

38. Deviations

Should any deviations from the details shown on the drawings or described in the Specifications or reviewed by the Council be considered desirable by the Council during the progress of the work, the same are to be performed without cost to the Council.

39. Omissions may be Rectified by Council

If any omission in minor detail should be found in the Specifications or other documents the Council may make such additions thereto as they may consider necessary for the due completion of the work to be done under the order, and the additions so made by the Council shall be as fully and effectually binding on the Contractor as if the additions had originally formed part of the Specifications or other documents.

40. Extras and Additions and Alterations to Technical Requirements

a. The Contractor shall execute and complete as extras additions and alterations under this Contract all the works, if any, of whatsoever nature or extent, which may from time to time be ordered by the Council in addition to, or in substitution for, the work contained in the Specification and in accordance so far as the same are applicable thereto with these Conditions.

b. As soon as practicable after receipt of any such order by the Council or if the Contractor shall become aware of any change in the requirements of Lloyds Register of Shipping or the Maritime and Coastguard Agency or other statutory regulatory bodies during the course of the Contract which requires any alteration to technical requirements the Contractor shall provide the following details to the Council:

- the effect on the Contract Price
- proposed changes in programme
- any resulting change in the Contract Acceptance date
- the effect on speed, displacement, trim, stability or any other parameters of the Vessel whether or not the subject of provision for Liquidated Damages

c. The Contractor shall submit to the Council a Variation to Contract Form in respect of each extra addition or alteration breaking down the effect on Contract Price under the following headings:

1. Labour rates shall be in accordance with Schedule C8.
2. Rate per tonne fitted steelwork shall be pro-rata to the relevant area of bid.
3. Rates of profit and overheads to be applied to the reasonable cost of any additional work:

i) Mark-up on subcontracts and materials REDACTED – FOI Act Section 43

ii) Mark-up on disbursements REDACTED – FOI Act Section 43

- d. Except as provided in paragraph (f) below the Parties shall agree the matters referred to in paragraph (b) above before the Contractor is required or permitted to begin the work required.
- e. The Parties shall co-operate fully in reaching the agreement required with all reasonable speed in respect of each extra, addition or alteration.
- f. Where, because the work content cannot be accurately defined, it is not practicable to agree a firm price for any extra addition or alteration the Contractor shall keep a separate account of the actual expenditure incurred by the Contractor in the execution of the extra, addition or alteration and shall afford the Council all necessary facilities for the examination of such account and shall furnish such evidence as the Council may reasonably require that the account accurately states the actual expenditure. Upon completion of the extra, addition or alteration the Parties shall agree, based in the account kept as aforesaid, the firm price to be paid by the Council to the Contractor in respect thereof.
- g. The Contractor shall be entitled to be paid the reasonable cost of removing and/or replacing defective items supplied by the Council on the understanding that such cost is not due to negligence on the part of the Contractor in the fitting or in the care and efficient protection of these items.

41. Payment for Extras and Additions

There shall be paid to the Contractor for any extra or additional work or materials not included in the Design Specification ordered by the Council such sum as shall have been agreed between the Council and the Contractor (in accordance with the provisions of Condition 40 above) prior to the execution of the said extra or additional work or the provision of the said materials. The unpaid balance of all outstanding sums due shall be paid at the time of each instalment of the Contract Price as supported by the issuance by the Council of the appropriate Interim Acceptance Form.

42. Provisions where work is not to be executed by the Contractor, or is to be executed in a less costly manner

Should it be considered desirable by the Council that any of the work required by the Contract to be completed by the Contractor should not be so completed, the Council shall so inform the Contractor and the Contractor shall not complete that portion of the work. The Contractor shall thereupon state in writing to the Council the sum which he proposes shall be deducted from the Contract Price by virtue of such work having been omitted to be done and, if the Council agree thereto, that sum shall be deducted from the Contract price accordingly. That sum is to be full value of that included in the Contract price and not subjected to any form of discounting.

Should it be decided by the Council that any of the work required by the Contract to be performed by the Contractor should be performed by him in a manner less costly to the Contractor than the manner contemplated by the Contract, then the Contractor shall, upon receipt of the decision of the Council, state to the latter in writing, the corresponding sums which he proposed shall be deducted from the Contract price, and

if the Council agree thereto, that sum shall be deducted from the Contract price accordingly.

Until such agreement has been reached the Contractor shall be entitled to continue to perform work in accordance with the Contract at no increase in the pace of work.

43. Demolition etc of work for which any instalment has been paid

The Contractor shall not without the previous consent in writing of the Council demolish or otherwise by act or default reduce in value any work in respect of which it has been paid any instalment or any extra or additional work and/or materials in respect of which it has received any payment.

In the event of any such demolition or reduction in value as aforesaid (whether with the previous consent of the Council or otherwise) the Contractor when required by the Council so to do shall repay to the Council such sums as the parties agree represents the amount by which the value of the work in respect of which any instalment has been paid or any payment has been received is thereby reduced in value.

All sums so paid deducted or recovered shall be repaid to the Contractor when the work in respect of the demolition or reduction in value of which such sums were paid deducted or recovered has to the satisfaction of the Council been wholly renewed or restored to its value as ascertained at the time when the last previous instalment or the last payment in respect thereof became payable.

44. Withholding of instalment payments

Notwithstanding anything contained in the Schedule of Payments set out in Condition 3 of the Agreement the Council may, at their discretion, withhold payment of the whole or part of the final instalment due under the Contract until:-

- a. the works including all Plans and Drawings and all extra work which may have been ordered or authorised in writing by the Council shall have been completed with good materials and workmanship and in accordance with the Contract;
- b. all trials required to be carried out by the Contractor have been completed and all defects in work, for which the Contractor is responsible under the Contract, found before, during or after such trials, have been made good;
- a. all forms, drawings, tabulated and other statements of completed arrangements specified to be furnished by the Contractor shall have been furnished;
- b. all items defined in the SMR have been provided.

to the reasonable satisfaction of the Council.

Neither the grant of any Certificate nor the payment of any instalment to the Contractor (whether such Certificate or payment shall or shall not be a final one) nor the acceptance of the vessel or work shall disentitle the Council to recover from the Contractor any monies which may be or become due to the Council by way of charge or rebate or otherwise howsoever in respect of any matter arising out of or connected with the Contract.

45. Sums recoverable from or payable by the Contractor

Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor the same may be deducted from any sum then due or which at any time thereafter may become due to the Contractor under the Contract or any other contract with the Council or any other UK Government Department. Such sum or sums may also be drawn down from any Financial Guarantee or Bond which may be in place and provided to the Council on behalf of the Contractor in respect of this Contract or any other contract with the Council or any other UK Government Department.

46. Contractor responsible for care of vessel and machinery and electrical installation until Interim Acceptance

The Contractor shall, subject to the provisions of Condition 30 above, be in charge of and entirely responsible for the care and efficient protection of the Vessel and her electrical installation and of the main and auxiliary machinery, boilers, and all things supplied connected therewith until Interim Acceptance of the Vessel by the Council under the Contract. The Contractor shall also be in charge of and entirely responsible for the care and efficient protection of all stores, and other things supplied to it by the Council for the proper equipment of the Vessel until the Vessel and machinery, and electrical installation, boilers and other things, have been accepted by the Council as satisfactory. In connection with the main and auxiliary machinery, boilers and electrical installation and all things supplied connected therewith full use is to be made of all the fittings and arrangements provided in the installation for its efficient preservation when in and out of use, but attention is directed to the restriction placed on the use of items of machinery supplied under the Contract, in Condition 25 hereof.

47. Completion of the Work

The whole of the work hereby contracted to be performed, together with all alterations or additions of whatsoever nature or extent ordered by the Council, in accordance with this Contract shall be completed and all trials shall be carried out and all the work required by the Design Specifications and these General Conditions to be performed by the Contractor subsequently to the trials and before the Vessel and machinery and electrical installation are accepted by the Council shall be completed and all defects, if any, for which the Contractor is responsible under the Contract which may be developed in the Vessel and machinery and electrical installation before, during or after the trials, or on the passage to the place at which the Vessel is to be delivered, shall be made good, and all forms, drawings and statements which by this Contract the Contractor is bound to furnish shall be furnished, and the Vessel shall be delivered to the person or persons appointed by the Council complete in all respects in accordance with the Specification on or before the Contract Acceptance date for Delivery, and except as hereinafter provided no addition to, omission of, or variation from the work hereby contracted to be performed shall extend or alter the time for the completion of the work as aforesaid.

Provided always that if, the completion and final handing over of the Vessel and machinery and electrical installation, or of the forms, drawings and statements herein before referred to shall be delayed by any matter or things whatsoever not under the control of the Contractor (including any act or omission on the part of the Council, or of the servants, agents or other Contractors of the Council, and including also any strike, lockout, stoppage or restraint of labour except where such strike, lockout, stoppage or restraint of labour arises from any action of the Contractor, their servants or agents) or as a result of the provisions of Condition 41 hereof, the Contract Acceptance Date shall be extended by such period as the Contractor and the Council shall agree. If agreement

shall not be reached the dispute shall be referred to Arbitration/Mediation under Condition 17 to determine the amount of time by which the Contract Acceptance Date shall be extended.

