

No	Edition	Title
621A	(Edn.12/21)	Transport (if Authority is responsible for transport).
621B	(Edn.10/04)	Transport (if the Contractor is responsible for transport). For the purposes of this Contract the Contractor shall comply with Department for Transport Code of Practice, Safety Loads on Vehicles and BS EN 12195 (Load restraining on vehicles – safety). The principle dimensions/load and centre of gravity of each Workboat (s) shall be in accordance with the relevant Book of Reference (BR) at Schedule 10 (Government Furnished Information)
624	(Edn.08/21)	Use of Asbestos
627	(Edn.11/21)	Quality Assurance - Requirement for a Certificate of Conformity
630	(Edn.02/18)	Framework Agreements
632	(Edn.11/21)	Third Party Intellectual Property – Rights and Restrictions  <u>AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS</u>  <i>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.</i>
637	(Edn.05/17)	Defect Investigation and Liability
642	(Edn.7/21)	Progress Meetings
643	(Edn.12/21)	Price Fixing (this shall apply to amendments to contract and Ad hoc Tasks valued at more than £250,000). The period in Clause 4 of this DEFCON shall be 5 (five) years.
644	(Edn.05/17)	Marking of Articles
647	(Edn. 05/21)	Financial Management Information
649	(Edn.12/21)	Vesting
656A	(Edn.08/16)	Termination for Convenience - under £5M
658	(Edn. 10/22)	Cyber (Further to DEFCON 658 the Cyber Risk Level of the Contract is VERY LOW, as defined in Def Stan 05-138)
660	(Edn. 12/15)	Official-Sensitive Security Requirements
670	(Edn.02/17)	Tax Compliance
671	(Edn.10/22)	Plastic Packaging Tax
681	(Edn.06/02)	Decoupling Clause – Subcontracting with the Crown

No	Edition	Title
694	(Edn.07/21)	Accounting For Property of the Authority
697	(Edn 11/22)	Contractors On Deployed Operations.
703	(Edn.06/21)	<p>Intellectual Property Rights - Vesting in the Authority            (Applicable to all work performed under the Contract except to the extent that the Contractor and Authority agree against particular task(s) to different intellectual property rights conditions terms because the Contractor or their sub-contractor owns the intellectual property rights in the relevant equipment in which case:-</p> <ol style="list-style-type: none"> <li>1. where the Authority has previously acquired the relevant equipment from the Contractor or their sub-contractor then the Authority and the Contractor shall agree terms consistent with such earlier work. However in the event that terms consistent with such earlier work are not specified under a task then DEFCON 703 shall apply to the work performed).</li> </ol>
707	(Edn.11/22)	Rights in Technical Data

## PART 2 – SPECIAL CONDITIONS

### 2. Contractual Matters

- 2.1. All queries and correspondence relating to or affecting the Contract shall be addressed to the Authority's Commercial Officer as specified in Box 1 to Schedule 3 (Addresses and Other Information).
- 2.2. The Authority shall be under no obligation to place any orders and shall not guarantee the frequency or value of orders.

### 3. Definitions

- 3.1. In addition to the provisions of DEFCON 501 (Definitions and Interpretations), the Contractor shall refer to Schedule 4 (Definitions).

### 4. Precedence of Documentation

- 4.1. The documents constituting this Contract are intended to be consistent. In the event of any ambiguity, conflict or inconsistency between the Contract and any document referred to or cross-referenced in the Contract or between documents referred to or cross-referenced in the Contract, the conflict shall be resolved according to the following descending order of priority:
  - 4.1.1. Condition 1 to 74 of this Contract and Schedule 4 (Definitions);
  - 4.1.2. Schedule 2 (Statement of Technical Requirements) and Schedule 2A (Statement of Technical Requirements – Pricing – 11m Standard Work Boat (SWB)) and Schedule 2B (Statement of Technical Requirements – Pricing – 11m Small Survey Boat (SSB)) and Schedule 2C (Statement of Technical Requirements – Pricing – 15m Route Survey Boat (RSB)) and Schedule 2D (Statement of Technical Requirements – Pricing – 15m Officer Training Boat (OTB)) and Schedule 2E (Statement of Technical Requirements – Pricing – 15m Dive Support Boat (DSB)) and Schedule 2F (Statement of Technical Requirements – Pricing – 15m Survey Motor Boat (SMB)) and Schedule 2G (Statement of Technical Requirements – Pricing – 13.8m Passenger Transfer Boat (PTB)) and Schedule 2H (Statement of Technical Requirements – Pricing – HMS MAGPIE)
  - 4.1.3. Other Schedules of this Contract excluding Schedule 8 (Integrated Project Management Plan) and Schedule 16A (Social Value – Tackling Economic Inequality) and Schedule 16B (Social Value - Fighting Climate Change) and Schedule 16C (Social Value - Equal Opportunity);
  - 4.1.4. Schedule 8 (Integrated Project Management Plan) and Schedule 16A (Social Value – Tackling Economic Inequality), Schedule 16B (Social Value - Fighting Climate Change) and Schedule 16C (Social Value - Equal Opportunity);
  - 4.1.5. any other document of this Contract;
  - 4.1.6. any other document agreed between the Parties after the Contract Effective Date.
- 4.2. The Contractor shall notify the Authority's Authorised Representative immediately upon becoming aware of any conflict and/or inconsistencies between the documents or items identified in Clause 4.1 and shall recommend to the Authority's Authorised Representative which document or requirement should prevail giving reasons for such recommendation. As soon as reasonably practicable thereafter, the Authority's Authorised Representative shall direct which document or requirement shall prevail and determine, in conjunction with the Contractor, what amendment or adjustment if any, should be made to the Contract.

## **5. Contractor's Obligations**

- 5.1. The Contractor shall be responsible for all aspects of work carried out under the Contract including all aspects of Sub-Contractor performance whether Sub-Contractors have been selected by the Contractor or nominated by the Authority.
- 5.2. Any Sub-Contract placed by the Contractor shall be subject to the terms and conditions of this Contract, together with such other conditions as the Contractor may require.
- 5.3. No advice, comment or information proffered, given or omitted by, or on behalf of, the Authority on or in relation to the Contractor's work in accordance with the Contract shall, in any way, extinguish, diminish or reduce the Contractor's obligations and responsibilities under the Contract. Neither shall the activities of the Authority or its representatives including scrutiny of any drawings, reports or specifications and/or the attendance of the Authority's Authorised Representatives at any tests or trials derogate from the Contractor's obligations and responsibilities under the Contract.

## **6. Duration**

- 6.1. The Contract and the rights and obligations of the Parties to this Contract shall take effect on the Contract Effective Date and, except as set out in Condition 60 (Continuing Obligations), shall terminate on the earlier of:
  - 6.1.1. The Expiry Date; or
  - 6.1.2. The Termination Date.
- 6.2. The prices recorded in Schedule 2A (Statement of Technical Requirements – Pricing – 11m Standard Work Boat (SWB)) and Schedule 2B (Statement of Technical Requirements – Pricing – 11m Small Survey Boat (SSB)) and Schedule 2C (Statement of Technical Requirements – Pricing – 15m Route Survey Boat (RSB)) and Schedule 2D (Statement of Technical Requirements – Pricing – 15m Officer Training Boat (OTB)) and Schedule 2E (Statement of Technical Requirements – Pricing – 15m Dive Support Boat (DSB)) and Schedule 2F (Statement of Technical Requirements – Pricing – 15m Survey Motor Boat (SMB)) and Schedule 2G (Statement of Technical Requirements – Pricing – 13.8m Passenger Transfer Boat (PTB)) and Schedule 2H (Statement of Technical Requirements – Pricing – HMS MAGPIE) will run for the following Financial Years (FY):
  - 6.2.1. Year 1 (FY 24/25) – Contract Effective Date to 31 March 2025;
  - 6.2.2. Year 2 (FY 25/26) – 01 April 2025 to 31 March 2026;

## **7. Competition (for Sub-Contracts)**

- 7.1. For all Sub-Contracts in excess of £25,000, the Contractor shall obtain best value for money for the Authority by obtaining effective competition, where it is practical and sensible to do so.

## **8. Key Personnel**

- 8.1. The Contractor shall maintain an Organisation Chart through the duration of the Contract provided that any proposed change to the Organisation Chart shall not be required to be the subject of a Change but shall be notified to the Authority.
- 8.2. The Contractor shall:
  - 4.2.2 advise the Authority prior to the removal from the performance of the Contractor Deliverables or replacement of any of the Key Personnel;