

	Government timber procurement policy;
<b>Crown Use</b>	in relation to a patent means the doing of anything by virtue of Sections 55 to 57 of the Patents Act 1977 which otherwise would be an infringement of the patent and in relation to a Registered Design has the meaning given in paragraph 2A(6) of the First Schedule to the Registered Designs Act 1949;
<b>Dangerous Goods</b>	<p>means those substances, preparations and articles that are capable of posing a risk to health, safety, property or the environment which are prohibited by regulation, or classified and authorised only under the Conditions prescribed by the:</p> <ul style="list-style-type: none"> <li>a. Carriage of Dangerous Goods and Use of Transportable Pressure Equipment Regulations 2009 (CDG) (as amended 2011);</li> <li>b. European Agreement Concerning the International Carriage of Dangerous Goods by Road (ADR);</li> <li>c. Regulations Concerning the International Carriage of Dangerous Goods by Rail (RID);</li> <li>d. International Maritime Dangerous Goods (IMDG) Code;</li> <li>e. International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air;</li> <li>f. International Air Transport Association (IATA) Dangerous Goods Regulations.</li> </ul>
<b>DBS Finance</b>	means Defence Business Services Finance, at the address stated in Schedule 3 (Contract Data Sheet);
<b>DEFFORM</b>	means the MOD DEFFORM series which can be found at <a href="https://www.aof.mod.uk">https://www.aof.mod.uk</a> ;
<b>DEF STAN</b>	means Defence Standards which can be accessed at <a href="https://www.dstan.mod.uk">https://www.dstan.mod.uk</a> ;
<b>Deliver</b>	means hand over the Contractor Deliverables to the Consignee. This shall include unloading, and any other specific arrangements, agreed in accordance with Condition 28 and Delivered and Delivery shall be construed accordingly;
<b>Delivery Date</b>	means the date as specified in Schedule 2 (Schedule of Requirements) on which the Contractor Deliverables or the relevant portion of them are to be Delivered or made available for Collection;
<b>Denomination of Quantity (D of Q)</b>	means the quantity or measure by which an item of material is managed;
<b>Design Right(s)</b>	has the meaning ascribed to it by Section 213 of the Copyright, Designs and Patents Act 1988;

<b>Diversion Order</b>	means the Authority's written instruction (typically given by MOD Form 199) for urgent Delivery of specified quantities of Contractor Deliverables to a Consignee other than the Consignee stated in Schedule 3 (Contract Data Sheet);
<b>Effective Date of Contract</b>	means the date the Contractor signs the DEFFORM 10B Acceptance of Offer.
<b>Evidence</b>	means either: <ul style="list-style-type: none"> <li>a. an invoice or delivery note from the timber supplier or Subcontractor to the Contractor specifying that the product supplied to the Authority is FSC or PEFC certified; or</li> <li>b. other robust Evidence of sustainability or FLEGT licensed origin, as advised by CPET;</li> </ul>
<b>Firm Price</b>	means a price (excluding VAT) which is not subject to variation;
<b>FLEGT</b>	means the Forest Law Enforcement, Governance and Trade initiative by the European Union to use the power of timber-consuming countries to reduce the extent of illegal logging;
<b>Government Furnished Assets (GFA)</b>	is a generic term for any MOD asset such as equipment, information or resources issued or made available to the Contractor in connection with the Contract by or on behalf of the Authority;
<b>Hazardous Contractor Deliverable</b>	means a Contractor Deliverable or a component of a Contractor Deliverable that is itself a hazardous material or substance or that may in the course of its use, maintenance, disposal, or in the event of an accident, release one or more hazardous materials or substances and each material or substance that may be so released;
<b>Independent Verification</b>	means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to "ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent", and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to "ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent";
<b>Information</b>	means any Information in any written or other tangible form disclosed to one Party by or on behalf of the other Party under or in connection with the Contract;
<b>Issued Property</b>	means any item of Government Furnished Assets

(GFA), including any materiel issued or otherwise furnished to the Contractor in connection with the Contract by or on behalf of the Authority;

**Legal and Sustainable**

means production and process methods, also referred to as timber production standards, as defined by the document titled "UK Government Timber Production Policy: Definition of legal and sustainable for timber procurement". The edition current on the day the Contract documents are issued by the Authority shall apply;

**Legislation**

means in relation to the United Kingdom any Act of Parliament, any subordinate legislation within the meaning of section 21 of the Interpretation Act 1978, any exercise of Royal Prerogative or any enforceable community right within the meaning of Section 2 of the European Communities Act 1972;

**Military Level Packaging (MLP)**

means Packaging that provides enhanced protection in accordance with Def Stan 81-041 (Part 1), beyond that which Commercial Packaging normally provides for the military supply chain;

**Military Packager  
Approval Scheme (MPAS)**

is a MOD sponsored scheme to certify military Packaging designers and register organisations, as capable of producing acceptable Services Packaging Instruction Sheet (SPIS) designs in accordance with Defence Standard (Def Stan) 81-041 (Part 4);

**Military Packaging Level (MPL)**

shall have the meaning described in Def Stan 81-041 (Part 1);

**MPAS Registered Organisation**

is a packaging organisation having one or more MPAS Certificated Designers capable of Military Level designs. A company capable of both Military Level and commercial Packaging designs including MOD labelling requirements;

**MPAS Certificated Designer**

shall mean an experienced Packaging designer trained and certified to MPAS requirements;

**NATO**

means the North Atlantic Treaty Organisation which is an inter-governmental military alliance based on the North Atlantic Treaty which was signed on 4 April 1949;

**Notices**

shall mean all Notices, orders, or other forms of communication required to be given in writing under or in connection with the Contract;

**Overseas**

shall mean non UK or foreign;

**Packaging**

Verb. The operations involved in the preparation of materiel for; transportation, handling, storage and

	<p>Delivery to the user;</p> <p>Noun. The materials and components used for the preparation of the Contractor Deliverables for transportation and storage in accordance with the Contract;</p>
<b>Packaging Design Authority (PDA)</b>	<p>shall mean the organisation that is responsible for the original design of the Packaging except where transferred by agreement. The PDA shall be identified in the Contract, see Annex A to Schedule 3 (Appendix – Addresses and Other Information), Box 3;</p>
<b>Parties</b>	<p>means the Contractor and the Authority, and Party shall be construed accordingly;</p>
<b>Primary Packaging Quantity (PPQ)</b>	<p>means the quantity of an item of material to be contained in an individual package, which has been selected as being the most suitable for issue(s) to the ultimate user, as described in Def Stan 81-041 (Part 1);</p>
<b>Recycled Timber</b>	<p>means recovered wood that prior to being supplied to the Authority had an end use as a standalone object or as part of a structure. Recycled Timber covers:</p> <ul style="list-style-type: none"> <li>a. pre-consumer reclaimed wood and wood fibre and industrial by-products;</li> <li>b. post-consumer reclaimed wood and wood fibre, and driftwood;</li> <li>c. reclaimed timber abandoned or confiscated at least ten years previously;</li> </ul> <p>it excludes sawmill co-products;</p>
<b>Safety Data Sheet</b>	<p>has the meaning as defined in the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) Regulations 2007 (as amended);</p>
<b>Schedule of Requirements</b>	<p>means Schedule 2 (Schedule of Requirements), which identifies, either directly or by reference, Contractor Deliverables to be provided, the quantities and dates involved and the price or pricing terms in relation to each Contractor Deliverable;</p>
<b>Short-Rotation Coppice</b>	<p>means a specific management regime whereby the poles of trees are cut every one to two years and which is aimed at producing biomass for energy. It is exempt from the UK Government timber procurement policy. For avoidance of doubt, Short-Rotation Coppice is not conventional coppice, which is subject to the timber policy;</p>
<b>Specification</b>	<p>means the description of the Contractor Deliverables, including any specifications, drawings, samples and / or patterns, and shall include any document or item which, individually or collectively is referred to in Schedule 2 (Schedule of Requirements). The Specification forms part of the Contract and all Contractor Deliverables to be supplied by the Contractor under the Contract shall conform in all</p>

	respects with the Specification;
<b>STANAG4329</b>	means the publication NATO Standard Bar Code Symbolologies which can be sourced at <a href="https://www.dstan.mod.uk/faqs.html">https://www.dstan.mod.uk/faqs.html</a> ;
<b>Subcontractor</b>	means any subcontractor engaged by the Contractor or by any other subcontractor of the Contractor at any level of subcontracting 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 and 'Subcontract' shall be interpreted accordingly;
<b>Systematic Failure</b>	A Systematic Failure or Defect is a duplicated failure or malfunctioning (i) occurring, at least three (3) times during the applicable Article Warranty Period, on the same delivered Article or on several delivered units of the same Article, (ii) attributable to the Contractor, (iii) that prevents the concerned Article or units of the same Article to satisfy the technical requirements of the Contract set forth in Annex A, and (iv) leading to assume a latent defect of the concerned Article or units of the same Article.;
<b>Transparency Information</b>	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;
<b>Virgin Timber</b>	means Timber and Wood-Derived Products that do not include Recycled Timber.