The Council may substitute for the auxiliary machinery and/or electrical equipment or any part thereof the subject matter of the Contract other auxiliary machinery and/or electrical equipment of different type or types, weight or weights and price or prices provided that the Contractor shall be under no obligation nor be permitted to act upon the decision of the Council unless the Council and the Contractor shall first agree the effect of the substitution upon the Contract Price, Contract Acceptance date, guaranteed speed of the Vessel or any other parameters of the Vessel in respect of which the Council has the right to receive liquidated damages or reject the Vessel.

48. Accommodation for Council's and Technical Adviser Personnel

The Contractor shall provide suitable office accommodation (which should include facilities for preparation of hot drinks and food), a telephone, internet access and fax facilities etc for personnel appointed to the Vessel whilst under construction and also kitchen, sanitary and washing facilities for personnel so appointed, to the reasonable satisfaction of the Council.

49. Guarantees relating to the Vessel

49.1 Any defect or symptom of weakness, whether arising from faulty design, defective material or workmanship in the Vessel, her machinery, electrical installation, equipment, and appurtenances which shall become apparent or be discovered and intimated by the Council to the Contractor within twenty four (24) months from the date of Interim Acceptance of the Vessel, shall be made good by the Contractor or, alternatively, the Contractor shall allow the Council a sum equivalent to the cost of doing such work at Council's sole option. But the Contractor shall in no case be liable for any charge for detention of the Vessel or for any consequential damage occasioned through the said effects or for the time occupied in the repair thereof, nor shall it be bound to repair or be under any liability in respect of any damage caused by accidents of the sea, rivers or navigation, or fire, mismanagement after contract acceptance or neglect of the Council or persons in control or possession of the said Vessel for the time being, their agents, officers or servants.

49.2 Not used.

49.3 Guarantee Engineer

The Council shall have the right to require the Contractor to, or the Contractor may, appoint a Guarantee Engineer to attend onboard the Vessel for such portion of the relevant Guarantee Period as the Council may reasonably require. The Council and its employees shall provide the Guarantee Engineer with full co-operation in carrying out its duties. The Guarantee Engineer shall act as the Contractor's representative on board and shall give the Council full co-operation to enable the Council to obtain the most efficient use of the Vessel's machinery and equipment.

The Council shall provide the Guarantee Engineer with accommodation and provisions to a standard comparable to the Vessel's Chief Engineer, at no cost to the Contractor.

The Guarantee Engineer shall, at all times, be deemed to be the employee of the Contractor.

If the Council decides not to exercise its rights to require the Contractor to provide a Guarantee Engineer on board the vessel, this shall not prejudice the Council's rights under the provisions of this Guarantee Condition.

All equipment warranties should be valid for 24 months from Interim Acceptance and any failure in such equipment which occurs during the 24 months warranty period will require an extension in the warranty period to ensure a full 24 month warranty from the date of repair or replacement of that equipment.

Without prejudice to any other rights the Council may have under this Contract, following the expiry of the relevant Guarantee Period or in the event that the Contractor is in breach of its obligations to rectify the defects during the Guarantee Periods in accordance with this Condition, the Contractor shall at the Council's request assign (to the extent to which it may validly do so) to the Council, or as the Council may direct, the right, title and interest of the Contractor in and to all guarantees or warranties given by the Sub-contractors or suppliers of any of the materials or equipment used in the construction of the Vessel

50. Conditions relating to acceptance trials and to movements of the Vessel for other purposes under her own power

The Contractor shall at its own expense carry out all trials required by the Specification or which may be necessary to test the ship, machinery, electrical installation and equipment and the materials and work supplied or performed, and shall, subsequent to the trials and before the Vessel is accepted by the Council, make good all defects, if any, which may have developed before, during or after the trials. The requirements for testing are set out in schedule M1.

The conditions under which the Vessel is to be taken to sea by the Contractor and its responsibilities in connection with the taking to sea, conduct of trials and other associated matters are to be as in the ANNEX hereto.

It is the Contractor's responsibility to ensure that the vessel is fully equipped and safe in every respect to go to sea, and complies with Classification Society, Registration Authority and all other statutory requirements prior to proceeding.

51. Wet Dock and Harbour Dues

The Contractor is responsible for the payment of wet dock and harbour dues incurred during the construction of the Vessel direct to the Port and Harbour Authority concerned and all necessary allowance therefore is included in the Contract Price.

52. Port Services

The Contractor is responsible for the payment of charges for the use of graving docks, crange, towage, pilotage and the use of tugs or boats in port. Water, light, power, labour and other specific services, and all necessary allowance therefore is covered by included in the Contract Price.

53. Fees

53.1 All charges on account of the survey for classification by Lloyds Register of Shipping and any other agency fees are the Contractor's liability and are deemed to be covered by and included in the Contract Price including any extra costs pursuant to delays or changes in program caused by the Contractor.

53.2 The Contractor is responsible for arranging for all necessary surveys and measurements to be carried out by the Maritime and Coastguard Agency and other statutory bodies. All charges and dues in connection with such surveys and measurements are the Contractor's liability and are deemed to be covered by and included in the Contract Price.

54. Sub-Contracts

54.1 The Contractor shall be fully responsible for the satisfactory completion of the work whether it be carried out by a Council-nominated sub-contractor or by an alternative sub-contractor of the Contractor's choice with the approval of the Council.

55. Stores and Spares

The Contractor is to assist the Council in the preparation of an establishment of stores and spare parts for the ship. To this end the Contractor will be required by the Council to provide a list of the proposed items comprising the ship's first outfit of stores and spare parts.

56. Fitting Out, Trials and Inspections

56.1 The whole of the work of construction and fitting-out is to be performed at the Contractor's own premises, except as may otherwise be approved by the Council.

56.2 Contractor is responsible for arranging the attendance, when required, of maker's representatives to supervise installation on board, setting-to-work, inspections, and trials of all sub-contracted equipment, including items supplied by the Council. The Contract Price covers the cost of such attendances.

56.3 Responsibility for ensuring satisfactory conditions of stability rests with the Contractor at all times.

57 Dry Dockings

The Contractor is responsible for all dry dockings required to undertake all or any work under this Contract including the Guarantee Periods, whether done at its own yard or at commercial docks or other dry-docks.

58 IMO Hazardous Materials Inventory

58.1 The Contractor shall, in accordance with the IMO Guidelines on Ship Recycling, resolution A.962 (23), with amendments in force as of the date of this Contract:

(A) endeavour to take due account of the Vessel's ultimate disposal when

designing and constructing the Vessel by:

- i. using materials which can be recycled safely and in an environmentally sound manner and:
- ii. by minimising the use of materials known to be potentially hazardous to health and the environment

(B) in consultation with equipment manufacturers provide the Council with a Green Passport Statement of compliance issued by the Classification Society containing information including the Vessel's hull number and main particulars and listing any and all materials known to be potentially hazardous utilised in the construction of the Vessel, its equipment and systems

The list of the materials known to be potentially hazardous shall contain the location and the approximate quantity/volume of each identified material on board the Vessel

## 59 Confidentiality

59.1 The Contractor and the Council shall procure that:

- a) any person employed or engaged by them shall not, in the course of such employment or engagement, disclose any Confidential Information belonging to the other party to any third party without the prior written consent of the other party,
- b) they shall take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (save as aforesaid) or used other than for the purposes of this agreement by their employees, servants, agents or Sub Contractors.

59.2 The provisions of Condition 59.1 shall not apply to any information which:

- a) is or becomes public knowledge other than by breach of this Condition 59;  
or
- b) must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

59.3 Nothing in this Condition 59 shall be deemed or construed to prevent the Council from disclosing any Confidential Information:

- a) to the Research Council's Audit and Assurance Services Group (AASG) or to the Department for Business Innovation & Skills;
- b) to any consultant, service provider or other person engaged by the Council in connection with this agreement, but only where this is strictly necessary provided always that the Council shall have required any such consultant, service provider or other person engaged by the Council in connection with

this agreement to enter into a binding confidentiality agreement to treat such information as confidential whereupon the Council shall have no further liability for breach of confidentiality in respect of consultants, service providers or other people.

- 59.4 Neither party shall make any press announcements or publicise the existence of this agreement or any matter relating to the performance by the Contractor of its obligations under this agreement, other than as agreed between the parties in writing.
- 59.5 The Council shall be entitled to publicise this agreement in accordance with any legal obligation upon the Council including any examination of this agreement by the National Audit Office (and its sub-contractors) pursuant to the National Audit Act 1983 or otherwise.

## 60 Transparency

- 60.1 The Contractor acknowledges that the United Kingdom Government's transparency agenda requires that contracts and any sourcing document, such as the Response to the Request for Quotation (RFQ), are published on a designated, publicly searchable, website.
- 60.2 The Contractor acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the content of this Contract is not Confidential Information. The Council shall be responsible for determining in their absolute discretion whether any of the content of this Contract is exempt from disclosure in accordance with the provisions of FOIA.
- 60.3 Notwithstanding any other term of this Contract, the Contractor hereby consents to the Council publishing this Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of FOIA redacted) including from time to time agreed changes to this Contract, to the general public.

## 61 Freedom of Information

- 61.1 The Contractor acknowledges that the Council may be subject to the requirements of FOIA and EIR and shall assist and co-operate with the Council to enable them to comply with its obligations under FOIA and EIR.
- 61.2 The Contractor shall and shall procure that its employees, agents, sub-contractors and any other representatives shall provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR.
- 61.3 The Council shall be responsible for determining (in its absolute discretion) whether any Information:
- a) is exempt from disclosure in accordance with the provisions of FOIA or EIR;

- b) is to be disclosed in response to a Request for Information, and in no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so in writing by the Council.

61.4 The Contractor acknowledges that the Council may be obliged under the FOIA or EIR to disclose Information, in some cases even where that Information is commercially sensitive:

- a) without consulting with the Contractor, or
- b) following consultation with the Contractor and having taken its views into account.

61.5 Where Condition 61.4 applies the Council shall, in accordance with any recommendations issued under any code of practice issued under section 45 of FOIA, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention as soon as practicable after any such disclosure.

61.6 Where the Contractor is subject to the requirements of the FOIA and EIR, 61.7 will supersede 61.2 – 61.5. Where the Contractor organisation is not subject to the requirements of the FOIA and EIR, 61.7 will not apply.

61.7 The Council acknowledges that the Contractor may be subject to the requirements of the FOIA and EIR and shall assist and co-operate with the Contractor to enable them to comply with its obligations under the FOIA and EIR.

## 62. Apprenticeships

In consideration of the Council awarding this contract to the Contractor, the Contractor shall create REDACTED – FOI Act Section 43 apprenticeships over the lifetime of the contract. Such apprenticeships shall be full time paid jobs with training, and each apprenticeship will last a minimum of 12 months.

**NEW POLAR RESEARCH VESSEL****ANNEX TO CONDITION 50 OF THE GENERAL TERMS AND CONDITIONS OF CONTRACT****CONDITIONS RELATING TO TRIALS AND TO MOVEMENTS OF THE VESSEL FOR OTHER PURPOSES UNDER HER OWN POWER (NB: TO BE READ IN CONJUNCTION WITH THE DETAILED ACCEPTANCE TESTS AGREED PRIOR TO CONTRACT SIGNATURE).**1. Place of Trials

Except as stated in the Specification the trials are to be made only at such places and over such courses as may be approved and required by Council, and agreed by the Contractor, such agreement not to be unreasonably withheld.

2. Regulations for the preparation for the carrying out of all Trialsa. Application to be made in form annexed

Before the Vessel leaves the Contractor's works for trials at sea, or for any other purpose, the Contractor shall complete and forward to the Project Manager the Certificate of Seaworthiness attached hereto. The form shall be amended as necessary when it is proposed to move the vessel for purposes other than trials. The Contractor shall obtain the approval in writing of the Project Manager before the Vessel leaves the Contractor's works for trials or other purpose, and the said form shall be forwarded in sufficient time before the proposed date of moving the Vessel to enable the Council to determine whether to grant or to refuse such approval.

b. Combustible Waste Materials and temporary works to be searched for and removed

Immediately before proceeding to sea the Contractor shall satisfy the appropriate Council representative appointed to the Vessel that they have made a strict search of the machinery spaces, to ensure that no planks, shores, staging or waste materials of any kind have been left where they could by any possibility become ignited, particularly in the vicinity of exhaust pipes. All temporary works and material shall be removed from the vessel prior to it proceeding to sea.

3. Powers to be developed with Vessel at sea-going trim

The powers mentioned in the Design Specification are to be developed on the trials with the Vessel at such draught and trim as specified.

4. Contractor to work main and auxiliary machinery as required

The Contractor shall work the main and also any auxiliary machinery which may be required for and during the trials, and on the passage to and/or from the place at which the trials are to be made, and at any other times, until the machinery shall have been accepted as satisfactory, or shall have been taken possession of by the Council under the provisions contained in Conditions 6 and 7 of the General Conditions of Contract.

5. Trials up to and including Interim Acceptance to be at the expense of the Contractor

All trials up to and including Interim Acceptance, including the machinery proving trial and the navigation of the Vessel and the working of the machinery during passage to and from the place of trial, and on all other occasions required by the Design Specification and by these General Conditions, shall be conducted at the expense of the Contractor. The Contractor shall supply and place on board all distilled and fresh water and other consumable stores necessary for all trials, and for the passage to and from the place of trial.

On completion of the machinery trials the Contractor is to arrange at its own expense for the opening of main machinery for inspection of the main machinery, and of any other machinery if its performance during sea trials has been unsatisfactory. After all adjustments consequent upon this opening up have been made the ship is to undergo a machinery proving trial at sea of two hours duration at maximum continuous rating of main engines.

6. Fuels and Lubricating Oils

All fuels and lubricating oils will be supplied by the Contractor for trials up to and including Interim Acceptance.

When the machinery is transferred to the Council the lubricating systems and storage tanks of the main and auxiliary machinery are to be left charged with oil to the normal working conditions. The oil with which the systems were charged before the commencement of the final trial will be accepted if considered satisfactory by the Council, but in the event of deterioration taking place during the trial which, in the opinion of the Council, would render it unfit for further service, the oil is to be removed and replaced by the Contractor with fresh oil; the cost of such fresh oil is not included in the Contract price but will be paid for separately. Lubricating Oil considered unfit for further service will on removal remain Council property and will be stored by the Contractor free of charge until disposal. Council will arrange disposal or otherwise within 21 days..

In certain circumstances, e.g. after abortive trials, where liability has been determined as falling on the Contractor, should the oil be considered unfit for further service the fresh oil required will be provided by the Contractor at no extra cost.

7. Consumable Stores

Any consumable stores required for navigation after the Vessel has been accepted by the Council which are not mentioned in the Contract as being required to be supplied by the Contractor shall be procured and placed on board by the Contractor. Reasonable prices shall be paid by the Council for the said stores, inclusive of all charges whatsoever.

8. Payments to Contractor for extra Trials

Should the Vessel be required by the Council to proceed under way for extra trials or for any other purpose not specified in the Contract, before the Vessel is handed over to the Council, or should the vessel be detained under power or otherwise by the Council for any period in connection with the requirements of the Council, the Contractor shall

retain charge of the Vessel and machinery and electrical installation and shall navigate the Vessel and work the machinery as required, and payment will be made by the Council to them for this service.

The necessary stores required for this service are to be supplied by the Contractor, but the cost will be defrayed by the Council. The price to be paid for the stores will be the net cost to the Contractor.

No payment will be made for the cost of keeping power, or for additional use of machinery which may be occasioned by stress of weather in connection with the contract series of trials.

9. Records to be taken

On all sea trials, records of, for example, but not limited to, the horse power, revolutions, fuel consumption, temperatures, and any other necessary matter, are to be taken by the Contractor's staff, from the commencement to the end of the trial. These records are to be taken at such regular intervals during all trials under way as may be directed by the Council. When the speed of the Vessel is being tested on a measured distance, records are to be taken once on each run. Any other records required by the Council's representatives attending the trial are to be taken.

10. Horse-power to be maintained

In order to constitute a satisfactory contract trial the specified horse-power must be maintained continuously for the full time specified for the particular trial, and the relevant Contract conditions must be complied with, and at the conclusion of the trial the propulsion machinery in use for the trial must be in all respects ready and fit to continue to work at the power required for the particular trial, and the vessel must be in all respects ready and fit to continue such trials.

11. Variation from mean horse-power

Should considerable variation from the mean horse-power occur during the trial, its duration, amount, and the causes which have produced it will be taken into consideration in respect of the satisfactory or otherwise completion of the trial. A repeat trial may be required if the Council so demands, all costs of which would be to the Contractor..

12. Stopping Engines during Trials

If it should be necessary temporarily to ease or stop the engines for any cause not connected with the machinery, the Parties shall decide whether or not the trials shall be vitiated thereby.

13. Accommodation etc, on board, for Council representatives and Classification Society Surveyors

During trials accommodation on board, including messing and bedding if necessary, are to be provided by the Contractor at its expense for Council representatives, Ship's Officers, Statutory Approvals and Classification Society surveyors as shall have been previously agreed with the Project Manager.

14. Accommodation and Responsibility for Contractor's employees

a. During Trials

The Contractor will be responsible for its own employees and those of its sub-contractors throughout all trials, and will provide all necessary transport and accommodation, and meet all expenses, etc for them.

b. After Interim Acceptance

The Council will at all times after Interim acceptance of the Vessel give reasonable facilities to the Contractor and sub-contractors to enable them to complete work on outstanding items.

If the Contractor's employees are embarked in accordance with the preceding paragraph they will, while on board, be subject to Council requirements, as interpreted by the master of the Ship.

If the number of men on board justifies the presence of a responsible official in order to properly manage and supervise their work, the Contractor must provide him/her.

15. Command

The ship is to be commanded for all trials at sea up to acceptance by a Master to be appointed by the Contractor from a list of Masters approved by the Council. Similar arrangements are to be made whenever it becomes necessary for the ship to be taken into open water for any other purpose, e.g. towing in open water for dry docking.

16. Handing over of Vessel

At the time of handing over the Vessel to the Council a form of acceptance, as appended hereto, is to be signed.

**SCHEDULE C1****CONTRACT DEFINITIONS**

<b>No.</b>	<b>Defined Term</b>	<b>Meaning</b>
1	"Acceptance Trials"	The Acceptance Trials as defined in the SoR/SMR
2	"Classification Society"	The class under which the Vessel will be registered.
3	"Confidential Information"	Any information, however conveyed or presented, that relates to the business, affairs, operations, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party, together with all information derived by the receiving party from any such information and any other information clearly designated by a party as being confidential to it (whether or not it is marked "confidential"), or which ought reasonably be considered to be confidential.
4	"Contract"	This Shipbuilding Contract including the General Terms and Conditions of Contract and all other documents incorporated therein as it may from time to time be amended including the RFQ, the SoR and attachments, the SMR and the Contractor's Design Specification
5	"Contract Acceptance Date" and/or "Delivery and Interim Acceptance Date" and/or "Delivery Date"	The date for delivery of the Vessel as specified in the Contract, as may from time to time be amended.
6	"Contract Period"	The period commencing on Contract signature and terminating on expiry 24 months from the Contract Acceptance Date
7	"Contract Price"	The Fixed and Firm price for the Vessel payable under Condition 3.1 of the Shipbuilding Contract as shall be amended from time to time in accordance with the Contract.
8	"Contractor's Offer"	The bid submitted by the Contractor in response to the Council's Request For Quotation and all or any modifications thereto.
9	"Contractor" and/or "Builder" and/or "Shipbuilder" and/or "Shipyard"	CAMMELL LAIRD SHIPREPAIRERS AND SHIPBUILDERS LTD its successors in title and permitted assigns.
10	"the Contractor's Representative"	The individual nominated by the Contractor from time to time to act on its behalf in accordance with the Contract.
11	"Council or Owner"	The Natural Environment Research Council.
12	"Day"	Calendar day, unless otherwise stated.
13	"Design Specification" and/or "Specification" and/or "Contractor's Design Specification"	The Contractor's Design Specification provided in response to the SoR as attached to the Contract. In the event of any inconsistency or incompatibility, then the SoR shall take precedence in all interpretations within the contract.
14	"EIR"	The Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

15	"Escrow Account"	The escrow account maintained by Barclays Bank PLC into which payments of the Contract Price will be paid by the Council in accordance with Schedule C5 and released to the Contractor on achievement of the milestones specified in Condition 3 of the Shipbuilding Contract.
16	"Escrow Agent"	REDACTED – FOI Act Section 43
17	"Escrow Agreement"	The agreement to be entered into between the Contractor ,the Council and the Escrow Agent setting out the basis upon which the Escrow Agent shall hold the Escrow Funds.
18	"Escrow Funds"	The monies paid into the Escrow Account by the Council in accordance with Schedule C5 together with interest on such monies.
19	"Final Acceptance"	On satisfactory completion of the Guarantee Period.
20	"Final Acceptance Form"	A certificate in the same terms as is annexed to Schedule C3 of the General Terms and Conditions of Contract and headed "New Polar Research Vessel – Final Acceptance Form" to be signed by the Council and the Contractor when the Vessel is delivered and finally accepted in accordance with this Contract.
21	"Financial Guarantee"	A guarantee in the same terms as is annexed to Schedule C6 of the General Terms and Conditions of Contract.
22	"Fixed and Firm Price"	A price that is not subject to variation on account of fluctuations in wages, materials and other costs or otherwise unless expressly provided for by this Contract.
23	"FOIA"	The Freedom of Information Act 2000 and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
24	"GA" and "General Arrangement Drawings"	A pictorial representation(s) of the Vessel.
25	"General Conditions" and/or General Terms and Conditions of Contract	The conditions headed "General Terms and Conditions of Contract for Construction of a New Polar Research Vessel
26	"Guarantee Periods"	In the case of the Vessel a period of 24 (twenty four) calendar months as may be extended under the Contract commencing after delivery and the date of Interim Acceptance, and in the case of those items specified in Condition 49.2 of the General Terms and Conditions of Contract the relevant extended warranties set out in Condition 49.2 of the General Terms and Conditions of Contract.
27	"Interim Acceptance"	The date when the Vessel is delivered and provisionally accepted in accordance with Condition 5.1 of the Shipbuilding Agreement and immediately prior to the commencement of the Guarantee Period for the Vessel.
28	"Interim Acceptance Form"	A certificate in the same terms as is annexed to Schedule C3 of the Contract to be signed by the Council and the Contractor upon Interim Acceptance.
29	"Loss"	Includes destruction
30	"Month"	Calendar month
31	"Performance"	The Vessel's characteristics of performance as detailed in the

	Characteristics”	SoR.
32	“Programme Manager” and/or Project Manager and/or “the Council's representative”	REDACTED – FOI Act Section 40 appointed by the Council to act on its behalf in accordance with the Contract or such other person as may be nominated by the Council from time to time.
33	“Request for Information”	means a request for Information or an apparent request under FOIA or EIR;
34	“Response to the Request For Quotation” and/or “RFQ”	The documents forming the bid submitted by the Contractor.
35	“Statement of Management Requirements” and/or “SMR”	The Council’s listed requirements for managing the work as set out in the Contract.
36	“Statement of Requirements” and/or “SoR”	The Council’s listed requirements as set out in the Contract which defines the purpose and characteristics of the Vessel.
37	“Sub-contractors and Suppliers List” and/or “Makers List”	A list included as Schedule C7 of the General Terms and Conditions agreed between the Council and the Contractor containing names and scope of supply of the major suppliers and sub-contractors which will be used for those aspects of the construction of the vessel.
38	"Sub-contractor"	Any company, firm or person with whom the Contractor contracts for the execution of any work or for the manufacture of any machinery, article or thing or for the provision of any service which the Contractor is bound to perform or supply to the Council in the proper completion of the Contract;
39	“Technical Advisers”	REDACTED – FOI Act Section 43 appointed by the Council to act on its behalf in accordance with the Contract or such other adviser who may be notified to the Contractor.
40	“Vessel” and/or “Ship”	The New Polar Research Vessel more particularly defined and to be designed, built and commissioned under this Contract and all machinery, electrical installations, materials, articles and other things which the Contractor shall acquire and allocate for inclusion therein.
41	words in the singular number include, where appropriate, the plural and vice versa;	
42	References to any Enactment, Order, Regulation or other similar instrument shall be deemed to include any subsequent amendment in force at the date hereof or is generally known at the date of Contract;	
43	Any decision, act or thing which the Council is required or authorised to take or do under the Contract may be taken or done by any person authorised by the Council to do so;	
44	The headings to Conditions or Clauses are to aid identification and shall not affect the interpretation thereof;	
45	Should there be any discrepancy between the decisions of the Technical Adviser and the Programme Manager the Contractor shall be entitled to act upon those made by the Programme Manager;	

## **SCHEDULE C2**

### **Particular Terms and Conditions of Contract**

## **INDEX TO PARTICULAR TERMS AND CONDITIONS OF CONTRACT FOR CONSTRUCTION OF A NEW POLAR RESEARCH VESSEL**

### **1. Preliminary Trim and Stability Information**

### **2. Drawing Work and Documents**

### **3. Spare Gear and Tools**

#### **1. Preliminary Trim and Stability Information**

The Contractor shall submit to the Council within one month after the date of the contract signature preliminary trim and stability information. The submission of such information does not however relieve the Contractor of its responsibility for achieving satisfactory trims and stability in accordance with the Statement of Requirements.

#### **2. Drawing Work and Documents**

2.1 The Contractor is to carry out all the drawing work necessary for the design, construction and completion of the Vessel in all respects. Prior to commencement of the work involved, drawings are to be submitted for review by the Technical Adviser. Such drawings will have already been reviewed by the Classification and Statutory Authorities as necessary and any changes required by them incorporated.

2.2 Review of drawings by the Technical Adviser will not relieve the Contractor of its responsibility for satisfactory design and workmanship, or of any other liability under the provisions of the Contract.

2.3 The preparation and submission of drawings is to conform to a programme which enables completion of the Vessel in time for delivery as specified in the Contract, and which takes into account a reasonable time, as defined in the SMR, based on the Contractor's previous experience, for review by the Technical Adviser and by the Classification Society and by other regulatory authorities.

2.4 The Contractor is to supply the certificates and other documents as detailed in the Design Specification.

2.5 The Contractor will supply to the Council all "as fitted" drawings, manuals and training materials as soon as possible but in any event no later than on completion and acceptance of outstanding defects and non-compliances recorded at Interim Acceptance of the Vessel.

#### **3. Spare Gear and Tools**

3.1 The Contractor is responsible for the provision and stowage on board of spare gear, tools and instruments as indicated in the Design Specification. Where indicated, lists of spares it is proposed to supply are to be forwarded to the Council for approval in sufficient time to allow subsequent procurement and satisfactory stowage on board before acceptance of the Vessel. These lists are to be annotated to show the items included therein which are necessary to meet the requirements of the Classification Society and other regulatory authorities.

3.2 In accordance with the Vessel's stated areas of operation, all items of spare gear are to be suitably protected against corrosion, packed and labelled to permit ready identification.

3.3 A spares inventory is to be provided by the Contractor in accordance with the format agreed by the Council.

**SCHEDULE C3**

**CONTRACT FORMS**

**INTERIM CERTIFICATE ..... (Number to be inserted according to instalment)**

To: Natural Environment Research Council  
Polaris House  
North Star Avenue  
Swindon  
SN2 1EU  
United Kingdom

Under a Contract dated 20 November 2015 made between Cammell Laird Shiprepairers and Shipbuilders Ltd and the Natural Environment Research Council.

We hereby certify in connection with the building of the Vessel that:-

- 1 The following activities and information have been satisfactorily completed:
  - (i) The Contract was placed on 20 November 2015;
  - (ii) Evidence has been provided that the Baseline project plan (Level 0 and Level 1) has been updated (as set out in the Statement of Management Requirements(SMR) of this Contract);
  - (iii) Preliminary trim and stability calculations
  
- 2 The following activities and information have been satisfactorily completed:
  - (i) Powering calculations complete to allow order of main generators;
  - (ii) the Baseline project plan (Level 0 and Level 1) (as set out in Statement of Management Requirements (SMR) of this Contract);
  - (iii) the Drawing Submission programme (as required by the SoR);
  - (iv) test and trials programme including results of any previous tests and trials carried out;
  - (v) the acceptance review, project review and technical review calendars (as set out in SMR of this Contract).
  
- 3 The following activities and information have been satisfactorily completed:
  - (i) Engineering design to allow order placement of main propulsion, cranes, overside handling equipment, scientific winches and DP system;
  - (ii) the Baseline project plan (Level 0 and Level 1) (as set out in Statement of Management Requirements (SMR) of this Contract);
  - (iii) the Drawing Submission programme (as required by the SoR);
  - (iv) test and trials programme including results of any previous tests and trials carried out;
  - (v) the acceptance review, project review and technical review calendars (as set out in SMR of this Contract).
  
- 4 The following activities and information have been satisfactorily completed:
  - (i) model tests and computer simulations;
  - (ii) the Baseline project plan (Level 0 and Level 1) (as set out in Statement of Management Requirements (SMR) of this Contract);
  - (iii) the Drawing Submission programme (as required by the SoR);
  - (iv) test and trials programme including results of any previous tests and trials

- carried out;
- (v) the acceptance review, project review and technical review calendars (as set out in SMR of this Contract).
- 5 The following activities and information have been satisfactorily completed:
- (i) On keel laying (or equivalent) including erection at least 200 tonnes of the steel weight erected and fully welded as a single unit plus:
  - (ii) the Baseline project plan (Level 0 and Level 1) (as set out in Statement of Management Requirements (SMR) of this Contract);
  - (iii) the Drawing Submission programme (as required by the SoR);
  - (iv) test and trials programme including results of any previous tests and trials carried out;
  - (v) the acceptance review, project review and technical review calendars (as set out in SMR of this Contract).
- 6 The following activities and information have been satisfactorily completed:
- (i) Main engines delivered.
  - (ii) 500 tonnes of the total hull steel prefabricated in final block form.
  - (iii) the Baseline project plan (Level 0 and Level 1) (as set out in Statement of Management Requirements (SMR) of this Contract);
  - (iv) the Drawing Submission programme (as required by the SoR);
  - (v) test and trials programme including results of any previous tests and trials carried out;
  - (vi) the acceptance review, project review and technical review calendars (as set out in SMR of this Contract).
- 7 The following activities and information have been satisfactorily completed:
- (i) Scientific winches FAT Complete
  - (ii) All production engineering drawings.
  - (iii) 1500 tonnes of the total hull steel prefabricated in final block form.
  - (iv) the Baseline project plan (Level 0 and Level 1) (as set out in Statement of Management Requirements (SMR) of this Contract);
  - (v) the Drawing Submission programme (as required by the SoR);
  - (vi) test and trials programme including results of any previous tests and trials carried out;
  - (vii) the acceptance review, project review and technical review calendars (as set out in SMR of this Contract).
- 8 The following activities and information have been satisfactorily completed:
- (i) Hull erected to main deck (excluding block 40Band Units 1000, 1001).
  - (ii) 4000 tonnes of the total hull steel prefabricated in final block form.
  - (iii) the Baseline project plan (Level 0 and Level 1) (as set out in Statement of Management Requirements (SMR) of this Contract);
  - (iv) the Drawing Submission programme (as required by the SoR);
  - (v) test and trials programme including results of any previous tests and trials carried out;
  - (vi) the acceptance review, project review and technical review calendars (as set out in SMR of this Contract).
- 9 The following activities and information have been satisfactorily completed:
- (i) All thrusters and propulsion motors installed in vessel.
  - (ii) the Baseline project plan (Level 0 and Level 1) (as set out in Statement of Management Requirements (SMR) of this Contract);

- (iii) the Drawing Submission programme (as required by the
- (iv) SoR);
- (v) test and trials programme including results of any previous tests and trials carried out;
- (vi) the acceptance review, project review and technical review calendars (as set out in SMR of this Contract).

10 The following activities and information have been satisfactorily completed:

- (i) Vessel ready to Launch in accordance with the SoR;
- (ii) the Baseline project plan (Level 0 and Level 1) (as set out in Statement of Management Requirements (SMR) of this Contract);
- (iii) the Drawing Submission programme (as required by the SoR);
- (iv) test and trials programme including results of any previous tests and trials carried out;
- (v) the acceptance review, project review and technical review calendars (as set out in SMR of this Contract).

11 The following activities and information have been satisfactorily completed:

- (i) All electrical distribution systems commissioned and generators load tested.
- (ii) the Baseline project plan (Level 0 and Level 1) (as set out in Statement of Management Requirements (SMR) of this Contract);
- (iii) the Drawing Submission programme (as required by the SoR);
- (iv) test and trials programme including results of any previous tests and trials carried out;
- (v) the acceptance review, project review and technical review calendars (as set out in SMR of this Contract).

12 The following activities and information have been satisfactorily completed:

- (i) Interim Acceptance of the Vessel;
- (ii) the Baseline project plan (Level 0 and Level 1) (as set out in Statement of Management Requirements (SMR) of this Contract);
- (iii) the Drawing Submission programme (as required by the SoR);
- (iv) test and trials programme including results of any previous tests and trials carried out;
- (v) the acceptance review, project review and technical review calendars (as set out in SMR of this Contract).

13 The following activities and information have been satisfactorily completed:

- (i) Completion of as built documentation and
- (ii) the Baseline project plan (Level 0 and Level 1) (as set out in Statement of Management Requirements (SMR) of this Contract);
- (iii) the Drawing Submission programme (as required by the SoR);
- (iv) test and trials programme including results of any previous tests and trials carried out;
- (v) the acceptance review, project review and technical review calendars (as set out in SMR of this Contract).

14 The following activities and information have been satisfactorily completed:

- (i) Satisfactory completion of deep water science trials plus
- (ii) test and trials programme including results of any previous tests and trials carried out;
- (iii) Completion and Acceptance of outstanding defects and non-compliances

recorded at Interim Acceptance of the Vessel subject to delivery by the Contractor to the Council of all "as fitted" drawings (as required by the SoR);

The following amount(s) is/are due for payment £

- (a) In respect of the Contract Price.
- (b) In respect of the outstanding balance of Contract Variations.

-----  
**TOTAL**  
 -----

For and on behalf of

For and on behalf of

CAMMELL LAIRD SHIPREPAIRERS  
AND SHIPBUILDERS LTD

NATURAL ENVIRONMENT  
RESEARCH COUNCIL

\_\_\_\_\_

\_\_\_\_\_

Director

Project Manager

Dated:

Dated:

**FINAL CERTIFICATE**

To: Natural Environment Research Council  
Polaris House  
North Star Avenue  
Swindon  
SN2 1EU  
United Kingdom

Under a Contract dated 20 November 2015 made between Cammell Laird Shiprepairers and Shipbuilders Ltd and the Natural Environment Research Council.

We hereby certify in connection with the building of the vessel that:-

- (i) Guarantee Docking  
Check List of Defects  
All Contract Deliverables

Have been completed to the satisfaction of the Council. That all extended warranties have been provided to the Council.

- (ii) The following amount(s) is/are due for payment
- £
- (a) in respect of the Contract Price
- (b) in respect of the outstanding balance of contract variations

-----  
**TOTAL**  
-----

For and on behalf of

CAMMELL LAIRD SHIPREPAIRERS  
AND SHIPBUILDERS LTD

For and on behalf of

NATURAL ENVIRONMENT  
RESEARCH COUNCIL

\_\_\_\_\_  
Director

\_\_\_\_\_  
Project Manager

Dated:

Dated:

**CERTIFICATE OF SEAWORTHINESS**

CONTRACTOR'S CERTIFICATE of the satisfactory condition of the vessel designated below (\*) for removal from and while away from its premises for the purposes of trials etc. (See Note 4 re: removal for purposes other than trials)

We are about to remove ..... \*[insert name of vessel] from our premises in connection with the programme of trials attached (or for the purpose noted on page 4 of this Form).

**NOTE** The Contractor should type and sign on page (to be inserted) any special notes amendments or reservations it may wish to submit.  
**IF NONE, DELETE THIS NOTE.**

We certify:-

(a) That the

1. Hull structure;
2. Internal water-tight subdivision;
3. Arrangements for the exclusion of water from the interior, such as doors hatches valves shaft glands etc;
4. Life-saving appliances and associated equipment;
5. Fire detection and fire-fighting equipment;
6. Steering gear;
7. Anchor and cable arrangements;
8. Navigational arrangements and equipment;
9. Pumping, flooding and draining arrangements;
10. Main and auxiliary machinery;
11. Electrical supply and distribution arrangements;
12. Lighting, ventilation, accommodation and messing arrangements;
13. Guards on moving machinery and other precautions for protection of Personnel
14. Lifeboat and emergency station plan (posted conspicuously on the vessel Prior to sea trials)

15. All relevant authorities have been informed

of the vessel are in a satisfactory state of completion to undertake these trials and that in respect of these items all relevant tests and trials specified have so far as is practicable without the vessel being under way been completed with satisfactory results. All personnel on board during the trials are required to have familiarised themselves with their lifeboat and emergency stations.

- (b) That the state of completion and proof by relevant trials and/or inspections of ventilation lighting accommodation and messing arrangements and of radio and similar installations satisfies Council requirements for readiness at this stage.
- (c) That all necessary electrical supply arrangements and equipment are in a satisfactory state of completion and that all relevant tests and trials specified and any others that are customary and relevant as in (a) above, have been completed with satisfactory results.
- (d) That the main and auxiliary machinery has satisfactorily undergone all specified tests trials and inspections programmed to precede the trials now pending and is (or will be) in a fit state for the latter; and that we are willing to undertake responsibility for the machinery and (if appropriate) for the operation and management thereof during the trials.
- (e) That the stability of the vessel is and will be during the trials not less than the minimum specified by a competent authority e.g. MCA, evidenced by the calculation of departure and predicted arrival conditions.
- (f) That all seamanlike precautions for seaworthiness and safety have been and will be taken on each occasion of a sea trial including items listed in the Appendix to this clause.
- (g) That in every other respect the vessel is in a fit condition for removal from our premises for the purposes stated herein.

Signed ..... Date .....

On behalf of .....

**CERTIFICATE OF SEAWORTHINESS**

**The Contractor should type and sign this page making any special notes amendments or reservations it may wish to submit.**

**CERTIFICATE OF SEAWORTHINESS**

OFFICIAL CONCURRENCE

We concur that the vessel is in all respects in a satisfactory condition for removal from the Contractor's premises for the purposes stated herein. The Contractor's remarks (if any) on page (*to be inserted*) have received appropriate attention.

Signed .....  
.....  
.....

Technical Adviser

(a) .....  
.....  
.....

NOTES:-

1. This Form should not be completed until very shortly before the movement is to take place and the proper condition of the vessel for the movement can be assured.
2. The Contractor is to complete its portion of the Form and hand it to the project manager who will enter above the designations of those officers\* from whom he requires concurrence and then obtain their signatures or objections. If satisfied, he will himself then countersign the Form at (a), retain it for record, and inform the Contractor in writing that this has been completed and that the proposed movement of the vessel may therefore proceed.

Note: \* These will be the Classification Authority Surveyors concerned.

3. Except in emergency, for her safe preservation, the Contractor is not without the aforesaid written sanction to move nor cause the movement of the vessel from its premises.
4. When the proposed movement is for purposes other than trials (including passage through open or confined pilotage waters to a dock) the Contractor is to modify the Form and/or enter remarks on page (*to be inserted*) to make it applicable to the particular case.
5. Unless thought necessary by the project manager this Form need not be rendered when the contractor proposes to move the vessel from his premises to a nearby berth or dock which can be reached without passage through open or confined pilotage waters.

**CERTIFICATE OF SEAWORTHINESS**

**CONTRACTOR'S REMARKS**

**CERTIFICATE OF SEAWORTHINESS**Appendix to Clause (f)SEAMANLIKE PRECAUTIONS

THE CONTRACTOR shall on each occasion of a sea trial take all seamanlike precautions for the seaworthiness and safety of the vessel including the following:-

1. Ensure that the main engines, steering gear, capstans, engine telegraphs, sirens, all sea communications and navigational aids, and such other items as it may require, have been tested for readiness and reported correct to the Master.
2. Ensure that both anchors are prepared for and are immediately ready for letting go when leaving/approaching harbour or when in confined waters.
3. Ensure that the watertight subdivision of the vessel is kept as complete as possible whilst at sea by proper closing of doors, hatches, and ventilation when not necessarily required to be open; and that there is an efficient Organisation for the rapid closing on command of any that may have to remain open.
4. Ensure that at least two surface warning radar are fitted in time for testing, with the bridge displays operating.
5. Arrange that for the purposes of safe operation, any necessary "instructions for the use of Engine-room Telegraphs during Trials" are displayed on the navigating bridge and at each machinery control position; and ensure that these Instructions are understood and obeyed by the appropriate staff.
6. Ensure that means exist of communicating orders and alarm signals rapidly throughout the vessel (warning telephone where fitted).
7. Establish a simple procedure for dealing rapidly with fire or collision damage.
8. Ensure that a Sea boat or lifeboat and liferafts of sufficient capacity can be manned and floated rapidly and that a lifebuoy can be released from the bridge instantaneously.
9. Ensure that appropriate arrangements for establishing water depths under the ship's keel and vessel speed through the water are operational
10. Ensure that a radio installation is available which at least meets the GMDSS requirements for the sea area in which the trials are to be carried out.
11. Ensure that pyrotechnics in accordance with the latest UK Department for Transport Regulations are available and that there is an efficient Organisation for handling them.
12. Embark a medical First Aid Box sufficient for persons aboard and in the charge of a Certificated First-Aider.

(Page for Contractor's use: see NOTE under "Official Concurrence" in Certificate of Seaworthiness).

[INSERT NAME OF VESSEL]

## INTERIM ACCEPTANCE FORM

Section 1 - to be completed by the Shipbuilder

1. We Cammell Laird Shiprepairers and Shipbuilders Ltd of Campbeltown Road, Birkenhead, Merseyside, CH41 9BP, offer for Interim Acceptance [*insert name of vessel*] built by us under Contract PR140016 dated 20 November 2015 at ..... hours this ..... day of ..... 20.....

in position .....

2. We agree that:

- a. the machinery and equipment involved in the attached List 'A' of trials to be carried out are still our responsibility.

and are minor defects not resulting in any requirement to agree an actual date of handing over for the purposes of 9 (Delivery) of Schedule C4.

or are major defects resulting in an agreed actual date of handing over for the purposes of 9 (Delivery) of Schedule C4 of 27 June 2018.

- b. The items of work described in the attached List 'B' are still outstanding and are our liability.

and are minor defects not resulting in any requirement to agree an actual date of handing over for the purposes of 9 (Delivery) of Schedule C4.

or are major defects resulting in an agreed actual date of handing over for the purposes of 9 (Delivery) of Schedule C4 of 27 June 2018.

- c. The Design Characteristics on which Acceptance and Liquidated Damages depend have been achieved as set out in the attached list 'C'.

In the cases only of these Characteristics for which finally agreed figures are not yet available, the Vessel is to be provisionally accepted by the Council without prejudice to:

- 1) the amount of Liquidated Damages payable
- 2) the exercise of the Council's Options of Rejection.

- d. If the contract is subject to Liquidated Damages in respect of late delivery and the Vessel is being handed over after the Contract Acceptance Date, then the Vessel is to be provisionally accepted by the Council without prejudice to the amount of Liquidated Damages payable on this account.

3. We request that:

- a. Items marked 'Council' in List 'B' may be undertaken by the Council within UK, at our expense.
- b. Facilities may be afforded to us to undertake items marked 'SB' in List 'B'.
- c. We may be notified within one calendar month of details of claims for Liquidated Damages and Options of Rejection.
- d. In the event of Rejection the Vessel may be returned at Council expense to the position of Provisional Acceptance.

Signed .....

For and on behalf of .....

Section 2 - To be completed by the Project Manager appointed by the Council

Subject to the agreement set out in Section 1 of this Form, the vessel is accepted/provisionally accepted at the time and date and in the position stated.

Technical Adviser

Project Manager

Signed .....

Signed .....

NAME [BLOCK CAPITALS]

NAME [BLOCK CAPITALS]

\_\_\_\_\_

\_\_\_\_\_

Date:.....

Date:.....

[INSERT NAME OF VESSEL]

**LIST 'A'**

**(OUTSTANDING TESTS AND TRIALS AT THE TIME OF INTERIM ACCEPTANCE OF THE VESSEL)**

**SIGNED:**

For and on behalf of the Contractor

For and on behalf of the Council

.....

.....

NAME [BLOCK CAPITALS]

NAME [BLOCK CAPITALS]

\_\_\_\_\_

\_\_\_\_\_

Date:.....

Date:.....

[INSERT NAME OF VESSEL]

**LIST 'B'**

**(OUTSTANDING ITEMS OF WORK AT THE TIME OF INTERIM ACCEPTANCE OF VESSEL)**

**SIGNED:**

For and on behalf of the Contractor

For and on behalf of the Council

.....

.....

NAME [BLOCK CAPITALS]

NAME [BLOCK CAPITALS]

\_\_\_\_\_

\_\_\_\_\_

Date:.....

Date:.....

[INSERT NAME OF VESSEL]

**LIST 'C'**

**STATEMENT OF DESIGN CHARACTERISTICS ACHIEVED**

The requirement of design characteristics of the vessel as laid down in the Liquidated Damages and Rights of Rejection Conditions which form part of the contract, adjusted to embody all changes thereto due to alterations to the contract authorised by the Council since the date of order, have been achieved to the following extent:

**SIGNED:**

For and on behalf of the Contractor

For and on behalf of the Council

.....

.....

NAME [BLOCK CAPITALS]

NAME [BLOCK CAPITALS]

\_\_\_\_\_

\_\_\_\_\_

Date:.....

Date:.....

