

SCHEDULE 20

ACCEPTANCE OFF CONTRACT CERTIFICATE

ACCEPTANCE OFF CONTRACT (AoC) CERTIFICATE

PART I

[To be completed and signed by the Contractor]

At the time of AoC of Ship [*Ship Name*], Builder's Hull No. [*Number*] (the "Ship") which has been built under the Contract CSS/XXXX dated X XXXX 20XX (the "Contract"), as amended, it is agreed between the Authority and the Contractor that the items listed in the enclosed Annexes shall be considered as follows:

1. EVIDENCE FOR COMPLETION (enclosed):

- a) Builder's Certificate (Enclosure 1);
- b) UK Flag registration certificate for IMO No. _____, MCA Certificate No. _____ (Enclosure 2);
- c) Classification Society certificates (Enclosure 3);
- d) Completion of Final Inspection on (*insert date*) DD/MM/YYYY (Report at Enclosure 4);
- e) Completion of Basin Trials on (*insert date*) DD/MM/YYYY (Report at Enclosure 5);
- f) Completion of Contractors Sea Trials on (*insert date*) DD/MM/YYYY (Report at Enclosure 6);
- g) Provision of all signed off Test Forms (see Schedule 2 paragraph 2.8.1.7) (Summary table of Test Forms and dates signed off at Enclosure 7) (forms to be provided in the Shared Data Environment);
- h) Provision of Paint Inspection Report (see Schedule 2 para 2.8.5) following final docking from _____ (*insert paint inspection organisation*) on (*insert date*) DD/MM/YYYY (Report at Enclosure 8);
- i) Completed Verification Cross Reference Matrix VCRM (see Schedule 2 paragraph 2.8.1.9) in the Shared Data Environment and a Report of Verification Statistics (Report at Enclosure 9);
- j) Provision of latest D3B (see Schedule 2 paragraph 2.8.4) in the Shared Data Environment and a Report of Defect Rectification Statistics (Report at Enclosure 10);
- k) Delivered Documentation in the Shared Data Environment.

2. EVIDENCE OF OUTSTANDING ITEMS (at Annexes as follows)

The following items are outstanding against the full Contract requirements and will be rectified as follows:

- a) Defect and Deficiency Database (D3B) Part 1 Items, including ILS Deliverables that remain outstanding at AoC of the Ship and that the Contractor shall rectify and/or supply, as detailed in Annex A, in accordance with the Contractor's defect rectification schedule, **prior to the commencement of the Delivery Voyage**. Any retention monies withheld by the Authority in accordance with Clause 48 of the Contract shall

be released by the Authority to the Contractor on rectification of the defect and/or completion of ILS deliverables in accordance with the Contract;

- b) D3B Part 1 Items including ILS Deliverables that remain outstanding at AoC of the Ship and that the Contractor shall rectify and/or supply, as detailed in Annex B, in accordance with the Contractor's defect rectification schedule **prior to the commencement of the UK Customisation Phase** (hereinafter called "UKCCATS"). Any retention monies withheld by the Authority in accordance with Clause 48 of the Contract shall be released by the Authority to the Contractor on rectification of the defect and/or completion of ILS deliverables in accordance with the Contract;
- c) D3B Part 1 Items including ILS Deliverables that remain outstanding at AoC of the Ship and that the Contractor shall rectify and/or supply, as detailed in Annex C, in accordance with the Contractor's defect rectification schedule **prior to Acceptance into Service** of the Ship by the Authority. Any retention monies withheld by the Authority in accordance with Clause 48 of the Contract shall be released by the Authority to the Contractor on rectification of the defect and/or completion of ILS deliverables in accordance with the Contract;
- d) D3B Part 1 Items including ILS Deliverables that remain outstanding at AoC of the Ship and that the Contractor has stated he does not intend to rectify, as detailed in Annex D. The Authority has advised the Contractor that these defects and/or ILS Deliverables form part of the Contract and must be completed prior to UKCCATS or Acceptance into Service of the Ship. The Authority shall make alternative arrangements for these defects to be rectified and/or supply of ILS Deliverables, in accordance with Clauses 48 and 49 of the Contract, and any monies retained by the Authority shall be a permanent retention.

The Contractor's defect rectification schedule mentioned in a) to c) above is attached at Annex E and includes, the Contractor's owner of the defect, the proposed date for completion and the Acceptance event.

Name (Block Capitals).....

Signed:

For and on behalf of:

Position.....

ACCEPTANCE OFF CONTRACT CERTIFICATE

PART II

[To be completed and signed by the Authority]

It is agreed between by the Authority and the Contractor that:

- a) based on the evidence submitted with Part I in the enclosed documents;
- b) with exception of the items listed in Annexes A to C which remain the responsibility of the Contractor to rectify in accordance with the Contractor's defect rectification schedule at Annex E; and
- c) without prejudice to the Contractor's other outstanding obligations and liabilities under the Contract, at the time of AoC;

the Ship named [*SHIP NAME*], Builder's Hull No. *NUMBER* (the "Ship), which has been built under the Contract CSS/0113 dated XX XXXXX 20XX, is Accepted off Contract from the Contractor by the following Authority Nominated Representative.

Time: Date:

Name (Block Capitals).....

Signed:

For and on behalf of:

Position.....

Distribution: