



Modifications Contracting Form

V1.2a
(09/08)

Contract No: 701104381		Contract Type: TASK B
Issue: 1	Date: 9 Feb 2022	Platform: Wildcat
JMS MRD Ref: LH20373		
Contract Title: Wildcat Integrated Mode 5 IFF Training Solution		
<p>Terms & Conditions: The Contract is subject to the Terms and Conditions of the Joint Modification Contracting Arrangement (JMCA), Document Number 700630373 (Amendment 6) dated 1st July 2021.</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 700727370 (Proposal Preparation Costs) 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 6) dated 1st July 2021, the following Defence Conditions (DEFCONs) and Defence Standards (DEFSTANs) shall apply:</p> <p><u>Price</u></p> <p><input type="checkbox"/> DEFCON 127 (Edn 12/14) Price Fixing Condition for Contracts of Lesser Value</p> <p><input type="checkbox"/> DEFCON 605 (Edn 06/14) Financial Reports</p> <p><input checked="" type="checkbox"/> DEFCON 653 (Edn 12/14) Pricing on Ascertained costs (applicable to Item 1 - Limit of Liability)</p> <p><input type="checkbox"/> DEFCON 643 (Edn 12/14) Price Fixing Non-Qualifying Contracts</p> <p><u>Transport</u></p> <p><input type="checkbox"/> DEFCON 621A (Edn 06/97) Transport (If the Authority Is Responsible For Transport)</p> <p><input checked="" type="checkbox"/> DEFCON 621B (Edn 10/04) Transport (If Contractor Is Responsible For Transport)</p> <p><u>Security</u></p> <p><input type="checkbox"/> DEFCON 659A (Edn 02/17) Security Measures</p> <p><u>Quality</u></p> <p><input type="checkbox"/> DEFCON 602A (Edn 12/06) Quality Assurance (with Quality Plan)</p> <p><u>Government Furnished Equipment</u></p> <p><input checked="" type="checkbox"/> DEFSTAN 05-99 Issue 3 – Managing Government Furnished Equipment in Industry</p> <p><u>Intellectual Property Rights</u></p> <p><input type="checkbox"/> DEFCON 703 (Edn 08/13) - Intellectual Property Rights – Vested in the Authority</p> <p><input type="checkbox"/> DEFCON 705 (Edn 11/02) Intellectual Property Rights – Research and Technology</p> <p><u>Other</u></p> <p><input type="checkbox"/> DEFCON 697 (Edn 07/13) Contractor on Deployed Operations (CONDO)</p> <p><input type="checkbox"/> DEFCON 649 (Edn 12/16) Vesting</p> <p><input type="checkbox"/> DEFCON 661 (Edn 10/06) War Risk Indemnity</p> <p><input type="checkbox"/> DEFCON 656B (Edn 08/16) Termination For Convenience – Over £5M</p> <p><input checked="" type="checkbox"/> DEFCON 76 (Edn 12/16) Contractor's Personnel at Government Establishments</p> <p><u>DEFFORM</u></p> <p><input type="checkbox"/> DEFFORM 177 (Edn 03/80) Design Rights and Patents (Subcontractor Agreement)</p> <p><input type="checkbox"/> DEFFORM 315 (Edn 02/98) Contract Data Requirement</p> <p>In accordance with Section 3 of the Joint Modification Contracting Arrangement (JMCA), Document Number 700630373 (Amendment 6 dated 1st July 2021) the following Defence Conditions (DEFCONs) and Defence Standards (DEFSTANs) shall apply:</p> <p><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</p>		
Specification/ Dependencies/ Deliverables	MRD LH20373 – Issue 1.0 dated 29 January 2021 Leonardo UK Ltd Proposal UKGB/BM/HM/JMS/LYNX/VAR008/0004 dated 11 th October 2021	

Consignee: DES Wildcat-Trg Project Manager	Delivery / Completion Date: In accordance with Project Schedule at Annex B to Contract
Price: Item 1 – £ [REDACTED] Under FOIA 2000 Section 43 (Ex VAT) (Proposal Prep LOL) - Provisional Item 2 - £ [REDACTED] Under FOIA 2000 Section 43 (Ex VAT) (Task B)(Pegged/ Firm) Total - £ [REDACTED] Under FOIA 2000 Section 43 (Ex VAT)	Category: Item 1 – Provisional Item 2 – Firm/Pegged Total: Firm/Pegged
Payment: As detailed at Annex A - Milestone Payment Plan	Further Info: See Other Terms and Conditions below
Attachments: Appendix 1 – Montreal Protocol Substances Annex A – Milestone Payment Plan TBA	Annex B – Project Schedule Annex C – Points of Clarification (POCs) FINAL Annex D – Government Furnished Assets (GFX) DEFFORM 111
For Ministry of Defence: Name: [REDACTED] Under FOIA 2000 Section 40 Signature: (signed via email) Date: 9 Feb 2022	For Leonardo UK Ltd: Name: [REDACTED] Under FOIA 2000 Section 40 Signature: (signed via email) Date: 10 Feb 2022

Distribution:

DT PoC DT Finance DBS MoD QA GFA

Further Information

Other Terms and Conditions:

ITEM 1: (Limit of Liability LOL)

Pricing

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
[REDACTED] Under FOIA 2000 Section 43
[REDACTED] Under FOIA 2000 Section 43
[REDACTED] Under FOIA 2000 Section 43
[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 2021 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 2021 labour rates, such adjustment by the parties to be made within 4 weeks of the promulgation of each agreed rate.

The profit rates of **[REDACTED]** Under FOIA 2000 Section 43 (aligned to intital authorised £ **[REDACTED]** Under FOIA 2000 Section 43 LOL) 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

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.

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(s) match on CP&F then payment will be made to the Contractor electronically via the Authority's Bill Paying Authority at Liverpool.

ITEM 2 (TASK B):

Pricing

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

[REDACTED] Under FOIA 2000 Section 43
[REDACTED] Under FOIA 2000 Section 43
[REDACTED] Under FOIA 2000 Section 43
[REDACTED] Under FOIA 2000 Section 43
[REDACTED] Under FOIA 2000 Section 43
[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 2021, 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 2021, 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.

The PHS&T charge of **[REDACTED]** Under FOIA 2000 Section 43 is agreed on a provisional basis subject to review and any adjustment following formal agreement between the Authority and the Contractor.

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

Payment

Payment for Item 2 shall be made upon the completion of the work to the satisfaction of the Project 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(s) match on CP&F then payment will be made to the Contractor electronically via the Authority's Bill Paying Authority at Liverpool.

GENERAL:

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

COVID-19

Leonardo UK Limited (the Contractor) and the Authority acknowledge that the contracts, contract amendments and tasks contracted during this period do not take into account, and may be adversely affected by, the impact of COVID-19 and the exceptional measures being put in place by the UK and other Governments. Leonardo UK Limited will continue to use reasonable endeavours to mitigate such impacts, however should they be adversely impacted Leonardo UK Limited will notify the Authority of the extent of such impact on a case by case basis and the Parties will agree an appropriately revision in due course.

Specification/ Dependencies/ Deliverables:

Item 2 – Wildcat Requirement to provide Integrated Mode 5 IFF Training Solution (Contract 701104381) shall be contracted against the following:

- a) MRD No. LH20373 – Issue 1.0 – Dated 17/12/2020
- b) Proposal Letter Ref: UKGB/BM/HM/JMS/LYNX/VAR0008/0004 dated 11 October 2021
- c) Technical Proposal Embodiment Document Wildcat Integrated Mode 5 ITT Training LH20373 Task B proposal Reference PJT-492404 Issue 6 dated Sept 2021
- d) Statement of Work PJT-492404 issue 6 dated 27 Sept 21.
- e) Schedule – Document Number LH20373, PJT-562681 V1 dated 8 October 2021
- f) Pro-Pricer LH20373 Issue 1
- g) Point of Clarifications (POCs) – FINAL ISSUE 3.1 dated January 2021 (see Annex C to Contract)
- h) Indra Firm Price Proposal Letter Ref: UKGB/BM/KW/JMS/LYNX/VAR0008/0013 dated 3 November 2021

Item 2 – The Contract Deliverables for Wildcat Requirement to provide Integrated Mode 5 IFF Training Solution (Contract 701104381):

- a) Redacted Under FOIA 2000 Section 26
- b) Redacted Under FOIA 2000 Section 26
- c) Redacted Under FOIA 2000 Section 26
- d) Redacted Under FOIA 2000 Section 26
- e) Redacted Under FOIA 2000 Section 26

Other: N/A