



Modifications Contracting Form

V1.2a
(09/08)

Contract No: 708362450		Contract Type: Task B	
Issue: 1	Date: 18 November 2025	Platform: Wildcat	
JMS MRD Ref: LH22392			
Contract Title: Wildcat Tactical Data Link (TDL) Phase 3 Embodiment			
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. Earned Value Management Level 3 Lite has been applied. The following DEFCONs/DEFSTANs are applicable to the Qualifying Defence Contract (QDC) (over £5M): DEFCON 800 (Edn 12/14), DEFCON 801 (Edn 12/14) DEFCON 802 (Edn 12/14) & DEFCON 804 (Edn 03/15) DEFCON 565 (Edn 12/24) – applicable to Tier 1 suppliers only. 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:			

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)

Note: The Contractor is responsible for transport as contracted under LXCOMM/0001 Wildcat Integrated Support and Training (WIST) Contract iaw DEFCON 621B.

Security

- DEFCON 659A (Edn 09/21) Security Measures

Quality

- DEFCON 602A (Edn 04/23) Quality Assurance

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 02/22) 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

Specification/ Dependencies/ Deliverables MRD LH22392 v3 - dated 18 Nov 2025
 Annex A – Statement of Work, PJT 633157, Issue 1, dated 19 Aug 2025 ^{1*}
 Annex B – Project Schedule, PJT-632869, Issue 2 (amended), dated 14 Nov 2025
 Annex C – Government Furnished Assets (GFA) ^{2**}
 Annex M – c-SRD, LA91S0006W, Issue 5, dated 16 July 2025 *

Consignee:	Wildcat Capability Insertion Project Lead – In-Service Modifications	Delivery / Completion Date: In accordance with Project Schedule at Annex B to Contract
Price:	<i>Redacted Under FOIA 2000 Section 43</i>	Category: Item 1 – Task B - Firm/Pegged Item 2 – Task B – Provisional Item 3 – Task B - Aircraft Services – Firm/pegged Item 4 – ATE Post Prototype Phase – Provisional/Pegged
Payment:	As detailed at Annex D - Milestone Payment Plan (MPP)	Further Info: See Other Terms and Conditions below
Attachments:	<i>Redacted Under FOIA 2000 Section 26</i>	

¹ Where an * is denoted, these are to be uplifted to align with POC agreements. These will be incorporated at Contract Amendment 1.

² Where an ** is denoted, these currently form part of Contract 702427451 TDL Phase 1/Interim and will transfer to Phase 3 when fully agreed.

For Ministry of Defence: Name: Redacted Under FOIA 2000 Section 40 Commercial Executive & Deputy Head of Commercial Air Rotary and UAS Signature: Date: 18 November 2025	For Leonardo UK Ltd: Name: Signature: Date:
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Distribution:

DT PoC DT Cost Control MoD QA GFA Mgr

Further Information
Other Terms and Conditions:

REDACTED

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.
- DEFSTAN 05-061, Part 1, Issue 7 (Issue 6 in JMCA) (Quality Assurance Procedural Requirements)
- DEFSTAN 05-061, Part 9, Issue 6 (Issue 5 in JMCA) (Quality Assurance Procedural Requirements)
- DEFSTAN 00-600, Part 1 (Integrated Logistics Support Requirements) Annex A, Table A4 only
- DEFCON 602C (Edn 04/23) - Quality Assurance (with Quality Plan and QA Information)

Pricing for Item 1 Task B

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

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.

Pricing for Item 2

Redacted Under FOIA 2000 Section 43

Pricing for Item 4

Redacted Under FOIA 2000 Section 43

Payment for Item 1 Task B

Payment for Item 1 shall be claimed upon completion of the work to the satisfaction of the Project Team Leader or his authorised delegated representative and in accordance with the Milestone Payment Plan at Annex D.

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 within 15 Business Days of the date of Contract. The Contractor shall duly submit its invoice for the contracted total price and provide the Authority's Project Lead 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 Lead shall confirm completion of the relevant PO requirement and then arrange for the receipting of PO on CP&F. If the PO, Invoice and Receipt value(s) match on CP&F then automated payment will be made to the Contractor electronically via the Authority's Bill Paying Authority at Liverpool

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.

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

Royalties and Licences

In the event that royalty payments or licences to manufacture are required to enable performance of the Contract, the Contractor shall be responsible for making whatever arrangements are necessary to obtain such agreements and pay any fees levied. The cost of any such fees or agreements shall be included within the Contractor's price. The Authority will not become involved in any dispute or negotiation over the settling of royalty payments or manufacturing licences.

Provision of Financial Data and Earned Value Management (EVM) Annex K

The level of EVM to be applied to this contract is Level 3 in accordance with the Project Controls Guide. The EVMP will be updated accordingly to reflect the reporting requirement.

Limitations of Contractor Liability (LofCL) Annex H

Redacted Under FOIA 2000 Section 43

Specification/ Dependencies/ Deliverables:

Item 1 – Wildcat Tactical Data Link (TDL) (Contract 708362450) LH22392 shall be contracted against the following:

Redacted Under FOIA 2000 Section 43

Other: N/A