



Ministry  
of Defence

**SDA DSST**

**Commercial Reference: FSM/068**

**Contract No. 700005506**

**For**

**Submarine Communications Buoy  
Acquisition**

**Between the Secretary of State for  
Defence of the United Kingdom of Great  
Britain and Northern Ireland**

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## Schedule of Requirements

Name and Address of Contractor:  ATLAS ELEKTRONIK UK Limited Dorset Innovation Park ATLAS House Winfrith Newburgh Dorchester Dorset DT2 8ZB	<b><u>MINISTRY OF DEFENCE</u></b>  <b>Schedule of Requirements For</b>  Submarine Communications Buoy (SCB) Acquisition	Contract No.:  <b>FSM/068</b>  Dated:  <b>31<sup>st</sup> March 2020</b>
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Item No.	Description	FIRM Price £ (ex VAT)
1	Acquisition of Submarine Communications Buoy (SCB) (See Condition 8 of the Contract for Pricing terms)	
	a. Dreadnought Phase A	£28,667,382
	b. Option 1 – Dreadnought Phase B (see Condition 11)	*****
2	<b>Irrevocable Contract Options (in accordance with Condition 8 Pricing and Condition 11 Options)</b>	
	a. Option 2 – Boat 2 Requirement	*****
	b. Option 3 – Boat 3 Requirement	*****
	c. Option 4 – Boat 4 Requirement	*****
	d. Option 5 – Sea Bed Trial	*****
	e. Option 6 – Vanguard Class Requirement	Un Costed

## Statement of Requirement

1. The Statement of Requirement documentation was released within AWARD to potential Tenderers on 21 April 2019 as follows:

### 1.1 SCB Acquisition Phase ITT structure

Statement of Work:

Statement of Work	*****
Scope of Supply Document	*****

System Requirements Document

Introduction	*****
Main requirement set	*****
Secret Supplement (to be released separately)	*****
Tailored SUBSPEC	*****
Data Deliverables	*****

Compliance Matrix

Compliance Matrix	*****
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### 1.2 Technical Pack

Technical guidance documents:

Final Technical Report	*****
Final Technical Report updates	*****
ITEA Strategy	*****
R&M Case Report	*****
ILS Strategy	*****

References:

Index	*****
Refs 1 to 106	*****
Refs 107 to 147	*****

## Contract Terms and Conditions

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## 1. General Conditions

1.1 The following DEFCONs shall apply to this Contract:

DEFCON No	Edition No	Title
DEFCON 005J	11/16	Unique Identifiers
DEFCON 129J	12/19	The Use Of The Electronic Business Delivery Form
DEFCON 501	11/17	Definitions and interpretations
DEFCON 502	12/19	Specifications Changes
DEFCON 503	12/14	Formal Amendments To Contract
DEFCON 507	10/18	Delivery
DEFCON 513	11/16	Value Added Tax
DEFCON 514	08/15	Material Breach
DEFCON 515	02/17	Bankruptcy and Insolvency
DEFCON 516	04/12	Equality
DEFCON 518	02/17	Transfer
DEFCON 520	05/18	Corrupt Gifts and Payments of Commission
DEFCON 526	08/02	Notices
DEFCON 527	09/97	Waiver
DEFCON 528	07/17	Import and Export Licences
DEFCON 529	09/97	Law (English)
DEFCON 530	12/14	Dispute Resolution (English Law)
DEFCON 532B	05/18	Protection Of Personal Data (Where Personal Data is being processed on behalf of the Authority) (DEFFORM 532 is included at Schedule 1)
DEFCON 534	06/17	Subcontracting and Prompt Payment
DEFCON 537	06/02	Rights of Third Parties
DEFCON 538	06/02	Severability

DEFCON No	Edition No	Title
DEFCON 550	02/14	Child Labour and Employment Law
DEFCON 566	12/18	Change of Control of Contractor
DEFCON 608	10/14	Access and Facilities to be Provided by the Contractor
DEFCON 609	08/18	Contractor's Records
DEFCON 620	05/17	Contract Change Control Procedure
DEFCON 023	08/09	Special Jigs, Tooling and Test Equipment
DEFCON 068	02/17	Supply of Data for Hazardous Articles, Materials and Substances (The contractor is to provide a completed DEFFORM-068 by no later than 1 Month from start of contract)
DEFCON 076	12/19	Contractor's Personnel at Government Establishments
DEFCON 082	12/19	Special Procedure for Initial Spares
DEFCON 113	02/17	Diversion Orders
DEFCON 117	12/19	Supply Of Information For NATO Codification And Defence Inventory Introduction
DEFCON 524	02/20	Rejection
DEFCON 525	10/98	Acceptance
DEFCON 539	08/13	Transparency
DEFCON 595	02/19	General Purpose Automatic Test Equipment Data Requirements
DEFCON 601	04/14	Redundant Material
DEFCON 604	06/14	Progress Reports
DEFCON 605	06/14	Financial Reports
DEFCON 606	06/14	Change and Configuration Control Procedure
DEFCON 607	05/08	Radio Transmissions
DEFCON 611	12/19	Issued Property
DEFCON 612	10/98	Loss of or Damage to the Articles
DEFCON 619A	09/97	Customs Duty Drawback

DEFCON No	Edition No	Title
DEFCON 621B	10/04	Transport (if the Contractor is responsible for transport).
DEFCON 625	10/98	Co-operation on Expiry of Contract
DEFCON 642	06/14	Progress Meetings
DEFCON 644	07/18	Marking of Articles
DEFCON 645	07/99	Export Potential
DEFCON 646	10/98	Law and Jurisdiction (Foreign Suppliers
DEFCON 658	12/19	Cyber
DEFCON 647	04/19	Financial Management Information
DEFCON 659A	02/17	Security Measures
DEFCON 660	12/15	Official-Sensitive Security Requirements
DEFCON 691	12/19	Timber and Wood – Derived Products
DEFCON 694	12/19	Accounting For Property of the Authority
DEFCON 697	12/19	Contractors on Deployed Operations

1.2 The following DEFCONs shall also apply to this Contract:

DEFCON No	Edition No	Title
DEFCON 129	04/18	Packaging (For Articles other than Munitions)
DEFCON 624	12/19	Use of Asbestos

## 2. Delivery and Acceptance - Self-To-Self Delivery

2.1 Where any Article to be supplied under the Contract is to be delivered otherwise than being handed over by the Contractor to the Authority, as where an Article is to be delivered by the Contractor to his own premises or to those of a subcontractor ('self-to-self delivery'), the risk in such Article shall (notwithstanding the provisions of DEFCON 612) remain vested in the Contractor until such time as the Article is handed over to the Authority.

### **3. Government Furnished Information**

3.1 The Authority does not give any warranty or undertaking as to the completeness, accuracy, or fitness for any purpose of any of the Authority provided information. Neither the Authority nor its agents or employees shall be liable to the Contractor in contract (save as expressly provided elsewhere in the Contract), tort, statute nor otherwise, as a result of any inaccuracy, omission, unfitness for any purpose, or inadequacy of any kind, in the Authority provided information.

### **4. Obsolescence Management**

4.1 Any configuration changes due to obsolescence shall be approved in accordance with the Configuration Management process defined in this contract.

4.2 The Contractor shall provide the Authority with obsolescence status briefs, as part of the periodic programme reviews.

4.3 The Contractor shall be responsible for all costs associated with:

- 4.3.1 the mitigation of Obsolescence Concerns; and
- 4.3.2 the resolution of Obsolescence Issues.

4.4 The costs for which the Contractor is responsible include, but are not limited to, the costs of investigating part availability, locating suitable part replacement, vendor interface, engineering and redesign efforts, testing and qualification requirements, documentation changes. The Contractor shall ensure that the Authority does not incur any additional costs due to obsolescence.

4.5 The Contractor shall be responsible for managing obsolescence for each SCB system (as defined in the Scope of Supply Document) up to the point of final delivery to Barrow and, notwithstanding any Obsolescence Issues or problems; the Contractor remains responsible for meeting all performance and other requirements of this contract.

4.5.1 Final delivery of each SCB system to \*\*\*\*\*, is defined as when all hardware and software components associated with an SCB system have been delivered to \*\*\*\*\*. This addresses the fact that the system will physically be delivered to \*\*\*\*\* in separate parts over a period of time in order to support the Dreadnought Class build programme. Obsolescence management is required until such time as all parts have been delivered to \*\*\*\*\*.

4.5.2 Obsolescence management responsibility for an SCB system procured for future platforms under Options 2, 3, and 4 of this Contract starts on placement of the Contract Option and ends on final delivery of that SCB system to \*\*\*\*\*.

4.5.3 Obsolescence management responsibility for an SCB system from the point of final delivery to \*\*\*\*\* is outside the scope of this contract.



4.6 The Contractor shall implement a proactive Obsolescence Management strategy in accordance with IEC 62402:2007 (Obsolescence Management – Application Guide). This shall include as a minimum:

4.6.1 the ongoing identification and review of Obsolescence Concerns and Obsolescence Issues;

4.6.2 the identification of mitigation action for each Obsolescence Concern;

4.6.3 the identification of resolution action for each Obsolescence Issue.

4.7 The strategy at Clause 4.5 of Condition 4 above shall include, but is not limited to, obsolescence of components, assemblies, sub-assemblies, piece parts, and material (hereafter referred to for purposes of this section only as "parts and/or material").

4.8 The Contractor shall liaise with the Authority to ensure Obsolescence Management plans and mitigation / resolution of Obsolescence Concerns and Obsolescence Issues are appropriately aligned with the Authority's Future Capability Upgrade Programme.

## 5. Deliverables

### 5.1 Supplier Contractual Deliverables

5.1.1 The Supplier Contractual Deliverables are:

Name	Description	Due	Responsible Party
Obligation DEFCON 658 (Edn 12/19) Clause 3 - Annual CSM Supplier Assurance Questionnaire	carry out the CSM Supplier Assurance Questionnaire no less than once in each year of this Contract commencing on the first anniversary of completion of the CSM Supplier Assurance Questionnaire;	Annually (Commercial)	Supplier Organization
Obligation DEFCON 694 (Edn 12/19) Clause - 1a - Maintain a Public Stores Account.	Maintain a Public Stores Account.	Annually (Project Control)	Supplier Organization
Obligation DEFCON 694 (Edn 12/19) Clause - 1b - Provide Quarterly report on PSA Holdings	supply to the Authority quarterly reports on the current PSA holdings. At least one report in any twelve-month accounting period or part thereof shall be a reconciled report. This shall be submitted with the Annual Certificate Form AAC 32 as required in DEFSTAN 05-099.	Quarterly (Project Control)	Supplier Organization

OFFICIAL SENSITIVE COMMERCIAL

Name	Description	Due	Responsible Party
Obligation DEFCON 68 (Edn 02/17) Clause - 1a - Provision of Safety Data Sheet	Provision of a Safety Data Sheet for each hazardous material or substance supplied no later than 1 month from Contract start date.	1 Month from contract start date. (Commercial)	Supplier Organization
Obligation DEFCON 68 (Edn 02/17) Clause - 1b - Provision of Safety Information	Provision of safety information as required by the Health and Safety at Work Act 1974 for each hazardous Article to be supplied no later than 1 month from Contract start date.	1 Month from contract start date. (Commercial)	Supplier Organization
Obligation DEFCON 68 (Edn 02/17) Clause - 3 - Provision of Hazardous Reporting Info required by DEF STAN 07-085	Provision of hazardous reporting information required by DEF STAN 07-085 for ordnance, munitions or explosives to be supplied no later than 1 month from Contract start date.	1 Month from contract start date. (Commercial)	Supplier Organization
Obligation DEFCON 647 (Edn 04/19) Clause - 2 - Submission of Financial Management Information.	Submission of Financial Management Information.	Project Controls	Supplier Organization
Obligation DEFCON 117 (Edn 12/19) Clause - 6a - Notification to the Codification Authority of mods or changes	Notification to the Codification Authority of all modifications or design changes which affect the item identification, including reference number changes, Form, Fit or Function.	As Required.	Supplier Organization
Obligation DEFCON 129 (Edn 04/18) Clause - 9 - Safety Data Sheet Provision	A Safety Data Sheet in respect of each Dangerous Good in accordance with the REACH Regulations 2007 and the Health and Safety at Work Act 1974 to be provided no later than one month before delivery is due.	1 Month from contract start date. (Project)	Supplier Organization
Obligation DEFCON 513 (Edn 11/16) Clause - 3 - Notification of any VAT liability other than Standard	Notification of the Authority's VAT liability under the Contract when liability is other than the standard rate of VAT.	As Required (Commercial)	Supplier Organization
Obligation DEFCON 528 (Edn 07/17) Clause - 2 - Consult with Authority on Licensing	When an export licence or import licence or authorisation either singularly or in combination is required from a foreign government for the performance of the Contract, the Contractor shall as soon as reasonably practicable consult with the Authority on the licence requirements	As required (Commercial)	Supplier Organization
Obligation DEFCON 129J (Edn 12/19) Clause - 1 - The Use of The Electronic Business Delivery Form	Use of the electronic business delivery form for all deliveries of Articles and performance of Services.	As required (Project)	Supplier Organization

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Name	Description	Due	Responsible Party
Obligation DEFCON 658 (Edn 12/19) Clause - 5.2 - Maintain a record demonstrating MOD compliance with Def Stan 05-138	Maintain a record of MOD Identifiable Information and documents to demonstrate compliance with Def Stan 05-138.	In accordance with Def Stan 05-138	Supplier Organization
Obligation DEFCON 659A (Edn 02/17) Clause - 5 - When requested, Contractor to provide details of employees who have/have had access to any Secret Matter	Provide, on request, particulars of employees who have had at any time, access to any Secret Matter.	As required (Project)	Supplier Organization
Obligation DEFCON 691 (Edn 12/19) Clause - 4 - Provision of data, information and evidence	Provision of data, information and evidence.	As requested, (Commercial)	Supplier Organization
Obligation DEFCON 691 (Edn 12/19) Clause - 7 - Maintain records of timber and wood derived products	Maintain records of timber and wood derived products.	As requested, (Commercial)	Supplier Organization
Obligation DEFCON 68 (Edn 02/17) Clause - 4 - Supply Completed DEFFORM 68 to the Authority	Completed DEFFORM 68 to be supplied no later than 1 month prior to Contract delivery date.	As requested, (Project)	Supplier Organization
Obligation DEFCON 76 (Edn 12/19) Clause - 6 - Submit list of representatives who may enter a Government Establishment	Submission of list of Representatives who may need to enter a Government Establishment in connection with work under the contract.	As required (Project)	Supplier Organization
Obligation DEFCON 82 (Edn 12/19) Clause - 5 - List of Initial Spares on DEFFORM 82a or b	List of spare parts to maintain the operational efficiency of the new or modified equipment during an initial period of use to be drawn up.	As required (Project)	Supplier Organization
Obligation DEFCON 91 (Edn 11/06) Clause - 5b - Software as required	A copy of the Software as is required for performance of obligations to be retained.	As required (Commercial)	Supplier Organization
Obligation DEFCON 117 (Edn 12/19) Clause - 3a - Technical Data to Codification Authority or representative	Provision of Technical Data to the Codification Authority or the Authority's Agent specified by the Codification Authority.	As required (Project)	Supplier Organization

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Name	Description	Due	Responsible Party
Obligation DEFCON 601 (Edn 04/14) Clause - 2a - Submission of lists of redundant material.	Submission of lists of redundant material.	No later than Contract Completion. (project and Commercial)	Supplier Organization
Obligation DEFCON 659A (Edn 02/17) Clause - 6 - Inform the Authority of any unauthorised persons seeking information concerning any Secret Matter	Inform the Authority of any unauthorised persons seeking information concerning any Secret Matter.	From Contract start as required. (commercial and DSST Security Officer)	Supplier Organization
Obligation DEFCON 659A (Edn 02/17) Clause - 7a - Contractor to gain MoD approval for placing sub-contracts dealing with Secret Matter	Gain MOD approval for placing sub-contracts dealing with Secret Matter.	From Contract start as required. (commercial and DSST Security Officer)	Supplier Organization
Obligation DEFCON 601 (Edn 04/14) Clause - 4 - Provide lists of items sold	Lists of items sold.	At Contract completion (Commercial)	Supplier Organization
Obligation DEFCON 604 (Edn 06/14) Clause - 1 - Submission of Progress Reports.	Adjust as necessary to reflect the terms of the contract	As Required (Project)	Supplier Organization
Obligation DEFCON 605 (Edn 06/14) Clause - 1 - Submission of Financial Reports.	Submission of Financial Reports.	As Required (Finance and Commercial)	Supplier Organization
Obligation DEFCON 609 (Edn 08/18) Clause - 1 - Reminder to maintain records	Maintenance of records.	At Contract Start and throughout.	Supplier Organization
Obligation DEFCON 611 (Edn 12/19) Clause - 3 - Report of any defects, deficiencies or discrepancies.	Report of any defects, deficiencies or discrepancies.	If Appropriate.	Supplier Organization
Obligation DEFCON 611 (Edn 12/19) Clause - 12 - Open and maintain a Public Store Account.	Open and maintain a Public Store Account.	As Appropriate.	Supplier Organization
Obligation DEFCON 611 (Edn 12/19) Clause - 14 - Provision of a list of Issued Property held at end of contract.	Provision of a list of Issued Property held at end of contract.	At Contract completion with a draft copy issued one month before (Commercial/Project)	Supplier Organization

