

(Accounting for the Property of the Authority) and Def Stan 05-99 (Managing Government Furnished Equipment in Industry), the Contractor is wholly responsible for storage, protection, maintenance and accounting for all articles owned or supplied by the Authority for fitting in the Workboat(s), and all articles removed from the Boat(s), during the course of the Contract.

- 49.2. Returnable crates, containers and packaging in which Authority supplies are delivered to the Contractor will be on loan. These shall be returned by the Contractor when empty, in accordance with instructions issued by the Authority. The Authority will bear the cost of return freight.
- 49.3. The Contractor shall issue a receipt to the Authority for equipment received.
- 49.4. The Contractor shall maintain a discrete stock record quoting the Authority's Contract reference and the name of the Boat(s). If required, this record shall be made available to the Authority for the purpose of undertaking periodic audits.
- 49.5. The stock record shall show the following:
  - 49.5.1. Receipts - Serial number of consignor's voucher; description and part/package number and date of receipt.
  - 49.5.2. Issue dates; stores requisition serial number; quantity; and signature of issuing authority.
  - 49.5.3. Balance remaining.
- 49.6. The Contractor shall give priority to the return of all items or materials owned by the Authority, or which have become the property of the Authority under the terms of the Contract and which on completion of the Contract are surplus to requirements. These shall include inter alia, balances remaining, repairable and serviceable components removed from the Boat and not re-embodied, condemned stores and arisings. The cost of carriage from the Contractor's premises will be borne by the Authority.
- 49.7. The Contractor shall provide a list to the Authority of all such items or materials. The list shall also include any surplus materials or other things held by Sub-Contractors and which are the Authority's property under the under the terms of the Contract.
- 49.8. Unless stated otherwise in the Contract, the Contractor shall seek disposal instructions from the Authority, in respect of those items and materials and dispose of stores and materials as instructed. The Contractor shall credit the Authority with the value of such stores or arisings by means of a rebate to the MOD Boats Form 2010B to Schedule 5B (Take-On Take-Off and Acceptance – Type B) or MOD Boats Form 2010A to Schedule 5C (Take-On Take Off and Acceptance – Type A). Secure storage accommodation for materials permanently removed from the Boat shall be provided by the Contractor until disposal instructions are received from the Authority.

#### Explosives, Gasoline and Other Highly Flammable Materials

- 49.9. Without prejudice to, and further to the provision of, DEFCON 68 (Supply of Data for Hazardous Articles, Materials and Substances), when requested by the Authority, the Contractor shall provide a safe transit store for holding explosives, gasoline and other highly flammable materials, removed from the Boat pending disposal instructions from the Authority.



Similarly, a safe store shall be provided by the Contractor for dangerous goods in transit which may be delivered by the Authority to the Contractor for the Boat.

- 49.10. The Authority will supply to the Contractor only those materials stated in Schedule 11 (Government Furnished Assets).

#### Use of Substances that Deplete the Ozone Layer

- 49.11. Where this Contract requires the use of substances that deplete the ozone layer to be removed from the Boat, arrangements shall be made with the Authority for these to be returned through the Authority to a banking facility. Similarly, where a requirement arises for the use of substances that deplete the ozone layer, and the Contract provides for supply by the Authority, application shall be made to the Authority in sufficient time to enable the Authority to make delivery of the substances by the required date.

#### Disposal of Waste Materials and Materials Removed from the Workboat

- 49.12. Where under a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) or MOD Boats Form 2010A to Schedule 5B (Take-On Take-Off and Acceptance – Type B) or MOD Boats Form 2010A to Schedule 5C (Take-On Take Off and Acceptance – Type A) the Contractor is required to dispose of fuels, lubricating oils, dirty water, contaminated water and fittings containing prohibited substances, the Contractor shall arrange for treatment and disposal of such materials in accordance with applicable Local Authority and statutory environmental regulations.

### **50. Self-To-Self Delivery**

- 50.1. Where any Article to be supplied under the Contract is to be delivered otherwise than being handed over by the Contractor to the Authority, as where an Article is to be delivered by the Contractor to his own premises or to those of a Sub-Contractor ('self-to-self delivery'), the risk in such Article shall (notwithstanding the provisions of DEFCON 612 (Loss of or Damage to the Articles)) remain vested in the Contractor until such time as the Article is handed over to the Authority.

### **51. Compatibility with Authority Systems**

- 51.1. 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.

- 51.2. The Contractor shall ensure that all notices and deliverable drawings and documents are provided in, or shall be fully compatible with, the following applications:

51.2.1. MS Office 2016 applications (MS Word, MS Access, MS Excel, MS PowerPoint, MS Outlook, MS Project)

51.2.2. Adobe Acrobat Reader 2020

51.2.3. Drawings in PDF format that permits a word-based search function.

- 51.3. In transferring information to the Authority, the Contractor shall:

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 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.