



Building 5 Dstl Porton Down Salisbury SP4 0JQ

Tel: Email:

Mouser Electronic, Inc. High Wycombe Office, Artisan Building, Hillbottom Road, High Wycombe HP12 4HJ Buckinghamshire United Kingdom Your Reference: QEE05E8

Our Reference: DSTL0000025466

Date: 24/01/2024

Dear

## Offer Of Contract DSTL0000027237 for the Supply of RF Endpoints

- 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. This contract will be run under Mouser's 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 Mouser's T&Cs
- 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 , 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 of the right-of-use by the Authority. The lease term<sup>1</sup> will be assumed to be the duration of the Contract

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 |
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(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 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 **60 days** prior to both parties signing the Terms and Conditions, or ahead of the Authority's announcement of the Contract award.

Yours sincerely,

## Acceptance of Offer of Contract



We acknowledge receipt of your Authority's Letter of Offer, reference DSTL0000027237 Date 24/01/2024, with associated documents and confirm that we accept the offer contained therein. We understand that by accepting the Authority's offer, we are entering into a legally binding Contract. We agree that any other terms and conditions or any general reservations,

| We understand that by accepting the Authority's offer, we are entering into a legally binding Contract. We agree that any other terms and conditions or any general reservations, |   |  |  |  |  |
|---|---|--|--|--|--|
| b.  | periods covered by an option to terminate the lease if the MOD is reasonably certain not to exercise that option. |  |  |  |  |
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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.

| Offer and   |  |  |  |  |  |  |  |
|---|--|--|--|--|--|--|--|
| A) Offer  | B) Acceptance of Offer of Contract   |  |  |  |  |  |  |
| Contract DSTL0000027237 constitutes an  | I acknowledge receipt of the Authority's Contract letter reference DSTL0000027237. |  |  |  |  |  |  |
| offer by the Authority for the supplier to supply the Deliverables. This is open for acceptance by the supplier until 07/02/2024. By signing below the Contractor agrees to be bound by the attached Contract terms and conditions. |  |  |  |  |  |  |  |
| Signed by:  | Signed by:   |  |  |  |  |  |  |
| Signed by:<br>Name (Block Capitals):  | Name (Block Capitals):   |  |  |  |  |  |  |
| Position:   | Position: SVP Business Operations  |  |  |  |  |  |  |
| For and on behalf of the Authority  | For and on behalf of Mouser Electronic, Inc  |  |  |  |  |  |  |
| Authorised Signatory:   | Authorised Signatory:  |  |  |  |  |  |  |
| Date:   | Date2: Feb 9 <sup>th</sup> 2024  |  |  |  |  |  |  |
| C) Scots law to apply? Yes No   |  |  |  |  |  |  |  |
| D) Tier 1 Sub-Contractor data:3   |  |  |  |  |  |  |  |
| NameSME: Yes / No   | ex VAT) LocationOf Work  |  |  |  |  |  |  |
| Name value of work (£ ex VAT) LocationOf WorkSME: Yes / No  |  |  |  |  |  |  |  |
| Name value of work (£ eSME: Yes / No  | ex VAT) LocationOf Work  |  |  |  |  |  |  |
| Name value of work (£ eSME: Yes / No  | ex VAT) LocationOf Work  |  |  |  |  |  |  |
| Name value of work (£ eSME: Yes / No  | ex VAT) LocationOf Work  |  |  |  |  |  |  |

 $_{\mbox{\tiny 2}}$  The date of unqualified acceptance by signature is the effective date of the Contract

| <sup>3</sup> The MOD is required to report to the Gover contractors (Tier 1). SMEs are defined by the | rnment any spend with<br>EU on | Small and Medium-sized | d Enterprises (SMEs) inc | luding Sub- |
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