

OFFICIAL – SENSITIVE COMMERCIAL



Ministry
of Defence

REDACTED

Army DInfo Commercial SO3

Directorate of Information, Army HQ
Blenheim Bldg, Monxton Road
Andover, SP11 8HJ
Tel: **REDACTED**
Email: **REDACTED**

REDACTED

Formic Limited
8, The Square
Stockley Park
Uxbridge
UB11 1FW

Your Reference:

Our Reference:
708721454
(DInfoCom/0248)
Date: 05/09/2023

Dear **REDACTED**

Offer Of Contract 708721454 (DInfoCom/0248) for the Supply of Formic Fusion Support and Maintenance Licences

1. As you are aware, the Authority intends to enter into the above contract with you.
2. Please sign and return the enclosed final version of the Contract within 10 working days of the date of this letter to acknowledge your acceptance of the Terms and Conditions.
3. Please note that no Contract will come into force until both parties have signed it. The Authority will countersign the Contract and return a copy of the same to you.
4. Payment will be made in accordance with the attached Terms and Conditions. If your company has not already provided its banking details to the Defence Business Services (DBS) Finance Branch, please complete the Form CX723, which is available from the Gov.uk (<https://www.gov.uk/government/publications/dbs-finance-payments-nominate-a-bank-form>) and forward to DBS Finance, Walker House, Exchange Flags, Liverpool, L2 3YL.
5. The Authority may publish notification of the Contract and shall publish Contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person or might prejudice fair competition in the supply chain.
6. If you wish to make a similar announcement you must seek approval from the named Commercial Officer.
7. To aid the Authority with obligations placed on it by HM Treasury regarding International Financial Reporting Standard (IFRS) 16, please advise in writing to **REDACTED @mod.gov.uk**, whether or not there are any assets (which are Contractor-owned or the Contractor has leased that are being used through the Contract) for which the Authority has a right-of-use explicitly or implicitly present within the Contract. Where you identify such assets, please provide a full list in writing, including their location and the extent

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of the right-of-use by the Authority. The lease term¹ will be assumed to be the duration of the Contract (from start and end dates); if the asset is not available for use for the Contract duration, please provide start and end dates of when the asset is available for use. Please refer to the [HM Treasury IFRS 16 Leases Application Guidance](#) for further information. You will not be required to provide this for any associated asset under the Contract which is valued, when new, at less than £25,000 (subject to it not being defined as a peppercorn lease).

8. Under no circumstances should you confirm to any third party that you are entering into a legally binding contract for **the Supply of Formic Fusion Support and Maintenance Licences** prior to both parties signing the Terms and Conditions, or ahead of the Authority's announcement of the Contract award.

Yours sincerely,

REDACTED

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¹ Lease term includes:

- a. periods covered by an option to extend the lease if the MOD is reasonably certain to exercise that option; and
- b. periods covered by an option to terminate the lease if the MOD is reasonably certain not to exercise that option.