Navy Commercial Team

Contract No: FLEET/00290

For: Spearfish Close Proximity Attack Modelling

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

Team Name and address:
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BLDG 1/080 PP73A
HMNB PORTSMOUTH
HANTS
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Email Address: defcomrclcc-navy15@mod.uk
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And

Contractor Name and Address

Atlas Elektronik UK Limited
Dorset Green Technology Park
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DT2 8XJ

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Telephone Number: 01305212273
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GENERAL CONDITIONS

DEFCON501 (Edn.06/14) - Definitions and Interpretations

DEFCON503 (Edn.06/14) - Formal Amendments To Contract

DEFCON515 (Edn.10/04) - Bankruptcy and Insolvency

DEFCON516 (Edn.04/12) - Equality

DEFCON518 (Edn.11/12) - Transfer

DEFCON520 (Edn.07/11) - Corrupt Gifts and Payments of Commission

DEFCON521 (Edn.04/12) - Sub-Contracting to Supported Businesses

DEFCON526 (Edn.08/02) - Notices

DEFCON527 (Edn.09/97) - Waiver

DEFCON528 (Edn.05/12) - Overseas Expenditure, Import and Export Licences

The Contractor's attention is drawn to clause 1 of DEFCON 528 requiring notification of overseas expenditure. In this connection, the Contractor shall, within one month of acceptance of the Contract, notify the Contracts Branch of details of any overseas sub-contract or order he has placed, or intends to place, in aid of the contract. Details to be provided are: Contract No; Country in which sub-contract placed/to be placed; Name, Division and full postal address of sub-contractor; Value of sub-contract as applicable to main contract; Date placed/to be placed. If no overseas orders are to be placed, the Contractor shall advise the Contracts Branch to this effect in the same timescale

DEFCON528App (Edn.) - Appendix to DEFCON 528 – Overseas Expenditure, Import and Export Licences

DEFCON529 (Edn.09/97) - Law (English)

DEFCON530 (Edn.07/04) - Dispute Resolution (English Law)

DEFCON531 (Edn.05/05) - Disclosure of Information

DEFCON532A (Edn.06/10) - Protection Of Personal Data (Where Personal Data is not being processed on behalf of the Authority)

DEFCON537 (Edn.06/02) - Rights of Third Parties

DEFCON538 (Edn.06/02) - Severability

DEFCON539 (Edn.08/13) - Transparency

DEFCON566 (Edn.09/13) - Change of Control of Contractor

DEFCON620 (Edn.06/14) - Contract Change Control Procedure

Compliance with the Electronic Transactions Agreement

The Authority and the Contractor shall comply with the Electronic Transactions Agreement comprised in the completed DEFFORM 30. The meaning of Purchase Order and Order Acknowledgement messages shall be as defined in the Contract and the terms and conditions of the Contract shall take precedence in all circumstances.

Security Measures

Definition

1. In this Condition:

a) ‘Secret Matter’ means any matter connected with the Contract, or its performance which is designated by the Authority in the security aspects letter annexed to the Contract or otherwise in writing as "Top Secret" or "Secret", and shall include any information concerning the content of such matter and anything which contains or may reveal that matter;

b) ‘Employee’ shall include any person who is an employee or director of the Contractor or who occupies the position of a director of the Contractor, by whatever title given.

The Official Secrets Acts

2. The Contractor shall:

a) take all reasonable steps to ensure that all Employees engaged on any work in connection with the Contract have notice that the Official Secrets Acts 1911-1989 apply to them and will continue so to apply after the completion or termination of the Contract; and

b) if directed by the Authority, ensure that any Employee shall sign a statement acknowledging that, both during the term of the Contract and after its completion or termination, they are bound by the Official Secrets Acts 1911-1989 (and where applicable any other legislation).

Security Measures

3. Unless they have the written authorisation of the Authority to do otherwise, neither the Contractor nor any of their Employees shall, either before or after the completion or termination of the Contract, do or permit to be done anything which they know or ought reasonably to know may result in Secret Matter being disclosed to or acquired by a person in any of the following categories:

a) who is not a British citizen;

b) who does not hold the appropriate authority for access to the protected matter;

c) in respect of whom the Authority has notified the Contractor in writing that the Secret Matter shall not be disclosed to or acquired by that person;

d) who is not an Employee of the Contractor;

e) who is an Employee of the Contractor and has no need to know the information for the proper performance of the Contract.

4. Unless they have the written authorisation of the Authority to do otherwise, the Contractor and their Employees shall, both before and after the completion or termination of the Contract, take all reasonable steps to ensure that:

a) no photograph of, or pertaining to, any Secret Matter shall be taken and no copy of or extract from any Secret Matter shall be made except to the extent necessary for the proper performance of the Contract;

b) any Secret Matter is at all times strictly safeguarded in accordance with the Security Policy Framework (as amended from time to time) and upon request is delivered up to the Authority who shall be entitled to retain it.

A decision of the Authority on the question of whether the Contractor has taken or is taking reasonable steps as required by this Clause, shall be final and conclusive.

5. The Contractor shall:

a. provide to the Authority:

(i) upon request, such records giving particulars of those Employees who have had at any time, access to any Secret Matter that is required to be kept in accordance with Sub-clause 4.b.);

(ii) upon request, such information as the Authority may from time to time require so as to be satisfied that the Contractor and their Employees are complying with their obligations under this Condition, including the measures taken or proposed by the Contractor so as to comply with their obligations and to prevent any breach of them;

(iii) full particulars of any failure by the Contractor and their Employees to comply with any obligations relating to Secret Matter arising under this Condition immediately upon such failure becoming apparent;

b) ensure that, for the purpose of checking the Contractor's compliance with the obligation in Sub-clause 4.b.), a representative of the Authority shall be entitled at any time to enter and inspect any premises used by the Contractor which are in any way connected with the Contract and inspect any document or thing in any such premises, which is being used or made for the purposes of the Contract. Such representative shall be entitled to all such information as they may reasonably require.

6. If at any time either before or after the completion or termination of the Contract, the Contractor or any of their Employees discovers or suspects that an unauthorised person is seeking or has sought to obtain information directly or indirectly concerning any Secret Matter, the Contractor shall forthwith inform the Authority of the matter with full particulars thereof.

Subcontracts

7. If the Contractor proposes to make a sub-contract which will involve the disclosure of Secret Matter to the sub-contractor, the Contractor shall:

a. submit for approval of the Authority the name of the proposed sub-contractor, a statement of the work to be carried out and any other details known to the Contractor which the Authority shall reasonably require;

b. incorporate into the sub-contract the terms of the Appendix to this condition and such secrecy and security obligations as the Authority shall direct. In the appendix "Agreement"

shall mean the "Sub-Contract", "First Party" shall mean the "Contractor" and "Second Party" shall mean the "Sub-Contractor";

c. inform the Authority immediately they become aware of any breach by the sub-contractor of any secrecy or security obligation and, if requested to do so by the Authority, terminate the sub-contract.

Termination

8. The Authority shall be entitled to terminate the Contract immediately if:

a. the Contractor is in breach of any obligation under this Condition; or

b. the Contractor is in breach of any secrecy or security obligation imposed by any other contract with the Crown;

where the Authority considers the circumstances of the breach jeopardise the secrecy or security of the Secret Matter.

APPENDIX to Security Measures
Security Measures - Provisions To Be Included In Relevant Sub-Contracts

Definition

1. In this Condition:-

a. ‘Secret Matter’ means any matter connected with the Agreement, or its performance which the First Party informs the Second Party in writing has been designated by the Authority as "TOP SECRET" or "SECRET" and shall include any information concerning the content of such matter and anything which contains or may reveal that matter;

b. ‘Employee’ shall include any person who is an employee or director of the Second Party or who occupies the position of a director of the Second Party, by whatever title given.

c. The ‘Authority’ means the Secretary of State for Defence.
The Official Secrets Acts

2. The Second Party shall:

a. Take all reasonable steps to ensure that all Employees engaged on any work in connection with the Agreement have notice that the Official Secrets Acts 1911-1989 apply to them and will continue so to apply after the completion or termination of the Agreement; and

b. If directed by the First Party or the Authority, ensure that any Employee shall sign a statement acknowledging that, both during the term of the Agreement and after its completion or termination, they are bound by the Official Secrets Acts 1911-1989 (and where applicable any other legislation).

