



## Modifications Contracting Form

V1.2a  
(09/08)

Contract No: 701552388		Contract Type: Task A LOL Actuals and Task B LOL
Issue: 1	Date: 21 March 2024	Platform: Wildcat
JMS MRD Ref: LH21380		
Contract Title: Wildcat Tactical Processor and Security Enhanced-Data Transfer Unit (SE-DTU) Obsolescence		
<p><b>Terms &amp; Conditions:</b> 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 are not applicable: 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 701552388 Item 1 LOL Actuals shall not be post costed, DEFCON 812 (Edn 04/15), DEFCON 813 (Edn 12/14), DEFCON 814 (Edn 12/14) &amp; 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"><li><input type="checkbox"/> DEFCON 127 (Edn 12/14) Price Fixing Condition for Contracts of Lesser Value</li><li><input type="checkbox"/> DEFCON 605 (Edn 06/14) Financial Reports</li><li><input checked="" type="checkbox"/> DEFCON 653 (Edn 12/14) Pricing on Ascertained costs</li><li><input type="checkbox"/> DEFCON 643 (Edn 12/14) Price Fixing Non-Qualifying Contracts</li></ul> <p><u>Transport</u></p> <ul style="list-style-type: none"><li><input type="checkbox"/> DEFCON 621A (Edn 06/97) Transport (If the Authority Is Responsible For Transport)</li><li><input type="checkbox"/> DEFCON 621B (Edn 10/04) Transport (If Contractor Is Responsible For Transport)</li></ul> <p><u>Security</u></p> <ul style="list-style-type: none"><li><input type="checkbox"/> DEFCON 659A (Edn 02/17) Security Measures</li></ul> <p><u>Quality</u></p> <ul style="list-style-type: none"><li><input type="checkbox"/> DEFCON 602A (Edn 12/06) Quality Assurance (with Quality Plan)</li></ul> <p><u>Government Furnished Equipment</u></p> <ul style="list-style-type: none"><li><input type="checkbox"/> DEFSTAN 05-99 Issue 3 – Managing Government Furnished Equipment in Industry</li></ul> <p><u>Intellectual Property Rights</u></p> <ul style="list-style-type: none"><li><input type="checkbox"/> DEFCON 703 (Edn 08/13) - Intellectual Property Rights – Vested in the Authority</li><li><input type="checkbox"/> DEFCON 705 (Edn 11/02) Intellectual Property Rights – Research and Technology</li></ul> <p><u>Other</u></p> <ul style="list-style-type: none"><li><input type="checkbox"/> DEFCON 697 (Edn 07/13) Contractor on Deployed Operations (CONDO)</li><li><input type="checkbox"/> DEFCON 649 (Edn 12/16) Vesting</li><li><input type="checkbox"/> DEFCON 661 (Edn 10/06) War Risk Indemnity</li><li><input type="checkbox"/> DEFCON 656B (Edn 08/16) Termination For Convenience – Over £5M</li><li><input type="checkbox"/> DEFCON 76 (Edn 12/16) Contractor's Personnel at Government Establishments</li></ul> <p><u>DEFFORM</u></p> <ul style="list-style-type: none"><li><input type="checkbox"/> DEFFORM 177 (Edn 03/80) Design Rights and Patents (Subcontractor Agreement)</li><li><input type="checkbox"/> DEFFORM 315 (Edn 02/98) Contract Data Requirement</li></ul> <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"><li><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</li></ul>		
Specification/ Dependencies/ Deliverables		

MRD LH21380 – Issue 2.2 dated 19 March 2024.

Consignee: DES Wildcat-CapIns-Eng	Delivery / Completion Date: Item 1: On Payment of LOL Actuals Price Item 2: Delivery of Costed Proposal
Price: Item 1 – Redacted Under FOIA 2000 Section 43 Item 2 – Redacted Under FOIA 2000 Section 43 Total - Redacted Under FOIA 2000 Section 43	Category: Item 1 – Pegged/Firm Item 2 – Provisional/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: 21 March 2024	For Leonardo UK Ltd: Name: Redacted Under FOIA 2000 Section 40 Signature: Redacted Under FOIA 2000 Section 40 Date: 26 March 2024

Distribution:

DT PoC      DT Finance      DBS      MoD QA      GFA

## Further Information

Other Terms and Conditions:

### **ITEM 1: Limit of Liability – Task A Deliverables**

#### **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 2021 and 2022 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 and 2022 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 arrange 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 via the Authority's Defence Business Services at Liverpool.

### **ITEM 2: Limit of Liability LOL – Task B Proposal Preparation**

#### **Pricing**

Item 2 - The use of pegged rates in the Provisional Price shall be priced using the following agreed labour 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 provisional price is without prejudice or commitment to the agreement of the estimated 2022, 2023 and 2024 rates, the actual rates, future rates or to other pricing proposals. This pegged provisional price shall be adjusted ("unpegged") only to fully reflect the agreed final 2022, 2023 and 2024 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/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 acceptance of the 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 arrange 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 Defence Business Services at Liverpool.

#### **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.

#### Specification/ Dependencies/ Deliverables:

Item 1 – Wildcat Tactical Processor and Security Enhanced-Data Transfer Unit (SE-DTU) Obsolescence Task A Activity shall be contracted against the following:

- a) MRD LH21380 – Issue 2.2 dated 19 March 2024
- b) MRD Endorsement Document – 10.1 Approval to undertake Requirements Definition – LOL Value: **Redacted Under FOIA 2000 Section 43** issued in June 2021, and an additional LOL of **Redacted Under FOIA 2000 Section 43** issued in August 2022.

Item 1 – The Contractor Deliverables for Wildcat Tactical Processor and Security Enhanced-Data Transfer Unit (SE-DTU) Obsolescence Task A Activity are as follows:

- a) Presentation titled Wildcat TP obsolescence Technical Review as delivered by LDOUK in conjunction with **Redacted Under FOIA 2000 Section 43** to Wildcat Delivery Team Representatives and other MOD Stakeholders on 24 November 2021
- b) LDOUK Report LA92X0025W Issue 2 – Tactical Processor Subsystem Upgrade Report
- c) LPE\_SCE\_030\_22 - TP Obsolescence Options Costing Summary, dated 1st June 2022  
Points of Clarification, ref: 008\_20220131-LH21380- TP\_and\_SEDTU\_Actions\_and\_POCs LDOUK Response, sent from **Redacted Under FOIA 2000 Section 40** (LDOUK Comrcl) to **Redacted Under FOIA 2000 Section 40** (WDT Comrcl) on 25th April 2022

Item 2 – Wildcat Tactical Processor and Security Enhanced-Data Transfer Unit (SE-DTU) Obsolescence Task B LOL Proposal Preparation shall be contracted against the following:-

- a) MRD LH21380 – Issue 2.2 dated 19 March 2024
- b) MRD LH21380 Endorsement Documents – 10.1 Approvals to undertake Requirements Definition – LOL Values: **Redacted Under FOIA 2000 Section 43** signed in June 2021 and added **Redacted Under FOIA 2000 Section 43** signed on 29 February 2024.

Item 2 – The Contractor Deliverables for Wildcat Tactical Processor and Security Enhanced-Data Transfer Unit (SE-DTU) Obsolescence Task B LOL Proposal Preparation Activity shall be:

- a) The Preparation and Submission of a Firm Price Proposal for the Wildcat Tactical Processor and Security Enhanced-Data Transfer Unit (SE-DTU) Obsolescence Task B Proposal Requirement in accordance with MRD LH21380 – Issue 2.2 dated 19 March 2024.

Other: N/A

REDACTED