

## ENCLOSURE T.4 - EQUIPMENT ASSISTANCE SERVICE (EAS) EXERCISE PARTICIPATION AGREEMENT

### Enclosed to Procurement Procedure No EMSA/CPNEG/38/2016 - Service Contracts for Equipment Assistance Service (EAS) – Southern Europe

#### Competitive procedure with negotiation

#### Phase II – Invitation to Tender

Between

I. The Requesting State, *[to be completed]*, hosting exercise *[to be completed]*, hereby referred to as the “**Requesting State**”. The Requesting State is represented by *[to be completed]*,

and

II. The European Maritime Safety Agency, hereby referred to as “**EMSA**”. EMSA is represented by *[to be completed]*,

EMSA calls its Contractor for Equipment Assistance Services following request from the State to participate in the exercise *(name, when, where)* with the following Oil Pollution Response Equipment owned by EMSA *(identify equipment)* hereinafter referred to as the “**Equipment**”

1. For the purpose of participating to the exercise, the Contractor is responsible to:

- a. Arrange and bear responsibilities and risks of transportation by road of the Equipment to and from the Place of Handover with easy access by road transport as indicated by the Requesting State;
- b. Upon EMSA request, make available technical support personnel at the Place of Handover to assist the equipment delivery to the Requesting State.

2. The Requesting State shall:

- a. Furnish the Contractor and EMSA with all information regarding the Place of Handover which shall be easily accessible by road transport and where the Contractor shall make the equipment available to the Requesting State;
- b. Arrange and bear responsibilities and risks of transportation (including loading and unloading) of the Equipment from the Place of Handover to the place where the exercise will be performed which may be on land, on a vessel including offshore installations and return of the Equipment to the Place of Handover upon completion of the exercise;
- c. Co-operate with the Contractor to ensure that all authorisations, permit, clearances, licences required under the national laws and regulations in force at the place where the Equipment has to be handed over and technical support personnel has to perform the required duties have been obtained;
- d. Ensure Equipment protection and preservation as from date and time of handover until date and time of redelivery as stated in the Equipment handover/redelivery statement;
- e. Ensure Equipment routine maintenance, running repair;
- f. Provide and bear the costs of all fuel and lubricating oil consumed by the Equipment as from its handover until redelivery to the Contractor;
- g. Ensure that all risks insurance cover is provided for Equipment against any loss or damage, theft or liability from the time the Equipment is delivered by the Contractor until redelivery of

- the Equipment to the Contractor. For insurance purposes the equipment net value is [to be completed];
- h. Facilitate customs clearance, immigration when applicable;
  - i. Redeliver the equipment clean and in good condition;
3. As from Handover until redelivery and during the exercise, the Requesting Party remains responsible for the reasonable and safe use of the EMSA Equipment and its deployment. The Requesting Party will be responsible for the routine equipment maintenance as well as running repairs to maintain equipment operational. All losses or damages sustained by the Equipment from the time of handover until redelivery will be for the sole account of the Requesting Party. If the Equipment is not redelivered by the Requesting Party in good condition, normal wear and tear being for the account of EMSA, the Requesting Party shall indemnify EMSA for all costs reasonably incurred by it in restoring the Equipment or any part of it or in replacing the Equipment or any part of it if it cannot be so restored at a cost below the cost of replacement. If so agreed between the Requesting Party and EMSA, the Requesting Party should pay the entity contracted by EMSA for performing the repairs or replacing the Equipment, the Requesting Party will then actually honour EMSA's contractual obligations.
  4. This agreement is entered into following Article I.14 Framework Service Contract N° [to be completed], signed between EMSA and the Contractor on [to be completed] and EMSA will pay the Contractor for its participation in the exercise in accordance with article I.5.4 of this Framework Service Contract.
  5. Unless wilful misconduct or gross negligence on the part of the Contractor, the Requesting Party shall defend, protect, indemnify and hold harmless the Contractor, his/her personnel, her/his contractors and subcontractors and EMSA from any and against all claims costs, expenses, actions, proceedings, suits, demands and liabilities including claim for consequential damages, whatsoever and while the Equipment is placed under the responsibility of the Requesting State in respect of:
    - a) Loss of or damage to the Requesting Party's or EMSA's property;
    - b) For personal injury or death of any of the Requesting Party's employees;
    - c) The performance of the technical support personnel.
  6. Unless wilful misconduct or gross negligence on the part of the Requesting State, the Contractor shall be responsible for:
    - a) Any loss or damage to his own property or his contractors' and/or subcontractors' property;
    - b) For personal injury or death of any of his employees or any employee of his contractors and subcontractors arising out of or in any way connected with the performance of this Contract.

**SIGNATURES**

For EMSA,  [Insert name and title of the Authorising Officer]	For the Requesting State  [State name/forename/surname/ function]
Signature:	Signature:
Done at [Lisbon], [date]	Done at [place], [date]

In duplicate in English.

Cc: Contractor