

- 20.4.1. services currently being carried out by the Contractor; and/or
- 20.4.2. services to be carried out by the Contractor due to commence within a period specified by the Authority; and/or
- 20.4.3. the Contractor's current deployment of its employees whether inside or outside the Authority's sites; and/or
- 20.4.4. all supporting equipment and documentation currently held by the Contractor and the location of such equipment or documentation.

and the Contractor shall promptly and diligently comply fully with the requirement to provide such information.

20.5. Upon providing the Authority's Authorised Representative with the information requested pursuant to Clause 20.4, or upon expiry of the period specified by the Authority for the supply of such information, the Contractor shall, upon being so requested by the Authority's Authorised Representative, discuss in good faith with the Authority's Authorised Representative any matters which the Authority, in its sole opinion, may consider relevant or appropriate to any proposals the Authority may have for the reallocation of priorities for, or for the reorganisation of, Services carried out, or to be carried out, by the Contractor. These shall be in order to deal with the circumstances which gave rise to the issuing of a notice pursuant to Clause 20.1, including the following matters:

- 20.5.1. the revision (including early completion, suspension or cancellation) of any Service for the Authority; and
- 20.5.2. the immediate implementation of new services,

and the Parties shall endeavour, as far as reasonably possible, to reach agreement as a matter of urgency on such matters.

20.6. Notwithstanding any provision to the contrary in this Contract, and notwithstanding that any of the measures described in Clause 20.5 may not have been taken, required to be taken, or have been completed, the Authority may, at any time and in its sole discretion step-in or procure the stepping into this Contract, pursuant to Condition 18 (Step-In) and/or the Authority's Authorised Representative may instruct the Contractor:

- 20.6.1. to accelerate to early completion, to suspend, or to cease permanently, any part of the Services carried out by the Contractor for third parties, to remove (permanently or temporarily) the property of third parties from any Authority Site and to procure that such action is carried out on terms with such parties which result in the least possible Losses to the Contractor;
- 20.6.2. to accelerate to early completion or to suspend the Service provision;
- 20.6.3. to carry out any changes whatsoever to this Contract required by the Authority without reference to DEFCON 503 (Formal Amendments to Contract);

and the Contractor shall promptly and diligently comply with any instruction issued by the Authority's Authorised Representative referred to in this Clause 20.6.

20.7. If the Authority's Authorised Representative has instructed the Contractor in accordance with Clause 20.6, then:

- 20.7.1. for so long and to the extent that the provisions of Clause 20.5 or any instruction issued by the Authority's Authorised Representative pursuant to Clause 20.6 (MIAC Required Action) prevents the Contractor from providing all or any part of the Services, the Contractor shall be relieved from its obligations to provide such part of the Services; and
- 20.7.2. in respect of the period in which the Authority is taking the MIAC Required Action and provided that the Contractor complies with its obligations under Clauses 20.5 and 20.6, then in respect of the period in which the Authority is taking the MIAC Required Action and provided that the Contractor provides the Authority with reasonable assistance (such assistance to be at the expense of the Authority to the extent incremental costs are incurred), the payment due to the Contractor from the Authority shall equal the amount the Contractor would receive if it were satisfying all its obligations and providing the Services affected by the MIAC Required Action in full over that period.

21. Force Majeure Events and Force Majeure Termination

- 21.1. On the occurrence of a Force Majeure Event, the Affected Party shall notify the other Party within 24 (twenty-four) hours. The notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Party.
- 21.2. The Contractor shall, within 10 (ten) Business Days following such notification provide the Authority, in writing, with details of any action proposed to mitigate the effect of the Force Majeure Event.
- 21.3. As soon as practicable following notification under Clause 21.1, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of this Contract.
- 21.4. The Parties shall at all times following the occurrence of a Force Majeure Event use all reasonable endeavours to prevent and mitigate the effects of any delay and the Contractor shall at all times during which a Force Majeure Event is subsisting take all reasonable steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 21.5. Neither Party shall be entitled to bring a claim for a breach of obligations under this Contract by the other Party or incur any liability to the other Party for any Losses or damages incurred by that other Party to the extent that a Force Majeure Event occurs, and the Affected Party is prevented from carrying out obligations by that Force Majeure Event. Without prejudice to Clause 21.6, the Authority shall not be entitled to terminate this Contract under Clause 21.2 if the circumstances arise from a Force Majeure Event.
- 21.6. Nothing in this Condition 21 shall affect the Authority's entitlement to make Service Credit retentions in the period during which the Force Majeure Event is subsisting.
- 21.7. If the Affected Party is the Contractor, the Contractor shall only be entitled to receive payment for the Services that continue to be performed in accordance with the terms of this Contract.
- 21.8. The Affected Party shall notify the other Party as soon as reasonably practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract. Following such notification, this Contract shall continue