OFFICIAL SENSITIVE COMMERCIAL

Name	Description	Due	Responsible Party
Obligation DEFCON 632 (Edn 08/12) Clause - 1 - Notification of a Patent, Registered Design rights, restrictions, obligations, allegations of infringement of intellectual property rights.	Notification of a Patent, Registered Design rights, restrictions, obligations, allegations of infringement of intellectual property rights.	If appropriate	Supplier Organization
Obligation DEFCON 642 (Edn 06/14) Clause - 3 - Minutes to be sent within 2 weeks of meeting.	Minutes to be sent within 2 weeks of meeting.	within two weeks of meeting.	Supplier Organization
Obligation DEFCON 528 (Edn 07/17) Clause 12 - Notify authority of any deliverable is subject to a non-UK export licence or control that imposes restrictions	Identify whether any Contractor Deliverable is subject to: a non-UK export licence, authorisation or exemption; or any other related transfer or export control that imposes restrictions	Contract.	Supplier Organization
Obligation DEFCON 528 (Edn 07/17) Clause - 11 - Summarise expected import and export licences and restrictions	Summary of expected licences and restrictions.	Contract.	Supplier Organization
Obligation DEFCON 532B (Edn 05/18) Clause - 9 - Contractor to maintain record of the number of Data Subject Requests	Record to be maintained of the number of Data Subject Requests and to be supplied to the MOD on request.	Maintained from Contract Start Date and supplied on request.	Supplier Organization
Obligation DEFCON 566 (Edn 12/18) Clause - 1 - Notification of any intended, planned or actual change in control of Contractor	Notification of any intended, planned or actual change in control.	As appropriate.	Supplier Organization
Obligation DEFCON 620 (Edn 05/17) Clause - 3 - Delivery of a Contractor Change Proposal	Delivery of a Contractor Change Proposal.	As appropriate.	Supplier Organization
Obligation DEFCON 624 (Edn 12/19) Clause - 3 - Notification that Asbestos may be incorporated into Articles/materials	Notification that Asbestos may be incorporated into Articles/materials.	Contract.	Supplier Organization

Name	Description	Due	Responsible Party
Obligation DEFCON 632 (Edn 08/12) Clause - 7 - Issue Authority in accordance with provisions of Patents Act of 1977 or Registered Designs Act 1949	Issue authority in accordance with provisions of Patents Act 1977 or Registered Designs Act 1949.	As appropriate.	Supplier Organization

## 5.2 Buyer Contractual Deliverables

5.2.1 The Buyer Contractual Deliverables are as follows:

Name	Description	Due	Responsible Party
Obligation DEFCON 23 (Edn 08/09) Clause - 15 - Disposal Lists for Jigs and Tools	Disposal instructions for Special Jigs, Tools etc no longer required. Instructions to be provided within 3 months (or period as specified in contract) from receipt of Contractor's notification.	Within 3 months of request from Contractor	Buyer Organization
Obligation DEFCON 658 (Edn 12/19) Clause 2 - Inform Contractor of Cyber Risk Level	Where the Contractor has not already been notified of the Cyber Risk level prior to the date of this Contract, Provide notification of the relevant Cyber Risk level and the appropriate Cyber Security Instructions to the Contractor	Draft Security Aspects Letter issued with ITN within AWARD. Including link to Cyber Risk Assessment to be completed prior to Contract award.	Buyer Organization
Obligation DEFCON 76 (Edn 12/19) Clause - 7 - Provision of Passes for approved Reps	Provision of passes for those Representatives who are approved.	On request from Contractor.	Buyer Organization
Obligation DEFCON 531 (Edn 12/19) Clause - 7 - Establish Confidentiality Agreement	Confidentiality agreement to be put in place prior to any disclosure of information.	As required.	Buyer Organization
Obligation DEFCON 601 (Edn 04/14) Clause - 2c - Provide instructions for disposal	Instructions for disposal. These are due 3 month after Contract end	3 months after Contract End.	Buyer Organization
Obligation DEFCON 528 (Edn 07/17) Clause 19 - identify any export control restrictions applying to materiel to be provided to the Contractor as GFA	Identify any export control restrictions applying to materiel to be provided to the Contractor as GFA and provide a completed DEFFORM 528	As Required.	Buyer Organization

Name	Description	Due	Responsible Party
Obligation DEFCON 530 (Edn 12/14) Clause - 3 - Initiation of arbitration via arbitration notice under English Law	Initiation of arbitration to be made by submission of written Notice of Arbitration.	As Appropriate.	Buyer Organization
Obligation DEFCON 566 (Edn 12/18) Clause - 4 - Notification of any concerns around change in control of Contractor	Notification of any concerns regarding change of control.	As required.	Buyer Organization
Obligation DEFCON 620 (Edn 05/17) Clause - 4 - Acceptance or Rejection of Change Proposal	Acceptance or Rejection of Change Proposal.	As required.	Buyer Organization
Obligation DEFFORM 315 (Edn 298) at Annex C to Contract	Provide Contract Data Deliverable for each Data Deliverable	As required with ITN	Buyer Organization

### 5.3 SCB System Deliverables

5.3.1 The SCB System Deliverables as defined in the SCB Scope of Supply document (\*\*\*\*\* ) are as follows:

Item	Required by
*****	*****
*****	*****
*****	*****
*****	As required by the Dreadnought ECS integration and test programme – ***** to be confirmed.
*****	*****
*****	*****
*****	*****

Item	Required by
*****	With each component.
*****	Aligned with SCB seat installation – after *****.
*****	*****
*****	In accordance with the delivery schedule.
*****	In accordance with Dreadnought integration programme

5.3.2 The SCB General Equipment Deliverables as defined in the SCB Scope of Supply document (\*\*\*\*\* ) are as follows:

Item	Required by
*****	As required by the project schedule
*****	As required by the project schedule
*****	As required by the project schedule
*****	When available circa 2020 onwards.
*****	When available circa 2020 onwards.
*****	When available circa 2020 onwards.