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Schedule 2 - Schedule of Requirements - Contract No: 700797369

Procurement of Autonomous Underwater Vehicles (AUV) for the MHC Team

Item No.	Item Description	Delivery Date	Quantity Required	Item Firm Price (GBP) Ex VAT
1	Autonomous Underwater Vehicle (AUV) System 1		1	
2	AUV Launch and Recovery System (LARS) 1		1	
3	In Service Support – Three (3) Years (years 1–3)			
3a	ISS: all spares & hardware			
3b	ISS: training course delivery, labour costs of conducting maintenance and delivery of ISS service.			
4	Autonomous Underwater Vehicle (AUV) System set 2		1	
5	AUV Launch and Recovery System (LARS) 2		1	
6	Autonomous Underwater Vehicle (AUV) System set 3		1	
7	AUV Launch and Recovery System (LARS) 3		1	
Total Firm Price (GBP):				

Item No.	Item Description	Delivery Date	Item Firm Price (GBP) Ex VAT
Option 1	In Service Support – One (1) Year (year 4)	tbc	
Option 2	In Service Support – One (1) Year (year 5)	tbc	
Total Option Firm Price (GBP):			

Total Contract Firm Price: £ 33,044,024.16

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**Schedule 2 - Schedule of Requirements - Annex A – Firm Priced Spares List**  
**Firm Priced Spares List**

{REDACTED}

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Schedule 2 - Schedule of Requirements - Annex B – Milestone Payment Plan

Milestone Payment Plan

MS No	Milestone Description - Core	Milestone Obligation - Core	Milestone Description - Support	Milestone Obligation - Support	Invoice Date	Milestone Value (Inc. VAT where applicable)
1	Project Management Report	Submission to the Authority of the CA+1 month Project Management Report (includes stock AUV and SAS items)	-	-		
2	CA+3 Month ILS Documents	Submission to the Authority of the CA+3 months ILS Documents	-	-		
3	CA+ 6 Month ILS Documents	Submission to the Authority of the CA+6 months ILS Documents	-	-		
4	System 1 LARS FAT	Successful completion of the MHC AUV System 1 LARS FAT	-	-		
5	System 1 AUV FAT	Successful completion of the MHC AUV System 1 AUV FAT	-	-		
6	System 1 AUVs & System 1 LARs SAT	Successful completion of the MHC AUV System 1 SAT	-	-		
7	-	-	Q1 - Support Year 1	Support for quarter completed in alignment with agreed KPIs		
8	-	-	Q2 - Support Year 1	Support for quarter completed in alignment with agreed KPIs		
9	System 2 AUVs & System 2 LARs	Successful completion of the MHC AUV System 2 SAT	-	-		
10		-	Q3 - Support Year 1	Support for quarter completed in alignment with agreed KPIs		

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11	-	-	Q4 - Support Year 1	Support for quarter completed in alignment with agreed KPIs	████████	████████
12	System 3 AUVs & System 3 LARs	Successful completion of the MHC AUV System 3 SAT	-	-	████████	████████
13	-	-	Q1 - Support Year 2	Support for quarter completed in alignment with agreed KPIs	████████	████████
14	-	-	Q2 - Support Year 2	Support for quarter completed in alignment with agreed KPIs	████████	████████
15	-	-	Q3 - Support Year 2	Support for quarter completed in alignment with agreed KPIs	████████	████████
16	-	-	Q4 - Support Year 2	Support for quarter completed in alignment with agreed KPIs	████████	████████
17	-	-	Q1 - Support Year 3	Support for quarter completed in alignment with agreed KPIs	████████	████████
18	-	-	Q2 - Support Year 3	Support for quarter completed in alignment with agreed KPIs	████████	████████
19	-	-	Q3 - Support Year 3	Support for quarter completed in alignment with agreed KPIs	████████	████████
20	-	-	Q4 - Support Year 3	Support for quarter completed in alignment with agreed KPIs	████████	████████

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**Schedule 2 - Schedule of Requirements - Annex C – Statement of Work**

**Statement of Work (SoW)**

SoW provided as separate MS Excel Workbook

{REDACTED}

**Schedule 2 - Schedule of Requirements - Annex D – AUV ILS Product Descriptions**

**AUV ILS Product Descriptions**

The Contractor shall deliver all ILS activity in accordance with the terms of Contract 700797369 and as outlined in the following reference documents (attached separately):

{REDACTED}

**Schedule 2 - Schedule of Requirements - Annex E - Rates**

**Ad-Hoc Tasking and Contract Change Rates**

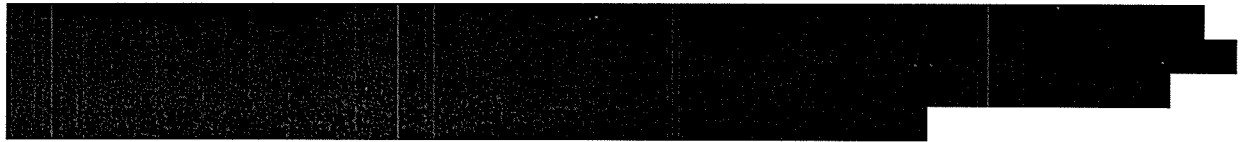
The following Rates shall be used for all Ad-Hoc Tasks and Contract Changes.

Day and hourly rates

{REDACTED}

Travel and Subsistence

{REDACTED}



## Schedule 3 - Contract Data Sheet

<b>General Conditions</b>
<p><b>Condition 2 – Duration of Contract:</b></p> <p>The Contract expiry date shall be upon the final delivery of all goods and services under the contract, notwithstanding any of the Options which may be exercised by the Authority in accordance with Condition 47.</p>
<p><b>Condition 4 – Governing Law:</b></p> <p>Contract to be governed and construed in accordance with: English Law</p> <p>Solicitors or other persons based in England and Wales (or Scotland if Scots Law applies) irrevocably appointed for Contractors without a place of business in England (or Scotland, if Scots Law applies) in accordance with clause 4.g (if applicable) are as follows: NOT APPLICABLE</p>
<p><b>Condition 7 – Authority’s Representatives:</b></p> <p>The Authority’s Representatives for the Contract are as follows:</p> <p>Commercial: [REDACTED] (as per DEFFORM 111)</p> <p>Project Manager: [REDACTED] (as per DEFFORM 111)</p>
<p><b>Condition 18 – Notices:</b></p> <p>Notices served under the Contract shall be sent to the following address:</p> <p>Authority: MHC Team, Ash 0C, #3016, Abbey Wood, Bristol BS34 8JH (as per DEFFORM 111)</p> <p>Contractor: [REDACTED], Atlas Elektronik UK Ltd, Dorset Innovation Park, Winfrith Newburgh, Dorchester, Dorset, DT2 8ZB</p> <p>Notices can be sent by electronic mail? Yes</p>
<p><b>Condition 19.a – Progress Meetings:</b></p> <p>The Contractor shall be required to attend the following meetings: As per SC2 Schedule 2 Annex C (SoW) Serial 5 of 'AUV SoW' tab</p>
<p><b>Condition 19.b – Progress Reports:</b></p> <p>The Contractor is required to submit the following Reports: As per SC2 Schedule 2 Annex C (SoW) Serial 5 of 'AUV SoW' tab</p> <p>Reports shall be provided via email in MS Word or MS Excel to Authority’s Project Manager. Where paper copies are required, they shall be delivered to: MHC Team, Ash 0C, #3016, Abbey Wood, Bristol BS34 8JH (as per DEFFORM 111).</p>

**Supply of Contractor Deliverables****Condition 20 – Quality Assurance:**

Is a Deliverable Quality Plan required for this Contract? Yes

The Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within one (1) month of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan.