Security Measures

3. Unless they have the written authorisation of the Authority to do otherwise, neither the Second Party nor any of their Employees shall, either before or after the completion or termination of the Agreement, do or permit to be done anything which they know or ought reasonably to know may result in Secret Matter being disclosed to or acquired by a person in any of the following categories:

a. who is not a British citizen;

b. who does not hold the appropriate authority for access to the protected matter;

c. in respect of whom the Authority has notified the Second Party in writing that the Secret Matter shall not be disclosed to or acquired by that person;

d. who is not an Employee of the Second Party;

e. who is an Employee of the Second Party and has no need to know the information for the proper performance of the Agreement.

4. Unless they have the written permission of the Authority to do otherwise, the Second Party and their Employees shall, both before and after the completion or termination of the Agreement, take all reasonable steps to ensure that:

a. no photograph of, or pertaining to, any Secret Matter shall be taken and no copy of or extract from any Secret Matter shall be made except to the extent necessary for the proper performance of the Agreement;

b. any Secret Matter is at all times strictly safeguarded in accordance with the Security Policy Framework (as amended from time to time) and upon request is delivered up to the Authority who shall be entitled to retain it.

A decision of the Authority on the question of whether the Second Party has taken or is taking reasonable steps as required by this Clause, shall be final and conclusive.

5. The Second Party shall:

a. provide to the Authority:

(i) upon request, such records giving particulars of those Employees who have had at any time, access to any Secret Matter that is required to be kept in accordance with Sub-clause 4.b).;

(ii) upon request, such information as the Authority may from time to time require so as to be satisfied that the Second Party and their Employees are complying with their obligations under this Condition, including the measures taken or proposed by the Second Party so as to comply with their obligations and to prevent any breach of them;

(iii) full particulars of any failure by the Second Party and their Employees to comply with any obligations relating to Secret Matter arising under this Condition immediately upon such failure becoming apparent;

b) ensure that, for the purpose of checking the Second Party's compliance with the obligation in Sub-clause 4.b), a representative of the First Party or the Authority shall be entitled at any time to enter and inspect any premises used by the Second Party which are in any way connected with the Agreement and inspect any document or thing in any such premises, which is being used or made for the purposes of the Agreement. Such representative shall be entitled to all such information as they may reasonably require.

6. If at any time either before or after the completion or termination of the Contract, the Second Party or any of their Employees discovers or suspects that an unauthorised person is seeking or has sought to obtain information directly or indirectly concerning any Secret

Matter, the Second Party shall forthwith inform the Authority of the matter with full particulars thereof.

Sub-Contracts

7. If the Second Party proposes to make a sub-contract which will involve the disclosure of Secret Matter to the sub-contractor, the Second Party shall:

a. submit for approval of the Authority the name of the proposed sub-contractor, a statement of the work to be carried out and any other details known to the Second Party which the Authority shall reasonably require;

b. incorporate into the sub-contract the terms of this Condition and such secrecy and security obligations as the Authority shall direct.

c. inform the Authority immediately they become aware of any breach by the sub-contractor of any secrecy or security obligation and, if requested to do so by the Authority, terminate the Agreement.

Termination

8. The First Party shall be entitled to terminate the Agreement immediately if:

a. the Second Party is in breach of any obligation under this Condition; or

b. the Second Party is in breach of any secrecy or security obligation imposed by any other contract with the Crown;

where the Authority considers the circumstances of the breach jeopardise the secrecy or security of the Secret Matter and notifies its contractor accordingly.

