



Modifications Contracting Form

V1.2a
(09/08)

Contract No: 710626450		Contract Type: TASK B
Issue: 1	Date: 20 June 2025	Platform: Wildcat
JMS MRD Ref: LH23411		
Contract Title: Wildcat Main Rotor Head Mast		

Terms & Conditions:

The Contract is subject to the Terms and Conditions of the Joint Modification Contracting Arrangement (JMCA), Document Number 700630373 (Amendment 21) dated 24 April 2025.

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) Note: Contract 710626450 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)

In accordance with Section 2 of the Joint Modification Contracting Arrangement (JMCA), Document Number 700630373 (Amendment 21) dated 24 April 2025, the following Defence Conditions (DEFCONs) and Defence Standards (DEFSTANS) shall apply:

Price

- ☐ DEFCON 127 (Edn 08/21) Price Fixing Condition for Contracts of Lesser Value
- ☐ DEFCON 605 (Edn 06/14) Financial Reports
- ☒ DEFCON 653 (Edn 12/14) Pricing on Ascertained costs (**applicable to Item 1 - Limit of Liability**)
- ☐ DEFCON 643 (Edn 12/14) Price Fixing Non-Qualifying Contracts

Transport

- ☐ DEFCON 621A (Edn 06/97) Transport (If the Authority Is Responsible For Transport)
- ☐ DEFCON 621B (Edn 10/04) Transport (If Contractor Is Responsible For Transport)

Security

- ☐ DEFCON 659A (Edn 02/17) Security Measures

Quality

- ☐ DEFCON 602A (Edn 12/06) Quality Assurance (with Quality Plan)

Government Furnished Equipment

- ☐ DEFSTAN 05-99 Issue 3 – Managing Government Furnished Equipment in Industry

Intellectual Property Rights

- ☐ DEFCON 703 (Edn 08/13) - Intellectual Property Rights – Vested in the Authority
- ☐ DEFCON 705 (Edn 11/02) Intellectual Property Rights – Research and Technology

Other

- ☐ DEFCON 697 (Edn 07/13) Contractor on Deployed Operations (CONDO)
- ☐ DEFCON 649 (Edn 12/16) Vesting
- ☐ DEFCON 661 (Edn 10/06) War Risk Indemnity
- ☐ DEFCON 656B (Edn 08/16) Termination For Convenience – Over £5M
- ☐ DEFCON 76 (Edn 12/16) Contractor's Personnel at Government Establishments

DEFFORM

- ☐ DEFFORM 177 (Edn 03/80) Design Rights and Patents (Subcontractor Agreement)
- ☐ DEFFORM 315 (Edn 02/98) Contract Data Requirement

In accordance with Section 3 of the Joint Modification Contracting Arrangement (JMCA), Document Number 700630373 (Amendment 21 dated 24 April 2025) the following Defence Conditions (DEFCONs) and Defence Standards (DEFSTANS) shall apply:

- ☒ 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 LH23411 – Issue 1.0 dated 07 February 2024 Leonardo UK Ltd Proposal UKGB/BM/JM/JMS/WILDCAT/VAR029/0029 Revalidated dated 16 April 25.
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Consignee: DE&S Wildcat Delivery Team	Delivery / Completion Date: In accordance with Project Schedule at Annex B to Contract
Price: Item 1 - Redacted Under FOIA 2000 Section 43 on Actuals (Ex VAT) (Proposal Prep LOL) Item 2 - Redacted Under FOIA 2000 Section 43 (Ex VAT) (Task B) Total - Redacted Under FOIA 2000 Section 43 (Ex VAT)	Category: Item 1 – Firm/Pegged 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 – Technical SOW Annex C Project Schedule Annex D – Points of Clarification (POCs) FINAL DEFFORM 111
For Ministry of Defence: Name: Redacted Under FOIA 2000 Section 40 Signature: Date: 20 June 2025	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:

REDACTED

ITEM 1: (Limit of Liability LOL)

Pricing

Labour costs are based at the agreed 2021 Actual Rates. Escalation has been applied to the 2021 Actual Rate for 2020 onwards.

The use of these pegged rates in this firm price is without prejudice or commitment to the agreement of the estimated 2024 & 2025 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 estimated labour rates, such adjustment by the parties to be made within 4 weeks of the promulgation of each agreed rate. The use of the pegged rates in this firm price has been priced using the following agreed labour rates for the calculation of the LDOUK labour element:

Redacted Under FOIA 2000 Section 43

For clarification, the last promulgation with MoD was 2021. Years 2022 and 2023 have been based on an assessment of actual costs/rate claims but are considered to be pegged. Year 2024 has been escalated in accordance with the table below:

Redacted Under FOIA 2000 Section 43

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

Payment for Item 1 shall be made upon the acceptance of LOL Actuals cost by the Authority's Delivery Team Leader or his authorised delegated representative.

Following contract price 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

Labour costs are based at the agreed 2021 Actual Rates. Escalation has been applied to the 2021 Actual Rate for 2020 onwards.

The use of these pegged rates in this firm price is without prejudice or commitment to the agreement of the estimated 2024 & 2025 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 estimated labour rates, such adjustment by the parties to be made within 4 weeks of the promulgation of each agreed rate. The use of the pegged rates in this firm price has been priced using the following agreed labour rates for the calculation of the LDOUK labour element:

Redacted Under FOIA 2000 Section 43

For clarification, the last promulgation with MoD was 2021. Years 2022 and 2023 have been based on an assessment of actual costs/rate claims but are considered to be pegged. Year 2024 has been escalated in accordance with the table below:

Redacted Under FOIA 2000 Section 43

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.

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 for the Main Rotor Head Mast (Contract 710626450) shall be contracted against the following:

- a) MRD LH23410 – Issue 1.0 dated 07 February 2024
- b) Leonardo UK Ltd Proposal UKGB/BM/JM/JMS/WILDCAT/VAR029/0029 Revaliated dated 16 Apr 25
- c) Technical Proposal PJT-616370 Issue 2 dated 28 March 25
- d) Leonardo UK Ltd Project Schedule LH23411 Version 2 dated 10 April 25
- e) Leonardo UK Ltd Pro-Pricer CST_2024_0229 LH23411 Version 5
- f) Points of Clarification (POCs) FINAL Version 10 dated 16 May 2025.

Item 2 – The Contract Deliverables for Wildcat Requirement for Main Rotor Head Mast (Contract 710626450):

- a) Fully populated Modification Proposal Form (MPF)
- b) System Safety Change Assessment Report (SSCAR)
- c) Weight Statement
- d) Def-Stan 00-970 Compliance Report
- e) Certificate of Design
- f) Inclusion into the Compound Interactive Electronic Technical Publications (CIETP)

Other: N/A