Other Quality Assurance Requirements: see the SoW.

**Condition 21 – Marking of Contractor Deliverables:**

Special Marking requirements: see SoW

**Condition 23 - Supply of Data for Hazardous Contractor Deliverables, Materials and Substances:**

A completed Schedule 6 (Hazardous Contractor Deliverables, Materials or Substance Statement), and if applicable, Safety Data Sheet(s) are to be provided by e-mail with attachments in Adobe PDF or MS WORD format to:

- a) The Authority's Representative (Commercial)
- b) Defence Safety Authority – [DSA-DLSR-MovTpt-DGHSIS@mod.uk](mailto:DSA-DLSR-MovTpt-DGHSIS@mod.uk)

to be Delivered no later than one (1) month prior to the Delivery Date for the Contract Deliverable or by other such date as agreed between the Authority and the Contractor.

**Condition 24 – Timber and Wood-Derived Products:**

A completed Schedule 7 (Timber and Wood-Derived Products Supplied under the Contract: Data Requirements) is to be provided by e-mail with attachments in Adobe PDF or MS WORD format to the Authority's Representative (Commercial) within one (1) month of Contract Award.

**Condition 25 – Certificate of Conformity:**

Is a Certificate of Conformity required for this Contract? Yes

Applicable to Line Items: all

If required, does the Contractor Deliverables require traceability throughout the supply chain?  
Yes

Applicable to Line Items: all

**Condition 27.b – Delivery by the Contractor:**

The following Line Items are to be Delivered by the Contractor: all (as per SC2 Schedule 2 SoR)

Special Delivery Instructions [REDACTED]

Each consignment is to be accompanied by a DEFFORM 129J.

**Condition 27.c - Collection by the Authority: NOT APPLICABLE**

**Condition 29 – Rejection:**

The time limit for rejection of the Contractor Deliverables is sixty (60) days.

**Condition 31 – Self-to-Self Delivery:**

Self-to-Self Delivery required? No

If required, Delivery address applicable: NOT APPLICABLE

**Pricing and Payment**

**Condition 34 – Contract Price:**

All Schedule 2 line items shall be FIRM Priced.

**Termination**

**Condition 41 – Termination for Convenience:**

The Notice period for terminating the Contract shall be thirty (30) days.

**Other Addresses and Other Information** *(forms and publications addresses and official use information)*

See DEFFORM 111

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### Schedule 4 - Contract Change Control Procedure (in accordance with SC2 Condition 6)

**Contract No: 700797369**

#### Authority Changes

4.1. The Authority shall be entitled to propose any change to the Contract (a "Change") or (subject to Clause 4.2 below) Changes in accordance with this Schedule 4.

4.2. Nothing in this Schedule shall operate to prevent the Authority from specifying more than one Change in any single proposal, provided that such changes are related to the same or similar matter or matters.

#### Notice of Change

4.3. If the Authority wishes to propose a Change or Changes, it shall serve a written notice (an "Authority Notice of Change") on the Contractor.

4.4. The Authority Notice of Change shall set out the Change(s) proposed by the Authority in sufficient detail to enable the Contractor to provide a written proposal (a "Contractor Change Proposal") in accordance with clauses 7 to 9 (inclusive).

4.5. The Contractor may only refuse to implement a Change or Changes proposed by the Authority, if such change(s):

a. would, if implemented, require the Contractor to deliver any Contractor Deliverables under the Contract in a manner that infringes any applicable law relevant to such delivery; and/or

b. would, if implemented, cause any existing consent obtained by or on behalf of the Contractor in connection with their obligations under the Contract to be revoked (or would require a new necessary consent to be obtained to implement the Change(s) which, after using reasonable efforts, the Contractor has been unable to obtain or procure and reasonably believes it will be unable to obtain or procure using reasonable efforts); and/or

c. would, if implemented, materially change the nature and scope of the requirement (including its risk profile) under the Contract;  
and:

d. the Contractor notifies the Authority within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after the date of the Authority Notice of Change that the relevant proposed Change or Changes is/are a Change(s) falling within the scope of Clauses 4.5.a, 4.5.b and/or 4.5.c providing written evidence for the Contractor's reasoning on the matter; and

e. further to such notification:

(1) either the Authority notifies the Contractor in writing that the Authority agrees, or (where the Authority (acting reasonably) notifies the Contractor that the Authority disputes the Contractor's notice under Clause 4.5.d) it is determined in accordance with Condition 39 (Dispute Resolution), that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 4.5.a, 4.5.b and/or 4.5.c; and

(2) (where the Authority either agrees or it is so determined that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 4.5.a, 4.5.b and/or 4.5.c) the Authority fails to make sufficient adjustments to the relevant Authority Notice of Change (and issue a revised Authority Notice of Change) to remove the Contractor's grounds for refusing to implement the relevant Change under Clauses 4.5.a, 4.5.b and/or 4.5.c within 10 (ten) Business Days (or such longer period as shall have been agreed in writing by the parties) after:

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- i) the date on which the Authority notifies in writing the Contractor that the Authority agrees that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 4.5.a, 4.5.b and/or 4.5.c); or
- ii) the date of such determination.

4.6. The Contractor shall at all times act reasonably, and shall not seek to raise unreasonable objections, in respect of any such adjustment.

### **Contractor Change Proposal**

4.7. As soon as practicable, and in any event within:

a. (where the Contractor has not notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 4.5.a, 4.5.b and/or 4.5.c in accordance with Clause 4.5) fifteen (15) Business Days (or such other period as the Parties agree (acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contract shall have received the Authority Notice of Change; or

b. (where the Contractor has notified the Authority that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 4.5.a, 4.5.b and/or 4.5.c in accordance with Clause 4.5 and:

(1) the Authority has agreed with the Contractor's conclusion so notified or it is determined under Condition 40 (Dispute Resolution) that the relevant Change(s) is/are a Change(s) falling within the scope of Clauses 4.5.a, 4.5.b and/or 4.5.c and the Authority has made sufficient adjustments to the relevant Authority Notice of Change (and issued a revised Authority Notice of Change(s)) to remove the Contractor's grounds for refusing to implement the relevant Change(s) under Clauses 4.5.a, 4.5.b and/or 4.5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date on which the Contractor shall have received such revised Authority Notice of Change; or

(2) the Authority has disputed such conclusion and it has been determined in accordance with Condition 40 (Dispute Resolution) that the relevant Change(s) is/are not a Change(s) falling within the scope of Clauses 4.5.a, 4.5.b and/or 4.5.c) fifteen (15) Business Days (or such other period as the parties shall have agreed (both parties acting reasonably) having regard to the nature of the Change(s)) after the date of such determination, the Contractor shall deliver to the Authority a Contractor Change Proposal. For the avoidance of doubt, the Contractor shall not be obliged to deliver to the Authority a Contractor Change Proposal where the Contractor notifies the Authority, and the Authority agrees or it is determined further to such notification in accordance with Clause 4.5, that the relevant Change or Changes is/are a Change(s) falling within the scope of Clauses 4.5.a, 4.5.b and/or 4.5.c.

