

- 48.2.2. to the extent lawful and practicable secure for the Authority the right to attend and to be represented at the inquiry;
- 48.3. The Authority shall have the right to appoint representatives to attend the Major Incident Inquiry in any of the following capacities:
- 48.3.1. as members of the Major Incident Inquiry board;
  - 48.3.2. in an advisory capacity;
  - 48.3.3. to question witnesses.
- 48.4. The presence of such representatives of the Authority shall be without prejudice to the Authority's right to accept or reject the findings and recommendations of the Major Incident Inquiry board.
- 48.5. A full report of the Major Incident Inquiry signed by all members of the board shall be forwarded to the Authority and shall include:
- 48.5.1. a summary of the proceedings;
  - 48.5.2. evidence of any witnesses, together with copies of any sketches or diagrams which may have been produced;
  - 48.5.3. details of any difference of opinion between the board members on any material point;
  - 48.5.4. the conclusions and recommendations of the board.
- 48.6. Any Major Incident Inquiry shall not deliberate on adjustments to the Contract and shall be without prejudice to the rights and remedies of the Parties, under the Contract or otherwise, in respect of any loss or damage arising from any such incident.
- 48.7. Notwithstanding anything in this Clause 48, in certain circumstances the Authority may wish to conduct an inquiry itself; in which case the Authority shall have the right to require the Contractor, or any person in his employ, to attend the inquiry in any capacity.
- 48.8. If the Contractor proposes to call representatives of the Authority to the Major Incident Inquiry either to give evidence or for any other purpose, prior approval shall be sought from the Authority's Representative.

#### **49. Not Used**

#### **50. Inspection, Tests and Trials**

##### General

- 50.1. The Contractor shall undertake inspections, tests and trials in accordance with the requirements specified in Annex H (Test, Evaluation and Acceptance Plan (TEAP)) of Schedule 6 (Integrated Project Management Plan). All inspection, tests, trials and rectification of defects arising must be completed prior to the Contractor offering up the Intercept and Escort Craft(s) for acceptance by the Authority.
- 50.2. The programme for undertaking such inspections, tests and trials shall be agreed between the Contractor and the Authority and the Contractor shall ensure that inspections, tests and trials are not fragmented.
- 50.3. The Contractor shall be solely responsible for conducting all inspections, tests and trials and for co-ordinating their requirements and those of his Sub-Contractors.



- 50.4. The Contractor shall confirm in writing to the Authority's Authorised Officer five (5) Business Days before an inspection test or trial is to take place, or such other period if specified in the Contract, that:
- 50.4.1. the Intercept and Escort Craft(s) or equipment or system will be ready; and
  - 50.4.2. all pre-requisites for the trial will be met.
- 50.5. The Authority's Authorised Officer will arrange for the attendance of the Authority's inspection, test and trials team as required and will also advise the Contractor where he considers that all pre-requisites are not being met. In the event that written confirmation is not received by the Authority five (5) Business Days, or such other period as agreed between the Parties, prior to an inspection, test or trial taking place or where the Authority is not satisfied that all pre-requisites are being met, the Authority's personnel will not attend the inspection, test or trial. In these circumstances the Contractor shall be liable for all costs.
- 50.6. The Authority will, at its discretion, have the right to:
- 50.6.1. postpone any or all inspections, tests or trials;
  - 50.6.2. keep the Intercept and Escort Craft(s) at sea for such periods as necessary;
  - 50.6.3. require the Intercept and Escort Craft(s) to proceed to sea for extra trials or for any other purpose not specified in the Contract;
  - 50.6.4. and will reimburse the Contractor for any reasonable costs thereby incurred, except where the events in Clauses 50.6.1 to 50.6.3 above is due to error, breach, omission or negligence on part of the Contractor.

#### Additional Contractor Inspections, Tests and Trials

- 50.7. Any additional inspections, tests and trials which the Contractor wishes to carry out prior to the Contractor offering up the Intercept and Escort Craft(s) for acceptance by the Authority, shall be the responsibility and liability of the Contractor.