to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event.

- 21.9. Relief from liability for the Affected Party under this Condition 21 shall end as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under this Contract and shall not be dependent on the serving of notice under Clause 21.8.

Termination on the basis of Force Majeure Event(s)

- 21.10. If no terms pursuant to Clause 21.3 are agreed on or before the date falling 80 (eighty) Business Days after the date of the commencement of the Force Majeure Event(s) and such Force Majeure Event(s) is/are continuing or its/their consequence remains such that the Affected Party is unable to comply with its obligations under this Contract for a period of more than 120 (one hundred and twenty) Business Days, then either Party (the "Notifying Party") may give the other Party's Authorised Representative no less than 20 (twenty) Business Days written notice (such written notice period being the "FM Period") that the Notifying Party wishes this Contract to terminate on the basis of the occurrence of such Force Majeure Event(s) at the end of the FM Period.

- 21.11. If the Contractor gives notice to the Authority's Authorised Representative under Clause 21.10 that the Contractor wishes the Contract to terminate, then the Authority has the option either to accept such termination or to respond in writing on or before the date falling 10 (ten) Business Days after the date of its receipt stating that it requires the Contract to continue. If the Authority gives the Contractor such notice of continuance, then:

21.11.1. the Authority shall pay to the Contractor the charges from the date on which this Contract would have terminated under Clause 21.10, as if the Services were being provided in full (save that, where and to the extent the Contractor's delivery of any Services is not affected by the Force Majeure Event(s), nothing in this Clause 21.11 shall operate to affect the Authority's entitlement to make KPI retentions in the period during which the Force Majeure Event is subsisting); and

21.11.2. the Contract shall not terminate on the basis of the occurrence of such Force Majeure Event(s).

21.12. If:

21.12.1. the Contractor gives notice to the Authority's Authorised Representative under Clause 21.10 that the Contractor wishes the Contract to terminate on the basis of the occurrence of such Force Majeure Event(s) and the Authority accepts such termination in writing; or

21.12.2. the Authority gives the Contractor no less than 20 (twenty) Business Days written notice that the Authority wishes this Contract to terminate on the basis of the occurrence of such Force Majeure Event(s)

this Contract shall, subject to Clause 21.13, terminate on such basis at the end of the relevant notice's FM Period.

- 21.13. If any right to terminate this Contract is exercised under this Condition 21, the Parties shall comply with the provisions of Condition 17 (Financial Consequences of Termination).

22. Tasking Procedure/Authorisation of Work

22.1. Tasks will be authorised by the Authority by issuing either;

- 22.1.1. A MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form), for all requirements excluding Codified Spares; or
 - 22.1.2. A demand order through Contracting, Purchasing and Finance (CP&F), for Codified Spares detailed at Table 4 (Spares) of Schedule 2A (Statement of Technical Requirements – Pricing – 11m Standard Work Boat (SWB)).
- 22.2. All MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) authorised by the Authority before the end of a MOD Boats Form 1010 (Multi-Task Authorisation Form – Multi-TAF) , as detailed at Schedule 5A (Multi-Task Authorisation Form / Work Request Form), the period shall be priced in accordance with the agreed Firm Prices for that Year (Financial Year) in Condition 6 (Duration).
- 22.3. In the event that any authorised MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) and 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) with an Agreed Delivery Date before the Contract End Date, is due to exceed the Contract End Date the Contractor shall be required to complete the work scope contained within 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).