- 4.8. The Contractor Change Proposal shall comprise in respect of each and all Change(s) proposed:
- a. the effect of the Change(s) on the Contractor's obligations under the Contract;
  - b. a detailed breakdown of any costs which result from the Change(s);
  - c. the programme for implementing the Change(s);
  - d. any amendment required to this Contract as a result of the Change(s), including, where appropriate, to the Contract Price; and
  - e. such other information as the Authority may reasonably require.

4.9. The price for any Change(s) shall be based on the prices (including rates) already agreed for the Contract and shall include, without double recovery, only such charges that are fairly and properly attributable to the Change(s).

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### **Contractor Change Proposal – Process and Implementation**

4.10. As soon as practicable after the Authority receives a Contractor Change Proposal, the Authority shall:

- a. evaluate the Contractor Change Proposal; and
- b. where necessary, discuss with the Contractor any issues arising (and (in relation to a Change(s) proposed by the Authority) following such discussions the Authority may modify the Authority Notice of Change) and the Contractor shall as soon as practicable, and in any event not more than ten (10) Business Days (or such other period as the Parties shall have agreed in writing) after receipt of such modification, submit an amended Contractor Change Proposal.

4.11. As soon as practicable after the Authority has evaluated the Contractor Change Proposal (amended as necessary) the Authority shall:

- a. either indicate its acceptance of the Change Proposal by issuing an amendment to the Contract in accordance with Condition 6 (Formal Amendments to the Contract), whereupon the Contractor shall promptly issue to the Authority the Contractor's DEFFORM 10B indicating their unqualified acceptance of such amendment in accordance with, and otherwise discharge their obligations under, such Condition and implement the relevant Change(s) in accordance with such proposal; or
- b. serve Notice on the Contractor rejecting the Contractor Change Proposal and withdrawing (where issued in relation to a Change or Changes proposed by the Authority) the Authority Notice of Change (in which case such notice of change shall have no further effect).

4.12. If the Authority rejects the Contractor Change Proposal, it shall not be obliged to give its reasons for such rejection.

4.13. The Authority shall not be liable to the Contractor for any additional work undertaken or expense incurred in connection with the implementation of any Change(s), unless a Contractor Change Proposal has been accepted by the Authority in accordance with Clause 11.a and then subject only to the terms of the Contractor Change proposal so accepted.

### **Contractor Changes**

4.14. If the Contractor wishes to propose a Change or Change(s), they shall serve a Contractor Change Proposal on the Authority. Such proposal shall be prepared and reviewed in accordance with and otherwise be subject to the provisions of Clauses 4.8 to 4.13 (inclusive).

**Schedule 5 - Contractor's Commercial Sensitive Information Form (i.a.w. SC2 clause 12)****(DEFFORM 539A)**

Contract No: 700797369
<p>Description of Contractor's Commercially Sensitive Information:</p> <p>Pricing information:</p> <ul style="list-style-type: none"> <li>- DEFFORM 47 Annex A and the Commercial Proposal</li> </ul> <p>Technical Information</p> <ul style="list-style-type: none"> <li>- All technical information and drawings provided in response to the ITN.</li> </ul> <p>Commercial Information</p> <ul style="list-style-type: none"> <li>- Terms and Conditions Compliance Matrix</li> <li>- Proposed amendments to the Terms and Conditions</li> </ul>
<p>Cross Reference(s) to location of sensitive information:</p> <ul style="list-style-type: none"> <li>- DEFFORM 47 Annex A</li> <li>- The Commercial Proposal</li> <li>- 1.1.1 Key Technical Table 1</li> <li>- 1.1.2 Key Technical Supporting Evidence</li> <li>- 1.2.1 Secondary Table 2</li> <li>- 1.2.2 Secondary Supporting Evidence</li> <li>- 1.3.1 Draft Integrated Support Plan</li> <li>- 1.3.2 Draft In-Service Support Plan</li> <li>- 1.4.1 ISP Annex E Training and Training Equipment Element Plan</li> <li>- 1.5.1 Draft Project Management and Reporting Plan</li> <li>- 1.5.2 Draft Risk Management Plan</li> <li>- 1.5.3 Risk Register</li> <li>- 1.5.4 Project Management and Reporting Supporting Information</li> <li>- 1.6.1 Delivery to Schedule – Schedule of work</li> <li>- 1.6.2 Delivery to Schedule – Additional Information</li> <li>- Terms and Conditions Compliance Matrix Annex A of Schedule 2</li> <li>- AEUK Proposed amendments to the Terms and Conditions</li> </ul>
<p>Explanation of Sensitivity:</p> <p>The information listed above is considered to be Commercially Sensitive containing either:</p> <ul style="list-style-type: none"> <li>- commercial pricing information; and / or,</li> <li>- proprietary technical information containing AEUK's and subcontractors' intellectual property that if released could provide information to AEUK's competitors that could harm or cause damage to AEUK's interests.</li> </ul>
<p>Details of potential harm resulting from disclosure:</p> <p>Loss of business and / or loss of competitive advantage.</p> <p>Breach of 3rd party intellectual property</p>
<p>Period of Confidence (if applicable): From tender submission</p>

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Contact Details for Transparency / Freedom of Information matters:

Name: [REDACTED]  
Position: Commercial Manager  
Address: ATLAS ELEKTRONIK UK Limited  
Dorset Innovation Park, Winfrith Newburgh  
Dorchester, DT2 8ZB  
Telephone Number: [REDACTED]  
Email Address: [REDACTED]

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**Schedule 6 - Hazardous Contractor Deliverables, Materials or Substances Supplied under the Contract**

**Data Requirements for Contract No:** 700797369

**Hazardous Contractor Deliverables, Materials or Substances  
Statement by the Contractor**

Contract No: 700797369

Contract Title: Procurement of Autonomous Underwater Vehicles (AUVs) for the MHC Team

Contractor: Atlas Elektronik UK

Date of Contract: 11/03/2022

\* To the best of our knowledge there are no hazardous Contractor Deliverables, materials or substances to be supplied.

\* To the best of our knowledge the hazards associated with materials or substances to be supplied under the Contract are identified in the Safety Data Sheets (Qty: ) attached in accordance with Condition 24.

Contractor's Signature:

Name:

Job Title:

Date:

\* check box (TT) as appropriate

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To be completed by the Authority

Domestic Management Code (DMC):

NATO Stock Number:

Contact Name:

Contact Address:

Copy to be forwarded to:

Hazardous Stores Information System (HSIS)  
Defence Safety Authority (DSA)  
Movement Transport Safety Regulator (MTSR)  
Hazel Building Level 1, #H019  
MOD Abbey Wood (North)  
Bristol BS34 8QW

Emails to be sent to:

DESTECH-QSEPEnv-HSISMulti@mod.gov.uk

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**Schedule 7 - Timber and Wood- Derived Products Supplied under the Contract****Data Requirements for Contract No: 700797369**

The following information is provided in respect of Condition 24 (Timber and Wood-Derived Products):

<b>Schedule of Requirements item and timber product type</b>	<b>Volume of timber Delivered to the Authority with FSC, PEFC or equivalent evidence</b>	<b>Volume of timber Delivered to the Authority with other evidence</b>	<b>Volume (as Delivered to the Authority) of timber without evidence of compliance with Government Timber Procurement Policy</b>	<b>Total volume of timber Delivered to the Authority under the Contract</b>

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## Schedule 8 - Government Furnished Assets (GFA)

### Version Control

Version	Date	Change
1	25/10/2021	Initial

The following GFA Items shall be provided to the Contractor by the Authority for the duration of the contract.

The GFA shall at all times remain the property of the Authority; it shall be used in the provision of the Services under this Contract and for no other purpose, without the prior approval in writing of the Authority.

The Contractor shall be responsible for the management of all GFA in accordance with DEFCON 611 (Issued Property), SC2 Condition 27 (Delivery/Collection), DEFCON 694 (Accounting for Property of the Authority) and Defence Standard 05-99 (Managing Government Furnished Equipment in Industry).