5.3.3 The provision of Reference, Training and Spares equipment as defined in the SCB Scope of Supply document (\*\*\*\*\* ) will be contracted under future phases of the project.

#### 5.4 SCB Data Deliverables

5.4.1 The SCB Data Deliverables are defined in the SCB Scope of Supply document (\*\*\*\*\* ) and their detailed descriptions are defined in the Data Deliverable document (\*\*\*\*\* ). These documents were made available



within AWARD on 21 April 2019.

5.4.2 The Scope of Supply document defines when they are required, the periodicity of update and if they are required to support either delivery of the full system to HMS DREADNOUGHT or at every equipment/ component delivery.

## 6. Quality Assurance Conditions:

6.1 The following DEFCONs, DEFSTANS and AQAPs shall apply to this Contract:

Reference	Edition No	Description
DEFCON 602A	Edition 12/17	Quality Assurance (With Deliverable Quality Plan)
DEFCON 627	Edition 12/19	Quality Assurance - Requirement for a Certificate of Conformity
AQAP 2105	Edition C, Version 1	NATO Requirements for Deliverable Quality Plans
AQAP 2110	Edition D, Version 1	NATO Quality Assurance Requirements for Design, Development and Production
AQAP 2210	Edition A, Version 2	NATO Supplementary Software Quality Assurance Requirements to AQAP 2110 or AQAP 2310 shall apply
DEFSTAN 05-57	Issue 7	Configuration Management of Defence Materiel
DEFSTAN 05-061	Part 1, Issue 6	Quality Assurance Procedural Requirements – Concessions
DEFSTAN 05-061	Part 4, Issue 3	Quality Assurance Procedural Requirements - Contractor Working Parties
DEFSTAN 05-135	Issue 1	Avoidance of Counterfeit Material

## 7. Intellectual Property Rights (IPR)

7.1 The following DEFCONs shall apply to this Contract in respect of IPR:

DEFCON No	Edition No	Description
DEFCON 014	Edition 11/05	Inventions and Designs Crown Rights and Ownership of Patents and Registered Designs
DEFCON 015	Edition 02/98	Design Rights and Rights to Use Design Information
DEFCON 016	Edition 10/04	Repair and Maintenance Information
DEFCON 021	Edition 10/04	Retention of Records
DEFCON 019	Edition 01/76	Free User, Maintenance and Supply Of Drawings
DEFCON 090	Edition 11/06	Copyright
DEFCON 091	Edition 11/06	Intellectual Property Rights in Software
DEFCON 126	Edition 11/06	International Collaboration Clause
DEFCON 531	Edition 12/19	Disclosure of Information
DEFCON 632	Edition 08/12	Third Party Intellectual Property - Rights and Restrictions

### 7.2 Definitions

7.2.1 Commercial Off the Shelf Article - An article which is normally commercially available from the Contractor, and which was developed outside of this Contract.

### 7.3 IPR In Subcontracts

7.3.1 The Contractor shall not place any subcontract or order involving the design or development of equipment required under this contract without the prior written consent of the Authority. Unless otherwise agreed, such consent will be conditional on the proposed subcontractor concluding a direct agreement with the Authority in the form set out in Annex A to the Contract. Wherever possible the request for approval should be accompanied by two copies of the agreement signed by the subcontractor. If, in any case the Contractor is unable to comply with this condition he shall report the matter to [appropriate Director Commercial] and await further instructions before placing the subcontract or order.

7.4 Commercial Off the Shelf Articles – Security of Supply

7.4.1 In the event that:

7.4.1.1 the Authority decides to place a follow-on contract with the Contractor for the continuing provision of the Articles which are the same as or similar to those provided under this Contract and the Contractor is unwilling or unable to accept, on fair and reasonable terms a follow-on contract from the Authority; and/or

7.4.1.2 The Contractor permanently discontinues its business for whatever reason and such business is not continued by a successor in interest to the Contractor to whom the relevant intellectual property rights have been transferred,

7.4.2 then the Authority shall have the right to obtain from the Contractor, or from the authorised trustees or receivers acting on behalf of the Contractor, sufficient data, code, information and license(s) required for the provision of the Articles as those provided under this Contract or such similar deliverables, articles or services. Such data, code, information and license(s) may be used royalty-free by the Authority or a replacement contractor to provide deliverables, articles or services similar to those provided under the Contract.

7.5 Commercial Off the Shelf Articles – Interface Information

7.5.1 In the event that the Authority seeks competitive tenders for any future support of the equipment procured under this Contract, the Contractor agrees to provide to the Authority any additional interface data or other compatibility or performance data such as may be required to enable a follow-on contractor to tender for and perform the support requirement, or to use an alternative for any COTS articles or components. The reasonable cost of compilation of this information shall be borne by the Authority.

7.6 Commercial Software

7.6.1 The Contractor shall use all reasonable endeavours to secure licences for any software deliverable to the Authority (or to the Contractor) under this Contract but which is not generated under this Contract. The licence shall be in the form of DEFFORM 701 (Edn 04/06), unless exceptionally agreed in writing by the Authority's Commercial Officer. If the Contractor is unable to secure a licence under these terms, it shall inform the Authority as soon as is practicable and await further instruction.

7.7 Contract Data Deliverables

7.7.1 Submarine Communications Buoy master data deliverables list is available within AWARD (\*\*\*\*\*), which is in the format of DEFFORM 315.

7.8 Authorisation by The Crown For Use Of Third Party Intellectual Property Rights

7.8.1 Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved.