General – (Multi-Task Authorisation Form – Multi-TAF) (MOD Boats Form 1010)

- 22.4. Before the placing of any tasks, the Authority will issue the Contractor with a completed MOD Boats Form 1010 (Multi-Task Authorisation Form – Multi-TAF), as detailed at Schedule 5A (Multi-Task Authorisation Form / Work Request Form). This form will impart to the Contractor:
- 22.4.1. The period of time covered by the MOD Boats Form 1010, as detailed at Schedule 5A (Multi-Task Authorisation Form / Work Request Form).
 - 22.4.2. The Limit of Liability. The price of all work performed during that period of time must be within this limit.
 - 22.4.3. The assumptions in terms of Planned Maintenance, Unplanned Maintenance and other requirements used to derive the Limit of Liability.
 - 22.4.4. The technical, financial and commercial approval which authorises the Authority to place this commitment.
- 22.5. On receipt from the Authority, the Contractor shall sign Part D of MOD Boats Form 1010 (Multi-Task Authorisation Form – Multi-TAF), as detailed at Schedule 5A (Multi-Task Authorisation Form / Work Request Form) to confirm acceptance of the MOD Boats Form 1010 (Multi-Task Authorisation Form – Multi-TAF), as detailed at Schedule 5A (Multi-Task Authorisation Form / Work Request Form) and return to the Authority.
- 22.6. The Contractor shall immediately inform the Authority's Project Officer detailed in Schedule 3 (Addresses and Other Information), either in writing or by e-mail, in the event that spend across all Work Request Forms in the period of time specified has reached 80% of the LoL identified in MOD Boats Form 1010 (Multi-Task Authorisation Form) as detailed at Schedule 5A (Multi-Task Authorisation Form / Work Request Form).

General – Work Request Forms (WRF) (MOD Boats Form 1020)

Contract Award dated 15 March 2024

- 22.7. The Authority will issue a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form), as detailed at Schedule 5A (Multi-Task Authorisation Form / Work Request Form) for each discrete task that the Contractor is to perform. The scope of work described in the MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) shall be deemed to be a 'task' for the purposes of this contract.
- 22.8. The Contractor shall not undertake any work without the prior written authorisation of the Authority, which will be given by signing the appropriate part of a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form). The Authority will not be responsible in any way whatsoever for any work undertaken or task development costs incurred prior to receipt by the Contractor of written authorisation in accordance with this Clause 22.8 task development costs shall at all times reside with the Contractor and shall not be passed on to the Authority unless explicitly agreed by The Authority in writing.
- 22.9. The Contractor shall maintain a list of all the MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) and their progress in the format detailed at Schedule 6 (Key Performance Indicators and Information and Reporting) and provide this electronically to the Authority's Authorised Project Officer on a monthly basis. This information, together with the KPI data as detailed in Condition 13 and Schedule 6 (Key Performance Indicators and Information and Reporting) will be agenda items at the monthly project review meetings and the Authority will undertake audits. The information provided in Schedule 6 (Key Performance Indicators and Information and Reporting) shall correspond with the information provided in 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) at all times. Where a change is required to the estimated price and / or the estimated delivery date, the Contractor shall approach the Authority with a reason for the change and a new estimate of price and / or delivery date. The Authority shall have the final decision on whether the changes are acceptable and therefore reflected in Schedule 6 (Key Performance Indicators and Information and Reporting).
- 22.10. In the event that any work authorised by the Authority under a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) is not subsequently required and is not undertaken by the Contractor, or where it is agreed by the Parties post the authorisation of a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) that the Authority will supply Government Furnished Equipment (GFE) in lieu of Contractor supplied items, the Contractor shall agree a rebate with the Authority. The agreed rebate shall be deducted from the price of the MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form).

Tasking Process

3rd and 4th Line Planned Maintenance, Emergent Tasks, Unplanned Maintenance

- 22.11. On authorisation of a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form), the Contractor shall raise 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)
- 22.12. If the Contractor has been tasked with transportation of the Workboat, the Contractor or his representative shall sign Part A of 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) on collection of the Workboat from the Authority's Premises. If the