

- 30.1. The Contractor shall demonstrate good project management practice in undertaking all activities under the Contract. The Authority and the Contractor shall adopt an open and honest approach at all times and ensure that potential risks to performance, cost and time are exposed at the earliest opportunity to enable them to be addressed to minimise any detrimental impact and maximise the benefit of any potential opportunities.
- 30.2. The Integrated Project Management Plan (IPMP) shall define how the Contract activities shall be managed, outlining the processes, procedures and techniques to be used with details of how all activities, plans and programmes will be established, monitored, changed, controlled, integrated and communicated with the Authority.
- 30.3. The IPMP shall adopt a consistent and coherent approach to project management and establish procedures and reporting mechanisms. Implementation of the IPMP will provide the Authority with confidence in the Contractor's ability to deliver to time, cost and performance in accordance with the Contract and provide early visibility of potential issues so that mitigating action can be taken.
- 30.4. No later than 3 (three) months from the date of this Contract, the Contractor shall update and finalise the draft Integrated Project Management Plan (IPMP) together with the associated Annexes at Schedule 8 (Integrated Project Management Plan) and issue to the Authority to review. The updated IPMP shall address the scope of work as set out in the Contract.
- 30.5. The Authority will review the updated IPMP and associated Annexes and provide proposed amendments to the Contractor within 10 (ten) Business Days of receipt. Any such proposals shall be subject to agreement of the Contractor who shall incorporate all reasonable proposals from the Authority in to the IPMP within 10 (ten) Business Days of any discussion held between the parties as a result of the Authority's comments. Within 10 (ten) Business Days thereafter the Contractor shall submit the IPMP and associated annexes at Revision 1 status to the Authority as Schedule 8 (Integrated Project Management Plan).
- 30.6. The IPMP shall cross reference to the Contract Clauses, the Statement of Technical Requirements and Pricing and all associated Annexes within the IPMP as applicable.
- 30.7. The Contractor shall be responsible for the maintenance and updating of the IPMP throughout the life of the Contract.
- 30.8. The IPMP shall comprise of the following:

Section Ref	Section Title
<b>Part A: Engineering Management, In-Service Support and Security</b>	
1.1	Project and Engineering Management
1.2	Business Continuity Plan
1.3	Exit and Transition Management Plan
1.4	Capacity Assessment
1.5	Security Plan
1.6	In-Service Support Plan
<b>Part B: Through Life Support (Configuration management and Post Design Services)</b>	
2.1	Configuration Management Plan (including Documentation Management)
2.2	Obsolescence Strategy
2.3	Conduct of Post Design Services (PDS) Tasks

### **31. Workboat Specific Safety Plan**

- 31.1. If requested by the Authority, the Contractor shall provide, within 10 (ten) Business Days of a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form /



Work Request Form) authorisation date, or such other period as may be agreed by the Authority, a Workboat Specific Safety Plan. The plan shall incorporate all measures necessary, either by direct reference or by reference to related documentation, to ensure the safety of the Boat and all Contractor and Sub-Contractor personnel who will undertake work under the Contract and Authority personnel overseeing work including participating in trials.

- 31.2. The plan agreed between the Parties shall be issued by the Contractor to meet the requirements of the regulatory bodies concerned and shall be copied to the Authority's Project Officer. The Authority will have the right to carry out formal audits of the Boat Specific Safety Plan at any time during the course of the Contract.

## **32. Background Information**

- 32.1. Where requested by the Authority in a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) the Contractor delivers to the Authority any Background Information (being information not generated in performance of the work under the Contract) then without prejudice to any rights which the Authority may have secured in such Background Information outside of the Contract the Contractor shall grant the Authority a royalty free non-exclusive licence to copy, modify and use and have copied modified and used the Background Information for any UK Government purpose whatsoever. In such cases, a list of the Background Information which the Authority and the Contractor agree is of such commercial sensitivity that it is releasable only to UK Government personnel shall be attached to the MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form)

## **33. Retention of Records**

- 33.1. During the continuance of this Contract and for not less than six years after its completion, the Contractor shall retain a copy of the Foreground Intellectual Property (IP), being the results under DEFCON 703 (Intellectual Property Rights - Vesting in the Authority) and Background Intellectual Property (IP) in a coherent format herein referred to as the control copy.
- 33.2. The Authority shall have the right during that time, and thereafter as long as the control copy is retained, to require the Contractor from time to time to furnish to the Authority copies of any and all such Foreground IP and Background IP in such form and detail as the Authority may prescribe. A reasonable charge for the service based on the marginal cost of providing such copies may be claimed by the Contractor.
- 33.3. After the period referred to in this Clause the Contractor shall not dispose of the control copy without first providing the Authority 6 (six) months' notice of its intention to dispose of the control copy and if the Authority so requests within that period then the Contractor, at their expense, shall deliver the control copy to the Authority.

## **34. Documents, Drawing and Information**

- 34.1. All drawings, documents, design information and details of arrangements, models, mock-ups and samples provided by the Authority in connection with the Contract shall remain the property of the Authority.

