



Ministry
of Defence

[REDACTED]
Wildcat Commercial

Defence Equipment & Support
Building 100, Centenary House
Leonardo MW Ltd, Box 146
Lysander Road
Yeovil
BA20 2YB
Tel: [REDACTED]
Email: [REDACTED]



Leonardo MW Limited
Lysander Road
YEOVIL
BA20 2YB

Your Reference:
LH20371 – LOL OEI Actuals – Dated 28th October 2020

Our Reference: 701210374

Attn: [REDACTED]

Date: 10th December 2020

Dear Sirs

OFFER OF CONTRACT FOR THE PROVISION OF WILDCAT – MITIGATION AGAINST INADVERTENT TAKE-OFF WITH ONE ENGINE INOPERATIVE (OEI) BRE (701210374) BETWEEN THE SECRETARY OF STATE FOR DEFENCE ACTING AS PART OF THE CROWN VIA WILDCAT DELIVERY TEAM (THE DEPARTMENT) AND LEONARDO MW LIMITED (THE SUPPLIER)

Reference A: Signed 10.1 - MRD Endorsement, Authorisation & Signatures – Dated 16th June 2020
Reference B: LOL OEI Actuals – Dated 28th October 2020

1. You are hereby informed of the Department's requirement and you are invited to accept the Offer of the Contract, in accordance with the references above, details of which are set out in the attached Modifications Contracting Form (MCF) - Issue 1. The MCF describes the requirements and sets out the contract terms and conditions which will take effect upon acceptance by you of the Department's offer.



3. As signatory to the Montreal Protocol on Substances that deplete the ozone layers, Her Majesty's Government is committed to the reduction of the production and consumption of those substances controlled under the Protocol. Therefore, Her Majesty's Government wishes to know which substances at Appendix 1 of the Contract are contained in the Articles the subject of this Offer of Contract. Accordingly, you must provide with your acceptance of this offer, a list specifying:
 - a. All Substances listed at Appendix 1 (adopting the nomenclature used therein) contained in the Articles (including packaging thereof) whether specified in the Contract, and

[REDACTED]

- b. The quantity of each of the substances at Appendix 1 contained in the Articles, and
 - c. Where in the Articles (including packaging) the substances listed at Appendix 1 are contained, or
 - d. If a specific list is not provided then your acceptance of Contract 701210374 will constitute that you have 'Nil Return' in respect of a, b. and c. above.
4. Due to the current COVID-19 pandemic, the Department proposes to enter into the above contract exceptionally by an exchange of emails rather than signing hard copies of the same. I confirm that I am authorised by the Department to accept the terms of the attached contract and this email expresses my intention to authenticate the contract.
5. Please arrange for a person the Supplier authorises to sign contracts on its behalf to confirm by email, from their own individual email account to [REDACTED] using the heading **Contract for the Wildcat – Mitigation against Inadvertent Take-Off with One Engine Inoperative (OEI) BRE (Contract Number: 701210374) between the Secretary of State for Defence acting as part of the Crown via Wildcat Delivery Team (the department) and Leonardo MW Limited (the Supplier)** that they are authorised by the Supplier to accept the terms of the attached contract on its behalf, that their email expresses their intention to authenticate the contract and that the Supplier agrees to be bound by those terms. The contract start date will be on acceptance of the Contract provided your authorised signatory returns their email to me before then. Until I receive your authorised signatory's email, the contract will not come into force.
6. A completed Montreal Protocol return as detailed at Paragraph 3 is to be returned to the Department at the address shown above.
7. Further to the above, LMWL 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. LMWL will continue to use reasonable endeavours to mitigate such impacts, however should they be adversely impacted LMWL 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.
8. When you have accepted the Department's offer in accordance with Paragraph 5 above, you should proceed with the performance of the Contract.

Yours sincerely,

Original Signed

[REDACTED]

Wildcat Commercial Officer

MONTREAL PROTOCOL SUBSTANCES

CFCs

Production of controlled CFCs has stopped.

