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Dstl is part of the
Ministry of Defence

SELEX ES Ltd
Sigma House
First Avenue
Millbrook Industrial Estate
Southampton
SO15 LG



Attn: [REDACTED]

Our ref: DSTLX1000095615
Your ref: CDE 37780

Date: 06 March 2015

Dear Sirs

Centre for Defence Enterprise Proposals

Contract No. DSTLX1000095615 – Research and Development into MOVPE, HgCdTe avalanche photodiode infrared sensor arrays for MOD applications requiring photon-level sensitivity and fast frame rate such as hyperspectral imaging.

1. You are hereby informed of the Department's requirement, reference DSTLX1000095615 and you are invited to accept the offer of the Contract, details of which are set out in the attached Schedule of Requirements. The Schedule describes the requirements and sets out the contract terms and conditions which will take effect upon acceptance by you of the Department's offer.

2. If you wish to accept this offer, will you please complete and sign the enclosed Acceptance of Offer of Contract (DEFFORM 10) and return it to the Department at the address shown above by post within as specified in the attached Defform 10. Your Acceptance of the Department's offer must be unqualified. If you do not accept the Department's offer within the period specified, then the Department's offer shall lapse.

3. No contract will come into existence until you have accepted the Department's offer in accordance with paragraph 2 above. Accordingly, the Department shall not be responsible in any way whatsoever

(i) for any work undertaken by you; nor

(ii) for any costs incurred by you

prior to your unconditional acceptance of the Department's offer.

4. When you have accepted the Department's offer in accordance with paragraph 2 above, you should proceed with the performance of the Contract.

5. Where no price is stated in the price column of the Schedule of Requirements:

- (a) You must submit your quotation (supported where appropriate by a Certified Statement of Costs) as soon as practicable so that prices can be fixed in accordance with the provisions for price fixing contained in the Contract. In order to facilitate pricing, your quotation must include an analysis showing the way in which you have built up your price(s). The analysis will normally show the amounts included under such headings as: Direct Labour (man hours and wage rates); Overheads; Materials; Bought out parts; Sub-contracted work; Special Jigs, tools etc; and Profit.

- (b) Amounts in respect of work placed with subsidiary companies or firms must be separately identified. Any other relevant information or explanations, e.g. of amounts included for contingencies, must also be separately identified and explanations given. In particular, if the wage rates or overhead rates are not those last agreed with the Department, an explanation must be given of the basis on which they have been calculated.

6. Nothing contained in this Letter of Offer and in the attached Schedule shall be construed as notifying or implying acceptance by the Department of any estimated or suggested price or of any condition of contract which may have been referred to orally or in writing in any previous discussion or correspondence.

7. SUPPLY OF INFORMATION ABOUT SUBSTANCES REFERRED TO IN THE MONTREAL PROTOCOL

As a signatory to the Montreal Protocol on substances that deplete the Ozone Layer, Her Majesty's Government is committed to the reduction of the production and consumption of those substances controlled under the Protocol. Therefore, Her Majesty's Government wishes to know which substances at Annex A to this letter are contained in the Articles, which are the subject of this Offer of Contract. Accordingly you must provide, with your acceptance of this offer a list specifying:

- a. all substances listed at Annex A (adopting the nomenclature used therein) contained in the Articles (including the packaging thereof, whether or not specified in the contract),
- b. the quantity of each of the substances at Annex A contained in the Articles, and
- c. where in the Articles (including packaging) the substances listed at Annex A are contained, or
- d. confirm that you have a "NIL RETURN" in respect of a, b and c above.

8. CONTRACTOR COMMERCIAL SENSITIVE INFORMATION SCHEDULE

Please identify on the "Commercial Sensitive Information Form" at Annex B, information which is considered to be commercially sensitive and where publication would prejudice commercial interests, it may be necessary to withhold this information from publication by applying the exemption and redaction processes detailed in the Transparency – Publication of Tenders and Contracts CPS, as detailed below:
<http://www.aof.dii.r.mil.uk/aofcontent/tactical/toolkit/content/topics/trans.htm>.

Yours faithfully

[REDACTED]
Commercial Business & Compliance

Acceptance of Offer of Contract

To: [REDACTED], Commercial Services Department, Building 5, Room G02, Dstl Porton Down, Salisbury, SP4 0JQ

We acknowledge receipt of your Department's Letter of Offer, reference DSTLX1000095615 dated 06 March 2015 with associated documents and confirm that we accept the offer contained therein. We understand that by accepting the Department's offer, we are entering into a legally binding contract. We agree that any other terms and conditions or any general reservations, which may be printed on any of our correspondence in connection with this work, shall not be applicable to the contract. We confirm that we are proceeding with the work.

We agree that the contract shall be subject to English Law (DEFCONs 529 and 530) unless we tick a preference for Scots Law (DEFCONs 529a and 530a).