## SCHEDULE C4

### LIQUIDATED AND ASCERTAINED DAMAGES AND RIGHTS OF REJECTION

Liquidated Damages apply to the following in no particular order of importance:

1. Fuel economy
2. Speed Control
3. Ice Breaking Performance
4. Manoeuvring
5. Deadweight
6. Cargo
7. Range
8. In-water noise / radiated noise
9. Delivery

For each of the key areas above, the threshold level is defined below at which a severe deficiency in meeting the requirements could result in rejection of the ship. In such circumstances, the Council shall have the option of rejecting the ship, in which case all payments made by the Council shall be refunded by the Contractor. Where any deficiency is less severe, then liquidated and ascertained damages shall apply on a sliding scale in proportion to the actual deficiency.

The actual amounts set as liquidated and ascertained damages are detailed below. As a general principle they are defined at a level that equates to the additional costs to NERC and the science community of conducting the research programme.

The rejection threshold level and other scales of non-compliance where liquidated and ascertained damages apply are as follows:

**Key** text below in **red** shows the requirements.

text below in black indicates liquidated damages detail.

Each of the following requirements shall be demonstrated by a means to be mutually agreed. Where appropriate, means of correction for deviation from the stated environmental conditions shall be proposed by the Contractor and subject to agreement by the Council. Refer to Section 5 of the SoR for information on the tests and verification process.

**The Contractor and the Council agree to review the Liquidated Damages contained within this schedule after Instalment 4 (model tests and computer simulations).**

#### REDACTED – FOI Act Section 43

##### 1. Fuel Economy

**The economic cruising speed at the design draught of 7.0m with the moonpool closed is to be not less than 13.0 knots in Sea State 2 or under while utilising less than 3.5MW of propulsion motor power.**

Liquidated damages shall apply on a cumulative basis for variations in power as detailed below:

REDACTED – FOI Act Section 43

A value above 4.0MW will result in rejection of the Vessel.

**The vessel is to be capable of sustaining no less than 11 knots in Sea State 2 while utilising less than 2.0MW of propulsion motor power, in quiet mode of operation, i.e. low underwater noise.**

Liquidated damages shall apply on a cumulative basis for variations in power as detailed below:

REDACTED – FOI Act Section 43

A value above 2.5MW will result in rejection of the Vessel.

**REDACTED – FOI Act Section 43**

## 2. Speed Control

**In the speed range 1 knot to 8 knots the average speed over the ground, defined simply as distance / time, must not vary more than  $\pm 0.25$  knots in Sea State 4. The trial will be based upon a 2 hour time duration.**

The vessel will be rejected if the lowest speed of 1.0 knot cannot be attained with constant revolutions on the main propulsion.

Variations between  $\pm 0.25$  knots to  $\pm 0.5$  knots shall be subjected to liquidated damages. Beyond  $\pm 0.5$  knots the vessel will be rejected.

Liquidated damages

REDACTED – FOI Act Section 43

## 3. Ice Breaking Performance

### Thrust for Breaking Ice

The thrust produced at three knots during ice trials with propulsion shaft power not exceeding 10 MW shall not be less than the required thrust as predicted during Ice model testing for breaking 1m Ice having a flexural strength of 500kPa with 20cm snow covering at 3knots.

Liquidated damages of REDACTED – FOI Act Section 43 shall apply for each percentage point of reduced thrust between REDACTED – FOI Act Section 43.

Rejection of the vessel shall apply if the thrust is less than REDACTED – FOI Act Section 43 with the specified propulsion power.

## 4. Manoeuvring

**The vessel is to be capable of safely manoeuvring and berthing without the assistance of tugs in beam-on wind speeds of 30 knots and at a water depth providing a clearance of 1.5m under the keel.**

Variations in wind speed capability over 25 knots up to 30 knots would be subjected to damages. At or below 25 knots the vessel would be rejected.

Liquidated damages:

- If the vessel is unable to exert control in winds above 25 knots and below 30 knots the damages levied will be REDACTED – FOI Act Section 43.

## 5. Deadweight

With the vessel floating at the full load design draft of 7.0m, with zero trim and heel (with the moon pool closed) the deadweight of the vessel shall be not less than 4475t in sea water with SG of 1.025. The deadweight shall exclude water ballast except for heeling and stabilizer water.

### Growth margin

**In addition to the deadweight required to be carried a 400 tonnes lightship weight growth margin is to be allowed for at the full load design draft of 7.0m. The growth margin is to be taken to apply at 1m above the working deck level or lightship centre whichever is worst, at midships and on the centreline.**

Liquidated Damages will be applied if the cargo, AVTUR, scientific deadweight and growth margin that can be carried are less than REDACTED – FOI Act Section 43 Liquidated Damages will be applied as follows:

REDACTED – FOI Act Section 43

The Vessel will be rejected if the cargo, AVTUR, scientific deadweight and growth margin that can be carried at the full load design draft of 7.0m is less than 2050 tonnes.

## 6. Cargo Volume

### 6.1 Aggregate Net Volume of Cargo and Science holds

**Aggregate Net (excluding space for structure ventilation, escape trunks piping) cargo capacity within enclosed hold spaces shall be not less than 2400 m<sup>3</sup>. The required volume shall be met in a minimum of two segregated holds**

Liquidated Damages of REDACTED – FOI Act Section 43 per m<sup>3</sup> will be applied for each m<sup>3</sup>, or part thereof, where the Aggregate Net volume is less than REDACTED – FOI Act Section 43.

The Vessel will be rejected if the aggregate net cargo and scientific hold volume is less than REDACTED – FOI Act Section 43.

### 6.2 Aviation Fuel in Bulk

**Minimum capacity in designated bulk Aviation fuel tanks suitable for carriage of fuel with Flash Point less than 43 Degrees C shall be not less than 650 m<sup>3</sup>.**

Liquidated Damages of REDACTED – FOI Act Section 43 will be applied for each m<sup>3</sup>, or part thereof, where the Aggregate Net volume is REDACTED – FOI Act Section 43.

The Vessel will be rejected if the aggregate AVTUR Volume is less than REDACTED – FOI Act Section 43.

## 7. Range

Range of 19,000nm is required at an economic cruising speed of 13knots with the vessel at a 7.0m draft (with the moonpool closed) calculated with a 15% sea margin and a minimum FO reserve remaining in the tanks of 10%.

Range to be calculated based on Fuel consumptions and propulsive powers determined during sea trials and hotel loads determined from the Electrical load balance.

If the range falls short of that specified by more than REDACTED – FOI Act Section 43 liquidated damages of REDACTED – FOI Act Section 43 shall apply for each full one per cent of range deficiency beyond the REDACTED – FOI Act Section 43 allowance.

If the range falls short of that specified by more than REDACTED – FOI Act Section 43 rejection will apply.

## 8. In-Water Noise / Radiated Noise

**The Vessel is to meet the underwater radiated noise requirements for Research Vessels stated in DNV's Rules for Classification of Ships part 6 Chapter 24 - Silent Class Notation (Silent R) with the vessel free running at speeds of up to and including 11 knots (with all machinery and ship's systems in normal operating conditions).**

Liquidated damages shall be levied on the basis of the reduction in speed at which the required underwater noise levels are achieved.

- Reduction in speed to meet noise requirements first REDACTED – FOI Act Section 43
- Reduction in speed to meet noise requirements for every REDACTED – FOI Act Section 43

If the reduction in speed to meet the noise requirements is below 8 knots, rejection will apply.

**In addition, the Vessel is also to meet the underwater radiated noise requirements of the Silent S notation with the vessel towing a 3 tonne load at speeds of up to and including 8 knots (with all machinery and ship's systems in normal operating conditions).**

Liquidated damages shall be levied on the basis of the reduction in speed at which the required underwater noise levels are achieved.

- Reduction in speed to meet noise requirements first REDACTED – FOI Act Section 43
- Reduction in speed to meet noise requirements for every REDACTED – FOI Act Section 43

If the reduction in speed to meet the noise requirements is below 5 knots, rejection will apply.

**9. Delivery**

**A contractual delivery date will be defined. This may be modified during the course of the Contract in accordance with the change order system.**

For each 24 hours the interim acceptance of the Vessel is delayed beyond the agreed delivery date Liquidated Damages will be levied as shown below:

Delivery Date from REDACTED – FOI Act Section 43 per day

Delivery Date from REDACTED – FOI Act Section 43 per day

Delivery Date from after REDACTED – FOI Act Section 43 per day

Should interim acceptance of the vessel be delayed for a period exceeding 365 calendar days the Council may choose, at its sole discretion, to reject the vessel.

**SCHEDULE C5****ESCROW ACCOUNT**

This schedule contains the detail of the Escrow Account which will be used to fund the agreed contractual milestone payments due under the Contract.

1. An Escrow Account shall be opened in accordance with the escrow agreement as attached at Annex A hereto. The account details are:

REDACTED – FOI Act Section 43

2. Every month from Contract signature through to Interim Acceptance, there will be a formal contract review meeting in accordance with the Statement of Management Requirements (SMR). The timing of these meetings shall be agreed six months in advance on a rolling basis. One week prior to the contract review meeting, the Contractor shall provide a monthly status report comprising all of the information required in the SMR. Every month, the Council's Project Manager will review the report and, provided progress has been made in accordance with the agreed Level 1 project plan, will approve the monthly payment to be transferred in the Escrow Account as per the mechanism described in this schedule.
3. The following table details the payments to be made, subject to paragraph 2 above, into the Escrow Account over the course of the Contract as may be amended from time to time.

