

Purchase Order DSTL0000012336, Change Order 1



Supplier Details:

Company ZENTRAXA LIMITED
Contact
Address School of Biochemistry
 Biomedical Sciences Building
 University Walk
 Bristol
 BS8 1TD

Submit your response to:

Company Dstl
Contact Redacted Under FOIA
Address Dstl Porton Down
 Porton Down

 Salisbury
 SP4 0JQ
 UNITED KINGDOM
Phone Redacted Under FOIA
Fax
E-mail Redacted Under FOIA

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This amendment supersedes the agreement DSTL0000012336 and all its prior modifications. This agreement can be changed only by a signed agreement between the affected parties.

Date Change

Purchase Order DSTL0000012336 Change Order 1



Order	DSTL0000012336
Order Date	23-JAN-2023
Change Order	1
Change Order Date	23-JAN-2023
Revision	1
Ordered	126,752.00 GBP

Sold To Dstl
Porton Down
Salisbury
SP4 0JQ
Redacted Under FOIA

Supplier ZENTRAXA LIMITED
School of Biochemistry
Biomedical Sciences Building
University Walk
Bristol
BS8 1TD

Bill To Dstl
Dstl Accounts Payable
Redacted Under FOIA
PO Box 325, Portsdown Hill Road
Fareham
PO14 9HL
UNITED KINGDOM

Ship To Dstl Porton Down
Porton Down

Salisbury
SP4 0JQ
UNITED KINGDOM

All currency values in this PO are: GBP = Pound Sterling

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
	Redacted Under FOIA	Redacted Under FOIA			
Confirm To	Deliver To Contact				
Redacted Under FOIA	Redacted Under FOIA				
Phone	Redacted Under FOIA		E-mail	Redacted Under FOIA	

Line	Item / Description	Delivery By	Unit Price (ex VAT)	Quantity	UOM	Line Amount (ex VAT)
1	Redacted Under FOIA Requester Redacted Under FOIA	Redacted Under FOIA	Redacted Under FOIA	1	Redacted Under FOIA	Redacted Under FOIA
2	Redacted Under FOIA Requester Redacted Under FOIA	Redacted Under FOIA	Redacted Under FOIA	1	Redacted Under FOIA	Redacted Under FOIA

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Line	Item / Description	Delivery By	Unit Price (ex VAT)	Quantity	UOM	Line Amount (ex VAT)
3	Redacted Under FOIA Requester Redacted Under FOIA	Redacted Under FOIA	Redacted Under FOIA	1	Redacted Under FOIA	Redacted Under FOIA
Total						126,752.00

Contract Terms and Conditions

1. General Clause

The additional clauses on this PO should be read in conjunction with the Terms and Conditions of the Contract Purchase Agreement referenced at the head of this PO.

For the avoidance of doubt, the order of precedence shall be:

- a. Contract Purchase Agreement Terms and Conditions;
- b. Any additional Terms and/or Conditions called for by this PO;
- c. Any subordinate agreements contained within the Tasking Form / Suppliers Statement of Work.

Contract Start/End date:

Effective Start date of Contract: Redacted Under FOIA

The Contract expiry date shall be: Redacted Under FOIA

2. Processes

The following Processes apply to this Contract:

Schedule 1 - Additional Definitions of Contract

The additional Definitions of Contract are:

Schedule 2 - Schedule of Requirements

The detailed Schedule of Requirements is contained within the agreed supplier proposal.

This is held separately within the ECS under reference: ACC6034926

Schedule 3 Contract Data Sheet

Progress Meetings	The Contractor shall be required to attend the following meetings: Type: As per Contractors' proposal ACC6034926 Frequency: As per Contractors' proposal ACC6034926	
Progress Reports	The Contractor is required to submit the following Reports: Type: As per Contractors' proposal ACC6034926 Frequency: At least once a month Method of Delivery: Email Delivery Address: Project Manager (Def form 111 Annex~)	
Contract Price	All line items shall be FIRM Price and inclusive of any UK custom and excise or other duty payable other than those stated below: Line Items Clause 11. refers	
Quality Assurance	Is a Deliverable Quality Plan required for this Contract? No If Yes the Deliverable Quality Plan must be set out as defined in AQAP 2105 and delivered to the Authority (Quality) within Business Days of Contract Award. Once agreed by the Authority the Quality Plan shall be incorporated into the Contract. The Contractor shall remain at all times, solely responsible for the accuracy, suitability and applicability of the Deliverable Quality Plan. Other Quality Assurance Requirements:	
Special Delivery/Collection Instructions		
Cyber Risk Assessment	The Cyber Risk assessment for this Purchase Order is: Very Low	