Supply of Drawings, Documents etc by the Authority



- 34.2. Any drawings and documents supplied to the Contractor by the Authority shall be provided free of charge unless otherwise stated.
- 34.3. The Contractor shall immediately notify the Authority of any discrepancy, inconsistency or error in the documentation under this Contract, which comes to his attention, with the aim of the Authority and the Contractor agreeing an amendment to eliminate any such discrepancy.
- 34.4. On completion of the Contract, the Authority shall advise the Contractor of the method of disposal of all documents and other information supplied to him in connection therewith. All classified documents shall be returned or if authorised by the Authority, destroyed, in accordance with instructions, and certification of such destruction provided. The Contractor shall only retain documentation where such retention has been authorised in writing by the Authority for use on other Government Contracts.

#### Supply of Support Documentation by the Contractor

- 34.5. The Contractor shall provide the Authority with technical handbooks, maintenance Schedules, operating instructions, spare parts lists and/or any other documentation in accordance with Schedule 2 (Statement of Technical Requirements) and / or the MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form).
- 34.6. The Contractor shall provide the Authority's Authorised Representative (see Condition 38) with all documentation necessary to undertake inspection, tests or trials at least 48 (forty eight) hours prior to the inspection test or trial or such other period as may be stated in the MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form).

#### Review of Documents provided by the Contractor

- 34.7. During the course of the Contract where documents are delivered to the Authority for review, unless specified otherwise, the Contractor shall allow no less than 10 (ten) Business Days for the Authority to respond. The Authority's comments on the documents will be supplied in writing. In cases where the Authority's comments are extensive, a separate review meeting will be held with the Contractor to discuss the changes required to the document.

### **35. Procedure for Making Direct Agreements with Sub-Contractors**

- 35.1. The Contractor shall not place any Sub-Contract or order involving the design or development of equipment required under this Contract without the prior approval of the Authority.
- 35.2. The Contractor shall not enter into any commitment in relation to the design or development of equipment until such time as the Sub-Contractor has entered into an agreement with the Authority in the form set out at Schedule 9 (Design Rights and Patents (Sub-Contractor's Agreement - DEFFORM 177)). Wherever possible the request for approval should be accompanied by two copies of the agreement signed by the Sub-Contractor. If, in any case the Contractor is unable to comply with this Clause he shall report the matter to the Authority's Commercial Officer and await further instructions before placing the Sub-Contract or order.

### **36. Health and Safety**



- 36.1. Notwithstanding and without prejudice to the provisions detailed elsewhere in the Contract, the Contractor shall be entirely responsible for the safety, whilst on his premises, of all personnel in connection with the Contract, whether or not in his employ.
- 36.2. Save as may otherwise be specifically defined in the Contract, the Contractor shall be in charge of, and entirely responsible for, the care, protection and security of the Workboat(s) and all Authority property whilst in their possession.
- 36.3. Where the Authority engages an Independent Safety Advisor/Auditor/Assessor the Contractor shall provide access to records, including Sub-Contractor records to enable the Authority to carry out safety audits and other assessment activities. This shall include the provision of access to the Contractor and Sub-Contractors premises if required.

### **37. Hazardous Materials and Systems**

- 37.1. Serious health hazards are associated with handling hazardous materials, including but not limited to toxic, low flashpoint and radioactive materials, and live electrical or pressurised systems. The Contractor shall take due care when working with such materials or systems.
- 37.2. The Contractor shall notify the Authority before commencing work under a MOD Boats Form 1020 (Work Request Form) to Schedule 5A (Multi-Task Authorisation Form / Work Request Form) which involves special health and safety hazards and shall draw the Authority's attention to any relevant Health and Safety legislation and any sections of the Contractor's own and, as appropriate, his Sub-Contractor's safety policies which cover such hazards. Similarly, the Authority will notify the Contractor, in advance, of any special health and safety hazards which may be introduced.
- 37.3. The Contractor shall ensure that any person handling hazardous materials, or working on or with hazardous systems or equipment, has been properly trained to deal with the hazards and that suitable warning notices are displayed in accordance with the requirements of the Health and Safety Executive.

### **38. Authority's Authorised Representative**

- 38.1. Notwithstanding Condition 5 (Contractor's Obligations), the Authority may appoint an Authority's Authorised Representative to:
  - 38.1.1. inspect the work being done under the Contract and/or any part thereof, including materials and articles used or to be used therein;
  - 38.1.2. provide the Contractor with information and advice as required;
  - 38.1.3. monitor the progress of work on the Boat(s);
  - 38.1.4. implement procedures for the authorisation of Emergent Tasks or reductions (rebates) to a MOD Boats Form 2010B 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);
  - 38.1.5. co-ordinate all visits by Authority personnel in connection with this Contract to the Contractor's premises and/or Sub-contractor premises;
  - 38.1.6. arrange for the attendance of Authority inspection, tests and teams as required.
- 38.2. The Authority's Authorised Representative will have the right to inspect all work being carried out under the Contract and to conduct inspections and/or audits at any reasonable time. Any

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