At expiry or earlier termination of the Contract, in accordance with DEFCON 611, the Contractor shall provide to the Authority a list of all GFA holdings under the Contract. The Authority's Commercial Branch shall issue directions for the transfer, disposal or return to stores of all listed items, with which the Contractor shall comply.

GFX	Purpose	Date required	Duration
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]



GFX	Purpose	Date required	Duration
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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## Schedule 9 - Non-Core Ad-Hoc Tasking Process – Task Approval Form

### TASK APPROVAL FORM – PART A

**PROPOSAL** (To be completed by MOD Task Sponsor)

CONTRACT No.	TAF No.	ISSUE No.
700797369		
CONTRACTOR	TASK TITLE	

INTRODUCTION/BACKGROUND			
TECHNICAL REQUIREMENTS			
ADDITIONAL QUALITY REQUIREMENTS AND STANDARDS	PACKAGING/CONSIGNMENT		
	TIMESCALE/COMPLETION DATE		
	<i>Start Date:</i> <i>Finish Date:</i>		
Signed	Name	Post	Date

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## TASK APPROVAL FORM – PART B

**RESPONSE** (to be completed by Contractor)

<b>ENABLING CONTRACT No.</b>		<b>TAF No.</b>	<b>ISSUE No.</b>
700797369		0	0
<b>TASK TITLE</b>		<b>MOD TASK SPONSOR</b>	
0			
<b>Item</b>	<b>Description</b>	<b>FIRM Price (Ex VAT)</b>	
<b>TOTAL FIRM PRICE FOR THE TASK APPROVAL FORM</b> <i>(Materials + Labour + Subsistence + Travel)</i>			
TIMESCALE/COMPLETION DATE			
VALIDITY OF QUOTATION			
<b>OVERSEAS EXPENDITURE</b> (is to be detailed separately in accordance with Condition 32)			
<b>Signed for Company</b>	<b>Name</b>	<b>Position</b>	<b>Date</b>

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**TASK APPROVAL FORM – PART B1 BREAKDOWN**  
**(A SEPARATE PART B1 BREAKDOWN IS TO BE COMPLETED FOR EACH ITEM LISTED AT PART A)**

CONTRACT No.	TAF No.	ISSUE No.	ITEM No.
700797369	0	0	
<b>FIRM PRICE FOR PROPOSED TASK (including Overheads and Profit)</b>			
<b>MATERIALS + SUB-CONTRACTS</b>			
<b>SUMMARY OF MATERIALS REQUIRED</b>		<b>FIRM PRICE</b>	
<b>SUMMARY OF SUB-CONTRACT COSTS</b>			
<b>TOTAL MATERIAL + SUB-CONTRACT COSTS</b>		<b>£0.00</b>	
<b>LABOUR (Identify Travelling Time Separately)</b>			
GRADE OF STAFF (Please specify)	NUMBER OF MAN HOURS/DAYS	RATE	FIRM PRICE
Project Manager			£0.00
Labour			£0.00
			£0.00
			£0.00
			£0.00
<b>TOTAL LABOUR COSTS</b>		<b>£0.00</b>	
<b>SUBSISTENCE</b>			
ELEMENT (e.g. Overnight)	NUMBER OF PERSONNEL	RATE	FIRM PRICE
			£0.00
			£0.00
<b>TOTAL SUBSISTENCE COSTS</b>		<b>£0.00</b>	
<b>TRAVEL</b>			
ELEMENT	NUMBER OF MILES/FARES	RATE	FIRM PRICE
			£0.00
			£0.00
			£0.00
			£0.00
<b>TOTAL TRAVEL COSTS</b>		<b>£0.00</b>	
<b>TOTAL FIRM PRICE FOR THIS ITEM ON THE TASK APPROVAL FORM (Materials + Labour + Subsistence + Travel)</b>		<b>£0.00</b>	

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## TASK APPROVAL FORM – PART C

**MINISTRY APPROVALS**

ENABLING CONTRACT No.	TAF No.	ISSUE No.
700797369	0	0
TASK TITLE	MOD TASK SPONSOR	
0	0	

**TECHNICAL APPROVAL**

It is confirmed that the Man-hours and Materials quoted at Part B are considered to be commensurate with the requirement specified at Part A and therefore recommended for acceptance.

Signed	Name	Post	Date

**FINANCIAL APPROVAL**

It is confirmed that the requirement detailed in this TAF is financially approved and that funding as detailed below is available.

Stage Number	Vote	UIN	Value (ex VAT)
Total Value of Financial Approval			£0.00
Signed	Name	Post	Date

**COMMERCIAL APPROVAL**

FIRM Prices for all work under this TAF are hereby agreed as detailed below:

On satisfactory completion of the work your claim for payment should be submitted in accordance with Conditions 35 and 51

and on

Stage Number	Description	FIRM Price (ex VAT)	
Total FIRM Price for the Task		£0.00	
Signed	Name	Post	Date

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**Schedule 10 - Security Aspects Letter (SAL)**



**Ministry  
of Defence**

**Procurement of Autonomous Underwater Vehicles (AUV) For MHC**

**CONTRACT 700797369  
SECURITY ASPECTS LETTER**

Issue: 1.0

Date: 25<sup>th</sup> October 2021

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## Document Control

## Version History

Version	Date	Superseded Documents/Description/Details
Issue 1	25/10/2021	First issue.

## Summary of Changes

Section, Paragraph etc	Synopsis of Change	Change Request Form Reference

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Date of Issue: 25/10/2021

For the attention of:

AUV Tenderers

MHC

Ash 0c #3016  
MoD Abbey Wood  
Bristol BS34 8JH

**ITT/CONTRACT NUMBER & TITLE: 700797369 Procurement of Autonomous Underwater Vehicles (AUV) for MHC**

1. On behalf of the Secretary of State for Defence, I hereby give you notice of the information or assets connected with, or arising from, the referenced Contract that constitute classified material.
2. Aspects that constitute OFFICIAL-SENSITIVE for the purpose of DEFCON 660 are specified below. These aspects must be fully safeguarded. The enclosed Security Condition (Annex A to Schedule 10) outlines the minimum measures required to safeguard OFFICIAL-SENSITIVE assets and information.

ASPECTS	CLASSIFICATION
All aspects associated with the User/System Requirements Documents	Official Sensitive
Vehicle Mission Tasking	Official Sensitive
Mission Plans and Navigational Data	Official Sensitive
Raw data collected during mine hunting and route survey operations	Official Sensitive
Quick look analysis (not including processing data)	Official Sensitive
Performance records of the vehicles and associated systems	Official Sensitive
Details of security/threat mitigation procedures	Official Sensitive
Equipment and system design documentation (not including COTS)	Official Sensitive
CONOPs documents	Official Sensitive
Existence of the project	Official
COTS equipment and basic vehicle information	Official

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3. Your attention is drawn to the provisions of the Official Secrets Act 1911-1989 in general, and specifically to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989). In particular you should take all reasonable steps to make sure that all individuals employed on any work in connection with this Contract have notice of the above specified aspects and that the aforementioned statutory provisions apply to them and will continue to apply after completion or earlier termination of the contract

4. Will you please confirm that:

a. This definition of the classified aspects of the referenced Contract has been brought to the attention of the person directly responsible for security of classified material.

b. The definition is fully understood.

c. Measures can, and will, be taken to safeguard the classified aspects identified herein in accordance with applicable national laws and regulations. [The requirement and obligations set out above and in any contractual document can and will be met and that the classified information shall be protected in accordance with applicable national laws and regulations.]

d. All employees of the company who will have access to classified information have either signed the OSA Declaration Form in duplicate and one copy is retained by the Company Security Officer or have otherwise been informed that the provisions of the OSA apply to all classified information and assets associated with this contract.

5.If you have any difficulty either in interpreting this definition of the classified aspects or in safeguarding them, will you please let me know immediately.

6.Classified Information associated with this Contract must not be published or communicated to anyone without the approval of the MOD Contracting Authority.