Appendix – Addresses and Other Information

1. Commercial OfficerName: **Redacted Under FOIA**Address: **Redacted Under FOIA**Email: **Redacted Under FOIA**Tel: **Redacted Under FOIA****2. Project Manager, Equipment Support Manager or PT Leader** (from whom technical information is available)Name: **Redacted Under FOIA**Address: **Redacted Under FOIA**Email: **Redacted Under FOIA**Tel: **Redacted Under FOIA****3. Packaging Design Authority**

Organisation & point of contact:

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

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

Tel:

(b) U.I.N.

5. Drawings/Specifications are available from**6. Intentionally Blank****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 UK Defence Standardization, for access to the documents and details of the helpdesk visit **Redacted Under FOIA****8. Public Accounting Authority**

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

Tel: **Redacted Under FOIA**

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD

Tel: **Redacted Under FOIA****9. Consignment Instructions**

The items are to be consigned as follows:

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 8JHAir Freight CentreIMPORTS Tel: **Redacted Under FOIA**EXPORTS Tel: **Redacted Under FOIA**Surface Freight CentreIMPORTS ☐ **Redacted Under FOIA**EXPORTS ☐ **Redacted Under FOIA****B. JSCS**JSCS Helpdesk No. **Redacted Under FOIA**JSCS Fax No. **Redacted Under FOIA**Users requiring an account to use the MOD Freight Collection Service should contact **Redacted Under FOIA** in the first instance.**11. The Invoice Paying Authority**

Bill Paying Branch:

The Contract Number must be shown on all invoices

DSTL Accounts Payable

PO Box 325

Portsmouth West, Portsmouth Hill Road

FAREHAM, HAMPSHIRE, PO14 9HL

United Kingdom

Tel: **Redacted Under FOIA**Invoices for payment may be submitted via e-mail in PDF format to **Redacted Under FOIA****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 **Redacted Under FOIA****Applications via fax or email:****Redacted Under FOIA*****NOTE**1. Many DEFCONs and DEFFORMs can be obtained from the MOD Internet Site: **Redacted Under FOIA**

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1

Schedule 4 Contractor's Commercially Sensitive Information Form (i.a.w. Condition 4)

Contract No:
Description of Contractor's Commercially Sensitive Information:
Cross Reference(s) to location of 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:

Schedule 5: DEFENCE RESEARCH REPORT SPECIFICATIONS (DRRS) - DOCUMENT MARKING SCHEME

Reports comprising technical information DEFCON 705

Full Rights Version	Limited Rights Version
Conditions Of Supply – Full Rights This document is supplied in confidence to MOD in accordance with Contract No [ABC/1234, task XYZ/9876]. (see note 1) The document comprises information proprietary to [Rights Owner] and whose unauthorised disclosure may cause damage to the interests of [Rights Owner]. (see note 2) The document is supplied to MOD as a FULL RIGHTS VERSION under the terms of DEFCON 705 (Edn 09/20) and, except with the prior written permission of [Rights Owner], MOD's rights of use and dissemination in the document are limited to those set out in that Condition and the Contract for the use of Full Rights Versions of Technical Deliverables. Requests for permission for wider use or dissemination should be made to the relevant [Rights Owner] Account Manager.	Conditions Of Supply – Limited Rights This document is supplied in confidence to MOD in accordance with Contract No [ABC/1234, task XYZ/9876]. (see note 1) The document comprises information proprietary to [Rights Owner] and whose unauthorised disclosure may cause damage to the interests of [Rights Owner]. (see note 2) The document is supplied to MOD as a LIMITED RIGHTS VERSION under the terms of DEFCON 705 (Edn 09/20) and, except with the prior written permission of [Rights Owner], MOD's rights of dissemination of the document are limited to UK government departments and to service providers under the terms of Clause 14 of DEFCON 705. Requests for permission for wider use or dissemination should be made to the relevant [Rights Owner] Account Manager. (see note 3)

Notes:

1. This must always be the customer's contract number.
2. Include name of the Rights Owner(s), for example: supplier name, sub-contractor name(s) or a combination, as appropriate.
3. If conditions other than DEFCON 705 apply to third party information included in reports subject to DEFCON 705, then this should be clearly indicated.

