

implementation of such a change. The proposal shall also include the Contractor's proposal for sharing of any resultant financial benefit based on the net effect of such a change.

- 61.2. In such cases both Parties shall consider whether the proposed change should be implemented. If approved by both Parties, the sharing arrangements and method of payment shall be agreed on a case-by-case basis.
- 61.3. Contractors shall also maintain an 'Efficiencies and Benefits Register' (Schedule 15) which details any efficiencies, improvements or benefits as a result of improved ways of working during the duration of the contract, regardless of whether these efficiencies were shared with the Authority via the Gainshare mechanism under the provisions of 61.1 and 61.2 above. This record shall include a brief description of the change and a metric for how the boat performance or availability, the time taken to complete a work package, and / or the cost required to complete a work package will change as a result. The review of the Efficiencies and Benefits Register shall be a standing agenda item at Boats Meetings each month where any entries shall be jointly agreed. The register shall be made available to the Authority on demand.

62. Social Value

- 62.1. No later than three (3) months from the Contract Effective Date, the Authority and Contractor will agree a Key Performance Indicator under Schedule 13B (Publishable Performance Information – Key Performance Indicator Data Report) to monitor the commitment your organisation is making under each Social Value theme at Schedule 16A (Social Value – Tackling Economic Inequality), Schedule 16B (Social Value - Fighting Climate Change) and Schedule 16C (Social Value - Equal Opportunity) to ensure that opportunities under the contract are being delivered.

63. NOT USED

64. Permissible Delays

- 64.1. For avoidance of doubt, this Condition 64 only applies to a 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) or a MOD Boats Form 1030 (Annual Maintenance Package Defect Rectification) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) or a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form), that the Contractor shall undertake in accordance with Condition 13 (Key Performance Indicators).
- 64.2. The Contractor shall notify the Authority in writing within five (5) Calendar Days of the occurrence of a Force Majeure Event or Delay Event and may request in writing an extension to the date(s) specified in a 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) or MOD Boats Form 1030 (Annual Maintenance Package Defect Rectification) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) or a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) is in accordance with Clause 64.3 provided that:
 - 64.2.1. any Delay Event:
 - 4.2.7.1 was not caused by the error, neglect, act or omission of the Contractor or its Sub-Contractors; and
 - 4.2.7.2 could not reasonably have been, foreseen by the Contractor at the date of the Contract; and

[REDACTED]

4.2.7.3 the Contractor shall have made all reasonable efforts to avoid and mitigate the effects such Force Majeure Event or Delay Event has on the date(s) specified in a 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) or a MOD Boats Form 1030 (Annual Maintenance Package Defect Rectification) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) or a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form).

64.3. A request for an extension of time to the date(s) specified in a 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) or a MOD Boats Form 1030 (Annual Maintenance Package Defect Rectification) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) or a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form), shall be submitted by the Contractor to the Authority within five (5) Calendar Days of the occurrence of the Force Majeure Event or Delay Event and shall include:

64.3.1. the cause and extent of the delay;

64.3.2. a statement on the effect the event has, or will have on the critical programme path or will be delayed;

64.3.3. those contractual obligations which have been affected by the delay;

64.3.4. proposals for mitigating the delay, including alternative arrangements.

64.4. A failure of the Contractor to notify the Authority in accordance with Clauses 64.2 and 64.3 shall prevent the Contractor from claiming an extension to the date(s) specified in a 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) or a MOD Boats Form 1030 (Annual Maintenance Package Defect Rectification) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) or a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form).

64.5. The Contractor shall:

64.5.1. advise the Authority immediately in writing that the Force Majeure Event or Delay Event has ended; and

64.5.2. as soon as reasonably practicable thereafter, and no later than fifteen (15) Calendar Days after the end of the Force Majeure Event or Delay Event, submit in writing details of the length of extension to the date(s) specified in a 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) or a MOD Boats Form 1030 (Annual Maintenance Package Defect Rectification) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) or a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) claimed including evidence that the critical path has been delayed.

64.6. Any extension of time granted or rejected by the Authority pursuant to this Condition 64 shall be fair and reasonable. For the avoidance of doubt the Authority shall have a right to grant an extension to the date(s) specified in a 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) or a MOD Boats Form 1030 (Annual Maintenance Package Defect Rectification) to Schedule 5A (Multi-Task Authorisation Form / Work Request

Form) or a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form), irrespective of any claim by the Contractor.

- 64.7. For the avoidance of doubt, any act or omission of the Authority causing a Delay Event to work under a 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) or a MOD Boats Form 1030 (Annual Maintenance Package Defect Rectification) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) or a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form), shall not necessarily be a Delay Event in respect of any subsequent 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) or a MOD Boats Form 1030 (Annual Maintenance Package Defect Rectification) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) or a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) if the work to be undertaken is detailed in Condition 13 (Key Performance Indicators).

65. Termination for A Permissible Delay

- 65.1. If a Permissible Delay is continuing, or its consequence remains such that the affected Party is unable to comply with its obligations under this Contract, for a period of more than one hundred and twenty (120) Calendar Days, then either Party may (subject to Clause 65.2 below) terminate this Contract or part thereof by serving upon the other Party a Termination Notice stating that:
- 65.1.1. It is terminating the Contract pursuant to Condition 65 and
 - 65.1.2. The Contract shall terminate on the day falling fifteen (15) Calendar Days after the date of the Termination Notice.
- 65.2. If the Termination Notice has been served by the Contractor, the Authority may elect to require the Contract or part thereof to continue by serving the Contractor with written notice of such and the Parties shall agree a fair and reasonable adjustment in accordance with DEFCON 503 (Formal Amendments to Contract). The Contract or part thereof shall not terminate until the earlier of:
- 65.2.1. any applicable date for the termination or expiry of this Contract set out in Condition 6 (Duration); and
 - 65.2.2. the expiry of any subsequent written notice (of at least thirty (30) Calendar Days) from the Authority to the Contractor that it wishes this Contract to terminate.
- 65.3. Subject to Clause 65.2 above the Contract shall terminate upon the expiry of fifteen (15) Calendar Days from the date of the Termination Notice.

66. Take Over/Tow-Out Option

- 66.1. The Authority shall, within fifteen (15) Calendar Days after termination of this Contract in accordance with Condition 14 (Termination for Contractor Default) or Condition 65 (Termination for a Permissible Delay), have the right to elect to take possession of the boat, documentation and other deliverables in their current state and to:
- 66.1.1. complete such work as be necessary in order to remove the Intercept and Escort Craft(s), documentation and other deliverables from the Contractors Premises or the premises of a Sub-Contractor, using the premises, labour, plant, machinery and equipment of the Contractor or Sub-Contractor (at the Contractor's risk); and
 - 66.1.2. remove the Intercept and Escort Craft(s), documentation and other deliverables from the Contractors Premises or the premises of a Sub-Contractor in order to