SPECIFICATIONS, PLANS, ETC

DEFCON129J (Edn.07/08) - The Use Of The Electronic Business Delivery Form

DEFCON502 (Edn.06/14) - Specifications Changes

DEFCON602B (Edn.12/06) - Quality Assurance (Without Deliverable Quality Plan)

Quality Assurance Representative

All reference to the QAR in documents which form part of this Contract shall be read as referring to the Authority specified in Box 7 of DEFFORM 111.

PRICE

DEFCON127 (Edn.10/04) - Price Fixing Condition for Contracts of Lesser Value

INTELLECTUAL PROPERTY RIGHTS

DEFCON90 (Edn.11/06) - Copyright

DEFCON126 (Edn.11/06) - International Collaboration Clause

DEFCON632 (Edn.08/12) - Third Party Intellectual Property - Rights and Restrictions

DEFCON703 (Edn.08/13) - Intellectual Property Rights - Vesting in the Authority

Procedure for Making Direct Agreements with Sub-Contractors

a. The Contractor shall not place any sub-contract or order involving the design or development of equipment required under this contract without the prior approval of the Authority.

LOANS

Not Applicable

DELIVERY

DEFCON5J (Edn.07/08) - Unique Identifiers

Where used in conjunction with contracts for services, Clause 2 of the DEFCON shall not apply.

DEFCON92 (Edn.08/90) - Failure of Performance

DEFCON507 (Edn.10/98) - Delivery

PAYMENTS/RECEIPTS

DEFCON509 (Edn.09/97) - Recovery of Sums Due

DEFCON513 (Edn.06/10) - Value Added Tax

DEFCON522J (Edn.05/03) - Payment under P2P

DEFCON523 (Edn.03/99) - Payment of Bills Using the Bankers Automated Clearing Service (BACS) System

DEFCON534 (Edn.06/97) - Prompt Payment (Sub-Contracts)

CONTRACT ADMINISTRATION

DEFCON609 (Edn.06/14) - Contractor's Records

Appendix - Addresses and Other Information

1. Commercial Officer

Christine Featherstone

Email: Defcomrclcc-navy15@mod.uk

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

3. Packaging Design Authority

(where no address is shown please contact the Project Team in Box 2)

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

Tel No:

(b) U.I.N: N5300B

5. Drawings/Specifications are available from

6. For contracts containing DEFCON 5, mauve Copies of MOD Form 640 are to be sent to

(where no address is shown the mauve copy should be destroyed)

7. Quality Assurance Representative:

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

AQAPS and **DEF STANs** are available from Stan 1, Kentigern House, 65 Brown St, Glasgow, G2 8EX. A self addressed label should be sent with each application. Website is: www.dstan.mod.uk

8. Public Accounting Authority
1. Returns under DEFCON 694 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 Schedule of Requirement

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

11The Invoice Paying Authority (see Note 1)
Ministry of Defence ☎ 0151-242-2000
DBS Finance
Walker House, Exchange Flags Fax: 0151-242-2809
Liverpool, L2 3YL **Website is: www.mod.uk/DBSFinance**

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

NOTES
1. Forms. Hard copies, including MOD Form 640 are available from address in Box 12. , All other invoicing forms e.g. AG Forms 169 and 173, are available from the website address shown at Box 11.

2.* Many **DEFCONs and DEFFORMs** can also be obtained from the MOD Internet Website;
https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm

For Official Use Only	**Recoverable**	**YES**		**NO**	X
Issue of Government Property		**YES**		**NO**	X

VAT Contractor - Country of Origin (delete those not applicable)

UK	**Overseas (non-EC Country)**	**Overseas (EC Country)**
X		

If EC specify country:

Outside the scope		**Item Nos**	
Exempt		**Item Nos**	
Taxable Zero Rate		**Item Nos**	
Taxable - Standard Rate		**Item Nos**	

(where a contract is with an overseas contractor JSP 916 should be consulted)

Finance Branch	NAVY FIN-CAP MWCFDSRFA DESK OFFR
RAC/LPC/Project No	0000000000
Requisition No	89727
Project Management/ Production branch reference	MWC-BDM
Place of manufacture	
Place of packaging	
Contractor's Tel No	