



## Modifications Contracting Form

V1.2a  
(09/08)

Contract No: 701543401		Contract Type: Proposal Preparation Costs
Issue: 1	Date: 13 January 2022	Platform: Wildcat & Merlin
JMS MRD Ref: LH20370 & LH20370CA1		
Contract Title: Wildcat & Merlin KY-100 ECU-M Replacement BRE Proposals		
<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 6) dated 1<sup>st</sup> 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 701543401 (Proposal Preparation Costs) 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 6) dated 1<sup>st</sup> 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</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 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 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 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 1<sup>st</sup> 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 LH20370 Issue 1.00 dated 08 February 2021 MRD LH20370CA1 Issue 1.01 dated 16 February 2021 Leonardo UK Ltd BRE Proposals Ref UKGB/BM/HM/JMS/LYNX/VAR005/0002 dated 28 May 2021 and UKGB/BM/CT/JMS/MERLIN/1419 dated 02 August 2021	

Consignee: DES Wildcat-CapIns-PM1		Delivery / Completion Date: On payment of Item 1 by the Authority.	
Price: Item 1 - <span style="background-color: yellow;">[REDACTED]</span> Under FOIA 2000 Section 43 (LofL Actuals) Total - <span style="background-color: yellow;">[REDACTED]</span> Under FOIA 2000 Section 43 (Ex VAT)		Category: Item 1 – Firm/Pegged	
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: <span style="background-color: yellow;">[REDACTED]</span> Under FOIA 2000 Section 40 Signature: (signed via email) Date: 13 January 2022		For Leonardo UK Ltd: Name: <span style="background-color: yellow;">[REDACTED]</span> Under FOIA 2000 Section 40 Signature: Date: 13 January 2022	

Distribution:

DT PoC      DT Finance      DBS      MoD QA      GFA

## Further Information

### Other Terms and Conditions:

#### **Pricing**

Item 1 - Redacted Under FOIA 2000 Section 43

#### **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 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.

#### **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.