## **8. Pricing**

8.1 The price detailed in the Schedule of Requirements for Item 1 Dreadnought Phase A is a Firm price, excluding VAT, not subject to variation, and includes profit unless stated otherwise.

8.2 The price detailed in the Schedule of Requirements for Item 1 Option 1 Dreadnought Phase B is a Firm price, excluding VAT, not subject to variation, includes profit unless stated otherwise and is required to be taken up no later than 3 months prior to completion of Item 1 Dreadnought Phase A in accordance with the programme schedule at Schedule 2 of the Contract.

8.3 The prices detailed in the Schedule of Requirements for Item 2 options are:

8.3.1 Item 2 Option 2 – Boat 2 Requirement – a baseline price, excluding VAT, subject to review in accordance with sub-clause 8.5.

8.3.2 Item 2 Option 3 – Boat 3 Requirement – a baseline price, excluding VAT, subject to review in accordance with sub-clause 8.5.

8.3.3 Item 2 Option 4 – Boat 4 Requirement – a baseline price, excluding VAT, subject to review in accordance with sub-clause 8.5.

8.3.4 Item 2 Option 5 - Seabed Trial – a Firm price, excluding VAT, not subject to variation, inclusive of profit unless otherwise stated and required to be taken up no later than 6 months prior to completion of Item 1 Dreadnought Phase A in accordance with the programme schedule at Schedule 2 of the Contract.

8.3.5 Item 2 Option 6 – Vanguard Class requirement – Un costed option

8.4 The baseline prices for Item 2 Options 2, 3 and 4 are baselined against the Contractors Post Best and Final Offer Change Note reference \*\*\*\*\*.

8.5 A Review Point shall determine the Contract prices for Item 2 Options 2, 3 and 4.

- 8.5.1 Review Points are included in the Contract at dates no later than 6 months prior to the estimated Contract Date for each of the Boat Set 2, 3 and 4 options in accordance with the following schedule:

Boat Set	Estimated Contract Date	Estimated Initial Delivery	Estimated Final Delivery	Estimated SAT
2	*****	*****	*****	*****
3	*****	*****	*****	*****
4	*****	*****	*****	*****

8.5.1.1 The Terms of Reference for the Review Point are at Condition 13 of the Contract.

8.5.1.2 The output of the Review Point requires the agreement of both parties prior to the Authority exercising any of the options by formal Contract amendment.

## 9. Payment

9.1 Payment is to be made on CP&F in accordance with the Milestone Payment Scheme at Annex B.

## 10. Performance and Earned Value Management

10.1 Project controls Guide, Industry Interface Document: earned Value Management Requirements, Reference PCF-CPR-INS-0082-Rev 3 – EVM (industrial Interface) Guide, Revision 3.0 dated March 2019. “the Guide”, has been uploaded to AWARD as “PCF-CPR-INS-0082-Rev2-EVM (industrial Interface) Guide.pdf”.

10.2 This Contract is to be administered in accordance with Level 3 EVM requirements as set out in the Guide.

## 11. Options

11.1 The use of options may be exercised, subject to Authority approvals regarding the Dreadnought and Vanguard Programmes.

### 11.2 Exercise of Options

11.2.1 The options detailed below are priced as stated at Condition 8 – Pricing.

11.2.2 In addition to Item 1 Dreadnought Phase A of the Schedule of Requirements, the Contractor hereby grants to the Authority the following irrevocable option in accordance with the terms and conditions set out in this Contract or any such subsequent Contract or Contracts where such option is taken up, it being agreed that the Authority has no obligation to exercise such option:

11.2.2.1 1 Item 1 Option 1: Dreadnought Phase B.

11.2.3 For Item 2 the Contractor hereby grants to the Authority the following irrevocable options in accordance with the terms and conditions set out in this Contract or any such subsequent Contract or Contracts where such options are taken up, it being agreed that the Authority has no obligation to exercise such options:

11.2.3.1 Item 2 Option 2: Boat 2 Requirement.

11.2.3.2 Item 2 Option 3: Boat 3 Requirement.

11.2.3.3 Item 2 Option 4: Boat 4 Requirement.

11.2.3.4 Item 2 Option 5: Seabed Trial.

11.2.3.5 Item 2 Option 6: Vanguard Class Requirement. Uncosted option

11.2.4 The Authority shall have the right to exercise the options by the periods specified in Condition 8 - Pricing, or within such further period as corresponds to the aggregate of any such period(s):

11.2.4.1 of delay in the delivery programme whether constituting any breach of the Contract or resulting from any force majeure event; or

11.2.4.2 for the duration of which the Authority is prevented from exercising any such option due to any breach of the Contract by the Contractor.

## **12. Contractors Limitation of Liability**

### **12.1 Contractor's Limitation of Liability**

12.1.1 Subject to Clause 12.2 the Contractor's liability to the Authority in connection with this Contract:

12.1.1.1 under Clause 3 of DEFCON 76 (Contractors Personnel at Government Establishments) shall not exceed \*\*\*\*\*per incident; and

12.1.1.2 under Clause 2 of DEFCON 514 (Material Breach) shall not exceed \*\*\*\*\*in aggregate; and

12.1.1.3 under Clause 8 of DEFCON 611 (Issued Property) shall not exceed \*\*\*\*\*in aggregate; and

12.1.1.4 under Clause 5 of DEFCON 507 (Delivery) shall not exceed \*\*\*\*\* in aggregate.