REDACTED – FOI Act Section 43

PR140016

OFFICIAL SENSITIVE (COMMERCIAL)

ANNEX A

ESCROW AGREEMENT

REDACTED – FOI Act Section 41

**SCHEDULE C6**

**BONDS AND GUARANTEES**

**First Guarantee**

**Demand Advance Payment Guarantee**

REDACTED – FOI Act Section 43

**Second Guarantee**

**Demand Advance Payment Guarantee**

REDACTED – FOI Act Section 43

**Third Guarantee**

**Demand Advance Payment Guarantee**

REDACTED – FOI Act Section 43

## **SCHEDULE C7**

### **SUBCONTRACTORS AND SUPPLIERS**

The Contractor must meet the requirements of the SOR. In doing so, the Contractor must select subcontractors and/or suppliers for each of the ship and scientific systems only from the table below:

REDACTED – FOI Act Section 43

## **SCHEDULE C8**

### **STANDARD TARIFFS AND RATES**

The following rates shall apply for any extras, additions or alterations approved in accordance with Condition 40 of the General Terms and Conditions of Contract.

Labour Rates per hour including Establishment Charges and Profit

REDACTED – FOI Act Section 43

## **SCHEDULE C9**

### **MANAGEMENT OF DEFECTS/CLAIMS DURING THE GUARANTEE PERIOD**

#### **Introduction**

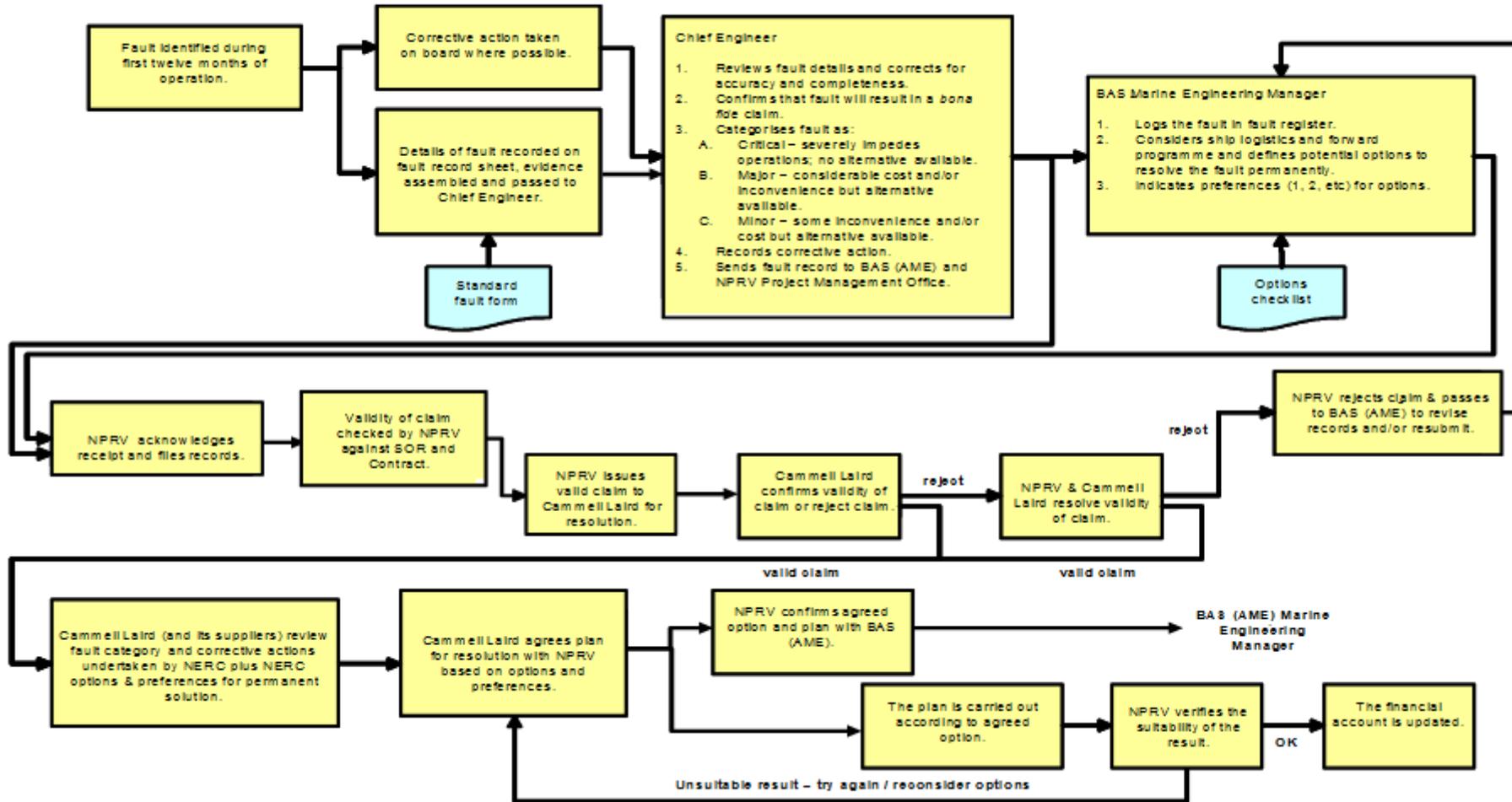
This paper describes the process for handling defects and claims on the Shipbuilder during the twenty four months guarantee period after delivery of the vessel.

#### **Principles Followed**

1. Where possible, the process embraces the existing systems used within the Ship Operator (BAS-AME) to record and report vessel defects.
2. The process defines the interfaces between BAS-AME, the New Polar Research Vessel (NPRV) Project and the Shipbuilder (Cammell Laird Shiprepairers and Shipbuilders Ltd).
3. Once the ship is delivered, the key roles of each are as follows:
  - a. BAS-AME will take charge and will have sole responsibility for operating the ship; maintaining the ship; undertaking detailed planning for the scientific cruises; and establishing / arranging the ship's logistics.
  - b. NPRV has one remaining activity to discharge: to ensure that Cammell Laird Shiprepairers and Shipbuilders Ltd resolves any defects in the items it has supplied within the guarantee period.
  - c. Cammell Laird Shiprepairers and Shipbuilders Ltd has to remedy any defects or deficiencies in the items it has supplied.
4. Resolution of defects and deficiencies shall take due account of the ship's logistics. Solutions will be implemented at the most convenient locations.
5. NPRV shall act as the sole channel for communicating claims for defects / deficiencies to Cammell Laird Shiprepairers and Shipbuilders Ltd.

**Process Flow**

The detailed flow of information is shown in the following process



The *standard fault form* and the *options checklist* make up pages 1 and 2 of the record of the claim. The *standard fault form* covers the following items:

- Ship name / contract reference
- Reference number of fault/defect
- Date and time occurred
- Title / Equipment at fault
- System
- Equipment manufacturer
- Equipment serial no.
- Equipment no.
- Description of fault and evidence gathered (incl. photos, operating conditions, etc)
- Consequences of fault / defect (safety problems, operating problems, environmental problems, etc)
- Originator of form
- Checker / approver (nominated person on board)
- Remedial action taken (temporary / permanent)
- Labour used (type, hours, rate, cost)
- Spares used requiring replenishment
- Used parts in return
- Severity / Category (A, B, C)
- Action required by Cammell Laird Shiprepairers and Shipbuilders Ltd

The *options checklist* covers the following items:

- 1 – replace spare part in stores
- 2 – supply replacement spare part at next port of call
- 3 – supply special replacement part at next port of call
- 4 – supply special replacement part at emergency unscheduled port stop
- 5 – repair during guarantee dry docking
- 6 – repair at next service point
- 7 – repair at next scheduled port of call
- 8 – repair at emergency unscheduled port stop
- 9 – repair at port with special facilities
- 10 – repair at supplier's site

Sub options for 5 through 10:

- A – organised by Cammell Laird Shiprepairers and Shipbuilders Ltd
- B – organised by NERC

Next port of call <location>

Emergency port stop <location>

**GUARANTEE / WARRANTY CLAIM**

Vessel: **[NPRV Name to be inserted]**

Yard No: **REDACTED – FOI Act Section 43**

Operator / Owner: **Natural Environment Research Council  
British Antarctic Survey  
AME  
High Cross  
Madingley Road  
Cambridge  
CB3 0ET**

Supplier Contacted:	YES/NO
Temporary Correction:	YES/NO
Permanent Correction:	YES/NO
Modifications Complete?	YES/NO

System:

Manufacturer:

Serial No:

Type:

Time & Date of problem:

Description of problem:

Severity / Category:

- A – Critical – severely impedes operations, no alternative available
- B – Major – considerable cost and/or inconvenience but alternative available
- C – Minor – some inconvenience and/or cost but alternatives available

PR140016

OFFICIAL SENSITIVE (COMMERCIAL)

Consequence of fault / defect:

Action to correct the problem:

Parts used	Part No.	Position No.	Quantity
------------	----------	--------------	----------

Working hours:

Note: For NERC's use only, not chargeable to the Shipyard.

Comment:

E.g. Status of removed parts, used parts for return, status or intention for return

Place:

Date:

Claim submitted by:

**Action required from Shipyard:**

**SCHEDULE C10**

**TARIFFS AND RATES DURING THE GUARANTEE PERIOD**

The following rates are the maximum equivalent rates that will be paid by the Contractor during the warranty/contract guarantee period for repairs carried out at other than the contractor's shipyard facilities.

REDACTED – FOI Act Section 43