

- 51.3.1. ensure that all information is marked/classified in accordance with the Contract terms and conditions for data security.
- 51.3.2. ensure that all electronic information is free from viruses and malware.
- 51.3.3. ensure that e-mails do not exceed 99000 Mb in size.
- 51.3.4. not use memory sticks, USB Flash Drives or USB removable hard drives.

52. Sustainable Procurement

- 52.1. 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.
- 52.2. 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.
- 52.3. 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.
- 52.4. A sustainable procurement plan is not required for the purposes of this Contract.
- 52.5. The Contractor is encouraged to bring to the attention of the Authority any measures which might promote sustainable procurement from a social, economic and environmental point of view.
- 52.6. The Contractor shall take all reasonable steps to ensure that all activities under this Contract shall comply with certified environmental management standards based on ISO14001 or equivalent.

53. Exit

- 53.1. On termination of the Contract or a Task, 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 Task, and as relevant to the performance of the work by that successor Contractor or the Authority.
- 53.2. 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 Intellectual Property Rights 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 is that subject to the ownership of the hardware and Intellectual

[REDACTED]

Property Rights/Free User Rights vesting with the Authority, the records required by the Authority shall include, but not be limited to the following:

- 53.2.1. a list of all Sub-Contractors and suppliers used by the Contractor in performance of the Contract including details of products and existing Contracts;
 - 53.2.2. warranty, guarantee and certification documentation, including test certificates as appropriate;
 - 53.2.3. a list of GFE holdings (including an inventory of the stores);
 - 53.2.4. reports produced for the Authority during the Contract (including supporting information referenced therein);
 - 53.2.5. a log of major technical and support decisions taken by the Contractor and the Authority during the Contract;
 - 53.2.6. support manuals for the systems and equipment in service on expiry or termination of the Contract, which provide sufficient information for the successor Contractor and operator to safely and efficiently support and operate the equipment;
 - 53.2.7. 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;
- 53.3. 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 - SENSITIVE classification.
- 53.4. The requirement for hand-over records as detailed in Clause 53.2 above to be maintained by the Contractor shall be included in Schedule 8 (Integrated Project Management Plan).

54. Transfer Regulations – (Transfer Undertaking (Protection of Employment))

- 54.1. Transfer Regulations will be in accordance with Schedule 12 (Transfer Regulations)

55. Public Relations and Publicity

- 55.1. The Contractor shall not by itself, its employees or agents, and shall procure that its Sub-Contractors shall not:
- 55.1.1. communicate with representatives of the press, television, radio or other communications media or members of the public on any matter concerning this Contract;
 - 55.1.2. photograph or film in or upon any Authority Premises;
 - 55.1.3. erect or exhibit on any part of the Authority Premises any signs or trade boards; or
 - 55.1.4. exhibit or attach to any part of the Authority Premises any notice or advertisement,
- unless the Authority has given its prior written consent or as otherwise required to comply with Legislation.

56. Import and Export of Boats and/or any Associated Equipment or Spares

- 56.1. In the event the Contractor, with the agreement of the Authority, takes the decision to transport a Boat, and/or any associated equipment or spares into or out of the UK the Contractor shall

be responsible for all the relevant custom formalities. In these circumstances the Contractor shall be liable for all costs.

57. NOT USED

58. OFFICIAL and OFFICIAL- SENSITIVE Security Condition for UK Contracts Definitions

- 58.1. The term "Authority" means a Ministry of Defence (MOD) official acting on behalf of the Secretary of State for Defence.

Security Grading

- 58.2. All aspects associated with this Contract are classified OFFICIAL. Some aspects are more sensitive and are classified as OFFICIAL-SENSITIVE. The Authority shall issue a Security Aspects Letter which shall define the OFFICIAL- SENSITIVE information that is furnished to the Contractor, or which is to be developed by it, under this Contract. The Contractor shall mark all OFFICIAL-SENSITIVE documents which it originates or copies during the Contract clearly with the OFFICIAL-SENSITIVE classification. However, the Contractor is not required to mark information/material related to the contract which is only OFFICIAL.

Official Secrets Acts

- 58.3. The Contractor's attention is drawn to the provisions of the Official Secrets Acts 1911-1989 in general, and to the provisions of Section 2 of the Official Secrets Act 1911 (as amended by the Act of 1989) in particular. The Contractor shall take all reasonable steps to make sure that all individuals employed on any work in connection with the Contract (including sub-contractors) have notice that these statutory provisions, or any others provided by the Authority, apply to them and shall continue so to apply after the completion or earlier termination of the Contract.

Protection of OFFICIAL and OFFICIAL- SENSITIVE Information

- 58.4. The Contractor shall protect OFFICIAL and OFFICIAL-SENSITIVE information provided to it or generated by it in accordance with the requirements detailed and any other conditions that may be specified by the Authority. The Contractor shall take all reasonable steps to prevent the loss or compromise of the information or from deliberate or opportunist attack.
- 58.5. The contractor shall apply Industry Security Notice (ISN) 2017/01 requirements to every industry owned IT and communication system used to store, process or generate MOD information including those systems containing OFFICIAL and/or OFFICIAL-SENSITIVE information. ISN 2017/01 details Defence Assurance and Risk Tool (DART) registration, IT security accreditation processes, risk assessment and risk management requirements. The ISN is available at:

[https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/594320/DART_ISN - V2 3.pdf](https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/594320/DART_ISN_-_V2_3.pdf)

- 58.6. OFFICIAL and OFFICIAL-SENSITIVE information shall be protected in a manner to avoid unauthorised access. The Contractor shall take all reasonable steps to prevent the loss, compromise or inappropriate access of the information or from deliberate or opportunist attack.
- 58.7. All OFFICIAL and OFFICIAL-SENSITIVE material including documents, media and other material shall be physically secured to prevent unauthorised access. When not in use OFFICIAL and OFFICIAL- SENSITIVE documents/material shall be handled with care. As a minimum, when not in use, OFFICIAL-SENSITIVE material shall be stored under lock and key and in a lockable room, cabinets, drawers or safe and the keys/combinations are themselves to be subject to a level of physical security and control.