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complete the Intercept and Escort Craft(s) elsewhere in accordance with this Contract.

66.1.3. upon giving prior written notice of such to the Contractor.

66.2. In the event that the Contract is terminated in accordance with Condition 14 (Termination for Contractor Default) all reasonable costs and expenses incurred by the Authority in exercising its rights in accordance with Clause 66.1 and completing the MOD Boats Form 2010A to Schedule 5B (Take-On Take-Off and Acceptance – Type B) or MOD Boats Form 2010A to Schedule 5C (Take-On Take Off and Acceptance – Type A) or a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) elsewhere shall be deducted from any outstanding payments to be made to the Contractor if the same be sufficient and if the same is not sufficient shall be made good by the Contractor on demand.

66.3. This Condition shall not apply if the Contractor has commenced action under DEFCON 530 (Dispute Resolution) at any time prior to the Authority exercising its rights in accordance with Clause 66.1.

67. Financial Consequences of Termination

Termination for Contractor Default

67.1. Where the Authority has terminated this Contract pursuant to Condition 14 (Termination for Contractor Default) the Contractor shall, in respect of any MOD Boats Form 2010A to Schedule 5B (Take-On Take-Off and Acceptance – Type B) or MOD Boats Form 2010A to Schedule 5C (Take-On Take Off and Acceptance – Type A) or a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) that have not been accepted, but terminated by the Authority, promptly refund to the Authority the full amount of sums paid by the Authority to the Contractor under Condition 12 (Payment).

67.2. Where the Authority has exercised its right to Take Over/Tow-Out Option in accordance with Condition 66, the Authority shall not be entitled to a refund in accordance with Clause 67.1 and the financial consequences shall be dealt with in accordance with Condition 67.

67.3. Notwithstanding the refund of instalment payments in accordance with Clause 67.1, the Authority may elect to pay the Contractor for some or all of the Contractor Deliverables at prices to be agreed by the Parties.

67.4. Where the Authority is entitled to terminate this Contract pursuant to DEFCON 520 (Corrupt Gifts and Payments of Commission), the Authority shall, in addition to its rights set out in Clause 67.1 above (but without any double-counting) be entitled to:

67.4.1. recover from the Contractor the amount of any loss resulting from such termination;

67.4.2. where this Clause 67.4 applies but this Contract has not been terminated, to recover from the Contractor any other loss sustained as a result of such breach,

and any recovery action taken against any UK Government employee shall be without prejudice to any recovery action taken against the Contractor pursuant to this Condition.

Termination for Convenience - under £5M)

67.5. Where this Contract is terminated pursuant to DEFCON 656A (Termination for Convenience – Under £5M), then in addition to the provisions of DEFCON 656A, the provisions of Clause 67.6 below shall also apply.

67.6. The Authority shall not be liable under DEFCON 656A (Termination for Convenience – Under £5M) to pay any sum which;

67.6.1. would be claimable under any insurance held (or required to be held) by the Contractor, but for the fact that the Contractor has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy, or has failed to take out or maintain any insurance that it is required to take out and/or maintain; or

67.6.2. When added to any sums already paid or due to the Contractor under this Contract, exceeds the total sum that would have been payable to the Contractor if this Contract had not been terminated pursuant to DEFCON 656A (Termination for Convenience – Under £5M).

Termination for a Permissible Delay

67.7. Where this Contract is terminated pursuant to Condition 65 (Termination for a Permissible Delay), the provisions of Clauses 67.8 to 67.10 below shall apply.

67.8. Subject to Clause 67.9 below, where the Contract has been determined in accordance with Condition 65 (Termination for a Permissible Delay) the Contractor shall promptly refund to the Authority the full amount of sums paid by the Authority to the Contractor under Condition 12 (Payment).

67.9. The Contractor shall only be entitled to be paid from the sums refunded to the Authority in accordance with Clause 67.8 for any aspect of the Contractor Deliverables that it has, as at the Termination Date, delivered to the Authority in accordance with the Contract (subject to any other provisions of this Contract affecting the level of such payment).

67.10. The Authority shall not be entitled to a refund under Clause 67.8 above where:

67.10.1. the permissible delay is caused entirely by an act or omission of the Authority; or

67.10.2. the Authority has exercised its right to Take Over/Tow-Out in accordance with Clause 66.1 above.

Miscellaneous Provisions

67.11. Each Party shall pay to the other any amounts payable pursuant to Condition 67 within twenty (20) Business Days of the Termination Date (or, if later, within twenty (20) Business Days of the amount being identified by both Parties as being payable, where it was not possible to determine on the Termination Date that such amount was payable).

67.12. Any payment made by the Authority to the Contractor or by the Contractor to the Authority, pursuant to this Condition 67 shall be in full satisfaction of the liability of the paying Party and shall be the sole remedy of the receiving Party in relation to this Condition 67.

68. DEFFORM 711 – Notification of Intellectual Property Rights (IPR) Restrictions

68.1. Where any of the conditions listed below (68.1.1 to 68.1.4) form part of the terms and conditions of the Contract or where other similar notification obligations exist, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those conditions, or of which the Contractor is or should reasonably be aware as at the date of the Contract, are disclosed in DEFFORM 711, attached at Schedule 17 (DEFFORM 711 – Notification of Intellectual Property Rights (IPR) Restrictions to the Contract).

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- 68.1.1. DEFCON 15 - (including notification of any self-standing background Intellectual Property).
 - 68.1.2. DEFCON 90 - including copyright material supplied under clause 5.
 - 68.1.3. DEFCON 91 - limitations of Deliverable Software under clause 3b.
 - 68.1.4. DEFCON 632 - notifications under clause 1.
- 68.2. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in DEFFORM 711.
- 68.3. Any amendment to DEFFORM 711 shall be made in accordance with DEFCON 503.

69. Limitations on Liability

Definitions

- 69.1. In this Condition **Error! Reference source not found.** the following words and expressions shall have the meanings given to them, except where the context requires a different meaning:

“Charges” means any of the charges for the provision of the Services, Contractor Deliverables and the performance of any of the Contractor’s other obligations under this Contract, as determined in accordance with this Contract;

“Data Protection Legislation” means all applicable Law in force from time to time in the UK relating to the processing of personal data and privacy, including but not limited to:

- (1) UK GDPR;
- (2) DPA 2018; and
- (3) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) as amended, each to the extent that it relates to the processing of personal data and privacy;

“Default” means any breach of the obligations of the relevant Party (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party, its employees, servants, agents or subcontractors in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other. In no event shall a failure or delay in the delivery of an Authority responsibility or an activity to be carried out by the Authority or its representatives in accordance with the Contract be considered a Default;

‘DPA 2018’ means the Data Protection Act 2018;

“Law” means any applicable law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, regulation, order, regulatory policy, mandatory guidance or code of practice judgment of a relevant court of law, or directives or requirements of any regulatory body, delegated or subordinate legislation or notice of any regulatory body;

“Service Credits” means the amount that the Contractor shall credit or pay to the Authority in the event of a failure by the Contractor to meet the agreed Service Levels as set out/referred to in Condition 72 (Service Credits and Incentive Adjustments);