### **12.2 Nothing in this Contract shall operate to limit or exclude the Contractor's liability:**

12.2.1 for any interest payable in relation to the late payment of any sum due and payable by the Contractor to the Authority under this Contract;

12.2.2 in relation to any matter governed by Clause 12.1 of Condition 12 where any applicable limitation of liability forming part of the provision has been agreed by the Authority in reliance on information (including in relation to insurance) submitted by or on behalf of the Contractor prior to contract award, such information beginning inaccurate or untrue;

12.2.3 under DEFCON 91 (Intellectual Property Rights in Software) and DEFCON 632 (Third Party Intellectual Property – Rights and Restrictions);

12.2.4 for death or personal injury caused by the Contractor's negligence or the negligence of any of its personnel, agents, consultants or subcontractors;

12.2.5 for fraud, fraudulent misrepresentation, wilful misconduct or negligence;

12.2.6 in relation to the termination of this contract on the basis of abandonment by the contractor;

12.2.7 for breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982; or



12.2.8 for any other liability which cannot be limited or excluded under general (including statute and common) law.

12.3 The rights of the Authority under this Contract are in addition to, and not exclusive of, any rights or remedies provided by general (including statute and common) law.

12.4 Subject to Clause's 12.2.4, 12.2.5, 12.2.7, 12.2.8, of Condition 12 neither Party shall be liable to the other Party for:

12.4.1 Any indirect, or consequential loss: and/or

12.4.2 Any loss of profits, turnover, business opportunities or damage to goodwill (whether direct or indirect).

12.5 Clause 12.4 above is agreed on a without prejudice basis to any other current or future contract between the parties and does not set a precedence. For the avoidance of doubt, it must not be assumed that this will prevail for any future contract(s) between the parties.

12.6 Liability for defects

12.6.1 For support activities that comprise of services defines as the provision of Technical Support whether in whole or in part, the Contractor shall perform the work with skill and care, in accordance with the requirement and specifications defined in the Contract. The Contractor's liability shall be limited to the re-performance of any work that does not conform to the requirements of the Contract as a consequence of the Contractor's failure to perform with skill and care, provided that the authority shall provide written notice of any claim within 6(six) months of the date of completion of the support activity.

12.6.2 For support activities that comprise the provision of new Articles or the repair or refurbishment of existing Articles, the Contractor shall be responsible for making good, by repair or replacement at his option and expense, any defect in manufacture, or damages to any part of the Articles directly attributable to the performance of the Contractor which may appear during a period of 12 (twelve) months from the date of delivery of new Articles, or 3(three) months from the date of delivery of repaired/refurbished Articles, arising solely from any defective materials or workmanship, and excluding fair wear and tear by reason of which the Article in question fails to conform to the requirements of its original specification.

### **13. Review Point Terms of Reference**

13.1 The purpose of the Review Point is to determine the Contract prices for Item 2, Options 2, 3 and 4.

13.2 The Review Point shall:

13.2.1 align with the programme schedule at Schedule 2 of the Contract.

13.2.2 take place no later than 6 months prior to the estimated Contract start date of each Boat Set Requirement in accordance with the following schedule:

<b>Boat Set</b>	<b>Estimated Contract Date</b>	<b>Estimated Initial Delivery</b>	<b>Estimated Final Delivery</b>	<b>Estimated SAT</b>
2	*****	*****	*****	*****
3	*****	*****	*****	*****
4	*****	*****	*****	*****

13.2.3 review scope and schedule changes relevant to Boat Set 2, 3 and 4 Requirements.

13.2.4 be included in the monthly meetings agenda at least 12 months prior to Boat Set 2 Requirement Contract date and each subsequent Boat Set.

13.2.5 be attended by the Authority and Contractor Project and Commercial representatives.

13.2.6 review documentation to include, but not be limited to:

- 13.2.6.1 Progress reports.
- 13.2.6.2 Contract/technical reports.
- 13.2.6.3 Change requests.

13.2.7 agree the price and pricing methodology.

13.2.8 require the agreement of both parties prior to the Authority exercising any of the options by formal Contract amendment.

13.3 The Review Point shall include, but not be limited to:

13.3.1 whether the Review Point is to agree pricing for one or more or combination of the Boat Set Requirements.

13.3.2 agreeing a revised schedule (if necessary) for further Boat Set Requirements.

13.3.3 the pricing mechanism and escalation to apply.

13.4 The venue of the Review Point shall be agreed by the Authority and Contractor representatives.

13.5 The output of the Review Point requires the agreement of both parties prior to the Authority exercising any of the options by formal Contract amendment.

## 14. COVID 19

14.1 The Parties recognise that the performance of this Contract/this Contract Amendment may be adversely affected by the COVID-19 pandemic.

14.2 If, despite the relevant Party taking reasonable steps to mitigate the adverse impact of such pandemic upon its performance of its obligations provided in this Contract/Contract Amendment, such performance is adversely affected, this must be fully evidenced in writing within 30 calendar days. For the avoidance of doubt, in the case of the Contractor this includes its sub-contractors.

14.3 The Parties shall then work together in good faith to consider how (if at all) any such adverse impact on the performance of the Contract is recognised in the Contract, using existing provisions where possible.

14.4 Any request for relief will be considered on a case by case basis in accordance with the above provisions. This provision shall apply for the period of the COVID Pandemic.

14.5 Nothing in this Condition shall in itself create a precedent or save to the extent that any relief is granted under its provisions, operate to waive or reduce either Party's obligations under or in connection with this Contract. To this extent the Authority reserves its right to terminate for non-performance following review.

14.6 This Condition and the Contractor's rights provided in this Condition constitute the Contractor's sole rights in relation to COVID-19 and in connection with this Contract and shall operate to the exclusion of any and all other rights and remedies it may otherwise have in connection with the same

**SCHEDULE ONE****Personal Data  
Particulars****DEFFORM 532**

Edn 10/19

This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

<b>Data Controller</b>	<p>The Data Controller is the Secretary of State for Defence (the Authority).</p> <p>The Personal Data will be provided by:</p> <p><b><i>Submarine Delivery Agency, Submarine Combat Systems.</i></b></p>
<b>Data Processor</b>	<p>The Data Processor is the Contractor.</p> <p>The Personal Data will be processed at:</p> <p><b>ATLAS ELEKTRONIK UK Limited Dorset Innovation Park ATLAS House Winfrith Newburgh Dorchester Dorset DT2 8ZB United Kingdom</b></p>
<b>Data Subjects</b>	<p>The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects:</p> <p><b>All those Individuals or Groups involved In the Delivery of this Contract Including but not limited to AEUK Ltd and its Sub Contractors and the Authority.</b></p>

<b>Categories of Data</b>	<p>The Personal Data to be processed under the Contract concern the following categories of data:</p> <p><b>Includes but is not limited to name, address, telephone number, Security Clearance.</b></p>
<b>Special Categories of data (if appropriate)</b>	<p>The Personal Data to be processed under the Contract concern the following Special Categories of data:</p> <p><b><i>This can be categorised as anything that reveals racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, sex life or sexual orientation or genetic or biometric data. This data is not considered to be relevant in this case.</i></b></p>
<b>Subject matter of the processing</b>	<p>The processing activities to be performed under the contract are as follows:</p> <p><b>For the purpose of personal Data only this will be processed and recorded as required to enable efficient delivery of the Contract.</b></p>
<b>Nature and the purposes of the Processing</b>	<p>The Personal Data to be processed under the Contract will be processed as follows:</p> <p><b>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether by automated means or not) etc. The purpose might include: employment processing, statutory</b></p>

	<b>obligation, recruitment assessment etc.</b>
<b>Technical and organisational measures</b>	<p>The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract:</p> <p><b>These will include but not be limited to the Cyber Risk Profile, Security Aspects Letter and DEFCON 532B.</b></p>
<b>Instructions for disposal of Personal Data</b>	<p>The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract):</p> <p><b>To be discussed and agreed with the Authority at such time as disposal is required.</b></p>
<b>Date from which Personal Data is to be processed</b>	<p>Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here:</p> <p><b>From Commencement of Contract</b></p>

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.

## **SCHEDULE TWO**

1. The Second Schedule referenced in the Contract Document is the Programme Schedule a standalone document \*\*\*\*\*

1.1. This document is referred to in;

1.1.1. Section 9 Pricing,

1.1.2. Section 13 Review Point Terms of Reference.

## Appendix - Addresses and Other Information

DEFFORM 111

(Edn 12/17)

**1. Commercial Officer**

Name: Andrew Craig, SDA-DSST-CommercialOff2  
 Address: #8102, Rowan 1a, MOD Abbey Wood, Bristol, BS34 8JH  
 Email: [andrew.craig116@mod.gov.uk](mailto:andrew.craig116@mod.gov.uk)  
 Tel. No.: 030 679 80310

**8. Public Accounting Authority**

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD  
 ☎ 44 (0) 161 233 5397  
 2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD  
 ☎ 44 (0) 161 233 5394

**2. Project Manager, Equipment Support Manager or PT Leader**  
(from whom technical information is available)

Name: John McCormick, SDA-CS-ECS-ProjMgr  
 Address #1101, Spruce 1A MOD Abbey Wood, Bristol BS34 8JH  
 Email: [johnmccormick111@mod.gov.uk](mailto:johnmccormick111@mod.gov.uk)  
 Tel. No.: 030 679 80310

**9. Consignment Instructions**

The items are to be consigned as follows:  
 These will be added as required.

**3. Packaging Design Authority**

Organisation & point of contact:  
 Refer to Box 2  
 (Where no address is shown please contact the Project Team in Box 2)

**10. Transport.** The appropriate Ministry of Defence Transport Offices are:

**A. DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH  
Air Freight Centre  
 IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943  
 EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943  
Surface Freight Centre  
 IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946  
 EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946  
**B. JSCS**  
 JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)  
 JSCS Fax No. 01869 256837  
[www.freightcollection.com](http://www.freightcollection.com)

**4. (a) Supply / Support Management Branch or Order Manager:**

Branch/Name: Refer to Box 2

Tel No:

**(b) U.I.N.****5. Drawings/Specifications are available from**

Refer to Box 2

**11. The Invoice Paying Authority**

Ministry of Defence ☎ 0151-242-2000  
 DBS Finance  
 Walker House, Exchange Flags Fax: 0151-242-2809  
 Liverpool, L2 3YL **Website is:**  
<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

**6. INTENTIONALLY BLANK****12. Forms and Documentation are available through \*:**

Ministry of Defence, Forms and Pubs Commodity Management  
 PO Box 2, Building C16, C Site  
 Lower Arcott  
 Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)  
**Applications via fax or email:** [DESLCSLS-OpsFormsandPubs@mod.uk](mailto:DESLCSLS-OpsFormsandPubs@mod.uk)

**7. Quality Assurance Representative:**

See Box 2

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

**AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

**\*NOTE**

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:  
<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>  
 2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.



OFFICIAL SENSITIVE COMMERCIAL

OFFICIAL SENSITIVE COMMERCIAL

**Tenderer's Commercially Sensitive Information Form  
(DEFFORM 539A)**

<b>Contract No:</b> FSM/068
<b>Description of Contractor's Commercially Sensitive Information:</b>  Price  Technical response
<b>Cross Reference(s) to location of sensitive information:</b>  • *****  Price at Section 2, 3 and 5 of the Commercial proposal *****  Liability at Section 5.1.1 of the Commercial proposal *****  Technical response within Technical proposal *****
<b>Explanation of Sensitivity:</b>  Pricing and technical response to requirement.
<b>Details of potential harm resulting from disclosure:</b>  Loss of business and competitive advantage.
<b>Period of Confidence (if applicable):</b>
<b>Contact Details for Transparency/Freedom of Information matters:</b>  Name: Kathy Lane  Position: Commercial Manager  Address: ATLAS ELEKTRONIK UK Limited  Dorset Innovation Park  Winfrith Newburgh  Dorset  DT2 8ZB  Telephone Number: 01305 21 2686  Email Address: kathy.lane@uk.atlas-elektronik.com

## **Any Other Relevant Documentation**

None identified.