement concluded between the Authority and the Contractor, including all specifications, plans, drawings, schedules and other documentation, expressly made part of the agreement;
"Contract Costs Statement"	means, as applicable: (a) a contract costs statement satisfying the requirements of Regulation 29 (Contract costs statement) of the SSCR; or (b) an on-demand contract report satisfying the requirements of Regulation 30(3) of the SSCR;
"Contract Data Requirements List" or "CDRL"	means Schedule 4 (Contract Data Requirements List);
"Contract Line Item Numbers" or "CLIN"	means the first decomposition of the Contract to CWBS, as set out in the Schedule of Requirements;
"Contract Master Schedule" or "CMS"	means the contracted activities, milestones and decision points to enable the objectives and deliverables of the contract to be satisfied and defines the project schedule status through a comparison of the current schedule status and appropriate accepted baseline schedule;

“Contract Price”	means the price payable to the Contractor for the full and proper performance by the Contractor of this Contract;
“Contract Price Adjustment”	means an adjustment to the Service Year Target Cost made in accordance with Clause 64 (Price Adjustment Events);
“Contract Pricing Model”	has the meaning given to it in Clause 24.14 (Pricing);
“Contract Pricing Statement”	means the contract pricing statement for this Contract satisfying the requirements of Regulation 23 (Contract pricing statement) of the SSCR;
“Contract Profit Rate”	means the applicable contract profit rate calculated in accordance with Regulation 11 (Steps in determining contract profit rate) of the SSCR and specified in Paragraph 6 (Contract Profit Rates) of Schedule 12 (Pricing);
“Contract Support Item”	means an item of materiel or capital spare provided to the Contractor for a particular purpose in connection with the Contract and a specified period, with or without charge, which is subject to return in the same condition as issued, fair wear and tear excepted, or is replaced with an identical item as new;
“Contract Sustainment Level”	means provision of the employees required to deliver the Engineering Capability as described in Paragraph 3.6 of Schedule 5 (Engineering Requirements);
“Contract Work Breakdown Structure” or “CWBS”	means all work authorised to be performed under the contract, to enable all contract and business requirements to be attributed to packages of work;
"Contract Year"	means each period of 1 January to 31 December during the term of the Contract;
“Contracted Article Order Quantity”	means, for each Article Type, the confirmed quantity of Articles to be supplied by the Contractor during a Service Year, as specified in the Schedule of Contracted Orders for the relevant Service Year;

"Contracted IPCPs"	means the Engineering Hours and milestones tasked by the Authority in accordance with the Engineering Five Year Period;
"Contracted Orders"	means the quantity of Type A Munitions ordered by the Authority in accordance with Paragraph 4 of Schedule 8 (Manufacturing and Supply), as recorded in the Annex (Record of Contracted Orders) to Schedule 8;
"Contractor"	means BAE SYSTEMS GLOBAL COMBAT SYSTEMS MUNITIONS LIMITED, a company registered in England with number 01842252 whose registered office is at Warwick House, PO BOX 87 Farnborough Aerospace, Centre Farnborough, Hampshire, GU14 6YU;
"Contractor Commercially Sensitive Information"	means the information listed in Schedule 9 (Contractor's Commercially Sensitive Information), being information notified by the Contractor to the Authority which is acknowledged by the Authority as being commercially sensitive information;
"Contractor Default"	means: (a) any material breach of this Contract by the Contractor which is capable of being remedied; (b) any failure by the Contractor to achieve at least 70% (seventy per cent.) of the KPI Target in respect of any of the following KPIs (as described in Schedule 14 (Key Performance Indicators)): (i) On time delivery of munitions; (ii) On time delivery of engineering milestones; or (iii) Provision of Engineering Safety and Environment Review Certificate; (c) 9 (nine) or more Major Concessions are raised in any Service Year; (d) a breach by the Contractor of Clause 40 (Cyber);

(e) a breach by the Contractor of Clause 84 (Assignment and Transfer); or

(f) a breach by the Contractor of Clause 51 (Supply of Data for Hazardous Articles, Material and Substances);

"Contractor Deliverables" means the works, goods and / or the services, including packaging (and Certificate(s) of Conformity and supplied in accordance with any QA requirements if specified) which the Contractor is required to provide under the Contract;

"Contractor Personnel" means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Sub-Contractor engaged in the performance of its obligations under the Contract;

"Contractor's Group" means BAE Systems plc and any of its wholly-owned subsidiaries from time to time within the meaning of Section 1159 of the Companies Act 2006;

"Contractor's Pain/Gain Share" means the percentage of overspend or underspend against the Target Cost to be borne by the Contractor, as specified in Paragraph 1 (Service Year Target Prices) of Schedule 12 (Pricing);

"Contractor's Premises" means:

(a) the Glascoed Site;

(b) the Radway Green Site;

(c) the Washington Site;

(d) Environmental Test Facility, c/o Georgetown Reception Centre, Houston Road, Houston, Johnstone, Renfrewshire, PA6 7BG; and

(e) BAE Systems, Munitions, The Steel, Bellingham, Hexham, Northumberland, NE48 2EZ;

"Contractor's Representative(s)" for the purposes of Clause 21 (Contractor's Personnel at Government Establishments) shall be deemed to include the Contractor's employees, agents and Sub-Contractors;

"Controller"	has the meaning given in Article 4 of the GDPR;
"Cost Performance Reports"	means the standard cost reports to provide monthly and cumulative data for cost and achievement against schedule;
"Counterfeit Materiel"	means any Article or any part thereof whose origin, age, composition, configuration, certification status or other characteristic (including whether or not such Article or part has been used previously) has been falsely represented by: (a) misleading marking of the materiel, labelling or packaging; (b) misleading documentation; or (c) any other means, including failing to disclosure information, except where it has been demonstrated that the false representation was not the result of dishonesty by the Contractor or any party within the Contractor's supply chain;
"CP&F"	means Contracting, Purchasing and Finance;
"Critical"	means a Sub-Contract in respect of which there is limited switching ability and high dependency due to high cost of change, limited alternative supply, intellectual property ownership, proprietary capability and/or skills;
"Critical Design Services" or "CDS"	is the capability defined at Paragraph 3.5 of Schedule 5 (Engineering Requirements) which forms part of the Engineering Operating Model;
"CSM Risk Assessment Process"	means the risk assessment process which forms part of the Cyber Security Model and is used to measure the Cyber Risk Profile for this Contract and any Sub-Contract;

"CSM Supplier Assurance Questionnaire"	means the supplier assessment questionnaire which forms part of the Cyber Security Model and is to be used by the Contractor to demonstrate compliance with Clause 40 (Cyber);
"Cyber Implementation Plan"	means the plan referred to in Clause 40.4 (Cyber);
"Cyber Risk Profile"	means the level of cyber risk relating to this Contract assessed by the Authority or in relation to any Sub-Contract assessed by the Contractor in each case in accordance with the Cyber Security Model;
"Cyber Security Incident"	means an event, act or omission which gives rise to: (a) unauthorised access to an information system or electronic communications network on which MOD Identifiable Information resides; (b) disruption or change of the operation (including takeover of control) of an information system or electronic communications network on which MOD Identifiable Information resides; (c) unauthorised destruction, damage, deletion or the change of MOD Identifiable Information residing in an information system or electronic communications network; (d) unauthorised and unintentional removal or limiting the use of MOD Identifiable Information residing in an information system or electronic communications network; or (e) the appropriation, publication, dissemination or any other use of non-public MOD Identifiable Information by persons unauthorised to do so, in each case only in respect of information systems or electronic communications networks that are controlled or managed by the Contractor or its Associated Companies and on which MOD Identifiable Information under or in

	connection with this Contract is stored, processed or transited;
"Cyber Security Instructions"	means DEFSTAN 05-138, together with any relevant ISN and specific security instructions relating to this Contract issued by the Authority to the Contractor;
"Cyber Security Model" or "CSM"	means the process by which the Authority ensures that MOD Identifiable Information is adequately protected from Cyber Security Incident and includes the CSM Risk Assessment Process, DEFSTAN 05-138 and the CSM Supplier Assurance Questionnaire conducted via the Supplier Cyber Protection Service;
"Data"	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;
"Data Item"	means a data item listed in Schedule 4 (Contract Data Requirements List) to be delivered by the Contractor under this Contract;
"Data Protection Legislation"	means: (a) the GDPR; (b) the Data Protection Act 2018 to the extent that it relates to processing of Personal Data and privacy; and (c) all applicable Law about the processing of personal data and privacy;
"Data Subject"	has the meaning given in Article 4 of the GDPR;
"DE&S"	means Defence Equipment & Support;
"Defence Reform Act 2014" or "DRA"	means the primary legislation applicable to single source procurement. In the context of DRA: (a) 'Single Source Contract Regulations' (SSCR) 2014, means the secondary legislation applicable to single source procurement;

(b) ‘QDC’ means a single source contract which has been assessed, and which meets the criteria for a contract to which the DRA and SSCR must apply;

(c) ‘Single Source Regulations Office’ (SSRO) means the Non-Departmental Public Body acting as the independent expert for MOD single source procurement;

“DEFFORM 177” has the meaning given in Clause 48.2 (Intellectual Property Rights);

“DEFSTAN 05-138” means the Defence Standard 05-138 as amended or replaced from time to time;

“Delay Adjustment” means an Order Schedule Adjustment or a Milestone Adjustment (as applicable);

“Delay Event” means any of the events described as a Delay Event in:

(a) Clause 17.22 (Import and Export Licences);

(b) Clause 20.6 (Issued Property);

(c) Clause 20.8 (Issued Property);

(d) Clause 40.11 (Cyber);

(e) Clause 46.5 (Sub-Contracting);

(f) Clause 61.2(d) (Concessions);

(g) Clause 98.5(b)(iv) (Change of Control of Contractor);

(h) Paragraph 6.4(a) (Technical Data Pack) of Schedule 5 (Engineering Requirements);

(i) Paragraph 5.11(e) (Tasking Process) of Schedule 10 (Tasking);

(j) Paragraph 5.2(b) (Tasking) of Schedule 11 (Government Furnished Assets);

(k) Paragraph 1.4(c) (Flow-Down Process for Relevant Sub-Contracts) of Part A to Schedule 21 (Flow-Down Provisions); and

(l) Paragraph 1.5(d) (Flow-Down Process for Relevant Sub-Contracts) of Part A to Schedule 21 (Flow-Down Provisions);

"Deliverable Quality Plan"	has the meaning given in AWAP 2105;
"Delivered Article Quantity"	has the meaning given to it in Clause 24.14 (Pricing);
"Delivered Volumes Adjustment"	has the meaning given to it in Clause 26.8;
"Delivery Product Payment"	means a payment in respect of profit associated with Product Costs to be made in accordance with Clause 26.6 (Payment);
"Design"	means the design which has been accepted into service by the Authority;
"Design Control Authority" or "DCA"	means the individual, company, firm, corporation, designing authority or HM Government department, which controls the design, characteristics and production of an Item by means of its engineering drawings, specifications and inspection requirements;
"Design Organisation" or "DO"	means the Contractor in its capacity as the organisation appointed under this Contract to be responsible for a design or modification of a design and for approving a Certificate of Design as more particularly set out in Paragraph 2 of Schedule 5 (Engineering Requirements);
"Detailed Product Capability Status"	means the document defined in Paragraphs 4.28 to 4.30 of Schedule 8 (Manufacturing and Supply);
"Determination of "Adjusted Charge	is an intrinsic element of the manufacture of rounds that are lotted which ensures that successive lots have a

Weight" or "ACW" for Propelling Charges"	consistent, standardised level of propulsion performance when fired;
"Dispute Forum"	has the meaning given in Clause 7.3 (Contractor's Warranties and Representations);
"Dispute Resolution Document"	means a document including the contents specified at the Annex to Schedule 18 (Dispute Resolution Procedure);
"Dispute Resolution Procedure"	means the process detailed at Clause 43 (Dispute Resolution);
"DOSG"	means the Defence Ordnance and Safety Group;
"DOTAS"	means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to: (a) tell HM Revenue & Customs of any specified notifiable arrangements or proposals; and (b) provide prescribed information on those arrangements or proposals within set time limits as: (i) contained in Part 7 of the Finance Act 2004 and in secondary legislation made under powers contained in Part 7 of the Finance Act 2004; and as (ii) extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 201$^{2}/_{1}$868 made under s.132A Social Security Administration Act 1992.
"DSTL"	means the Defence Science and Technology Laboratory;
"Earned KPI Incentive"	has the meaning given to it in Clause 27.3 (Key Performance Indicators);
"Earned Value Management" or "EVM"	means the measurement of project performance in accordance with Schedule 16 (Earned Value Management);

"Earned Value Management Plan" or "EVMP"	means the document which defines how EVM is applied to the Contract;
"Effective Date"	means 01 December 2020;
"EHS Matters"	means: (a) all matters relating to the pollution or protection of the Environment or human health and safety; (b) any nuisance; and (c) any generation, keeping, handling or disposal of any Relevant Substance;
"Electronic Information"	means all information generated, processed, transferred or otherwise dealt with under or in connection with the Contract, including Data, recorded or preserved in electronic form and held on any information system or electronic communications network;
"Employee Liability Information"	has the same meaning as in Regulation 11(2) of the Transfer Regulations;
"Employing Sub-Contractor"	means any sub-contractor of the Contractor providing all or any part of the Services who employs or engages any person in providing the Services;
"EMTAP"	means Energetic Materials Testing Assessment Policy;
"Enabling Charge Payment"	means a payment in respect of Enabling Costs and associated profit to be made in accordance with Clause 26.3 or 26.4 (Payment);
"Enabling Charge Target Cost"	means, for each Service Year, the amount within the Service Year Target Cost that represents the estimated sum of Enabling Costs that will be incurred by the Contractor during that Service Year, as specified in Paragraph 2 (Enabling Charge Target Costs) of Schedule 12 (Pricing);
"Enabling Costs"	means actual or estimated Allowable Costs incurred by the Contractor in the performance of this Contract that are not directly attributable to the production or delivery of any

	particular Article Type, as allocated in accordance with Annex F (Method of Cost Allocation) of Schedule 12 (Pricing);
"Engineering Capability"	means the provision of the engineering people, processes, infrastructure, technology and tool sets (**PPITT**) required to deliver the Contract as described within Schedule 5 (Engineering Requirements);
"Engineering Five Year Period"	means the 2 (two) years' Contracted IPCPs and 3 (three) years' Indicative IPCPs;
"Engineering Hours"	means the working hours allocated for Engineering Tasks or Ad Hoc Engineering Tasks (as applicable);
"Engineering Operating Model"	means the operating model described in Paragraph 3 Schedule 5 (Engineering Requirements);
"Engineering Support"	means the engineering support services set out in Schedule 5 (Engineering Requirements);
"Engineering Task"	means a task placed by the Authority for Critical Design Services as an output of the IPCPs, where the required Engineering Hours are included within the 194,600 (one hundred and ninety four thousand six hundred) Engineering Hours per Service Year costed in the Enabling Charge Target Costs, and "**Engineering Tasking**" shall be construed accordingly;
"Environment"	means all or any of the following media, namely air (including air within man-made structures, buildings or other natural structures wherever located), water (including sea, ground, drinking and surface water and water within pipes, drains, tanks or sewers whether above or below ground), land and any other property (including buildings and any other natural or man-made structures or erections in, on or under land and anything below the surface of the land and any land covered with water) and all or any organisms (including man) or systems supported by any such media;

"Equipment Support Manager"	mean the authority so designated in the Contract;
"Essential Service Provision" or "ESP"	means the capability defined in Paragraph 3.3 of Schedule 5 (Engineering Requirements) which forms part of the Engineering Operating Model;
"Estimated Change in NGMS Target Costs"	means the estimated impact of the Price Adjustment Event on the Service Year Target Cost;
"Exceptional Costs"	means Allowable Costs incurred by the Contractor in the performance of this Contract that are exceptional or abnormal in size or incidence;
"Exceptional Costs Component"	has the meaning given to it in Clause 24.23(a) (Pricing);
"Exceptional Costs Event"	means an event which: (a) is beyond the reasonable control of the Contractor and not caused by any act or omission of the Contractor; (b) could not have been avoided by steps which might reasonably be expected to have been taken by the Contractor; (c) could not have been reasonably foreseen by the Contractor at the Effective Date; and (a) directly causes the Contractor to incur Exceptional Costs;
"Exceptional Costs Payment"	means a payment in respect of Exceptional Costs to be made in accordance with Clause 26.13 (Payment);
"Exit Plan"	means the exit plan set out in Annex A, B or C (as applicable) of Schedule 19 (Exit Strategy), as amended from time to time in accordance with the terms of the Agreement;

"Exit Team Representatives"	has the meaning given in Paragraph 4.1 of Schedule 19 (Exit Strategy);
"Expiry Date"	means 31 December 2037, as may be extended by the Authority in accordance with Clause 4.2 (Duration and Options);
"Expiry Liabilities"	has the meaning given in Clause 83.4 (Liabilities on Contract Expiry);
"Explosives"	has the meaning defined in the Recommendations on the Transport of Dangerous Goods (UN Orange Book) (latest edition), Volume 1, Chapter 2.1;
"Export Review Meeting"	means the meeting held in accordance with Paragraphs 3.10 to 3.14 (Supporting Reviews) of Schedule 17 (Governance and Contract Management) to discuss the potential for Third Party Sales;
"Facilities"	means the Contractor's facilities, including associated plant and infrastructure, at the Contractor's Premises;
"FAP"	means Fill, Assembly and Pack, as detailed at Paragraph 3 of Schedule 8 (Manufacturing and Supply);
"Fast-Track Dispute Resolution Document"	means a document including the contents specified at the Annex to Schedule 18 (Dispute Resolution Procedure);
"Fast-Track Dispute Resolution Procedure"	means the process detailed at Paragraph 3 of Schedule 18 (Dispute Resolution Procedure);
"Final Warning Notice"	has the meaning given to that term in Clause 78.2 (Persistent Breach);
"Financial Representative"	means: (a) on behalf of the Authority, the individual with role title DES WpnsDGM-PC-CostControlLead; and (b) on behalf of the Contractor, the Senior Estimating Manager, or such other individual as may be identified by the relevant Party from time to time;

"FLC"	means the Front Line Command;
"FMT"	means Forming, Machining and Treatments, as detailed at Paragraph 3 of Schedule 8 (Manufacturing and Supply);
"Follow-on Contract"	has the meaning given to that term in Clause 83.2 (Liabilities on Contract Expiry);
"Force Majeure Event"	means any of the events listed in Clause 63.1 (Force Majeure Events);
"Forecasted Orders"	means the estimated quantities of Type A Munitions which the Authority shall provide in Year N-3 for Year N;
"Form, Fit and Function" or "F3"	means, in respect of each of its elements: (a) Form: The shape, size, dimensions, and other physically measurable parameters that uniquely characterise an article. For software, form denotes the language and media; (b) Fit: The characteristics of an article to enable it to interface or interconnect with a part of another article, including the dimensional relationship between mating parts and the limits of tolerances; (c) Function: The actions that a product is designed to perform in normal use or operation;
"Forward Five Year Period"	means the 3 (three) years' Contracted Orders and 2 (two) years' Indicative Quantities, as more particularly described in Paragraph 4.5 of Schedule 8 (Manufacturing and Supply);
"Functional/Performance Information"	means the fragmentation/obscuration/illumination assessment;
"Future Munitions"	means those munitions, as listed in Schedule 7 (Munitions List) which on the Effective Date are not Type A Munitions or Type B Munitions but which the Authority may require the Contractor to manufacture and/or supply at a later date in accordance with the Change Procedure;

"GDPR"	means the General Data Protection Regulation (Regulation (EU) 2016/679);
"General Anti-Abuse Rule"	means: (d) the legislation in Part 5 of the Finance Act 2013; and (e) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;
"Glascoed Site"	means the Contractor's premises at Glascoed, Usk, Monmouthshire, NP15 1XL;
"Good Industry Practice"	means: (a) for the purposes of Clause 40 (Cyber), in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgment and the making of any expenditure that would reasonably be expected from a skilled person in the same type of undertaking under the same or similar circumstances; or (b) for all other purposes, in relation to any undertaking and any circumstances, the exercise of skill, diligence, prudence, foresight and judgment which would reasonably and ordinarily be expected from a skilled person in the same type of undertaking under the same or similar circumstances;
"Governance Bodies"	has the meaning given in Paragraph 2.4 (Governance and Management Structure) of Schedule 17 (Governance and Contract Management), and "**Governance Body**" shall mean any one of the Governance Bodies (as the context requires);
"Governance Review"	has the meaning given in Paragraph 2.3 (Governance and Management Structure) of Schedule 17 (Governance and Contract Management);

"Government Establishment" or "site"	for the purposes of Clause 21 (Contractor's Personnel at Government Establishments) shall be deemed to include any of Her Majesty's Ships or Vessels and Service Stations;
"Government Furnished Assets" or "GFA"	is a generic term for any MOD asset such as equipment, information or resources, including any Issued Property, GFF, GFI or GFR issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
"Government Furnished Equipment" or "GFE"	is a generic term for tangible materiel loaned to the Contractor by or on behalf of the Authority;
"Government Furnished Facilities" or "GFF"	means buildings, parts of buildings, sites and other infrastructure issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
"Government Furnished Information" or "GFI"	means information or data issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority which is indicated by the Authority on issue as being GFI;
"Government Furnished Resources" or "GFR"	means MOD personnel loaned to the Contractor in connection with the Contract by or on behalf of the Authority;
"Government Quality Assurance Representative" or "GQAR"	means a member of the Defence GQA Field Force (**DQAFF**) with the authority to conduct surveillance audits of the Contractor or its Sub-Contractors;
"Government Servants"	means an employee of HM Government;
"Guarantor"	has the meaning given to that term in the Parent Company Guarantee;
"Guidance"	means any code of practice, policy or guidance issued by any regulator, government or the legislative bodies of the European Union, in each case enforceable in the United Kingdom or any other jurisdiction in which the Contractor performs the Contract and binding on the Contractor;

"Halifax Abuse Principle"	means the principle explained in the CJEU Case C-255/02 Halifax and others;
"HM Government"	means Her Britannic Majesty's Government of the United Kingdom of Great Britain and Northern Ireland;
"Index"	means an index listed in Annex A (Enabling Charge Cost Components) or Annex B (Product Cost Components) of Schedule 12 (Pricing);
"Indexed Cost Components"	means the cost components comprising the Unit Product Target Costs and the Enabling Charge Target Costs that have Indices published by the Office for National Statistics allocated to them in Annex A (Enabling Charge Cost Components) and Annex B (Product Cost Components) and are subject to variation in accordance with Paragraph 8 (Indexation adjustments of Service Year Target Prices) of Schedule 12 (Pricing);
"Indicative Article Order Quantity"	means, for each Article Type, the indicative quantity of Articles to be supplied by the Contractor during a Service Year, as specified in Paragraph 3 (Product Target Costs) of Schedule 12 (Pricing);
"Indicative IPCPs"	means the estimated quantity of Engineering Hours and milestones which the Contractor has provided to the Authority in Year N-2 for Years N+1, N+2 and N+3 which are subject to adjustment and are provided for indicative purposes only;
"Information"	means: (a) for the purposes of Clause 39 (Official Sensitive Security Requirements), information recorded in any form disclosed or created in connection with the Contract; or (b) for the purposes of Clause 49 (Disclosure of Information), 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, including information provided in

the tender or negotiations which preceded the award of the Contract;

"Indicative Quantities"	means the estimated quantities of Type A Munitions which the Authority shall provide to the Contractor in Year N-3 for Years N+1 and N+2, which are subject to adjustment and provided for indicative purposes only;
"Initial Warning Notice"	has the meaning given to that term in Clause 78.1 (Persistent Breach);
"Integrated Baseline Review" or "IBR"	means the review to confirm the project is planned and ready for execution;
"Integrated Master Schedule" or "IMS"	means the controlling schedule for the project;
"Integrated Product and Capability Plans" or "IPCP"	means the end to end process which considers the Authority's needs and requirements and embodies appropriate development activities and technology as described in Paragraph 4 of Schedule 5 (Engineering Requirements);
"Interface Data"	means for the purposes of product design as set out in Schedule 5 (Engineering Requirements), the boundary between two systems and are the parameters which describe where those systems meet, and how they interact;
"Investigation Programme"	means the programme for investigation of any alleged Warranty breach, to be agreed by the Parties in accordance with Clause 72.10(a) (Warranty);
"ISN"	means Industry Security Notices issued by the Authority to the Contractor whether directly or by issue on the gov.uk website at: **{** HYPERLINK "https://www.gov.uk/government/publications/industry-security-notices-isns" **}**;
"ISS"	means in-service surveillance;
"Issued Property"	means any item of Government Furnished Equipment (GFE), including any Articles in connection with which the Contractor is required under the Contract to carry out any

	Service, issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;
"Issued Property Requirements Schedule"	means the schedule agreed between the Parties in accordance with Annex A (Issued Property Scheduling Process) to Schedule 11 (Government Furnished Assets);
"Item"	means the part or the whole of any Article or any other article to the same design or any modification of it;
"Item Identification"	means the minimum information required to uniquely identify the Item of Supply derived from information supplied in response to the requirements specified in the Schedule 24 (NATO Codification Requirements);
"Item of Supply"	means an Item, or where two or more Items are attached or assembled together, the minimum assembly of Items listed in the Design Control Authority's Master Parts List or required to be delivered to the Authority under the Contract;
"Joint NGMS Enterprise Review" or "JER"	means the Governance Review, meeting on a bi-annual basis, responsible for overseeing and setting strategic direction for the Contract;
"Joint Requirements and Capability Cell" or "JRCC"	means the co-located Working Environment consisting of DE&S, FLC and Land UK personnel and jointly led by a representative from each organisation, responsible for performing the roles and responsibilities set out at Annex 3 to Schedule 17 (Governance and Contract Management);
"Joint Service Delivery Review" or "JSDR"	means the Governance Review, meeting on a bi-monthly basis, responsible for ensuring effective and efficient implementation and operation of the Contract, and for influencing its further development;
"Joint Service Delivery Teams" or "JSDTs"	means the Working Environment responsible for delivering the day-to-day activities under the Contract;

"Joint Service Performance Review" or "JSPR"	means the Governance Review, meeting on a quarterly basis, responsible for reviewing the management and development of the Contract, the performance of the Parties in meeting their respective obligations, and the management of key and strategic risks;
"JRCC Leads"	means: (a) on behalf of DE&S, the individual with role title DES WpnsDGM-ATLNGMS; and (b) on behalf of the Contractor, the individual with the role title Head of NGMS, or such other individual as may be identified by the relevant Party from time to time;
"JSyCC WARP"	means the Joint Security Co-ordination Centre MOD Defence Industry Warning, Advice and Reporting Point or any successor body notified by way of ISN;
"KPI"	has the meaning given to it in Clause 27.1 (Key Performance Indicators);
"KPI Adjustment Event"	means, for each KPI, any event described in the row headed "**KPI Target Adjustment**" of the relevant table in Schedule 14 (Key Performance Indicators);
"KPI Incentive Payment"	means the aggregate of all Earned KPI Incentives for the relevant Service Year;
"KPI Target"	means, for each KPI, the level of performance for that KPI set out in the row headed "**KPI Target**" of the relevant table in Schedule 14 (Key Performance Indicators);
"Land TMS"	has the meaning given in Paragraph 5.1 (Tasking Procedure) of Schedule 10 (Tasking);
"Law"	means any: (a) Legislation; (b) applicable judgment of a relevant court of law which establishes or changes a binding precedent;

(c) retained EU case law and retained general principles of EU law within the meaning of Section 6 of the European Union (Withdrawal) Act 2018; and

(d) Guidance;

"Legislation"	means UK Legislation and Non-UK Legislation;
"Loss"	includes damage or destruction;
"Maintain"	means routine day-to-day maintenance and repair of the Contractor's capability to manufacture and/or supply munitions, and "**Maintained**" and "**Maintaining**" shall be construed accordingly;
"Major Concession"	means any concession which relates to nonconformities likely to adversely affect health, safety, interchangeability, maintenance, strength, life, reliability, environmental or functioning of the product, or when cost to the Authority or delivery date agreed with the Authority is likely to be affected, or when the nonconformity is readily apparent and might cause concern to the user;
"Major Cost Variance"	has the meaning given in Paragraph 3.5 (Supporting Reviews) of Schedule 17 (Governance and Contract Management);
"Major Cost Variance Review"	has the meaning given in Paragraph 3.5 (Supporting Reviews) of Schedule 17 (Governance and Contract Management);
"Manufacture and Supply Capability Status"	means the document described in Paragraphs 4.20 to 4.25 of Schedule 8 (Manufacturing and Supply);
"Manufacturing Capability"	means the Contractor's capability to manufacture and/or supply the Type A Munitions, as more particularly described in Paragraph 3.1 of Schedule 8 (Manufacturing and Supply);
"Manufacturing Order Cycle"	means the process by which Munitions Orders are forecasted and ordered by the Authority, as set out in Paragraph 4 of Schedule 8 (Manufacturing and Supply);

"Manufacturing Organisation"	means the organisation appointed under the Contract to be responsible for the manufacture, supply or modification of a given quantity of munitions and for issuing the Certificate of Conformity;
"MASS Partnering Agreement" or "MASS PA"	means the Partnering Agreement entered into between the Parties dated 20 August 2008;
"Material Breach"	means one of the following events:

(a) a breach by the Contractor which has a materially adverse effect on the ability of the Contractor to perform its obligations under this Contract (other than any other breaches listed in this definition) and which would, or is reasonably likely to, deprive the Authority of a substantial part or the whole benefit of the Contract;

(b) any material breach of this Contract by the Contractor which is not capable of remedy;

(c) a Persistent Breach which constitutes a Material Breach in accordance with Clause 78.2(e) or 78.3 (Persistent Breach);

(d) the occurrence of any of the following events in relation to the Contractor:

(i) the filing of a notice of appointment of an administrator;

(ii) the filing of a notice of intention to appoint an administrator; unless it is withdrawn within 5 (five) Business Days from the date on which the notice was filed; or

(iii) the court making an administration order; or

(iv) the presentation of a petition for the winding-up of the Contractor unless it is withdrawn within 5 (five) Business Days

from the date on which the Contractor is notified of the presentation; or

(v) the company passing a resolution that the Contractor shall be wound-up; or

(vi) the court making an order that the Contractor shall be wound-up; or

(vii) the appointment of a receiver or manager or administrative receiver;

(e) subject to Clause 85.3, the occurrence of any of the circumstances referred to in Clause 85.2 (Corrupt Gifts and Payment of Commission);

(f) the occurrence of any of the circumstances referred to in Clause 35.4 (Tax Compliance); or

(g) wilful default and/or the abandonment of this Contract by the Contractor;

"Material Single Source Sub-Contract (Non-Qualifying)" means a Sub-Contract entered into by the Contractor where:

(a) the Sub-Contract is entered into at the same time as, or after, the Contract was entered into;

(b) the Sub-Contract is entered into for the purposes of the Contract;

(c) the award of the Sub-Contract is not the result of a "competitive process" as defined in Regulation 59 of the Single Source Contract Regulations 2014 (SSCR) for QSC;

(d) the value of the Sub-Contract is of, or above £1,000,000 (one million pounds sterling);

(e) at least 50% of the Sub-Contract (by value) is required either to enable performance of the Contract or to enable the combined performance of the Contract and any other QDC or prospective contract, under the SSCR, to which the Contractor

or any group undertaking of the Contractor is a party, or might become a party; and

(f) the Sub-Contract is not a QSC as defined in the SSCR.

"Material Sub-Contract" means any sub-contract at any level of the supply chain which meets any one or more of the following criteria:

(a) it is Strategic or Critical to the performance of the Contract;

(b) it is the sole source of supply for goods and/or services which are Critical to the performance of the Contract; and/or

(c) the total cost of goods and/or services supplied to the Contractor under the sub-contract is (or is expected to be) in excess of £1,000,000 (one million pounds sterling) in any Service Year;

"Material Sub-Contractor" means any counterparty to a Material Sub-Contract;

"Materiel" is a generic term meaning equipment (including fixed assets), stores, supplies and spares;

"Materials Spend" means those materials costs associated with Critical Design Services which are not included in the Enabling Charge Target Costs and which the Contractor may be required to incur to complete the Engineering Tasks, which are payable by the Authority pursuant to Paragraph 3.6(e) of Schedule 5 (Engineering Requirements) and Clauses 24.25 and 24.26 (Pricing);

"Maximum Article Volume Threshold" means, for each Type A Munition Article Type, the maximum quantity of Articles that the Contractor has assumed will be ordered by the Authority to be delivered during each Service Year for the purposes of pricing the Service Year Target Prices, as specified in Schedule 7 (Munitions List);

"Meeting Record"	means a document containing the attendees, minutes and actions of a meeting of a Governance Review;
"Metal Cost Components"	has the meaning given to it in Paragraph 10.1(a) of Schedule 12 (Pricing);
"MID Report"	means a Munitions Incident Database report;
"Milestone Adjustments"	means an adjustment to the milestones for completion of a Task made in accordance with Clause 65 (Delay Events);
"Minimum Article Volume Threshold"	means, for each Type A Munition Article Type, the minimum quantity of Articles that the Contractor has assumed will be ordered by the Authority to be delivered during each Service Year for the purposes of pricing the Service Year Target Prices, as specified in Schedule 7 (Munitions List);
"MOD Identifiable Information"	means all Electronic Information contained in or issued under or in connection with: (a) the Security Aspects Letter; (b) Schedule 5 (Engineering Requirements); (c) Schedule 7 (Munitions List); (d) Schedule 8 (Manufacturing and Supply); (e) Schedule 10 (Tasking), including any Tasks; (f) Schedule 11 (Government Furnished Assets); (g) Schedule 12 (Pricing); (h) Schedule 17 (Governance and Contract Management), including any outputs, review, reports and/or other processes set out therein; which is attributed to or could identify an existing or proposed MOD capability, defence activities or personnel;
"Month"	means a calendar month;

"Monthly Product Payment"	means a payment in respect of Product Costs and associated profit to be made in accordance with Clause 26.5 (Payment);
"MTDS"	means the manufacture to target or disposal sequence referred to in the Contractor's munitions safety case;
"Munitions Orders"	means a record of the orders placed by the Authority and accepted by the Contractor for Type A Munitions for Year N in accordance with the Manufacturing Order Cycle;
"NATO Commercial & Government Entity code" or "NCAGE"	means the unique code allocated to a supplier by the UKNCB;
"Necessary Consents"	means all permits, licences, permissions, consents, approvals, certificates and authorisations that are required for the performance of any of the Contractor's obligations under this Contract, whether required in order to comply with Law or as a result of the rights of any third party;
"New Provider"	means any replacement service provider or providers engaged to provide the Services (or part thereof) or substantially similar services or the Authority itself where the Services or substantially similar services or part thereof continue to be provided by the Authority after partial termination, termination or expiry of this Contract;
"NGMS"	means the Next Generation Munition Solution programme;
"NGMS Delivery Plan"	means the delivery schedule for the Articles to be manufactured and/or supplied in the following Contract Year;
"Non-UK Legislation"	means any primary, delegated or sub-ordinate national, supranational, or local legislation (including European Union legislation) from time to time in force in any jurisdiction other than the United Kingdom in which the Contractor performs the work under the Contract;
"Notice of Change"	has the meaning given to it in Clause 57.2(a) (Change);

"Notice Period"	means the period: (a) beginning on the date of service of a Termination Notice and ending on the Termination Date; or (b) beginning on the date falling 3 (three) years prior to the Expiry Date (provided that the Authority has not confirmed its intention to enter into a Follow-on Contract) and ending on the Expiry Date;
"Notification Date"	means the date specified in the Investigation Programme by which the Contractor must notify the Authority of the outcome of its examination of the allegedly defective Article(s);
"NSA/DSA"	means, as appropriate, the National or Designated Security Authority of the Contractor 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;
"Obsolescence Management Plan"	means the document produced by the Contractor detailing how obsolescence of Type A Munitions is managed in accordance with BS EN 62402:2019 and Paragraph 7 (Management of Obsolescence) of Schedule 5 (Engineering Requirements);
"Occasion Of Tax Non-Compliance" or "OOTNC"	means: (a) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of: (i) a Relevant Tax Authority successfully challenging the Contractor under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;

(ii) the failure of an avoidance scheme which the Contractor 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; or

(b) any tax return of the Contractor submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the date this Contract came into effect or to a civil penalty for fraud or evasion. "Group undertaking" has the meaning given by section 1161 of the Companies Act 2006;

"Offer of Amendment" has the meaning given to it in Clause 57.9(a) (Change);

"Officer in Charge" for the purposes of Clause 21 (Contractor's Personnel at Government Establishments) shall be deemed to include Officers Commanding Service Stations, Ships' Masters or Senior Officers, and Heads of Government Establishments;

"On-Demand Contract Report" means a report satisfying the requirements of Regulation 30 of the SSCR;

"Operating Organisation" means the branches and agencies of the Authority who store, transport and use munitions;

"**Order Shortfall**" has the meaning given to it in Paragraph 6.3 (Scope) of Schedule 17 (Governance and Contract Management);

"**Order Surplus**" has the meaning given to it in Paragraph 6.4 (Scope) of Schedule 17 (Governance and Contract Management);

"Output-Based Specification" means a munition specification which allows changes that do not impact Fit, Form, and Function, performance or safety to be made by the Contractor without requiring a Contract Change;

"Order Schedule Adjustments"	means an adjustment to the Schedule of Contracted Orders made in accordance with Clause 65 (Delay Events);
"OSRP"	means Ordnance Safety Review Panel;
"Packaging"	means: (a) when used as a verb, the preparation of Explosives for transportation, storage and delivery in accordance with the Contract. The term includes, as appropriate, cleaning and preservation processes, packing techniques, marking procedures and package sealing methods; or (b) when used as a noun, the materials and components used for the preparation of Explosives for transportation, storage and delivery in accordance with the Contract;
"Packaging Design Authority" or "PDA"	means the organisation that is responsible for the design of the packaging, identified in Schedule 27 (DEFFORM 111);
"Parent Company Guarantee"	means the parent company guarantee to be entered into between the Authority and the Guarantor on the terms set out in Schedule 25 (Parent Company Guarantee);
"Party"	means each of the Authority and the Contractor, and "**Parties**" shall mean both together;
"Payment Request"	means a CP&F invoice;
"Performance Management Baseline" or "PMB"	means the configured item consisting of the time-phased budget plan, representing all budgets against which the contract performance (cost and schedule) is measured;
"Period of Measurement"	means, for each KPI, the period in which the Contractor's performance against that KPI shall be measured as set out in the row headed "**Period of Measurement**" of the relevant table in Schedule 14 (Key Performance Indicators);
"Persistent Breach"	means:

(a) a Contractor Default in respect of which a notice to correct has been served in accordance with Clause 78.1 or 78.3 (as applicable) and either:

(i) the Contractor Default has continued beyond its due date for rectification, being either the date specified in the agreed rectification plan or in accordance with Clause 78.2 (as applicable); or

(ii) the Parties (acting reasonably) have been unable to agree a rectification plan within 60 (sixty) Business Days (or such longer period as may be advised by the Authority, at its sole discretion) of receipt by the Contractor of service of the notice to correct and the Contractor Default has not been remedied; or

(b) there are 3 (three) or more concurrent Contractor Defaults;

"Person" includes any legal or natural person or persons;

"Personal Data" has the meaning given in Article 4 of the GDPR;

"Personal Data Breach" has the meaning given in Article 4 of the GDPR;

"Post Design Services" means the enabling mechanism which allows the creation of discrete technical tasks affecting the design of in-service products and which is primarily used to fulfil the Contractor's Configuration Management and/or Configuration Change Management obligations for the Type A Munitions;

