

- 64.3. If the Authority is satisfied that the work is complete in all respects, the Authority will accept the Boat by signing Part D of MOD Boats Form 2010, as detailed in Schedule 5B (Take-On Take-Off and Acceptance).
- 64.4. In the event that the Authority is not satisfied that the work is complete in all respects, the Authority will advise the Contractor of the reasons for the rejection. The Contractor shall advise the Authority of the date when the Boats will be re-presented to the Authority for acceptance in accordance with Clause 64.1 above.
- 64.5. Notwithstanding the provisions of Clause 30 (Guarantee), the Authority's signature of acceptance on Part D of MOD Boats Form 2010, as detailed in Schedule 5B (Take-On Take-Off and Acceptance) will be without prejudice to the Authority's rights in respect of any defects in the work which in the reasonable opinion of the Authority:
- 64.5.1. were not apparent to the Authority during tests or trials or when the Boat was presented by the Contractor to the Authority for acceptance; or
 - 64.5.2. only became apparent following acceptance by the Authority.

65. Contractor Master Schedule (CMS)

- 65.1. The Contractor shall provide a Contractor Master Schedule (CMS) that covers all aspects of the proposed works and services for the Contractor Deliverables detailed in Table 1 of Schedule 4a (Schedule of Requirements - Pricing and Required Delivery Dates). The CMS is to cover the whole Contract period from the Commencement Date to the completion of all Contractor Deliverables. The accepted CMS will form Schedule 24 to the terms and conditions and will be managed and reported on a monthly basis using Schedule 24a (Contractor Master Schedule Progress Report) to the terms and conditions. The Contractor shall also provide on a monthly basis updated copy of their schedule as implemented in MS Project or Primavera Oracle.

66. DEFFORM 711 – Notification of Intellectual Property Rights (IPR) Restrictions

- 66.1. Where any of the conditions listed below (66.1.1 to 66.1.4) form part of the terms and conditions of the Contract or where other similar notification obligations exist, the Contractor warrants and confirms that all Intellectual Property Rights restrictions and associated export restrictions relating to the use or disclosure of the Contractor Deliverables that are notifiable under those conditions, or of which the Contractor is or should reasonably be aware as at the date of the Contract, are disclosed in DEFFORM 711, attached at Schedule 28 (DEFFORM 711 – Notification of Intellectual Property Rights (IPR) Restrictions to the Contract).
- 66.1.1. DEFCON 15 - (including notification of any self-standing background Intellectual Property).
 - 66.1.2. DEFCON 90 - including copyright material supplied under clause 5.
 - 66.1.3. DEFCON 91 - limitations of Deliverable Software under clause 3b.
 - 66.1.4. DEFCON 632 - notifications under clause 1.
- 66.2. The Contractor shall promptly notify the Authority in writing if they become aware during the performance of the Contract of any required additions, inaccuracies or omissions in DEFFORM 711.
- 66.3. Any amendment to DEFFORM 711 shall be made in accordance with DEFCON 503.

Offer and Acceptance**701814450 - BOATS/0005 – Design, Build and In-Service Support of Intercept and Escort Craft**

This Contract shall come into effect on the date of signature by both parties.

For and on behalf of the Contractor, Zodiac Milpro International

Name and Title	REDACTED
Signature	REDACTED
Date	19 th October 2023

For and on behalf of the Secretary of State for Defence:

Name and Title	REDACTED
Signature	REDACTED
Date	20 th October 2023