

62.0 RESPONSIBILITIES OF CONTRACTOR TO NOMINATED AND/OR SUB-CONTRACTORS OR SUPPLIERS

62.1 The Contractor shall be fully responsible to ensure that the Nominated Sub-Contractor or Suppliers shall conform with the terms and conditions of this Contract and shall be fully responsible for the acts, defaults or breach of any terms and/or conditions of this Contract by the Nominated Sub-Contractors or Suppliers on their part in the same way as for his own or those of other sub-contractors or suppliers engaged by himself. The Government shall in no circumstances be liable to the Contractor for the default of any Nominated Sub-Contractors or Suppliers.

62.2 In the event of repudiation or abandonment of his sub-contract by any Nominated Sub-contractor or Supplier, or the determination by the Contractor of the employment of the Nominated Sub-contractor or Supplier for any reason whatsoever under the sub-contract, the Contractor shall do one of the following :

(a) with the consent of the S.O. (such consent not to be unreasonably withheld) employ another competent sub-contractor or supplier to complete the sub-contract; or

(b) undertake to complete the sub-contract himself.

PROVIDED THAT in any of such events the Contractor is entitled to be paid the same sum for the work or services to be executed, or materials or goods to be supplied, as would have been payable had the original Nominated Sub-contractor or Supplier completed the sub-contract without any default on its part.

63.0 INTELLECTUAL PROPERTY RIGHTS

63.1 The Copyright and all other proprietary rights whatsoever in the Works and other material developed and supplied by the Contractor pursuant to or under this Contract shall vest in and shall be the sole property of the Government and the Contractor shall not during or at any time after completion of the Works or after the expiry or termination of this Contract, in any way, question or dispute the ownership of the Government. The proprietary rights in the Works shall vest in the Government free and clear of all liens, claims and encumbrances on the Works.

63.2 The Contractor shall be responsible for any claim that the equipment supplied infringes a patent, copyright or registered design.

63.3 If the Government's use or possession of the equipment is likely to constitute an infringement, then the Contractor shall promptly and at its own expenses procure for the Government the right to continue using and possessing the equipment; or modify or replace the equipment so as to avoid the infringement (in which event the Contractor shall compensate the Government for the amount of any direct loss or damage sustained or incurred by the Government during such modification or replacement).

63.4 The Contractor shall indemnify the Government against any claim for the infringement of any letters patent, copyright or registered designs by the use of any equipment or of information supplied under this Contract and against all costs and damages which the Government may incur in any action for which such infringements or for which the Government may become liable in any such action.