"Pre-Contractual Statements" has the meaning given in Clause 89.2 (Entire Agreement);

"Price" means the price payable by the Authority to the Contractor in respect of each Article, as calculated in accordance with Clause 24 (Pricing) and Schedule 12 (Pricing);

"Price Adjustment Event"	means any of the events described as a Price Adjustment Event in: (a) Clause 17.7 (Import and Export Licences); (b) Clause 17.22 (Import and Export Licences); (c) Clause 20.6 (Issued Property); and (d) Clause 20.8 (Issued Property);
"Processor"	has the meaning given in Article 4 of the GDPR;
"Product Capability Status Overview"	means the document defined in Paragraphs 4.26 and 4.27 of Schedule 8 (Manufacturing and Supply);
"Product Costs"	means actual or estimated Allowable Costs directly incurred by the Contractor in producing and delivering Articles in accordance with this Contract, as allocated in accordance with Annex F (Method of Cost Allocation) of Schedule 12 (Pricing);
"Product Environmental Management Plan"	means the document which defines how the Contractor will ensure that the environmental issues associated with its products are identified, addressed and managed through life;
"Product Safety Management Plan"	means the document forming part of the Contractor's internal safety management system and which demonstrates how the Contractor intends to maintain the intrinsic safety of Type A Munitions;
"Product Target Cost"	means, for each Article Type, the total sum of estimated Allowable Costs that will be directly incurred by the Contractor in producing and delivering all units of that Article Type to be delivered during a Service Year, calculated in accordance with Clause 24.3(b) (Pricing)
"Product Technical Assurance"	means the governance and assurance processes that monitor and audit technical activities to provide confidence that the responsibilities of the Design Organisation are being discharged by the Contractor;

"Production Readiness Review"	means the internal process used by the Contractor to signify that key functional stakeholders within the Manufacturing Organisation are satisfied that their respective areas of responsibility;
"Project"	means the scope of work covered by this Contract;
"Project Controls System Description" or "PCSD"	means the Project Control System (**PCS**) adopted by the Contract to ensure a consistent approach;
"Project Manager"	mean the authority so designated in the Contract;
"**Projected Index Value**"	has the meaning given to it in Paragraph 8.4(a) of Schedule 12 (Pricing);
"**PSEP**"	means the Product Safety and Environment Panel;
"Public Store Account" or "PSA"	has the meaning given in DEFSTAN 05099;
"**Purchase Order**"	means a purchase order in CP&F;
"**QDC**"	means a Qualifying Defence Contract as defined in the SSCR;
"**QSC**"	means a Qualifying Sub-Contract as defined in the SSCR;
"Qualifying Change in Law"	means a Change in Law which falls under any one or more of the following categories: (a) the terms of it apply expressly to: (i) the Project and not to similar projects; and/or (ii) the Contractor and not to other persons; (b) it specifically refers to the carrying out of work the same as or similar to the work under Contract or to the holding of shares in companies whose main business is carrying out work the same as or similar to the work under the Contract; or

(c) it relates to EHS Matters, to the extent that such Change in Law:

(i) directly affects the composition of any Type A Munitions or the manufacture of products involving explosives; and

(ii) is not of general impact to industry,

and which was not reasonably foreseeable as at the Change in Law Effective Date; or

(d) as a result of the United Kingdom ceasing to be a Member State of the European Union pursuant to which new Tariffs are imposed (or existing Tariffs are increased) which would not have been imposed or increased (as relevant) had the United Kingdom remained a Member State of the European Union, the effects of which were not reasonably foreseeable as at the Change in Law Effective Date;

"Quality Assurance" or "QA" means the requirements and standards identified in Schedule 6 (Technical Requirements and Quality Standards) and Schedule 5 (Engineering Requirements);

"Quarter 1" or "Q1" means in each year the period from and including 1 January to and including 31 March;

"Quarter 2" or "Q2" means in each year the period from and including 1 April to and including 30 June;

"Quarter 3" or "Q3" means in each year the period from and including 1 July to and including 30 September;

"Quarter 4" or "Q4" means in each year the period from and including 1 October to and including 31 December;

"Quorum" means the minimum attendance for each Governance Body as specified in the relevant Terms of Reference;

"Radway Green Site" means the Contractor's premises at Radway Green, Crewe, Cheshire, CW2 5PJ;

"Rationalisation Activities"	means the activities required to be carried out by the Contractor to rationalise, close, suspend, re-organise or terminate its facilities, operations, supply chain and workforce as a direct result of termination of the Contract;
"Rationalisation Costs"	means the costs agreed to be payable to the Contractor pursuant to the Rationalisation Plan;
"Rationalisation Plan"	means the plan to be agreed by the Parties in accordance with Clauses 82.2(b) and (c) (Compensation on Termination);
"Rationalisation Report"	means the report to be produced by the Contractor in accordance with Clause 82.2(b) (Compensation on Termination);
"REACH"	means the legal regime for Registration, Evaluation, Authorisation and Restriction of Chemicals, including Regulation EC 1907/2006;
"Re-Classification Date"	has the meaning given in Clause 13.3 (Accuracy of Information);
"Re-Classified Munition"	has the meaning given in Clause 13.3 (Accuracy of Information);
"Redundant Materiel"	means any stores, supplies or spares (excluding for the avoidance of doubt any equipment or fixed assets) identified as surplus to the requirement of the Contract for whatever reason. For the avoidance of doubt, any products or materials created as a by-product or left as waste in the ordinary course of the manufacturing process for Articles, including any scrap materials or swarf, are not Redundant Materiel;
"Regulations"	for the purposes of Clauses 49 (Disclosure of Information) and 86 (Transparency) means the Environmental Information Regulations 2004;
"Relevant Day"	means the day that is 30 (thirty) days after the day on which a Payment Request is received in accordance with Clause 26.23(b) or 26.24(b) (Payment);

"Relevant Flow-Down Provisions"	has the meaning given in Paragraph 1.1 of Part A to Schedule 21 (Flow-Down Provisions);
"Relevant Sub-Contract"	means in relation to each flow-down requirement, a Sub-Contract meeting the requirements of the column headed "Relevant Sub-Contract" in the table at Paragraph 2 of Part A to Schedule 21 (Flow-Down Provisions) or Paragraph 1 of Part B to Schedule 21 (Flow-Down Provisions) (as applicable);
"Relevant Sub-Contractor"	means any counterparty to a Relevant Sub-Contract;
"Relevant Substance"	means any substance whatsoever (whether a solid, liquid, gas or vapour and whether alone or in combination with any other substance) which is capable of causing harm to the Environment or to human health;
"Relevant Transfer"	means a transfer of the employment of Transferring Employees from the Contractor or any Employing Sub-Contractor to a New Provider or the Authority under the Transfer Regulations;
"Relevant Tax Authority"	means HM Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Contractor is established;
"Representative of the Authority"	in any provision of the Contract means the person duly authorised by the Authority to act for the purposes of the provision and identified in the Contract or in any subsequent notice to act for the purposes of the provision;
"Return Date"	has the meaning given in Clause 72.10 (Warranty);
"Risk and Opportunities Register"	means the register maintained by the Contractor containing the Contractor's identified and emerging risks and opportunities associated with this Contract;
"Risk and Opportunities Management Plan"	means the plan maintained by the Contractor in connection with the management of the risks and opportunities identified in the Risk and Opportunities Register;