Schedule 6: Design Rights and Patents (Subcontractor's agreement)

Ministry of Defence

Design Rights and Patents (Sub-Contractor's Agreement)

THIS AGREEMENT is made the [xxx] day of 20[xx]

BETWEEN [xxxxxx]

whose registered office is at [xxxxxxxxx]

(hereinafter called "the Sub-Contractor") of the one part and THE SECRETARY OF STATE FOR DEFENCE (hereinafter called "the Secretary of State") of the other part

WHEREAS:-

1. The Secretary of State has placed with [xxxxx] (hereinafter called "the main contractor") a contract bearing the reference number [xxxxx] (hereinafter called "the main contract") for [xxxxx] the effect of which is that the costs of such design and development (including the cost referable to any sub-contracts hereinafter referred to) will be substantially borne by the Secretary of State.
2. The main contractor contemplates that the design development and supply of certain components needed for performance of the main contract will be undertaken by various third parties in pursuance of sub-contracts made between them and the main contractor.
3. With a view to securing to the Secretary of State rights as regards inventions designs and other related matters in respect of any sub-contract the main contract provides that the main contractor shall not enter into any sub-contract for any component aforesaid without obtaining the prior approval of the Secretary of State.
4. The main contractor has now informed the Secretary of State that for the purpose of performing the main contract he wishes to place with the Sub-Contractor a sub-contract for the design and development of the items described in the First Schedule (hereinafter called "the sub-contracted items") and has requested the Secretary of State's approval of the sub-contract accordingly.
5. The Secretary of State has signified his willingness to approve the sub-contract on condition that in consideration of his giving approval the Sub-Contractor enters into a direct Agreement with the Secretary of State concerning the matters hereinafter appearing and the Sub-Contractor has signified his willingness to enter into such an agreement.

NOW THIS AGREEMENT made in consideration of the premises and of the rights and liabilities hereunder mutually granted and undertaken WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:-

1. The Sub-Contractor and the Secretary of State hereby agree to be bound to each other by the provisions of the Conditions as set out in the Second Schedule hereto.
2. No extension alteration or variation in the terms of the sub-contract between the main contractor and the sub-contractor and no other agreement between the main contractor and the sub-contractor relating to the work to be done under the sub-contract or any modification now or hereafter made thereto shall prejudice the operation of this Agreement which shall in all respects apply to the sub-contract as so extended altered varied supplemented or modified as if such extension alteration variation supplementation or modification had been originally provided for in the sub-contract and the expression "the sub-contract items" shall have effect accordingly.

IN WITNESS whereof the parties hereto have set their hands the day and years first before written

Signed on behalf of

the Sub-Contractor

(in capacity of [xxxxxx])

Signed on behalf of [xxxxxxx]

The Secretary of

State for Defence

THE FIRST SCHEDULE

The Sub-Contract Items are:-

[xxxxxx]

THE SECOND SCHEDULE

The Clauses which apply to this Agreement are:-

[xxxxxx]

except that:

- i. Where "the Contractor" is stated "the Sub-Contractor" shall be substituted.
- ii. Where "the Authority" is stated "the Secretary of State" shall be substituted.
- iii. Where "Contract" is stated "sub-contract" shall be substituted.
- iv. Where "sub-contractor" is stated "further sub-contractor" shall be substituted.
- v. Where "sub-contract" is stated "further sub-contract" shall be substituted.

Schedule 7 Government Funded Assets (GFA)

The following items are provided to the supplier as Government Funded Assets and are subject to Contractor action as detailed in DEFCON 694 (ISC) as amended: