

Variation 01

Annex B: Implementation Plan

1. DEFINITIONS

- 1.1 In this Annex, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions) and the other definitions in the Contract:

"Delay"	a delay in the Achievement of a Milestone by its Milestone Date; or a delay in the design, development or implementation of the Vessel Accommodation Services by the relevant date set out in the Implementation Plan;
"Delay Payments"	the Delay Payments set out in the Part to this Annex;
"Deliverable Item"	an item or feature in the supply of the Vessel Accommodation Services by the Supplier at or before a Milestone Date listed in the Implementation Plan; and
"Full Service Commencement"	the date when full-service commencement will begin as set out in the Implementation Plan

2. AGREEING AND FOLLOWING THE IMPLEMENTATION PLAN

- 2.1 A draft of the Implementation Plan for the Vessel Accommodation Services is set out in Part A to this Annex. The Supplier shall provide a further draft Implementation Plan 10 Working Days after the date in the relevant Variation Form.
- 2.2 The draft Implementation Plan:
- 2.2.1 must contain information at the level of detail necessary to manage the mobilisation and implementation stages effectively and as the Buyer may otherwise require; and
 - 2.2.2 it shall take account of all dependencies known to, or which should reasonably be known to, the Supplier.
- 2.3 Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within twenty (20) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.
- 2.4 The Supplier shall provide each of the Deliverable Items identified in the Implementation Plan by the date assigned to that Deliverable Item in the Implementation Plan to ensure that each Milestone identified in the Implementation Plan is Achieved on or before its Milestone Date.

- 2.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance. The Supplier shall appoint:
- 2.5.1 a Supplier Authorised Representative who shall be responsible for the management of the Implementation Plan, to ensure that the Implementation Plan is planned and resourced adequately, and who will act as a point of contact for the Buyer ("**Implementation Manager**"); and
 - 2.5.2 an implementation team led by the Implementation Manager.
- 3. REVIEWING AND CHANGING THE IMPLEMENTATION PLAN**
- 3.1 Subject to Paragraph 3.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated on a regular basis.
- 3.2 The Buyer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.
- 3.3 Changes to any Milestones and Delay Payments shall only be made in accordance with the Variation Procedure.
- 3.4 Time in relation to compliance with the Implementation Plan shall be of the essence and failure of the Supplier to comply with the Implementation Plan shall be a material Default.
- 3.5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance.
- 3.6 In addition, the Supplier shall:
- 3.6.1 mobilise the Vessel Accommodation Services;
 - 3.6.2 manage and report progress against the Implementation Plan;
 - 3.6.3 construct and maintain an implementation risk and issue register in conjunction with the Buyer detailing how risks and issues will be effectively communicated to the Buyer in order to mitigate them;
 - 3.6.4 ensure that all risks associated with the Implementation Plan are minimised; and
 - 3.6.5 ensure that adequate and appropriate resources are available at all times to deliver the Implementation Plan.
- 3.7 The Supplier will promptly notify the Buyer of any local amendments required to the Call-Off Contract or the Vessel Accommodation Services during the period of the Implementation Plan in accordance with Paragraph 6.7 of Call-Off Schedule 20 (Call-Off Specification)

4. WHAT TO DO IF THERE IS A DELAY

- 4.1 If the Supplier becomes aware that there is, or there is reasonably likely to be, a Delay under this Contract it shall:
- 4.1.1 notify the Buyer as soon as practically possible and no later than within two (2) Working Days from becoming aware of the Delay or anticipated Delay;
 - 4.1.2 include in its notification an explanation of the actual or anticipated impact of the Delay;
 - 4.1.3 comply with the Buyer's instructions in order to address the impact of the Delay or anticipated Delay; and
 - 4.1.4 use all reasonable endeavours to eliminate or mitigate the consequences of any Delay or anticipated Delay.

5. COMPENSATION FOR A DELAY

- 5.1 In respect of the relevant Part to this Annex, if a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such Delay Payments (calculated as set out by the Buyer in the Implementation Plan) and the following provisions shall apply:
- 5.1.1 the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;
 - 5.1.2 Delay Payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a Milestone by its Milestone Date except where:
 - (a) the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (When CCS or the buyer can end a contract); or
 - (b) the delay exceeds the number of days (the "Delay Period Limit") specified in the Implementation Plan commencing on the relevant Milestone Date;
 - 5.1.3 the Delay Payments will accrue on a daily basis from the relevant Milestone Date until the date when the Milestone is Achieved;
 - 5.1.4 no payment or other act or omission of the Buyer shall in any way affect the rights of the Buyer to recover the Delay Payments or be deemed to be a waiver of the right of the Buyer to recover any such damages; and
 - 5.1.5 Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 11 (How much you can be held responsible for).

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Contract Reference CCTM22A01

Vessel Accommodation Services - Implementation Plan

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PART A

Implementation Plan for the Bibby Stockholm

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