"SAA"	means Small Arms Ammunition, as detailed at Paragraph 3 of Schedule 8 (Manufacturing and Supply);
"Safety Data Sheets" or "SDS"	means a safety data sheet meeting the requirements of the Classification, Labelling and Packaging (CLP) Regulation 1272/2008 and REACH;
"Safety-Related Defect"	means an alleged defect and/or non-conformity which has the potential to cause harm;
"Scenario Analysis"	means the process by which the JRCC will review and optimise the IPCPs, considering wider enterprise impacts, opportunities, and the development of potential contracting option(s) for Schedule 8 (Manufacturing and Supply) and IPCPs;
"Schedule of Contracted Orders"	means the document that the Authority issues to the Contractor in accordance with the Manufacturing Order Cycle setting out its annual requirements for Munitions which it wishes to contract against;
"Schedule of Forecasted Orders"	means the document that the Authority issues to the Contractor in accordance with the Manufacturing Order Cycle setting out the Indicative Quantities it requires;
"Schedule of Requirements"	means that part of the Contract which identifies, either directly or by reference, the Articles, Services or Contractor Deliverables to be supplied or carried out, the quantities involved and the price or pricing terms in relation to each Article, Service or Contractor Deliverable;
"Security Aspects Letter" or "SAL"	means the security aspects letter set out at Schedule 15 (Security Aspects Letter);
"Service Delivery Plan"	Has the meaning given to it in Paragraph 9 of Schedule 17
"Service Month"	means each calendar month within a Service Year;
"Service Year"	means the first Contract Year commencing after expiry of the Transition Period and each subsequent Contract Year

	in which the Contractor is required to deliver Contractor Deliverables in accordance with this Contract;
"Service Year Actual Cost"	means the total sum of Allowable Costs actually incurred by the Contractor in performing the work required under this Contract in relation to a Service Year, being: (a) the Enabling Costs incurred by the Contractor during the Service Year; and (b) the Product Costs incurred by the Contractor in producing and delivering Articles that are required to be delivered during the Service Year, as set out in the Contract Costs Statement(s) for the Service Year(s) in which those Allowable Costs are incurred and verified by the Authority in accordance with Clause 24.12 (Pricing);
"Service Year Available KPI Incentive"	has the meaning given to it in Clause 27.2 (Key Performance Indicators);
"Service Year Price Payable"	has the meaning given to it in Clause 24.2(b)(i) (Pricing);
"Service Year Target Cost"	has the meaning given to it in Clause 24.3 (Pricing);
"Service Year Target Fee"	has the meaning given to it in Clause 24.4 (Pricing);
"Service Year Target Price"	has the meaning given to it in Clause 24.2(a) (Pricing);
"Services"	means all services (excluding the supply of Articles) which the Contractor is required under the Contract to perform or to fulfil;
"Single Source Regulations Office" or "SSRO"	means the non-departmental public body established under the Defence Reform Act 2014 and having the responsibilities set out in that Act and the SSCR (or any body that substantially replaces the same from time to time);

"Sites"	means any premises from which Contractor Deliverables are provided in connection with this Contract or from which the Contractor or any relevant Sub-Contractor manages, organises or otherwise directs the provision or the use of the Contractor Deliverables and/or any sites from which the Contractor or any relevant Sub-Contractor generates, processes, stores or transmits MOD Identifiable Information in relation to this Contract;
"SHE"	means Safety, Health and Environment;
"SME"	means any entity which: (a) employs fewer than 250 (two hundred and fifty) persons; and (b) has: (i) an annual turnover not exceeding EUR 50 (fifty) million; and/or (ii) an annual balance sheet total not exceeding EUR 43 (forty three) million;
"Smoothing"	means the process described in Paragraph 4.8 of Schedule 8 (Manufacturing and Supply);
"Special Jigs, Tools Etc."	means all special jigs, tools, patterns, moulds, dies, manufacturing gauges and test equipment, together with any associated fixtures, fittings and software necessary for the manufacture of the Articles or for the performance of any other work, which are not tools of the trade, as used by the Contractor in the performance of the Contract;
"Specification(s)"	means the relevant specifications listed in Schedule 5 (Engineering Requirements) and Schedule 6 (Technical Requirements and Quality Standards);
"SQEP"	Has the meaning given to it in Paragraph 3.17 of Schedule 17;
"SSCR"	means the Single Source Contract Regulations 2014 (SI 2014/3337);

"Statement of Packaging Requirements" or "SOPR"	means the completed Annex C to Def Stan 00-088, that forms part of the Statement of Requirements;
"Statement of Requirements" or "SOR"	means the statement of requirements in respect of this Contract contained in Schedule 2 (Statement of Requirements);
"Statutory Guidance on Allowable Costs"	means the applicable version of the guidance issued by the SSRO pursuant to Section 20(1) of the Defence Reform Act 2014 about determining whether costs are allowable costs under QDCs;
"Strategic"	means a Sub-Contract which: (c) makes up to 70% (seventy per cent.) of the line of business and/or portfolio spend by value; and/or (d) is with a Sub-Contractor who is key to business growth, risk and profitability, with shared longer term co-dependency;
"Sub-Contract"	means: (a) for the purposes of Clause 40 (Cyber), a sub-contract awarded directly by the Contractor or by any Associated Company, which is entered into in relation to the provision of Contractor Deliverables in connection with this Contract and which involves the processing, storage or transmission of MOD Identifiable Information; (b) for the purposes of Clause 47 (Sub-Contracting and Prompt Payment), any sub-contract entered into with a Sub-Contractor as defined in limb (b) of that definition; or (c) for all other purposes a sub-contract placed by the Contractor for the purposes of performing its obligations under this Contract;
"Sub-Contractor"	means:

(a) for the purposes of Clause 40 (Cyber), a direct sub-contractor of the Contractor or any Associated Company who provides any Contractor Deliverables in connection with this Contract but only to the extent that the sub-contractor processes, stores or transmits MOD Identifiable Information under its Sub-Contract;

(b) for the purposes of Clause 47 (Sub-Contracting and Prompt Payment), any sub-contractor engaged by the Contractor or by any other sub-contractor of the Contractor at any level of sub-contracting to provide Contractor Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract; or

(c) for all other purposes, any counterparty to a Sub-Contract;

"Supplier Cyber Protection Service" means the tool incorporating the CSM Risk Assessment Process and CSM Supplier Assurance Questionnaire;

"Supply Chain Management Plan" means the plan, satisfying the requirements of Paragraph 3.17 (Supporting Reviews) of Schedule 17 (Governance and Contract Management), delivered by the Contractor and updated annually in accordance with Paragraph 5.2 (Reporting and Deliverables) of Schedule 17 (Governance and Contract Management);

"Supporting Data" has the meaning given to it in Paragraph 8.10, 9.6 or 10.6 (as applicable) of Schedule 12 (Pricing);

"Supporting Reviews" means the reviews detailed in Paragraph 3 (Supporting Reviews) of Schedule 17 (Governance and Contract Management);

"Surge" means a process to be defined which will allow the Contractor to respond to an increase in the Authority's demand for Type A Munitions in a shorter time period than that defined within the processes set out in Schedule 8 (Manufacturing and Supply);

“Sustain”	means replacement of equipment and/or infrastructure or refurbishment work where the cost of Maintaining such equipment and/or infrastructure may no longer be financially prudent, and “**Sustainment**”, “**Sustained**” and “**Sustaining**” shall be construed accordingly;
“System Requirements Document" or "SRD”	means the document that defines the agreed required technical characteristics that form the set of requirements;
“Tariffs”	means customs duties, tariffs, or any other taxation, fees, financial imposts of a similar or equivalent nature arising in connection with the import of goods or equipment from the European Union or Switzerland to the United Kingdom for the purposes of this Contract;
“Task”	means any Ad Hoc Task, Engineering Task and/or Ad Hoc Engineering Task (as applicable);
“Task Form”	means the form to be completed through Land TMS in accordance with the process set out in Appendix 1 (Land TMS Tasking Process) to Schedule 10 (Tasking);
“Tasking”	means Ad Hoc Tasking, Engineering Tasking and/or Ad Hoc Engineering Tasking (as applicable);
“Tasking Mechanism”	means the applicable process for agreeing any Tasking, as set out in Schedule 10 (Tasking);
“TCIF”	means target cost incentive fee;
“TCIF Business Opportunity”	means an activity that has the potential to achieve efficiencies (relating to time and/or cost) in connection with the Contract;
“Technical Data”	means the cataloguing information identified in Schedule 24 (NATO Codification Requirements) to be supplied to enable the creation of Item Identification;

“Technical Data Pack”	means a data pack which satisfies the requirements of Clause 10.1 (Security of Supply) and Paragraph 6 of Schedule 5 (Engineering Requirements);
“Termination Date”	means the date on which any notice given by the Authority to terminate this Contract, or part of this Contract, takes effect;
“Termination Notice”	means a written notice terminating this Contract given by the Authority pursuant to any of Clauses 17 (Import and Export Licences), 63 (Force Majeure Events), 79 (Voluntary Termination), 80 (Termination) or 98 (Change of Control of Contractor) or Paragraph 1.6 of Schedule 21 (Flow-Down Provisions);
“Terms of Reference”	means the terms of reference for each Governance Body, as set out in Annex 1 (in respect of Governance Reviews) and 2 (in respect of Working Environments) of Schedule 17 (Governance and Contract Management);
“Test and Evaluation" or "T&E”	means the process by which a munition system or components are evaluated against requirements and/or specifications through testing procedures;
“Third Party Sale”	has the meaning given in Clause 28.2 (Third Party Sales);
“Total Order Shortfall”	has the meaning given in Paragraph 6.7 (Scope) of Schedule 17 (Governance and Contract Management);
“Transfer Date”	means the date on which the transfer of a Transferring Employee takes place under this Transfer Regulations;
“Transfer Plan”	means the Authority and Contractor’s joint plan as set out at Annex B to Schedule 19 (Exit Strategy) to ensure the controlled, orderly and economic transfer of services to the Authority or a third party;
“Transfer Regulations”	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended from time to time and/or the Service Provision Change (Protection of

	Employment) Regulations (Northern Ireland) 2006 (as amended from time to time), as appropriate;
"Transferring Employee"	means an employee wholly or mainly employed or otherwise assigned to the Services (or in respect of partial termination, the relevant part of the Services) whose employment transfers under the Transfer Regulations from the Contractor or any Employing Sub-Contractor to a New Provider;
"Transition Period"	means the period from and including the Effective Date to and including the date of expiry or termination of the MASS PA, as governed by the Transition Plan;
"Transition Plan"	means the plan agreed between the Parties detailing the activities to be carried out during the Transition Period and required timescales;
"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 the Contract;
"Triennial Strategic Review"	means the meeting held in accordance with Paragraph 3.4 (Supporting Reviews) of Schedule 17 (Governance and Contract Management);
"Type A Munitions"	means those munitions that the Authority has in-service and for which the Contractor shall have the capability to manufacture and/or supply and support, as listed in Schedule 7 (Munitions List);
"Type B Munitions"	means those munitions that the Authority has in-service but has no requirement for replenishment and therefore there is no obligation for the Contractor to retain capability to manufacture and/or supply, as listed in Schedule 7 (Munitions List);
"Typical Inputs"	means the information expected to be provided into a meetings, as listed in the relevant Terms of Reference;
"Typical Outputs"	means the information expected to be produced following a meeting, as listed in the relevant Terms of Reference;

"UKAS"	means the UK Accreditation Service;
"UK Legislation"	means any: (a) Act of Parliament or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978; (b) exercise of the Royal Prerogative; (c) enforceable EU right within the meaning of Section 2 of the European Communities Act 1972; and (d) direct EU legislation which is retained EU legislation within the meaning of Section 3 and Section 6 of the European Union (Withdrawal) Act 2018, in each case enforceable in the United Kingdom;
"**Unavoidable Order Shortfall Costs**"	has the meaning given to it in Paragraph 6.3(a)(iii) (Scope) of Schedule 17 (Governance and Contract Management);
"Undelivered Article Order Quantity"	means, for each Article Type, the Contracted Article Order Quantity for a Service Year less the Delivered Article Quantity for that Service Year;
"Undelivered Volumes Adjustment"	has the meaning given to it in Clause 26.8;
"Unique Identifiers"	comprises: (a) Unique Order Identifier (**UOI**) generated by the Contracting, Purchasing & Finance (**CP&F**) electronic procurement tool for non inventory purchase orders; (b) Unique Receipt Reference Identifier (**URRI**), generated by CP&F for inventory purchase orders; or (c) Electronic Business Capability (**EBC**) Unique Package Identifier (**EUPI**) generated for EBC contractor logistic support contracts. EUPIs comprise two parts, the first part being the

identifier allocated by the Authority and the second part being the identifier generated by the Contractor;

"Unit Load Specification" or "ULS"	means a palletised load designed and tested in accordance with Def Stan 00-814;
"Unit Product Target Cost"	means, for each Article Type, the estimated Allowable Costs directly incurred by the Contractor in producing and delivering each unit of that Article Type in accordance with this Contract, as specified in the Contract Pricing Model;
"Update"	means the element of the Critical Design Services described in Paragraph 3.5 of Schedule 5 (Engineering Requirements);
"Updated Exchange Rate Value"	has the meaning given to it in Paragraph 9.4(a) of Schedule 12 (Pricing);
"Updated Index Value"	has the meaning given to it in Paragraph 8.8 of Schedule 12 (Pricing);
"Updated Metal Cost Values"	has the meaning given to it in Paragraph 10.4(a) of Schedule 12 (Pricing);
"User Requirements Document" or "URD"	means the document provided by the Authority to the Contractor which specifies the Authority's requirements with respect to munitions and is a key document used in the production and development of IPCPs;
"Warranty"	has the meaning given in Clause 72.1 (Warranty);
"Warranty Period"	means a duration of 3 (three) calendar years from the date of Acceptance;
"Washington Site"	means the Contractor's premises at 1 Radial Park Road, Washington, Tyne and Wear, NE37 1PA; and
"Work Breakdown Structure" or "WBS"	means the product-oriented family tree division of the project into hardware, software, services, and other work tasks to organise, define, and graphically display the

product to be produced, and the work to be accomplished to achieve the specified product;

"Working Environment" has the meaning given in Paragraph 2.2 (Governance and Management Structure) of Schedule 17 (Governance and Contract Management);

2 INTERPRETATION

2.1 In this Contract the following interpretations apply unless otherwise stated:

(a) use of the singular includes the plural and vice versa and use of any gender includes the other genders;

(b) the masculine includes the feminine and vice versa and words importing the neuter include the masculine and feminine;

(c) general words are not to be given a restrictive meaning because they are followed by particular examples, and any words introduced by the terms "including", "include", "in particular" or any similar expression will be construed as illustrative and the words following any of those terms will not limit the sense of the words preceding those terms;

(d) any reference to a document "in the agreed form" is to such document in the form agreed by the Parties to this Contract and, for the purposes of identification only, initialled by or on behalf of each of them;

(e) a reference to this Contract are references to this Contract, as varied, novated, supplemented or replaced from time to time and including all Schedules, Annexes and Appendices;

(f) a reference to a date is the day commencing on such date;

(g) a reference to any person, including a Party, includes that person's lawful successors in title and transferees (unless the transfer to the successor in title or transferee was in breach of this Contract);

(h) references to legislation include statutes, by-laws, regulations, rules, subordinate or delegated legislation and orders;

(i) any decision, act or thing which the Authority is required or authorised to take or do under this Contract may be taken or done only by any person authorised, either generally or specifically, by the Authority to take or do that decision, act, or thing on behalf of the Authority;

(j) a reference to persons includes natural persons, firms, partnerships, bodies corporate and corporations, and associations, organisations, governments, states, foundations, trusts and other unincorporated bodies (in each case whether or not having separate legal personality and irrespective of their jurisdiction of origin, incorporation or residence);

(k) a reference to a Recital, Clause, Schedule, Annex or Appendix is to the relevant recital, clause, schedule, annex or appendix to this Contract; a reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the Clause or Schedule in which it appears;

(l) Unless excluded within the terms of the Contract or where required by law:

(i) references to submission of documents in writing shall include electronic submission; and

(ii) any requirement for a document to be signed or references to signatures shall be construed to include electronic signature, provided that a formal method of authentication as agreed between the parties is employed and the agreed method recorded in the Contract.

2.2 The Schedules, Appendices, Annexes and Recitals form an integral part of this Contract and have effect as if set out in full in the body of this Contract. A reference to this Contract includes the Schedules, Appendices, Annexes and Recitals.

2.3 The table of contents and headings are included for convenience only and will not affect the construction or interpretation of this Contract.

2.4 References to any enactment, order, regulation, or other similar instrument shall be construed as a reference to the enactment, order, regulation, or instrument as amended or consolidated by any subsequent enactment, order, regulation, or instrument.