

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.

- 28.10. Without prejudice to the Contractor's responsibilities the Authority will, if so requested and subject to availability, provide personnel 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 28.10 shall extinguish, diminish or reduce the Contractor's responsibilities for inspections, tests or trials in accordance with the 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).

Sea Trials

- 28.11. Unless otherwise agreed between the Authority and the Contractor, the Contractor shall take command of the Boat(s) for sea trials. During all sea trials, whether Boat(s) are under the control of the Contractor or the Authority, the Contractor shall be fully responsible for the care and custody of the Boat(s). The Contractor shall liaise with the Authority's Authorised Representative on matters of Boat(s) safety.
- 28.12. Arrangements for Contractor's and Sub-Contractors' representatives attending sea trials shall be agreed between the Contractor and the Authority's Authorised Representative whose decision on numbers attending shall be final.
- 28.13. On satisfactory completion of sea trials, the Contractor shall complete the relevant 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) and present to the Authority.

29. NOT USED

30. Integrated Project Management Plan (IPMP)

- 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
Part A: Engineering Management, In-Service Support and Security	
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
Part B: Through Life Support (Configuration management and Post Design Services)	
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