



Ministry  
of Defence

Wildcat Delivery Team Commercial

Defence Equipment & Support  
Building 100, Centenary House  
Leonardo MW Ltd, Box 100  
Lysander Road  
Yeovil  
BA20 2YB

Tel: [REDACTED]  
Email: [REDACTED]



Leonardo MW Limited (LMWL)  
UK Government Business Unit  
Box 85  
Lysander Road  
YEOVIL  
BA20 2YB

Your Reference:

Our Reference:  
700601381

Date: 17<sup>th</sup> June 2020

Attn: [REDACTED]

Dear [REDACTED]

**CONTRACT FOR THE PROVISION OF A\* PACK PERSONAL LIFE RAFT INSTALLATION CLEARANCE (PHASE 1) (CONTRACT NUMBER: 700601381) BETWEEN THE SECRETARY OF STATE FOR DEFENCE ACTING AS PART OF THE CROWN VIA WILDCAT DELIVERY TEAM (THE DEPARTMENT) AND LEONARDO MW LIMITED (LMWL) (THE SUPPLIER)**

References

- A: LMWL – Email - Limit of Liability Request ([REDACTED]) dated 19<sup>th</sup> March 2020
- B: JMS Modification Requirements Document (MRD) – LH20365. Issue 1.0 dated 16<sup>th</sup> June 2020
- C: Point of Clarification email (20200616 - LH20365 A\* pack - POCs Closed) – Dated 16<sup>th</sup> June 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.

2. At Reference A, LMWL requested a total Limit of Liability (LoL) of [REDACTED] to complete the work packages detailed within the MRD as at Reference B and Reference C. On acceptance of this Contract, the Authority agrees to release the total Limit of Liability (LoL) of [REDACTED]. The complete work package is hereby contracted under the attached JMS MCF (Item 1), with the Milestone Payment Plan at Annex A. [REDACTED] and subject to agreement of actual costs in accordance with DEFCON 653 (Edn 12/14) **up to the agreed total LoL value of [REDACTED] ex VAT.** [REDACTED]

[REDACTED]

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
- 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 700601381 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 **Beverley.Finch679@mod.gov.uk** using the heading **Contract for the provision of A\* Pack Personal Life Raft Installation Clearance (Phase 1) (Contract Number: 700601381) 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. [REDACTED]

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*

Beverley Finch  
Wildcat Delivery Team – Commercial Manager

## **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**

CH <sub>2</sub> FBr <sub>2</sub>	C <sub>2</sub> H <sub>2</sub> F <sub>2</sub> Br <sub>2</sub>	C <sub>3</sub> H <sub>2</sub> F <sub>4</sub> Br <sub>3</sub>	C <sub>3</sub> H <sub>3</sub> F <sub>2</sub> Br <sub>3</sub>
CH <sub>2</sub> F <sub>2</sub> Br	C <sub>2</sub> H <sub>2</sub> F <sub>3</sub> Br	C <sub>3</sub> H <sub>2</sub> F <sub>5</sub> Br <sub>2</sub>	C <sub>3</sub> H <sub>3</sub> F <sub>3</sub> Br <sub>2</sub>
CH <sub>2</sub> FBr	C <sub>2</sub> H <sub>3</sub> FBr <sub>2</sub>	C <sub>3</sub> H <sub>2</sub> F <sub>6</sub> Br	C <sub>3</sub> H <sub>3</sub> F <sub>4</sub> Br
C <sub>2</sub> H <sub>3</sub> F <sub>2</sub> Br	C <sub>3</sub> H <sub>2</sub> FBr <sub>5</sub>	C <sub>3</sub> H <sub>4</sub> FBr <sub>3</sub>	C <sub>2</sub> H <sub>2</sub> FBr <sub>4</sub>
C <sub>2</sub> H <sub>4</sub> FBr	C <sub>3</sub> H <sub>2</sub> F <sub>2</sub> Br <sub>4</sub>	C <sub>3</sub> H <sub>4</sub> F <sub>2</sub> Br <sub>2</sub>	C <sub>2</sub> H <sub>2</sub> F <sub>2</sub> Br <sub>3</sub>
C <sub>3</sub> H <sub>2</sub> F <sub>3</sub> Br <sub>3</sub>	C <sub>3</sub> H <sub>4</sub> F <sub>3</sub> Br	C <sub>2</sub> H <sub>2</sub> F <sub>3</sub> Br <sub>2</sub>	C <sub>3</sub> H <sub>2</sub> FBr <sub>6</sub>
C <sub>3</sub> H <sub>2</sub> F <sub>4</sub> Br <sub>2</sub>	C <sub>3</sub> H <sub>5</sub> FBr <sub>2</sub>	C <sub>2</sub> H <sub>2</sub> F <sub>4</sub> Br	C <sub>3</sub> H <sub>2</sub> F <sub>2</sub> Br <sub>5</sub>
C <sub>3</sub> H <sub>2</sub> F <sub>5</sub> Br	C <sub>3</sub> H <sub>5</sub> F <sub>2</sub> 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 (CCl<sub>4</sub>) – Production has stopped

1, 1, 1 – TRICHLOROETHANE (C<sub>2</sub>H<sub>3</sub>Cl<sub>3</sub>) – No production after 1/12/95

METHYL BROMIDE (CH<sub>3</sub>Br) – Production limits apply



## Modifications Contracting Form (Task B)

Contract No: 700601381		Contract Type: Task B <span style="background-color: black; color: black;">[REDACTED]</span>						
Issue: 1	Date: 17 <sup>th</sup> June 2020	Platform: Wildcat						
JMS MRD Ref: LH20365								
Contract Title: A* Pack Personal Life Raft Installation Clearance (Phase 1)								
<p>Terms &amp; Conditions:</p> <p>The Contract is subject to the Terms and Conditions of the Joint Modification Contracting Arrangement (JMCA), Document Number HELSS/0066 dated 22<sup>nd</sup> May 2018.</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), Note: Contract 700601381 shall not be post costed), DEFCON 813 (Edn 12/14)</p> <p>In accordance with Section 2 of the Joint Modification Contracting Arrangement (JMCA), Document Number HELSS/0066 dated 22<sup>nd</sup> May 2018 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 <span style="background-color: black; color: black;">[REDACTED]</span></li> <li><input type="checkbox"/> DEFCON 643 (Edn 12/14) Price Fixing (Non-qualifying contracts)</li> <li><input type="checkbox"/> DEFCON 647 (Edn 09/13) Financial Management Information</li> <li><input type="checkbox"/> DEFCON 695 (Edn 12/14) Contract Cost Statement Post Costing (Non-Qualifying Contract)</li> <li><input type="checkbox"/> DEFCON 812 (Edn 04/15) Single Source Open Book</li> <li><input type="checkbox"/> DEFCON 814 (Edn 12/14) Single Source Confidentiality of Open Book and Reporting Information</li> <li><input type="checkbox"/> DEFCON 815 (Edn 04/15) Single Source 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 checked="" 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 11/14) 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 checked="" type="checkbox"/> DEFSTAN 05-99 Issue 3 – Managing Government Furnished Equipment in Industry</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 07/99) Vesting</li> <li><input type="checkbox"/> DEFCON 661 (Edn 10/06) War Risk Indemnity</li> <li><input checked="" type="checkbox"/> DEF-STAN 00-055 Part 1 Issue 4 - Requirements for Safety of Programmable Elements in Defence Systems</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 HELSS/0066, dated 22<sup>nd</sup> May 2018 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>								
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;">Specification/</td> <td style="width: 70%;">- MRD LH20365 – Issue 1.00 dated 16<sup>th</sup> June 2020</td> </tr> <tr> <td>Dependencies/</td> <td>- Milestone Payment Plans at Annex A</td> </tr> <tr> <td>Deliverables</td> <td>- Government Furnished Equipment (GFE) listed at Annex B</td> </tr> </table>			Specification/	- MRD LH20365 – Issue 1.00 dated 16 <sup>th</sup> June 2020	Dependencies/	- Milestone Payment Plans at Annex A	Deliverables	- Government Furnished Equipment (GFE) listed at Annex B
Specification/	- MRD LH20365 – Issue 1.00 dated 16 <sup>th</sup> June 2020							
Dependencies/	- Milestone Payment Plans at Annex A							
Deliverables	- Government Furnished Equipment (GFE) listed at Annex B							

Consignee: <span style="background-color: black; color: black;">[REDACTED]</span>		Delivery / Completion Date: Item 1 (Task B): October 2020
Price: (Ex VAT)	Item 1 - <span style="background-color: black; color: black;">[REDACTED]</span> <b>Total:</b> <span style="background-color: black; color: black;">[REDACTED]</span>	Category: <span style="background-color: black; color: black;">[REDACTED]</span>

Payment:	Annex A - Milestone Payment Plan	Further Info:	See Overleaf
Attachments:	Appendix 1 – Montreal Protocol Substances Annexes A – Milestone Payment Plan Annex B – GFX DEFFORM 111		
For Ministry of Defence: Name: <span style="background-color: black; color: black;">[REDACTED]</span> Signature: <i>Original Signed</i> Date: June 2020		For Leonardo MW Ltd: Name: <span style="background-color: black; color: black;">[REDACTED]</span> Signature: Date: June 2020	

Distribution:

DT PoC      DT Finance      DBS      MoD QA      GFA

<b>Further Information</b>
Other Terms and Conditions:
<b><u>ITEM 1 (TASK B – PHASE 1):</u></b>
<b><u>PAYMENT</u></b>
ITEM 1 – [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
<b><u>PRICING</u></b>
<b><u>ITEM 1</u></b>
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
<b><u>ITEM 1 ONLY</u></b>
[REDACTED]
[REDACTED]

Specification/ Dependencies/ Deliverables:

**TASK B**

**Item 1 – Wildcat A\* Pack Personal Life Raft Installation Clearance (Phase 1) (Contract 700601381) shall be contracted against the following:**

- a) MRD LH20365 – Issue 1.00 dated 16<sup>th</sup> June 2020
- b) Point of Clarification email (20200616 - LH20365 A\* pack - POCs Closed) – Dated 16<sup>th</sup> June 2020

**Item 1 – The Contract Deliverables for the Wildcat A\* Pack Personal Life Raft Installation Clearance (Phase 1) (Contract 700601381) shall be:**

[REDACTED]

Other:

**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**

[REDACTED]



**LEONARDO MW LIMITED CAVEATS, ASSUMPTIONS, RISKS AND EXCLUSIONS**

The following CAREs are applicable to this proposal:

ID	CARE	Description
1	Caveat	[REDACTED]
2	Caveat	[REDACTED]
3	Caveat	[REDACTED]
4	Caveat	[REDACTED]
5	Caveat	[REDACTED]
6	Assumption	[REDACTED]
7	Assumption	[REDACTED]
8	Assumption	[REDACTED]
9	Assumption	[REDACTED]
10	Assumption	[REDACTED]
11	Assumption	[REDACTED]
12	Assumption Applicable to Part 1	[REDACTED]
13	Assumption Applicable to Part 1	[REDACTED]
14	Assumption Applicable to Part 1	[REDACTED]
15	Assumption Applicable to Part 1	[REDACTED]

16	Exclusion	
17	Exclusion	
18	Exclusion	
19	Exclusion	
20	Exclusion	
21	Exclusion	
22	Exclusion	

**ITEM 1 (TASK B - PHASE 1) - MILESTONE PAYMENT PLAN**

<b>MILESTONE NUMBER</b>	<b>MILESTONE DESCRIPTION</b>	<b>DUE DATE</b>	<b>PROVISIONAL (£) EX VAT VALUE</b>	<b>PRICING CATEGORY</b>	<b>TECHNICAL ACCEPTANCE CRITERIA</b>
1		May-20			

Annex B to  
Contract: 700601381  
A\* Pack (LH20365)  
Dated: 17th June 2020

**GOVERNMENT FURNISHED EQUIPMENT (ITEM 1)**

NUMBER	DESCRIPTION	Q T Y	NSN	PART NUMBER	LOAN FROM	LOAN TO	GFE CATEGORY
1		1			On Contract Acceptance	On Contract Completion	CSI

CEI	Contract Embodiment Item
CSI	Contract Support Item
CWI	Contract Work Item

## Appendix - Addresses and Other Information

### 1. Commercial Officer

Name: DES Wildcat-Comrc19

Address: DE&S, Wildcat Delivery Team, 1st Floor - West Wing, Centenary House, Box 100, 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: DES Wildcat-CapIns-PM2

Address: DE&S, Wildcat Delivery Team, 1st Floor - West Wing, Centenary House, Box 100, Leonardo Helicopters, Lysander Road, Yeovil BA20 2YB

Email:



### 9. Consignment Instructions

The items are to be consigned as follows:

Please contact the Wildcat DT Project Manager as identified at Box 2.

### 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](http://www.freightcollection.com)

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

Branch/Name: N/A



#### **(b) U.I.N.**

### 5. Drawings/Specifications are available from

N/A

### 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>

### 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 Arncliffe

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

**Applications via fax or email:**

[Leidos-FormsPublications@teamleidos.mod.uk](mailto:Leidos-FormsPublications@teamleidos.mod.uk)

### 7. Quality Assurance Representative:

DES Wildcat SftyEnvironment

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.