Offer and Acceptance																					
<p>A) Offer</p> <p>Contract DSTLX1000095615 constitutes an offer by the Authority for the supplier to supply the Deliverables. This is open for acceptance by the supplier until 13 March 2015 By signing below the Contractor agrees to be bound by the attached Contract terms and conditions.</p> <p>Signed by:</p> <p>Name [REDACTED]</p> <p>Position: Commercial Officer</p> <p>For and on behalf of the Authority</p> <p>Authorised Signatory: Dstl</p> <p>Date: 06 March 2015</p>	<p>B) Acceptance of Offer of Contract</p> <p>I acknowledge receipt of the Departments contract letter reference DSTLX1000095615</p> <p>I confirm that I accept the Offer it contains and agree to be bound by its terms.</p> <p>Signed by:</p> <p>Name (Block Capitals):</p> <p>Position:</p> <p>For and on behalf of</p> <p>Authorised Signatory:</p> <p>Date¹:</p>																				
<p>C) Scots law to apply? Yes <input type="checkbox"/> No <input type="checkbox"/></p>																					
<p>D) Tier 1 Sub-Contractor data:²</p> <table border="0"> <tr> <td>Name</td> <td>value of work (£ ex VAT)</td> <td>Location Of Work</td> <td>SME: Yes / No</td> </tr> <tr> <td>Name</td> <td>value of work (£ ex VAT)</td> <td>Location Of Work</td> <td>SME: Yes / No</td> </tr> <tr> <td>Name</td> <td>value of work (£ ex VAT)</td> <td>Location Of Work</td> <td>SME: Yes / No</td> </tr> <tr> <td>Name</td> <td>value of work (£ ex VAT)</td> <td>Location Of Work</td> <td>SME: Yes / No</td> </tr> <tr> <td>Name</td> <td>value of work (£ ex VAT)</td> <td>Location Of Work</td> <td>SME: Yes / No</td> </tr> </table>		Name	value of work (£ ex VAT)	Location Of Work	SME: Yes / No	Name	value of work (£ ex VAT)	Location Of Work	SME: Yes / No	Name	value of work (£ ex VAT)	Location Of Work	SME: Yes / No	Name	value of work (£ ex VAT)	Location Of Work	SME: Yes / No	Name	value of work (£ ex VAT)	Location Of Work	SME: Yes / No
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¹ The date of unqualified acceptance by signature is the effective date of the contract

² The MOD is required to report to the Government any spend with Small and Medium-sized Enterprises (SMEs) including Sub-contractors (Tier 1). SMEs are defined by the EU on http://ec.europa.eu/enterprise/policies/sme/facts-figures-analysis/sme-definition/index_en.htm

Montreal Protocol Substances

CFCs - Production of controlled CFCs has stopped.

CFC-11(trichlorofluoromethane)	CFC-211
CFC-12(dichlorodifluoromethane)	CFC-212
CFC-13	CFC-213
CFC-111	CFC-214
CFC-112	CFC-215
CFC-113 (trichlorotrifluoroethane)	CFC-216
CFC-114 (dichlorotetrafluoroethane)	CFC-217
CFC-115 (chloropentafluoroethane)	

The above substances are also used in blends: e.g.

CFC-500 (CFC-12/HFC-152a)

CFC-502 (CFC-115/HCFC-22).

Halons - Production of controlled Halons has stopped.

Halon-1211 (bromochlorodifluoromethane - BFC)

Halon-1301 (bromotrifluoromethane - BTM)

Halon-2402

HBFCs - Production has stopped.

CH ₂ FBr ₂	C ₂ H ₂ F ₂ Br ₂	C ₃ HF ₄ Br ₃	C ₃ H ₃ F ₂ Br ₃
CHF ₂ Br	C ₂ H ₂ F ₃ Br	C ₃ HF ₅ Br ₂	C ₃ H ₃ F ₃ Br ₂
CH ₂ FBr	C ₂ H ₃ FBr ₂	C ₃ HF ₆ Br	C ₃ H ₃ F ₄ Br
	C ₂ H ₃ F ₂ Br	C ₃ H ₂ FBr ₅	C ₃ H ₄ FBr ₃
C ₂ HFBBr ₄	C ₂ H ₄ FBr	C ₃ H ₂ F ₂ Br ₄	C ₃ H ₄ F ₂ Br ₂
C ₂ HF ₂ Br ₃		C ₃ H ₂ F ₃ Br ₃	C ₃ H ₄ F ₃ Br
C ₂ HF ₃ Br ₂	C ₃ HFBBr ₆	C ₃ H ₂ F ₄ Br ₂	C ₃ H ₅ FBr ₂
C ₂ HF ₄ Br	C ₃ HF ₂ Br ₅	C ₃ H ₂ F ₅ Br	C ₃ H ₅ F ₂ Br
C ₂ H ₂ FBr ₃	C ₃ HF ₃ Br ₄	C ₃ H ₃ FBr ₄	C ₃ H ₆ FBr

HCFCs - Production to be run down and phased out by 2015.

Certain use controls apply.

HCFC-21	HCFC-141	HCFC-225ca	HCFC-243
HCFC-22	HCFC-141b	HCFC-225cb	HCFC-244
HCFC-31	HCFC-142	HCFC-226	HCFC-251
HCFC-121	HCFC-142b	HCFC-231	HCFC-252
HCFC-122	HCFC-151	HCFC-232	HCFC-253
HCFC-123	HCFC-221	HCFC-233	HCFC-261
HCFC-124	HCFC-222	HCFC-234	HCFC-262
HCFC-131	HCFC-223	HCFC-235	HCFC-271
HCFC-132	HCFC-224	HCFC-241	
HCFC-133	HCFC-225	HCFC-242	

CARBON TETRACHLORIDE (CCl₄) - Production has stopped.

1,1,1-TRICHLOROETHANE (C₂H₃Cl₃) - Production has stopped.

METHYL BROMIDE (CH₃Br) - Production limits apply.

CONTRACTOR COMMERCIALY SENSITIVE INFORMATION

Contract Ref No: DSTLX1000095615	
Description of Commercially Sensitive Information:	
Explanation of Sensitivity:	
Details of potential harm resulting from disclosure:	
Period of Confidence (if applicable):	
Contact Details for Transparency/Freedom of Information matters:	
Name:	
Position:	
Address:	
Telephone Number:	
email Address:	