



Modifications Contracting Form

V1.2a
(09/08)

Contract No: 701554520		Contract Type: TASK B
Issue: 1	Date: 2 February 2023	Platform: Wildcat
JMS MRD Ref: LH20378		
Contract Title: Wildcat Instrument Standby Indicator System (ISIS) Obsolescence		
<p>Terms & Conditions: The Contract is subject to the Terms and Conditions of the Joint Modification Contracting Arrangement (JMCA), Document Number 700630373 (Amendment 10) dated Confirm date?</p> <p>Earned Value Management Level 5 has been applied. DEFCON 647 (Edn 5/21) Financial Management Information</p> <p>The following DEFCONs / DEFSTANs are applicable to the Contract as it is over £5M: DEFCON 800 (Edn 12/14), DEFCON 801 (Edn 12/14), DEFCON 802 (Edn 12/14), DEFCON 804 (Edn 03/15),</p> <p>In accordance with Section 2 of the Joint Modification Contracting Arrangement (JMCA), Document Number 700630373 (Amendment 10) dated confirm, 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 type="checkbox"/> DEFCON 653 (Edn 12/14) Pricing on Ascertained costs</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 checked="" 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 10 dated TBA) 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 V5 dated 14 July 2022 (to reflect MRD Issue No/Date after the CR)

Consignee:	Wildcat Capability Insertion Project Manager – In-Service Modifications	Delivery / Completion Date:	In accordance Project Schedule at Annex D to Contract
Price:	Item 1 – Redacted Under FOIA 2000 Section 43 (Ex VAT) (Proposal Prep LOL) = Total Redacted Under FOIA 2000 Section 43 (Ex VAT) Item 2 – Redacted Under FOIA 2000 Section 43 (Ex VAT) (Task B) Total – Redacted Under FOIA 2000 Section 43	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	Annex B – Government Furnished Assets Annex C – Points of Clarification (POCs) FINAL V8 Annex D – Schedule Annex E – EVM Milestone Plan DEFFORM 111	
For Ministry of Defence: Name: Redacted Under FOIA 2000 Section 40 Signature: (signed via email) Date: 1 Feb 2023		For Leonardo UK Ltd: Name: Redacted Under FOIA 2000 Section 40 Signature: Date:	

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

The use of these pegged rates in this firm price is without prejudice or commitment to the agreement of the estimated 2019 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 2027 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 initial authorised **Redacted Under FOIA 2000 Section 43** LOL) & **Redacted Under FOIA 2000 Section 43** (aligned to subsequent authorised uplift to **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

The profit rate of **Redacted Under FOIA 2000 Section 43** (QDC with a **Redacted Under FOIA 2000 Section 43** CRA) used in calculating the contract price has been agreed with the Capital Servicing Adjustment (CSA) element of the profit rate pegged at **Redacted Under FOIA 2000 Section 43** and is subject to future change. This pegged rate shall be adjusted ("unpegged") to reflect the agreed final CSA and subsequent contract profit rate. Such adjustment to be made within 4 weeks of the promulgation of the agreed rate.

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.

Specification/ Dependencies/ Deliverables:

Item 2 – Wildcat Requirement to provide a Instrument Standby Indicator System (ISIS) Obsolescence (Contract 701554520) LH20378 shall be contracted against the following:

- a) MRD No. LH20378 – Issue 1.05 – Dated 14 July 2022 *(to reflect MRD Issue No/Date after the CR)*
- b) Proposal Letter Ref: Leonardo UK Ltd re-validated Proposal UKGB/BM/HM/JMS/LYNX/VAR0019 dated 9 December 2022
- c) Technical Proposal PJT-568022 Issue 4 dated 8 January 2023
- d) Schedule – Document Number Version v2.7 dated 19 Jan 2023
- e) ProPricer CST-2021_0191 V9 & Various BOEs dated 9 Dec 2022
- f) Point of Clarifications (POCs) – FINAL ISSUE 8.1 dated 1 Feb 2023 (see Annex C to Contract)

Item 2 – The Contract Deliverables for Wildcat Requirement to Provide Instrument Standby Indicator System (ISIS)(Contract 701554520 LH20378) as per Schedule:

- a) MPF
- b) SSCAR
- c) Weight Statement
- d) DEF- STAN 00-970 Compliance Report (TCE)
- e) Certificate of Design
- f) Training Support Products
- g) Supply of GEN ISIS Assets
- h) Update to Technical Publications
- i) Modification Leaflet

Other: N/A