CFC-11 (trichlorofluoromethane)

CFC-211

CFC-12 (dichlorodifluoromethane) CFC-212

CFC-13 CFC-213

CFC-111 CFC-214

CFC-112 CFC-215

CFC-113 (trichlorotrifluoroethane) CFC-216

CFC-114 (dichlorotetrafluoroethane) CFC-216

CFC-115 (chloropentafluoroethane)

The above substances are also used in blends:

e.g. CFC-500 (CFC-12/HFC-152a)

CFC-502 (CFC-115/HCFC-22)

Halons

Production of controlled Halons has stopped

Halon-1211 (bromochlorodifluoromethane – BCF)

Halon-1301 (bromotrifluoromethane – BTM)

Halon-2402

HBFCs

No production after 31 Dec 1995

CHFBr ₂	C ₂ H ₂ F ₂ Br ₂	C ₃ HF ₄ Br ₃	C ₃ H ₃ F ₂ Br ₃
CHF ₂ Br	C ₂ H ₂ F ₃ Br	C ₃ HF ₅ Br ₂	C ₃ H ₃ F ₃ Br ₂
CH ₂ FBr	C ₂ H ₃ FBr ₂	C ₃ HF ₆ Br	C ₃ H ₃ F ₄ Br
C ₂ H ₃ F ₂ Br	C ₃ H ₂ FBr ₅	C ₃ H ₄ FBr ₃	C ₂ HFBr ₄
C ₂ H ₄ FBr	C ₃ H ₂ F ₂ Br ₄	C ₃ H ₄ F ₂ Br ₂	C ₂ HF ₂ Br ₃
C ₃ H ₂ F ₃ Br ₃	C ₃ H ₄ F ₃ Br	C ₂ HF ₃ Br ₂	C ₃ HFBr ₆
C ₃ H ₂ F ₄ Br ₂	C ₃ H ₅ FBr ₂	C ₂ HF ₄ Br	C ₃ HF ₂ Br ₅
C ₃ H ₂ F ₅ Br	C ₃ H ₅ F ₂ Br		



HCFCs

Production to be run down and phased out by 2015. Certain use controls apply.

HCFC-21	HCFC-141	HCFC-225ca	HCFC-243
HCFC-22	HCFC-141b	HCFC-225cb	HCFC-244
HCFC-31	HCFC-142	HCFC-226	HCFC-251
HCFC-121	HCFC-142b	HCFC-231	HCFC-252
HCFC-122	HCFC-151	HCFC-232	HCFC-253
HCFC-123	HCFC-221	HCFC-233	HCFC-261
HCFC-124	HCFC-222	HCFC-234	HCFC-262
HCFC-131	HCFC-223	HCFC-235	HCFC-271
HCFC-132	HCFC-224	HCFC-241	HCFC-133
HCFC-225	HCFC-242		

CARBON TETRACHLORIDE (CCl₄) – Production has stopped

1, 1, 1 – TRICHLOROETHANE (C₂H₃Cl₃) – No production after 1/12/95

METHYL BROMIDE (CH₃Br) – Production limits apply

Contract No: 701210374		Contract Type: [REDACTED]
Issue: 1	Date: 10 th December 2020	Platform: Wildcat
JMS MRD Ref: LH20371		
Contract Title: WILDCAT – MITIGATION AGAINST INADVERTENT TAKE-OFF WITH ONE ENGINE INOPERATIVE (OEI) BRE		

Terms & Conditions:

The Contract is subject to the Terms and Conditions of the Joint Modification Contracting Arrangement (JMCA), Document Number 700630372 (Amendment 2), dated 17th August 2020.

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 701210374 (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).

In accordance with Section 2 of the Joint Modification Contracting Arrangement (JMCA), Document Number 700630372 (Amendment 2), dated 17th August 2020 the following Defence Conditions (DEFCONs) and Defence Standards (DEFSTANs) shall apply:

Price

- ☒ DEFCON 127 (Edn 12/14) Price Fixing Condition for Contracts of Lesser Value
- ☐ DEFCON 605 (Edn 06/14) Financial Reports
- ☒ DEFCON 653 (Edn 12/14) Pricing on Ascertained costs (**Authorised Limit of Liability agreed at [REDACTED] only – MRD Signature Sheet 10.1 – Dated 16th June 2020**)
- ☐ 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 07/17) Security Measures

Quality

- ☐ DEFCON 602A (Edn 12/17) 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 700630372 (Amendment 2), dated 17th August 2020 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 LH20371 – Issue 1.01 dated 11 th September 2020	
Consignee: [REDACTED]	Delivery / Completion Date: 31 st December 2020	
Price: [REDACTED] Total - [REDACTED]	Category: Item 1 – [REDACTED]	
Payment: As detailed at Annex A - Milestone Payment Plan	Further Info: See Overleaf	
Attachments: Annexes ** Annex A – Milestone Payment Plan DEFFORM 111		
For Ministry of Defence: Name: [REDACTED] Signature: Date: 10 th December 2020		For Leonardo MW Ltd: Name: [REDACTED] Signature: Date: December 2020

DT PoC

DT Finance

Distribution:
DBS

MoD QA

GFA

Further Information

Other Terms and Conditions:

PRICING

Item 1



PAYMENT

Item 1



Further Information

Other Terms and Conditions:

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

[REDACTED]

[REDACTED]

MILESTONE PAYMENT PLAN

ITEM NUMBER	MILESTONE NUMBER	MILESTONE DESCRIPTION	ACCEPTANCE CRITERIA	DUE DATE	PRICE (£) EX VAT
1	1			On Acceptance of Contract	
				TOTAL	

Appendix - Addresses and Other Information

1. Commercial Officer

Name:

Address: DE&S, Wildcat DT, 1st Floor - West Wing, Centenary House, PO Box 146, Leonardo Helicopters, Lysander Road, Yeovil BA20 2YB

Email:



8. Public Accounting Authority

1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets In Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5397

2. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD
☎ 44 (0) 161 233 5394

2. Project Manager, Equipment Support Manager or PT Leader (from whom technical information is available)

Name:

Address: DE&S, Wildcat DT, 1st Floor - West Wing, Centenary House, PO Box 146, Leonardo Helicopters, Lysander Road, Yeovil BA20 2YB

Email:



9. Consignment Instructions

The items are to be consigned as follows:
N/A.

3. Packaging Design Authority

Organisation & point of contact:

N/A

(Where no address is shown please contact the Project Team in Box 2)



10. Transport. The appropriate Ministry of Defence Transport Offices are:

A. DSCOM. DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH

Air Freight Centre

IMPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

EXPORTS ☎ 030 679 81113 / 81114 Fax 0117 913 8943

Surface Freight Centre

IMPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

EXPORTS ☎ 030 679 81129 / 81133 / 81138 Fax 0117 913 8946

B. JSCS

JSCS Helpdesk No. 01869 256052 (select option 2, then option 3)

JSCS Fax No. 01869 256837

www.freightcollection.com

4. (a) Supply / Support Management Branch or Order Manager:

Branch/Name: N/A



(b) U.I.N.

11. The Invoice Paying Authority

Ministry of Defence

☎ 0151-242-2000

DBS Finance

Walker House, Exchange Flags

Fax: 0151-242-2809

Liverpool, L2 3YL

Website is:

<https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing>

5. Drawings/Specifications are available from

N/A

6. Intentionally Blank

12. Forms and Documentation are available through *:

Ministry of Defence, Forms and Pubs Commodity Management

PO Box 2, Building C16, C Site

Lower Arncott

Bicester, OX25 1LP (Tel. 01869 256197 Fax: 01869 256824)

Applications via fax or email:

Leidos-FormsPublications@teamleidos.mod.uk

7. Quality Assurance Representative:

Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions.

AQAPS and **DEF STANS** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk/> [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].

* NOTE

1. Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site:

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>

2. If the required forms or documentation are not available on the MOD Internet site requests should be submitted through the Commercial Officer named in Section 1.

