

- 53.1. Where specified in a Work Request Form (MOD Boats Form 1020) the Authority will provide the Contractor, on a free issue basis, with fuels, lubricating oils and hydraulic fluids (but not greases) required for the purposes of setting to work and trials. In such circumstances the Contractor shall provide early notification to the Authority of his requirements for fuels, lubricating oils and hydraulic fluids (but not greases) to enable the Authority to make delivery and for the Contractor to complete all work required under the Work Request Form (MOD Boats Form 1020) by the Agreed Delivery Date.
- 53.2. Upon receipt of the fuels, lubricating oils and hydraulic fluids from the Authority the Contractor shall ensure suitable and safe storage.
- 53.3. In the event that it is necessary for the Contractor to undertake repetition of any tests or trials, due to a failure of the Contractor, the Contractor shall be liable for the cost of the fuels, lubricating oils and hydraulic fluids consumed during such additional tests and trials. Where the Authority provides fuels, lubricating oils and hydraulic fluids, the costs will be charged to the Contractor by the Authority at the rates current at the date of consumption.

54. Sustainable Procurement

- 54.1. The Contractor shall take all reasonable steps to procure the observance of the economic, social and environmental legislation related to the subject matter or the execution of the Contract by any servants, employees or agents of the Contractor and any Sub-Contractors engaged in the performance of the Contract.
- 54.2. If the Contractor becomes aware of any potential or actual prosecution or proceedings, for criminal breaches of the economic, social and environmental legislation related to the subject matter or the execution of the Contract, against the Contractor, any servants, employees or agents of the Contractor and any Sub-Contractors engaged in performance of the Contract, the Contractor shall immediately notify the Authority at the address specified in the Contract.
- 54.3. Any convictions during the period of the Contract for criminal breaches of the economic, social and environmental legislation related to the subject matter or the execution of the Contract by the Contractor or any of the Contractor's directors/partners or senior management who have powers of representation, decision or control, shall be regarded as a material breach of this Contract.
- 54.4. A sustainable procurement plan is not required for the purposes of this Contract.

55. Compatibility with Authority Systems

- 55.1. The Contractor shall ensure that all documents required for this Contract including but not limited to plans, drawings, report, forms and logs are supplied in the English Language (UK) using both the Oxford English Dictionary and the principles of the Simplified Technical English (STE) Dictionary.
- 55.2. The Contractor shall ensure that all Notices and Deliverable Drawings and Documents are provided in, or shall be fully compatible with, the following applications:
 - 55.2.1. MS Office 365, Office 2016 applications (MS Word, MS Excel, MS PowerPoint, MS Outlook, MS Project)
 - 55.2.2. Microsoft Office 365 SharePoint Group
 - 55.2.3. Adobe Acrobat Reader 2017

55.2.4. Drawings (both formats to be provided for all drawings) which formats- see w's email

55.2.5. Autodesk AutoCAD Drawing (*.dwg), DWF (available on AutoCAD v2004+);

55.2.6. PDF format that permits a word-based search function.

55.2.7. Active Risk Manager 11.0 by SWORD, Release 11.00.3563 (or an alternative agreed with the Authority)

55.2.8. MERLIN DOORS SDE (or an alternative agreed with the Authority)

55.2.9. Primavera Oracle suite

55.3. In transferring information to the Authority, the Contractor shall:

55.3.1. ensure that all information is marked/classified in accordance with the Contract terms and conditions for data security.

55.3.2. ensure that all electronic information is free from viruses and malware.

55.3.3. ensure that e-mails do not exceed 20Mb.

55.3.4. not use memory sticks.

56. Transfer Regulations – (Transfer of Undertakings (Protection of Employment) Regulations)

56.1. The Contractor shall comply with the provisions of Schedule 25 (Transfer Regulations).

57. Public Relations and Publicity

57.1. The Contractor shall not by itself, its employees or agents, and shall procure that its Sub-Contractors shall not:

57.1.1. communicate with representatives of the press, television, radio or other communications media or members of the public on any matter concerning this Contract;

57.1.2. photograph or film in or upon any Authority Sites;

57.1.3. erect or exhibit on any part of the Authority Sites any signs or trade boards; or exhibit or attach to any part of the Authority Sites any notice or advertisement, unless the Authority has given its prior written consent or as otherwise required to comply with Legislation.

58. Exit

58.1. On termination of the Contract or Multi-Task Summary Form / Work Request Form (MOD Boats Form 1020) and at any time and for whatever reason, the Authority shall not be liable for any additional costs, other than where the Authority is liable under the Contract, for the hand-over by the Contractor to any successor Contractor or to the Authority of all data as may exist in the Contractor's possession at the time of termination of the Contract or Multi-Task Summary Form / Work Request Form (MOD Boats Form 1020), and as relevant to the performance of the work by that successor Contractor or the Authority.

58.2. To provide for the possible hand-over to another Contractor on termination of the Contract, or transfer back of responsibility for the work to the Authority, throughout the duration of the Contract, the Contractor shall maintain records, including an IPR register,

in a manner suitable to facilitate such a hand-over. The records shall be maintained by the Contractor in a manner that the Contractor would expect them to be maintained in were the Contractor to be a successor Contractor unfamiliar with the requirements. The Authority's minimum requirement shall be, subject to the ownership of the hardware and Intellectual Property Rights/Free User Rights vesting with the Authority, the records required by the Authority from the Contractor shall include, but not be limited to the following:

- 58.2.1. a list of all Sub-Contractors and suppliers used by the Contractor in performance of the Contract including details of products and existing Contracts;
 - 58.2.2. warranty, guarantee and certification documentation, including test certificates as appropriate;
 - 58.2.3. a list of GFE holdings (including an inventory of the stores);
 - 58.2.4. reports produced for the Authority during the Contract (including supporting information referenced therein);
 - 58.2.5. a log of major technical and support decisions taken by the Contractor and the Authority during the Contract;
 - 58.2.6. support manuals for the systems and equipment in service on expiry or termination of the Contract, that provide sufficient information for the successor Contractor and operator to safely and efficiently support and operate the equipment;
 - 58.2.7. maintenance manuals, records and configuration status that provide sufficient information for the maintainer to safely and efficiently maintain the Boat(s); the maintenance manuals would include the parts breakdown of the equipment, etc;
 - 58.2.8. In addition, the Contractor shall also return or destroy, with the Authority's permission, any documentation supplied by the Authority or generated by the Contractor on behalf of the Authority, including any information with an Official classification.
- 58.3. The requirement for hand-over records as detailed in Clause 58.2 above to be maintained by the Contractor shall be included in the Annex F (Exit Strategy Plan) to Schedule 6 (Integrated Project Management Plan).
- 58.4. The records required by the Authority are as set out in Annex F to the Integrated Project Management Plan (Schedule 6). The records shall be maintained by the Contractor in a manner that the Contractor would expect them to be maintained in were the Contractor to be a successor Contractor unfamiliar with the requirements.

59. Earned Value Management

- 59.1. The Contractor shall develop, deliver and update as needed over the term of the contract, an Earned Value Management Plan (EVMP) in accordance with the requirements stated in Annex C (Earned Value Management Plan) of Schedule 6 (Integrated Project Management Plan).

60. UK OFFICIAL AND UK OFFICIAL-SENSITIVE CONTRACTUAL SECURITY CONDITIONS

Purpose

- 60.1. This document provides guidance for Contractors where classified material provided to or generated by the Contractor is graded UK OFFICIAL or UK OFFICIAL-SENSITIVE.