7.Any access to classified information or assets on MOD premises that may be needed will be subject to MOD security regulations under the direction of the MOD Project Officer in accordance with DEFCON 76 SC2.

Yours faithfully

[Redacted Signature]

MHC Project Manager

*Copy via email to:*

[Redacted Email Address]

[Redacted Email Address]

[Redacted Email Address]

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**Schedule 10 Annex A - UK OFFICIAL AND UK OFFICIAL-SENSITIVE CONTRACTUAL SECURITY CONDITIONS**

**Purpose**

1. This document provides guidance for Contractors where classified material provided to or generated by the Contractor is graded UK OFFICIAL or UK OFFICIAL-SENSITIVE. Where the measures requested below cannot be achieved or are not fully understood, further advice should be sought from the UK Designated Security Authority (Email: [REDACTED]).

**Definitions**

2. The term "*Authority*" for the purposes of this Annex means the HMG Contracting Authority.
3. The term "*Classified Material*" for the purposes of this Annex means classified information and assets.

**Security Grading**

4. The SENSITIVE caveat is used to denote UK OFFICIAL material that is of a particular sensitivity and where there is a need to reinforce the 'need to know'. The Security Aspects Letter, issued by the Authority shall define the UK OFFICIAL-SENSITIVE material that is provided to the Contractor, or which is to be developed by it, under this Contract. The Contractor shall mark all UK OFFICIAL and UK OFFICIAL-SENSITIVE documents which it originates or copies during the Contract with the applicable security grading.

**Security Conditions**

5. The Contractor shall take all reasonable steps to adhere to the provisions specified in the Contract or listed in this Annex. The Contractor shall make sure that all individuals employed on any work in connection with the Contract have notice that these provisions apply to them and shall continue so to apply after the completion or earlier termination of the Contract. The Authority must state the data retention periods to allow the Contractor to produce a data management policy. If you are a Contractor located in the UK your attention is also drawn to the provisions of the Official Secrets Acts 1911 to 1989 in general, and to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989) in particular.

**Protection of UK OFFICIAL and UK OFFICIAL-SENSITIVE Classified Material**

6. The Contractor shall protect UK OFFICIAL and UK OFFICIAL-SENSITIVE material provided to or generated by it in accordance with the requirements detailed in this Security Condition and any other Conditions that may be specified by the Authority. The Contractor shall take all reasonable steps to prevent the loss or compromise of classified material whether accidentally or from deliberate or opportunist attack.

7. Once the Contract has been awarded, where Contractors are required to store or process UK MOD classified information electronically, they are required to register the IT system onto the Defence Assurance Risk Tool (DART). Details on the registration process can be found in the 'Industry Security Notices (ISN)' on Gov.UK website. ISNs 2017/01, 04 and 06, Defence Condition 658 and Defence Standard 05-138 details the DART registration, IT security accreditation processes, risk assessment/management and Cyber security requirements which can be found in the following links:

<https://www.gov.uk/government/publications/industry-security-notices-isns>.

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<http://dstan.gateway.isg-r.r.mil.uk/standards/defstans/05/138/000002000.pdf>  
<https://www.gov.uk/government/publications/defence-Condition-658-cyber-flow-down>

8. All UK classified material including documents, media and other assets must be physically secured to prevent unauthorised access. When not in use UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be handled with care to prevent loss or inappropriate access. As a minimum UK OFFICIAL-SENSITIVE material shall be stored under lock and key and shall be placed in a lockable room, cabinets, drawers or safe and the keys/combinations shall be subject to a level of control.

9. Disclosure of UK OFFICIAL and UK OFFICIAL-SENSITIVE material must be strictly controlled in accordance with the *"need to know"* principle. Except with the written consent of the Authority, the Contractor shall not disclose the Contract or any provision thereof to any person other than to a person directly employed by the Contractor or sub-Contractor.

10. Except with the consent in writing of the Authority the Contractor shall not make use of the Contract or any information issued or provided by or on behalf of the Authority otherwise than for the purpose of the Contract, and, same as provided for in paragraph 8 above, the Contractor shall not make use of any article or part thereof similar to the articles for any other purpose.

11. Subject to any intellectual property rights of third parties, nothing in this Security Condition shall restrict the Contractor from using any specifications, plans, drawings and other documents generated outside of this Contract.

12. Any samples, patterns, specifications, plans, drawings or any other documents issued by or on behalf of the Authority for the purposes of the Contract remain the property of the Authority and must be returned on completion of the Contract or, if directed by the Authority, destroyed in accordance with paragraph 34.

### **Access**

13. Access to UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be confined to those individuals who have a *"need-to-know"*, have been made aware of the requirement to protect the information and whose access is essential for the purpose of their duties.

14. The Contractor shall ensure that all individuals requiring access to UK OFFICIAL-SENSITIVE information have undergone basic recruitment checks. This should include establishing proof of identity; confirming that they satisfy all legal requirements for employment by the Contractor; and verification of their employment record. Criminal record checks should also be undertaken where permissible under national/local laws and regulations. This is in keeping with the core principles set out in the UK Government (HMG) Baseline Personnel Security Standard (BPSS) which can be found at:

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/714002/HMG\\_Baseline\\_Personnel\\_Security\\_Standard - May 2018.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/714002/HMG_Baseline_Personnel_Security_Standard_-_May_2018.pdf)

### **Hard Copy Distribution**

15. UK OFFICIAL and UK OFFICIAL-SENSITIVE documents may be distributed, both within and outside Contractor premises in such a way as to make sure that no unauthorised person has access. It may be sent by ordinary post in a single envelope. The words UK OFFICIAL or UK OFFICIAL-SENSITIVE must not appear on the envelope. The envelope must bear a stamp or marking that clearly indicates the full address of the office from which it was sent. Commercial Couriers may be used.

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16. Advice on the distribution of UK OFFICIAL-SENSITIVE documents abroad or any other general advice including the distribution of UK OFFICIAL-SENSITIVE shall be sought from the Authority.

### **Electronic Communication and Telephony and Facsimile Services**

17. UK OFFICIAL information may be emailed unencrypted over the internet. UK OFFICIAL-SENSITIVE information shall normally only be transmitted over the internet encrypted using either a National Cyber Security Centre (NCSC) Commercial Product Assurance (CPA) cryptographic product or a UK MOD approved cryptographic technique such as Transmission Layer Security (TLS). In the case of TLS both the sender and recipient organisations must have TLS enabled. Details of the required TLS implementation are available at:

<https://www.ncsc.gov.uk/guidance/tls-external-facing-services>

Details of the CPA scheme are available at:

<https://www.ncsc.gov.uk/scheme/commercial-product-assurance-cpa>

18. Exceptionally, in urgent cases UK OFFICIAL-SENSITIVE information may be emailed unencrypted over the internet where there is a strong business need to do so, but only with the prior approval of the Authority. However, it shall only be sent when it is known that the recipient has been made aware of and can comply with the requirements of these Security Conditions and subject to any explicit limitations that the Authority require. Such limitations including any regarding publication, further circulation or other handling instructions shall be clearly identified in the email sent with the material.

19. UK OFFICIAL information may be discussed on fixed and mobile telephones with persons located both within the country of the Contractor and overseas. UK OFFICIAL-SENSITIVE information may be discussed on fixed and mobile telephones only where there is a strong business need to do so and only with the prior approval of the Authority.

20. UK OFFICIAL information may be faxed to recipients located both within the country of the Contractor and overseas, however UK OFFICIAL-SENSITIVE information may be transmitted only where there is a strong business case to do so and only with the prior approval of the Authority.

### **Use of Information Systems**

21. The detailed functions that must be provided by an IT system to satisfy the minimum requirements cannot all be described here in specific detail; it is for the implementers to identify possible means of attack and ensure proportionate security mitigations are applied to prevent a successful attack.

