



[REDACTED – PERSONAL INFORMATION]
Training and Simulation Systems Portfolio

[REDACTED – PERSONAL INFORMATION]



[REDACTED – PERSONAL INFORMATION]



[REDACTED – PERSONAL INFORMATION]

Defence Equipment & Support
Cedar 2B #4110
MOD Abbey Wood
Bristol BS34 8JH



27 Jan 2023

Our Reference:701547413

Dear [REDACTED – PERSONAL INFORMATION],

Offer Of Contract 701547413 for the Provision of Roundless Tactical Engagement Simulation (RTES)

1. As you are aware, the Authority intends to enter the above contract with Bagira Systems Ltd.
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. Under no circumstances should you confirm to any third party that you are entering into a legally binding contract prior to both parties signing the Terms and Conditions, or ahead of the Authority's announcement of the Contract award.
8. Please note that Bagira Systems Ltd will be required to sign the following attached documents:
 - a. 701547413 – Terms and Conditions – OS CMRCL
 - b. 701547413 – Annex O DEFFORM 94 Confidentiality Agreement – OS CMRCL
 - c. 701547413 – Annex T (Part 1) DEFFORM 701 Software Licence Agreement – OS CMRCL

d. 701547413 – Annex T (Part 3) DEFFORM 701 Software Licence Agreement – OS CMRCL

e. 701547413 – Annex U DEFFORM 702 Employee's Acknowledgement to employer of Obligation Relating to Confidentiality (Bagira Systems Ltd employees are required to sign a copy of this Annex)

9. Please note that the Authority has made the following changes to the Contract:

a. Inclusion of Clause 5.6 (Intellectual Property Rights – Subcontracts); following input from the Authority's Defence IPR specialist we have included a Clause which calls into use Annex P – DEFFORM 177 Design Rights and Patents (Subcontractors Agreement) if the Contractor seeks to place a subcontract for design or development work. As the RTES solution offered is an 'off the shelf' product the Authority does not envisage that this additional Clause, nor Annex P, will be required; but has been included to remain compliant with Ministry of Defence IPR policy.

b. Annex C Key Performance Indicators has been updated; including the amendment of definitions and the inclusion of a Social Value KPI.

c. Annex D Management Information has been updated to reflect the inclusion of the Social Value KPI in Annex C.

d. As they are no longer required as part of the contractual documents the Authority has removed: Annex E SR Road Map; Annex H Security Aspects Letter to UK Contractor; Annex I Security Aspects Letter to Foreign Supplier; and Annex M DEFFORM 24 Parent Company Guarantee.

e. The Authority has included the completed DEFFORM 711 Notification of Intellectual Property Rights (IPR) Restrictions at Annex R.

f. [REDACTED – COMMERCIALLY SENSITIVE]

10. Please be aware that Annex P – DEFFORM 177 Design Rights and Patents (Subcontractor's Agreement), Annex V – Equality of Information, Annex AE - Commercial Exploitation of Computer Software Developed at Government Expense, and Annex AF - Commercial Exploitation of Defence Equipment Developed at Government Expense are currently templates and will need to be discussed and agreed should they be required during the life of the Contract.

Yours sincerely,

[REDACTED – PERSONAL INFORMATION]