#### Inspection and Trials Teams

- 50.8. Where the Authority appoints personnel to attend inspections, tests and trials on behalf of the Authority, the presence of these personnel shall not in any way relieve the Contractor of his responsibilities under the Contract.
- 50.9. In the event that any inspection, test or trial or part thereof, undertaken by the Contractor has to be repeated for any reason, including but not limited to all pre-requisites or requirements not being met, and for which the Contractor is responsible, the Contractor shall re-programme or re-run the inspection, test or trial. In these circumstances the Contractor shall be liable for all costs, including reimbursement of the Authority's reasonable costs.
- 50.10. Without prejudice to the Contractor's responsibilities, the Authority will, if so requested and subject to availability, provide staff to carry out under the Contractor's orders, and acting as unpaid servants of the Contractor, duties for which specialised knowledge is required. Nothing in this Clause 50 shall extinguish, diminish or reduce the Contractor's responsibilities for inspections, tests or trials in accordance with the Contract.

#### Sea Trials

- 50.11. Unless otherwise agreed between the Authority and the Contractor, the Contractor shall take command of the Intercept and Escort Craft(s) for sea trials. During all sea trials,



whether Intercept and Escort Craft(s) are under the control of the Contractor or the Authority, the Contractor shall be fully responsible for the care and custody of the Intercept and Escort Craft(s). The Contractor shall liaise with the Authority's Authorised Officer on matters of Intercept and Escort Craft(s) safety.

50.12. Arrangements for Contractor's and Sub-Contractors' representatives attending sea trials shall be agreed between the Contractor and the Authority's Authorised Officer whose decision on numbers attending shall be final.

50.13. On satisfactory completion of sea trials, the Contractor shall complete Schedule 10b (Sea Trial Form) and present to the Authority with all other deliverables required on Acceptance Off Contract.

## **51. Acceptance**

51.1. Acceptance Off Contract of the Intercept and Escort Craft(s) shall be in accordance with the provisions set out in Annex H (Test, Evaluation & Acceptance Plan) of Schedule 6 (Integrated Project Management Plan).

51.2. Immediately prior to Acceptance Off Contract the Contractor shall complete and present to the Authority for review the Boat Certificate of Acceptance (Schedule 10a) together with all other deliverables required prior to acceptance in accordance with Schedule 2A (Statement of Technical Requirements – Technical Baseline), Schedule 2B – Statement of Technical Requirements – Component 2 – Fitness for Purpose – ref Zodiac Milpro International Tender dated February 2023 as clarified by Up Issue of Documentation dated April 2023), Schedule 2C (Statement of Technical Requirements – Contractors Proposal ref Zodiac Milpro International Tender dated February 2023 as clarified by Up Issue of Documentation dated April 2023) and Schedule 26 (Statement of Support Requirement – Build). The Contractor shall record on the Boat Certificate of Acceptance (Schedule 10a) all outstanding items which shall be completed/rectified at the Contractors expense within five (5) Calendar Days of the Intercept and Escort Craft(s) being presented for Acceptance Off Contract. In the event that all outstanding items are not completed/rectified within five (5) Calendar Days, the Authority will withhold the boat acceptance milestone payment under Schedule 4c (Payment Scheme), until such time that all outstanding items have been completed/rectified.

51.3. Subject to the Authority being satisfied that the Intercept and Escort Craft(s) has met the condition for Acceptance Off Contract, the Authority will sign the Boat Certificate of Acceptance (Schedule 10a).

51.4. Following Acceptance Off Contract, the Authority reserves the right to retain the Intercept and Escort Craft(s) at the Contractor's Premises for a period of up to thirty (30) Calendar Days at the Contractor's expense. Whilst the Intercept and Escort Craft(s) is at the Contractor's Premises following Acceptance Off Contract the Contractor shall be responsible for Care and Protection of the Intercept and Escort Craft(s) in accordance with Clause 33 (Care and Protection).

## **52. Import and Export of Intercept and Escort Craft(s) and/or any Associated Equipment or Spares**

52.1. In the event the Contractor, with the agreement of the Authority, takes the decision to transport the Intercept and Escort Craft(s), and/or any associated equipment or spares into or out of the UK the Contractor shall be responsible for all the relevant custom formalities. In these circumstances the Contractor shall be liable for all costs.

## **53. Fuels, Lubricants and Hydraulic Fluids (In-Service Support (Option Only))**