22. The Contractor should ensure **10 Steps to Cyber Security** (Link below) is applied in a proportionate manner for each IT and communications system storing, processing or generating UK OFFICIAL or UK OFFICIAL-SENSITIVE information. The Contractor should ensure competent personnel apply 10 Steps to Cyber Security.

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>.

23. As a general rule, any communication path between an unauthorised user and the data can be used to carry out an attack on the system or be used to compromise or ex-filtrate data.

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24. Within the framework of the 10 Steps to Cyber Security, the following describes the minimum security requirements for processing and accessing UK OFFICIAL-SENSITIVE information on IT systems.

a. Access. Physical access to all hardware elements of the IT system is to be strictly controlled. The principle of "*least privilege*" will be applied to System Administrators. Users of the IT System (Administrators) should not conduct 'standard' User functions using their privileged accounts.

b. Identification and Authentication (ID&A). All systems are to have the following functionality:

- (1). Up-to-date lists of authorised users.
- (2). Positive identification of all users at the start of each processing session.

c. Passwords. Passwords are part of most ID&A security measures. Passwords are to be "*strong*" using an appropriate method to achieve this, e.g. including numeric and "*special*" characters (if permitted by the system) as well as alphabetic characters.

d. Internal Access Control. All systems are to have internal Access Controls to prevent unauthorised users from accessing or modifying the data.

e. Data Transmission. Unless the Authority authorises otherwise, UK OFFICIAL-SENSITIVE information may only be transmitted or accessed electronically (e.g. point to point computer links) via a public network like the Internet, using a CPA product or equivalent as described in paragraph 16 above.

f. Security Accounting and Audit. Security relevant events fall into two categories, namely legitimate events and violations.

(1). The following events shall always be recorded:

- (a) All log on attempts whether successful or failed,
- (b) Log off (including time out where applicable),
- (c) The creation, deletion or alteration of access rights and privileges,
- (d) The creation, deletion or alteration of passwords.

(2). For each of the events listed above, the following information is to be recorded:

- (a) Type of event,
- (b) User ID,
- (c) Date & Time,
- (d) Device ID.

The accounting records are to have a facility to provide the System Manager with a hard copy of all or selected activity. There also must be a facility for the records to be printed in an easily readable form. All security records are to be inaccessible to users without a need to know. If the operating system is unable to provide this then the equipment must be protected by physical means when not in use i.e. locked away or the hard drive removed and locked away.

g. Integrity & Availability. The following supporting measures are to be implemented:

- (1). Provide general protection against normally foreseeable accidents/mishaps and known recurrent problems (e.g. viruses and power supply variations),

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- (2). Defined Business Contingency Plan,
- (3). Data backup with local storage,
- (4). Anti-Virus Software (Implementation, with updates, of an acceptable industry standard Anti-virus software),
- (5). Operating systems, applications and firmware should be supported,
- (6). Patching of Operating Systems and Applications used are to be in line with the manufacturers recommended schedule. If patches cannot be applied an understanding of the resulting risk will be documented.

h. Logon Banners. Wherever possible, a “Logon Banner” will be provided to summarise the requirements for access to a system which may be needed to institute legal action in case of any breach occurring. A suggested format for the text (depending on national legal requirements) could be:

*“Unauthorised access to this computer system may constitute a criminal offence”*

i. Unattended Terminals. Users are to be automatically logged off the system if their terminals have been inactive for some predetermined period of time, or systems must activate a password protected screen saver after 15 minutes of inactivity, to prevent an attacker making use of an unattended terminal.

j. Internet Connections. Computer systems must not be connected direct to the Internet or “un-trusted” systems unless protected by a firewall (a software based personal firewall is the minimum but risk assessment and management must be used to identify whether this is sufficient).

k. Disposal. Before IT storage media (e.g. disks) are disposed of, an erasure product must be used to overwrite the data. This is a more thorough process than deletion of files, which does not remove the data.

### Laptops

25. Laptops holding any UK OFFICIAL-SENSITIVE information shall be encrypted using a CPA product or equivalent as described in paragraph 16 above.

26. Unencrypted laptops and drives containing personal data are not to be taken outside of secure sites<sup>1</sup>. For the avoidance of doubt the term “drives” includes all removable, recordable media e.g. memory sticks, compact flash, recordable optical media (CDs and DVDs), floppy discs and external hard drives.

27. Any token, touch memory device or password(s) associated with the encryption package is to be kept separate from the machine whenever the machine is not in use, left unattended or in transit.

28. Portable CIS devices holding the Authorities’ data are not to be left unattended in any public location. They are not to be left unattended in any motor vehicles either in view or in the boot or luggage compartment at any time. When the vehicle is being driven the CIS is to be secured out of sight in the glove compartment, boot or luggage compartment as appropriate to deter opportunist theft.

### Loss and Incident Reporting

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<sup>1</sup> Secure Sites are defined as either Government premises or a secured office on the contractor premises.

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29. The Contractor shall immediately report any loss or otherwise compromise of any OFFICIAL or OFFICIAL-SENSITIVE material to the Authority. In addition any loss or otherwise compromise of any UK MOD owned, processed or UK MOD Contractor generated UK OFFICIAL or UK OFFICIAL-SENSITIVE material is to be immediately reported to the UK MOD Defence Industry Warning, Advice and Reporting Point (WARP), within the Joint Security Co-ordination Centre (JSyCC) below. This will assist the JSyCC in formulating a formal information security reporting process and the management of any associated risks, impact analysis and upward reporting to the UK MOD's Chief Information Officer (CIO) and, as appropriate, the Contractor concerned. The UK MOD WARP will also advise the Contractor what further action is required to be undertaken.

### **JSyCC WARP Contact Details**

**Email:** [REDACTED] (OFFICIAL with no NTK restrictions)

**RLI Email:** [REDACTED] (MULTIUSER)

**Telephone (Office hours):** [REDACTED]

**JSyCC Out of hours Duty Officer:** [REDACTED]

**Mail:** JSyCC Defence Industry WARP

X007 Bazalgette Pavilion,

RAF Wyton, HUNTINGDON, Cambridgeshire, PE28 2EA.

30. Reporting instructions for any security incidents involving MOD classified material can be found in Industry Security Notice 2017/03 as may be subsequently updated at:

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/651683/ISN\\_2017-03 - Reporting of Security Incidents.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/651683/ISN_2017-03_-_Reporting_of_Security_Incidents.pdf)

### **Sub-Contracts**

31. Where the Contractor wishes to sub-contract any elements of a Contract to sub-Contractors within its own country or to Contractors located in the UK such sub-contracts will be notified to the Contracting Authority. The Contractor shall ensure that these Security Conditions are incorporated within the sub-contract document.

32. The prior approval of the Authority shall be obtained should the Contractor wish to sub-contract any UK OFFICIAL-SENSITIVE elements of the Contract to a sub-Contractor facility located in another (third party) country. The first page of Appendix 5 (MOD Form 1686 (F1686) of the GovS 007 Security Contractual Process chapter is to be used for seeking such approval. The MOD Form 1686 can be found at Appendix 5 at:

[https://www.gov.uk/government/uploads/system/uploads/attachment\\_data/file/710891/2018\\_May\\_Contractual\\_process.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/710891/2018_May_Contractual_process.pdf)

33. If the sub-contract is approved, the Contractor will flow down the Security Conditions in line with paragraph 30 above to the sub-Contractor. Contractors located overseas may seek further advice and/or assistance from the Authority with regards the completion of F1686.

### **Publicity Material**

34. Contractors wishing to release any publicity material or display assets that arises from a Contract to which these Security Conditions apply must seek the prior approval of the Authority. Publicity material includes open publication in the Contractor's publicity literature or website or through the media; displays at exhibitions in any country; lectures or symposia; scientific or technical papers, or any other occasion where members of the general public may have access to the information even if organised or sponsored by the UK Government

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### **Physical Destruction**

35. As soon as no longer required, UK OFFICIAL and UK OFFICIAL-SENSITIVE material shall be destroyed in such a way as to make reconstitution very difficult or impossible, for example, by burning, shredding or tearing into small pieces. Advice shall be sought from the Authority when information/material cannot be destroyed or, unless already authorised by the Authority, when its retention is considered by the Contractor to be necessary or desirable. Unwanted UK OFFICIAL-SENSITIVE information/material which cannot be destroyed in such a way shall be returned to the Authority.

### **Interpretation/Guidance**

36. Advice regarding the interpretation of the above requirements should be sought from the Authority.

37. Further requirements, advice and guidance for the protection of UK classified information at the level of UK OFFICIAL-SENSITIVE may be found in Industry Security Notices at:

<https://www.gov.uk/government/publications/industry-security-notices-isns>

### **Audit**

38. Where considered necessary by the Authority the Contractor shall provide evidence of compliance with this Security Condition and/or permit the inspection of the Contractors processes and facilities by representatives of the Contractors' National/Designated Security Authorities or the Authority to ensure compliance with these requirements.



## **Schedule 11 - Key Performance Indicators**

11.1 Performance Indicators (PIs) ensure that the Contractor's Support Solution provides satisfactory delivery of equipment support services throughout the duration of the Contract.

11.1.1 The achievement of PIs will provide the Authority with assurance that the Support Solutions are running smoothly.

11.1.2 The achievement of Key Performance Indicators (KPIs) shall be linked to an agreed level of service charge retention.

11.1.3 In line with the Authority's Transparency Agenda, three (3) KPIs and the Contractors performance under these KPIs shall be shared with other UK Government Departments, and publicly published on a quarterly basis on GOV.UK. The Authority proposes that KPIs 2, 4 and 5 are the selected KPIs to be published.

11.2 The monitoring, measuring and reporting of KPIs and PIs will commence from the beginning of the In-Service Support period aligned to the first Equipment Delivery Date (EDD), and will continue for the duration of the Contract or until the end of the In-Service Support period.

11.3 The Contractor shall report against KPIs and PIs, in line with the SoW, as follows.

11.3.1 KPI 1 – Procurement Lead Time adherence to plan

11.3.2 KPI 2 – Scheduled maintenance time adherence to plan

11.3.3 KPI 3 – Unscheduled maintenance (repair) time adherence to plan

11.3.4 KPI 4 – Technical support request resolution time adherence

11.3.5 KPI 5 – Defective item minimisation

11.3.6 PI 6 – No Fault Found rate

11.4 Details, including required performance levels and proposed retention rates, can be found in the SoW.

11.5 Agreement of assumptions. There are a number of assumptions that must be stated by the Contractor in their proposal in order to measure PIs. These are as follows:

11.5.1 KPI 1 – Procurement Lead Times

11.5.2 KPI 2 – Scheduled maintenance times, specified for each maintenance activity period

11.5.3 KPI 3 – Unscheduled maintenance (repair) turnaround times, per each repairable module/Line Replaceable Unit (LRU).

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**Schedule 12 – Contract Deliverable Requirements List (CDRL)**

AUV ILS CDRL		
Ref	Item	Required date
1	List of long lead time items (LLTI)	Contract Award (CA) + 1 months
2	Integrated Support Plan (ISP) As per PID: AUV ILS 001  First issue post contract award, where necessary	CA + 3 months
3	ILS Element Plans (multiple) As per PID: AUV ILS 002  First issues post contract award	CA +3 months
4	In Service Support Plan As per PID: AUV ILS 003  First issue post contract award	CA +3 Months
5	Supportability Case Reports (SCR) in accordance with ISP  First issue post contract award	CA +3 months
6	Maintainer Manuals  First Draft	CA + 3 Months
7	Operator Manuals  First Draft	CA + 3 Months
8	Registers  First Draft	CA + 3 Months
9	Training Documentation  First draft	CA + 3 Months
10	Monthly Equipment Support and ILS progress report	Monthly from CA +3 Months
11	Obsolescence Management Database	CA + 6 months
12	All spares, test equipment and tooling to be codified	CA +6 months
13	Logistics Information Repository (LIR)	CA + 6 months  Updated 'as live' within 1 week of event occurrence
14	Logistics Demonstration	Equipment Delivery Date (EDD) -(minus) 1 month

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15	Training Courses	Initial course to be completed by Log Demo. Other first wave courses to be delivered by EDD -(minus) 1 month  Second wave of courses to be delivered at date to be agreed
16	Training Documentation First issue	First training course -(minus) 1 month
17	Maintainer Manuals First Issue	Logistics Demonstration
18	Operator Manuals First Issue	Logistics Demonstration
19	Spares Delivered	Logistics Demonstration
20	Registers First Issue	EDD
21	Configuration baseline	EDD
22	Maintenance baseline	EDD

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## Schedule 13 – Background IPR

The Contractor Deliverables are subject to intellectual property rights (IPR) that have been funded by private venture investment, '**Background IPR**'. This includes the products and imbedded software of the Contractor Deliverables listed below. DEFCON 91 shall not apply to the Background IPR software in the Contractor Deliverables listed below.

[illegible][illegible]

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[REDACTED]		
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]		
[REDACTED] [REDACTED]	[REDACTED]	[REDACTED]

[illegible][illegible]

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[illegible]

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## Ministry of Defence

**CONTRACT DATA REQUIREMENT**

1. <u>Contract Number</u>  700797369	2. <u>CDR Number</u>  CDR_002	3. <u>Data Category</u>  Operation	4. <u>Contract Delivery Date</u>  [REDACTED] [REDACTED] [REDACTED]
5. <u>Equipment/Equipment Subsystem Description</u>  <b>Autonomous Underwater Vehicles (AUVs)</b>  <i>(Schedule 2 – Schedule of Requirements Item nos: 1, 4 and 6.)</i>  <b>AUV Launch &amp; Recovery Systems (LARS)</b>  <i>(Schedule 2 – Schedule of Requirements Item nos: 2, 5 and 7.)</i>		6. <u>General Description of Data Deliverable</u>  All documents and information required to enable the safe and effective operation of the AUVs and LARS.	
7. <u>Purpose for which data is required</u>  Safe and effective operation of the AUVs and LARS equipment by or for the Services		8. <u>Intellectual Property Rights</u>  a. <u>Applicable DEFCONs</u>  DEFCON 16 (Edn 06/21)  b. <u>Special IP Conditions</u>	
9. <u>Update/Further Submission Requirements</u>          			
10. <u>Medium of Delivery</u>  TBC		11. <u>Number of Copies</u>  TBC	



**DEFFORM 111**

**Appendix - Addresses and Other Information**

**1. Commercial Officers:**

**Commercial Officer**

Name: [REDACTED]

Address: MHC Commercial, Ash 0C, Abbey Wood, Bristol, BS34 8JH

Email: [REDACTED]

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

Name: [REDACTED]

Address MHC Team, Ash 0c, Abbey Wood, Bristol, BS34 8JH

Email: [REDACTED]

**3. Packaging Design Authority** Organisation & point of contact – see Project Manager at Box 2 above.

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

**Branch/Name:**

(b) U.I.N. P0070A

**5. Drawings/Specifications are available from** N/A

**6. Intentionally Blank**

**7. Quality Assurance Representative: - see Project Manager at Box 2 above.**

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

**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

**9. Consignment Instructions** The items are to be consigned as follows: see SoW or contact the Project Manager at Box 2 above for further detail.

**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

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### 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

Users requiring an account to use the MOD Freight Collection Service should contact [DESWATERGUARD-ICS-Support@mod.gov.uk](mailto:DESWATERGUARD-ICS-Support@mod.gov.uk) in the first instance.

### **11. The Invoice Paying Authority**

Ministry of Defence, DBS Finance, Walker House, Exchange Flags Liverpool, L2 3YL

0151-242-2000 Fax: 0151-242-2809

**Website is:** <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

### **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:** [Leidos-FormsPublications@teamleidos.mod.uk](mailto:Leidos-FormsPublications@teamleidos.mod.uk)

### **\* 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 Officers named in Section 1.**

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