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writing. In cases where the Authority's comments are extensive, a separate review meeting will be held with the Contractor to discuss the changes required to the document.

35. Procedure for Making Direct Agreements with Sub-Contractors

- 35.1. The Contractor shall not place any Sub-Contract or order involving the design or development of equipment required under this Contract without the prior approval of the Authority.
- 35.2. The Contractor shall not enter into any commitment in relation to the design or development of equipment until such time as the Sub-Contractor has entered into an agreement with the Authority in the form set out at Schedule 9 (Design Rights and Patents (Sub-Contractor's Agreement - DEFFORM 177)). Wherever possible the request for approval should be accompanied by two copies of the agreement signed by the Sub-Contractor. If, in any case the Contractor is unable to comply with this Clause he shall report the matter to the Authority's Commercial Officer and await further instructions before placing the Sub-Contract or order.

36. Health and Safety

- 36.1. Notwithstanding and without prejudice to the provisions detailed elsewhere in the Contract, the Contractor shall be entirely responsible for the safety, whilst on his premises, of all personnel in connection with the Contract, whether or not in his employ.
- 36.2. Save as may otherwise be specifically defined in the Contract, the Contractor shall be in charge of, and entirely responsible for, the care, protection and security of the Workboat(s) and all Authority property whilst in their possession.
- 36.3. Where the Authority engages an Independent Safety Advisor/Auditor/Assessor the Contractor shall provide access to records, including Sub-Contractor records to enable the Authority to carry out safety audits and other assessment activities. This shall include the provision of access to the Contractor and Sub-Contractors premises if required.

37. Hazardous Materials and Systems

- 37.1. Serious health hazards are associated with handling hazardous materials, including but not limited to toxic, low flashpoint and radioactive materials, and live electrical or pressurised systems. The Contractor shall take due care when working with such materials or systems.
- 37.2. The Contractor shall notify the Authority before commencing work under a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) which involves special health and safety hazards and shall draw the Authority's attention to any relevant Health and Safety legislation and any sections of the Contractor's own and, as appropriate, his Sub-Contractor's safety policies which cover such hazards. Similarly, the Authority will notify the Contractor, in advance, of any special health and safety hazards which may be introduced.
- 37.3. The Contractor shall ensure that any person handling hazardous materials, or working on or with hazardous systems or equipment, has been properly trained to deal with the hazards and that suitable warning notices are displayed in accordance with the requirements of the Health and Safety Executive.

38. Authority's Authorised Representative

- 38.1. Notwithstanding Condition 5 (Contractor's Obligations), the Authority may appoint an Authority's Authorised Representative to:

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- 38.1.1. inspect the work being done under the Contract and/or any part thereof, including materials and articles used or to be used therein;
 - 38.1.2. provide the Contractor with information and advice as required;
 - 38.1.3. monitor the progress of work on the Boat(s);
 - 38.1.4. implement procedures for the authorisation of Emergent Tasks or reductions (rebates) to a MOD Boats Form 2010B 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);
 - 38.1.5. co-ordinate all visits by Authority personnel in connection with this Contract to the Contractor's premises and/or Sub-contractor premises;
 - 38.1.6. arrange for the attendance of Authority inspection, tests and teams as required.
- 38.2. The Authority's Authorised Representative will have the right to inspect all work being carried out under the Contract and to conduct inspections and/or audits at any reasonable time. Any deficiencies or defects found during these inspections and/or audits shall be rectified by the Contractor at no additional cost to the Authority.
- 38.3. To enable the Authority's Authorised Representative to carry out his duties, the Contractor shall:
- 38.3.1. permit full access at all times to the work in progress and to all drawings, models, samples and articles or things of any kind pertaining to the Contract;
 - 38.3.2. maintain full co-operation and provide all such drawings, information and assistance as may reasonably be required;
 - 38.3.3. provide office and equipment including but not limited to desk, chair, telephone and internet facilities at the location where the work is being carried out;
 - 38.3.4. submit all condition survey reports, dimension reports and readings from machinery in a timely manner;
 - 38.3.5. submit Emergent Tasks or reductions (rebates) to a 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) in accordance with the Contract.
- 38.4. The Authority's Authorised Representative will have the right to:
- 38.4.1. reject any workmanship, article or material, which does not conform with the requirements of the Contract;
 - 38.4.2. stop any test or trial or any other activity being carried out by the Contractor on the Workboat(s) at any time if, in his opinion, the safety of the Workboat(s), its equipment or personnel on board is compromised.

In respect of Clauses 38.4.1 and 38.4.2 above, the Contractor shall have a right of appeal to the Authority whose decision will be final and conclusive.

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38.5. In the event of appeal by the Contractor against an Authority rejection of any workmanship, article or material;

38.5.1. notice of appeal shall be given to the Authority within 2 (two) Business Days of receipt by the Contractor of notification of rejection;

38.5.2. workmanship shall not be made good, nor the article or material removed until directed by the Authority.

38.6. Successful Appeal - Should an appeal by the Contractor prove successful then the Contractor will be entitled to claim an extension of time, in relation to KPI no. 1, Schedule 6 (Key Performance Indicators and Information Reporting) which is directly attributable to the successful claim. Any such extension of time shall be agreed between the Parties.

38.7. Unsuccessful or no Appeal - The Contractor shall make good or replace at his own expense and to the satisfaction of Authority's Authorised Representative, any workmanship, article or material rejected by the Authority. The Contractor shall also, if so, required by the Authority, mark any rejected article or material, in a manner acceptable to the Authority's Authorised Representative.

38.8. The Contractor shall not use surplus or used stores without the Authority's prior written approval. Where the Contractor proposes to use surplus or used stores in relation to a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form), they shall submit their detailed proposals via the MOD Boats Form 2010B 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), including the effects on prices or programme, to the Authority's Authorised Representative for consideration and, if appropriate, approval.

39. Attendance by Makers', Classification Society, Maritime and Coastguard Agency Representatives

39.1. The Contractor shall be responsible for co-ordinating and arranging all attendance to execute or oversee work in connection with delivery, installation on board, setting to work, acceptance, maintenance, trials and repair or examination of machinery, systems and equipment's, under the Contract.

39.2. The Contractor shall make all arrangements for, and provide all necessary drawings, access and facilities for any work in connection with registration, classification, certification, surveys or trials.

39.3. The Contractor shall be responsible for co-ordinating and arranging attendance by all surveyors necessary for any certification required by the Contract.

40. Incidents

40.1. If there is an incident which causes damage to any part of a Boat or which leads to a breach of security or safety, the Contractor shall inform the Authority immediately. If the Authority deems the incident to be sufficiently serious as to require investigation, the Contractor, if so requested, shall conduct such an investigation to establish the cause of the incident as soon

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as possible. In any event the Contractor shall identify the remedial action which they shall undertake to rectify the situation.

- 40.2. If the incident is such that the UK Health and Safety Executive sets up an enquiry to investigate the cause, then the Contractor shall be required only to establish recommendations for remedial action.
- 40.3. Where an investigation is to be conducted by the Contractor, the Authority will have the right to appoint representatives to participate in the investigation in any of the following capacities:
- 40.3.1. as members of the investigating team;
 - 40.3.2. in an advisory capacity;
 - 40.3.3. to question witnesses.
- 40.4. The presence of such representatives of the Authority will be without prejudice to the Authority's right to accept or reject the findings and recommendations of the investigation.
- 40.5. If the Contractor wishes to call the Authority's personnel to an enquiry, either to give evidence or for any other purpose, prior approval to do so shall be sought from the Authority who will advise on the procedure to be followed.
- 40.6. A full report of the inquiry signed by all members of the investigating team shall be forwarded to the Authority and shall include:
- 40.6.1. a summary of the proceedings;
 - 40.6.2. evidence of any witnesses, together with copies of any sketches or diagrams which may have been produced;
 - 40.6.3. details of any difference of opinion between the investigating team members on any material point;
 - 40.6.4. the conclusions and recommendations of the investigating team.
- 40.7. The report shall not deliberate on any possible consequential adjustments to the Contract and shall be without prejudice to the rights of the Authority under the Contract, or otherwise, in respect of any loss or damage arising from any such incident.
- 40.8. Notwithstanding the foregoing, if the Authority wishes to conduct a subsequent enquiry, the Authority will have the right to require the Contractor, Sub-Contractor(s) or any other person(s) or personnel in their employ, to attend the Authority's enquiry in any capacity, to give evidence or for any other purpose.
- 40.9. If the Contractor proposes to call Service Personnel to the enquiry, either to give evidence or for any other purpose, prior approval to do so shall be sought from the Authority's Authorised Representative who will advise on the procedure to be followed.

41. Quality - General Requirements

- 41.1. The Contractor shall be responsible for ensuring that the quality of the work performed, and of the articles and materials supplied or repaired by him and all his Sub-Contractors, conforms to the requirements of the Contract.