



Modifications Contracting Form

V1.2a
(09/08)

Contract No: 704220450		Contract Type: LOL Actuals Proposal Preparation Costs
Issue: 1	Date: 24 January 2024	Platform: Wildcat
JMS MRD Ref: LH22391		
Contract Title: Wildcat General-Purpose Machine Gun (GPMG) Pintle Mount		
<p>Terms & Conditions: The Contract is subject to the Terms and Conditions of the Joint Modification Contracting Arrangement (JMCA), Document Number 700630373 (Amendment 14) dated 22 May 2023.</p> <p>The following DEFCONs / DEFSTANs are not applicable to the Contract: DEFCON 800 (Edn 12/14), DEFCON 801 (Edn 12/14), DEFCON 802 (Edn 12/14), DEFCON 804 (Edn 03/15), DEFCON 811 (Edn 12/14) <u>Note:</u> Contract 704220450 (LOL Actuals) shall not be post costed, DEFCON 812 (Edn 04/15), DEFCON 813 (Edn 12/14), DEFCON 814 (Edn 12/14) & DEFCON 815 (Edn 04/15)</p> <p>In accordance with Section 2 of the Joint Modification Contracting Arrangement (JMCA), Document Number 700630373 (Amendment 14) dated 22 May 2023, the following Defence Conditions (DEFCONs) and Defence Standards (DEFSTANs) shall apply:</p> <p><u>Price</u></p> <ul style="list-style-type: none"><input type="checkbox"/> DEFCON 127 (Edn 12/14) Price Fixing Condition for Contracts of Lesser Value<input type="checkbox"/> DEFCON 605 (Edn 06/14) Financial Reports<input checked="" type="checkbox"/> DEFCON 653 (Edn 12/14) Pricing on Ascertained costs<input type="checkbox"/> DEFCON 643 (Edn 12/14) Price Fixing Non-Qualifying Contracts <p><u>Transport</u></p> <ul style="list-style-type: none"><input type="checkbox"/> DEFCON 621A (Edn 06/97) Transport (If the Authority Is Responsible For Transport)<input type="checkbox"/> DEFCON 621B (Edn 10/04) Transport (If Contractor Is Responsible For Transport) <p><u>Security</u></p> <ul style="list-style-type: none"><input type="checkbox"/> DEFCON 659A (Edn 02/17) Security Measures <p><u>Quality</u></p> <ul style="list-style-type: none"><input type="checkbox"/> DEFCON 602A (Edn 12/06) Quality Assurance (with Quality Plan) <p><u>Government Furnished Equipment</u></p> <ul style="list-style-type: none"><input type="checkbox"/> DEFSTAN 05-99 Issue 3 – Managing Government Furnished Equipment in Industry <p><u>Intellectual Property Rights</u></p> <ul style="list-style-type: none"><input type="checkbox"/> DEFCON 703 (Edn 08/13) - Intellectual Property Rights – Vested in the Authority<input type="checkbox"/> DEFCON 705 (Edn 11/02) Intellectual Property Rights – Research and Technology <p><u>Other</u></p> <ul style="list-style-type: none"><input type="checkbox"/> DEFCON 697 (Edn 07/13) Contractor on Deployed Operations (CONDO)<input type="checkbox"/> DEFCON 649 (Edn 12/16) Vesting<input type="checkbox"/> DEFCON 661 (Edn 10/06) War Risk Indemnity<input type="checkbox"/> DEFCON 656B (Edn 08/16) Termination For Convenience – Over £5M<input type="checkbox"/> DEFCON 76 (Edn 12/16) Contractor's Personnel at Government Establishments <p><u>DEFFORM</u></p> <ul style="list-style-type: none"><input type="checkbox"/> DEFFORM 177 (Edn 03/80) Design Rights and Patents (Subcontractor Agreement)<input type="checkbox"/> DEFFORM 315 (Edn 02/98) Contract Data Requirement <p>In accordance with Section 3 of the Joint Modification Contracting Arrangement (JMCA), Document Number 700630373 (Amendment 14 dated 22 May 2023) the following Defence Conditions (DEFCONs) and Defence Standards (DEFSTANs) shall apply:</p> <ul style="list-style-type: none"><input checked="" type="checkbox"/> No additional DEFCONs or DEFSTANs other than those specific within the Joint Modification Contracting Arrangement (JMCA) or Modification Contracting Form (MCF) shall apply		
Specification/ Dependencies/ Deliverables		

MRD LH22391 – Issue 1.1 dated 22 June 2022

Consignee: DES Wildcat-InSerModPM	Delivery / Completion Date: On payment of Item 1 by the Authority.
Price: Item 1 – Redacted Under FOIA 2000 Section 43 Total - Redacted Under FOIA 2000 Section 43	Category: Item 1 – Pegged/Firm
Payment: As detailed at Annex A - Milestone Payment Plan	Further Info: See Other Terms and Conditions below
Attachments: Annex A – Milestone Payment Plan DEFFORM 111	
For Ministry of Defence: Name: Redacted Under FOIA 2000 Section 40 Signature: Redacted Under FOIA 2000 Section 40 Date: 24 January 2024	For Leonardo UK Ltd: Name: Redacted Under FOIA 2000 Section 40 Signature: Redacted Under FOIA 2000 Section 40 Date: 31/01/2024

Distribution:

DT PoC DT Finance DBS MoD QA GFA

Further Information

Other Terms and Conditions:

Pricing

Item 1 - The use of pegged rates in this Firm / Pegged Price has been priced using the following agreed labour hourly rates for the calculation of the Leonardo UK Ltd labour element:

Redacted Under FOIA 2000 Section 43

The use of these pegged rates in this firm price is without prejudice or commitment to the agreement of the estimated 2022 and 2023 rates, the actual rates, future rates or to other pricing proposals. This pegged firm price shall be adjusted ("unpegged") only to fully reflect the agreed final 2022 and 2023 labour rates, such adjustment by the parties to be made within 4 weeks of the promulgation of each agreed rate.

The profit rate of *Redacted Under FOIA 2000 Section 43* used in calculating the contract price has been agreed as Firm and is not subject to any future change.

All firm/pegged pricing is agreed between the Authority and the Contractor on a without prejudice basis to any other price agreements between both parties.

Payment

Item 1 – Payment for Item 1 shall be made upon the acceptance of LOL Actuals by the Authority's Delivery Team Leader or his authorised delegated representative. Payment shall be made in accordance with the Milestone Payment Plan as detailed at Annex A to the Contract.

Following contractual agreement, the Authority shall issue a Purchase Order (PO) under CP&F/Exostar and shall advise the Contractor of the relevant PO number. The Contractor shall duly submit its invoice for the contracted total price and provide the Authority's Project Manager with a DEFFORM 129J – Electronic Business Delivery Form as extracted by the Contractor from the Exostar System.

On receipt of the DEFFORM 129J, the Authority's Project Manager shall confirm completion of the relevant PO requirement and then arranges for the receipting of PO on CP&F. If the PO, Invoice and Receipt value match on CP&F then payment will be made to the Contractor electronically.

Authorisation By The Crown For Use Of Third Party Intellectual Property Rights

Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved