Ministry of Justice

DATED 17 March **20[** 25 **]**

THE SECRETARY OF STATE FOR JUSTICE of MINISTRY OF JUSTICE

and

Wates Construction Limited

and

AECOM Limited

And

Pick Everard Limited

PPC2000 (AMENDED 2013) – ACA STANDARD FORM OF CONTRACT FOR PROJECT PARTNERING (AS AMENDED)

IN RELATION TO PS TRENT HOUSE -EXTENSION AND REFURBISHMENT128/19/4888

(AWARDED PURSUANT TO AND UNDER WALES AND CENTRAL7OF THE CONSTRUCTOR SERVICES FRAMEWORK (CSF) FOR CAPITAL PROJECTS (con_)

PPC2000 (AMENDED 2013)

ACA STANDARD FORM OF CONTRACT FOR PROJECT PARTNERING

PROJECT PARTNERING AGREEMENT (AS AMENDED)

A PARTNERING CONTRACT is made as a deed on the 17 day of March 20[25]

IN RELATION TO the extension and refurbishment (the "**Project**") at National Probation Service: Trent House (the "**Site**")

BETWEEN the parties who have executed this Project Partnering Agreement

WHO AGREE working in mutual co-operation to fulfil their agreed roles and responsibilities and apply their agreed expertise in relation to the Project, in accordance with and subject to the Partnering Terms attached to this Project Partnering Agreement and the other Partnering Documents described in or created pursuant to the Partnering Terms, and that subject to amendment in accordance with the Partnering Terms:

Reference in Partnering Terms	
Clause 1.1	The **Project** and the **Site** are further described in the Project Brief and the Project Proposals.
Clause 1.2A	The **Project Consultants** (which do not include the Consultants) are as follows: The **Operational Parties** (which do not include the Project Consultants) are as follows: ➢ Building Champion at PS TRENT HOUSE ➢ Facilities Manager at PS TRENT HOUSE ➢ Team Leader at PS TRENT HOUSE ➢ Head of Security at PS TRENT HOUSE ➢ Health and Safety Officer at PS TRENT HOUSE The Client Representative may notify the Partnering Team members of any additional Project Consultants and/or Operational Parties from time to time in writing.
Clause 1.3	The **roles, expertise and responsibilities of the Client and the Constructor** are further described in the Project Brief and the Project Proposals, and the Constructor shall be paid in accordance with the Partnering Terms and the Price Framework.
Clauses 1.3 and 1.5	In addition to the Constructor, **the Partnering Team shall include the following Consultants** whose roles, expertise and responsibilities are each further described in the Project Brief and Consultant Services Schedules and who shall be paid in accordance with the Partnering Terms and the Consultant Payment Terms:

Reference in Partnering Terms	
	➢ Client Representative: **AECOM LIMITED** ➢ Cost Consultant: **PICK EVERARD via W.T. PARTNERSHIP** ➢ Principal Designer: **WATES CONSTRUCTION LIMITED** ➢ Lead Designer: **WATES CONSTRUCTION LIMITED** ➢ Technical Assessor: **AECOM LIMITED**
Clauses 1.3, 1.6 and 10.2	The Client may (and at its sole discretion) approve the engagement of one or more Specialists as Partnering Team members from time to time following its prior approval of the proposed role(s), expertise and responsibilities of such Specialists, who shall (once appointed as such pursuant to a Joining Agreement or as otherwise agreed in writing by the Client) be paid in accordance with the relevant Specialist Payment Terms.
Clause 2	The **Partnering Documents** (subject to addition and/or amendment in accordance with the Partnering Terms) shall comprise: ➢ this **Project Partnering Agreement** and the **Partnering Terms** set out **APPENDIX 1** of this Project Partnering Agreement (including, in relation to any particular party, its Joining Agreement); ➢ the **Partnering Timetable** set out at **APPENDIX 6** of this Project Partnering Agreement; ➢ the **Consultant Services Schedules** set out at **APPENDIX 12** of this Project Partnering Agreement; ➢ the **Consultant Payment Terms** set out as part of **APPENDIX 12** of this Project Partnering Agreement or as per Consultant Framework Agreements (Clause 2.2B);; ➢ the **Project Brief** set out at **APPENDIX 10** of this Project Partnering Agreement (as may be updated and/or amended by the Client in writing from time to time); ➢ the **Project Proposals** as set out at **APPENDIX 11** of this Project Partnering Agreement; ➢ the **Price Framework** set out as part of **APPENDIX 11** of this Project Partnering Agreement; ➢ the **KPIs and Targets** as set out at **APPENDIX 8** of this Project Partnering Agreement; ➢ the **Risk Register** set out at **APPENDIX 7**; ➢ the **BIM Protocol** as set out at **APPENDIX 10**; ➢ additional Partnering Documents listed in the Summary of Appendices and; ➢ any additional and/or amended Partnering Documents developed in accordance with the

Reference in Partnering Terms	
	Partnering Terms, each as set out in the above Partnering Documents or as incorporated therein by the operation of the relevant Joining Agreement(s), and any additional and/or amended Partnering Documents developed and added to the Partnering Documents in accordance with the Partnering Terms from time to time.
Clause 2.2A	The **Constructor Framework Agreement** is a Framework B: Project from £5M to £10M in Relation to Wales and Central (Lot 7) dated 16th of February 2023 and entered into between (1) The Secretary of State for Justice and (2) Wates (company number 01824828) (and other parties named therein) and which is known as Lot 7 of the Constructor Services Project Framework.
Clause 2.2B	The **Consultant Framework Agreements** are CROWN COMMERCIAL SERVICE: PROJECT MANAGEMENT AND FULL DESIGN TEAM SERVICES FRAMEWORK dated 18th of January 2019 and entered into between (1) THE SECRETARY OF STATE FOR JUSTICE and (2) AECOM LTD (and other parties named therein)] for the provision of Multidisciplinary Services: Wales and Central England Region (ref: PMFDTS-0159-2018, con_16174) and; CROWN COMMERCIAL SERVICE: PROJECT MANAGEMENT AND FULL DESIGN TEAM SERVICES FRAMEWORK dated 18th of January 2019 and entered into between (1) THE SECRETARY OF STATE FOR JUSTICE (2) PICK EVERARD (and other parties named therein) for the provision of Cost Consultancy Services: Wales and Central England Region (ref: PMFDTS-0159-2018, con_16168)]. with each being a "**Consultant Framework Agreement**".
Clause 3.2	The **Communications Protocol** as set out at **Appendix 10. – NOT USED**
Clause 3.3	The **Core Group** shall comprise: **For the Client (Project Delivery)**: [redacted] **For the Client (Commercial)**: **For the Constructor**: **For Client Representative:**

Reference in Partnering Terms	
	For Cost Consultant: [redacted] **For Lead Designer:** **For Principal Designer:** **For the Technical Assessor:**
Clause 3.9	**Interested Parties** additional to the Partnering Team shall comprise: ➢ Operational Parties listed under Clause 1.2A of the Partnering Agreement ➢ The Local District Council ➢ And/or such additional parties as are specified pursuant to the Project Brief ➢ such other parties as may be notified by the Client to the Partnering Team members from time to time in writing and/or such additional parties as are specified pursuant to the Project Brief. In accordance with clause 3.9, the Partnering Team shall work together and individually in accordance with the Partnering Documents to establish the maximum practical involvement of the Interested Parties.
Clause 4.1	**Additional objectives** of the Partnering Team members shall comprise: As notified by the Client to the Partnering Team members in writing from time to time.
Clause 5.2	The **authority of the Client Representative** shall be subject to the following restrictions: ➢ The Client Representative shall not, without the Client's prior written consent, amend or vary any of the Partnering Documents and/or give any instructions, whether in writing or otherwise which have (or could be construed as having) the effect of: ➢ amending / varying the Project Brief; ➢ changing the Date for Completion; ➢ increasing or decreasing the overall cost or quality of Project and/or cause a delay to Project Completion; and/or ➢ detrimentally affect the interests of the Client in the context of the Project or

<table>
<tr><th>Reference in Partnering Terms</th><td></td></tr>
<tr><td></td><td>otherwise.

➢ The Client Representative shall not have the authority to execute any Pre-Construction Agreement and/or Commencement Agreement on behalf of the Client;

➢ Without prejudice to the generality of the above, the Client Representative shall not have the authority to waive any liability of a Partnering Team member to the Client under or in connection with any part of this Partnering Contract.

The above restrictions shall not apply in the event that an urgent instruction is needed in respect of an issue affecting health and safety or security. In this instance, the Client Representative shall take all reasonable steps to contact and liaise with the Client prior to authorising any such expenditure however, in the event that an urgent decision is needed, shall take its decision in the interests of the Project and the Client.

The Client Representative is otherwise authorised by the Client to manage this Partnering Contract on behalf of the Client (including, but not limited to, issuing instructions, assessing extension of time and loss and expense claims, assessing payments to and from each Partnering Team member and issuing (but not executing) any Pre-Construction Agreement and/or Commencement Agreement in accordance with the terms of this Partnering Contract).</td></tr>
<tr><td>Clause 5.6</td><td>The Partnering Adviser shall be:

➢ Not Applicable.</td></tr>
<tr><td>Clause 5.8</td><td>The Key Personnel shall comprise:

<table><tr><td>For the Client (Project Delivery):</td><td rowspan="7">[redacted]</td></tr><tr><td>For the Client (Commercial):</td></tr><tr><td>For the Constructor:</td></tr><tr><td>For Client Representative:</td></tr><tr><td>For Cost Consultant:</td></tr><tr><td>For Lead Designer:</td></tr><tr><td>For Principal Designer:</td></tr></table></td></tr>
</table>

Reference in Partnering Terms	
	For the Technical Assessor: [redacted]
Clause 5.9	➢ The **Required Apprenticeship Percentage** of all people (including Specialists) engaged by the Constructor in connection with the Project are set out in the Project Brief. ➢ The **reporting interval** is as set out in **APPENDIX 8.**
Clause 6.4 and Clause 6.4A	A **Decant Protocol**: ➢ does not apply to this Partnering Contract
Clause 7.1	The **Principal Designer** is: ➢ The Constructor (or any successor appointed by the Client from time to time).
Clause 7.1	The "**Principal Contractor**" is: ➢ The Constructor (or any successor appointed by the Client from time to time).
Clauses 7.8, 25.6, 25.10, 25.12 and 25.13	The **Client's Policies** are set out at: ➢ **Appendix 10.**
Clause 7.7	The **ESP** (Employment and Skills Plan) is set out at: ➢ To be developed and finalised between the Partnering Team members as part of the Design Development. Please refer to APPENDIX 4: Commencement Agreement. The **Employment and Skills Strategy** is set out at: ➢ To be developed and finalised between the Partnering Team members as part of the Design Development. Please refer to APPENDIX 4: Commencement Agreement. The **Method Statement** is set out at: ➢ To be developed and finalised between the Partnering Team members as part of the Design Development. Please refer to APPENDIX 4: Commencement Agreement.
Clause 7.8	The **Information and Security Requirements** are set out at:

Reference in Partnering Terms	
	➢ **APPENDIX 10: Project Brief**
Clause 7.8	The **Security Requirements** are set out at: ➢ **APPENDIX 10: Project Brief**
Clause 7.10	The **Security Aspects Letter** is set out at: ➢ **Not Applicable.** The **Security Management Plan** is: ➢ set out in **Appendix 10** Project Brief The Partnering Team members acknowledge and agree that the Security Aspects Letter and/or the Security Management Plan may be updated and/or replaced by the Client from time to time by way of a written notice from the Client Representative.
Clause 7.11	The **4.20 Meeting Minutes** do not apply to the Project.
Clause 8	The **Client Consents** which the Client shall be responsible for obtaining and/or maintaining in connection with the Project shall be as follows: ➢ None, save as notified by the Client to the Partnering Team members in writing from time to time (or, as the context requires, as stated in the Commencement Agreement).
Clause 8	The **Lead Designer** shall be: ➢ The Constructor
Clause 8	The **Design Team** shall comprise: ➢ The Constructor and any parties that are identified below (or subsequently join this Project Partnering Agreement and are identified as such through a Joining Agreement): ➢ AECOM ➢ W.T Partnership ➢ Constructor ➢ Others to be confirmed
Clauses 8 and 9	The **BIM Protocol** is set out at:

Reference in Partnering Terms	
	➢ **Appendix 10** The **BIM Coordinator** is: ➢ Constructor
Clauses 8.3 and 8.6	The **Design Development Process** described in clause 8 of the Partnering Terms shall be amended as follows: ➢ As detailed in the **Appendix 10** ➢ with consideration to **Appendix 6**
Clause 8.4	The following **Site Surveys and Investigations** shall be commissioned or undertaken by the following Partnering Team members: ➢ As detailed in the **Appendix 10**
Clause 10.9(ii)	The **Required Small and Medium Enterprise (SME) Percentage** is: ➢ To be developed prior to the execution of the Commencement Agreement
Clauses 1.6 and 10.11	The **Client shall appoint the following Specialists directly**: ➢ None, save as notified by the Client to the relevant Partnering Team member(s) in writing from time to time.
Clause 13.2	The **shared savings arrangements, shared added value and pain/gain Incentives** between Partnering Team members as follows: ➢ Not Applicable
Clause 13.2A	The **Shared Savings Scheme** requirements set out in clause 13.2A apply to this Partnering Contract. The **Share Savings Scheme** is set out at: ➢ Not Applicable
Clause 13.3	The **Incentives that link payment to achievement of the Date for Completion or any**

<table>
<tr><td>Reference in Partnering Terms</td><td></td></tr>
<tr><td></td><td>Targets are:

➢ Not Applicable</td></tr>
<tr><td>Clause 15.5</td><td>The form of Vesting Agreement is set out:

➢ Appendix 15 (A): Vesting Agreement</td></tr>
<tr><td>Clause 18.7</td><td>The Site Surveys are set out at:

➢ In Appendix 10</td></tr>
<tr><td>Clause 19.1 and 19.7</td><td>CONTRACTORS' ALL RISKS (CAR) INSURANCE:

FRAMEWORK B:

CONTRACTORS' ALL RISKS (CAR) INSURANCE: FRAMEWORK B: The sum of £10,000,000 (ten million pounds) for any one occurrence, the number of occurrences being unlimited in any annual policy period, (to the extent insured by the policy i.e.) the full reinstatement or replacement cost / value of the relevant works associated with the contract To be maintained from the date of commencement of the relevant works until the completion of the relevant works and thereafter in respect of defects liability until expiry of any defects' liability period. (subject always to any additional requirements of the Client in relation to such insurance)

To be maintained from the date of commencement of the relevant works until the completion of the relevant works and thereafter in respect of defects liability until expiry of any defects' liability period.

(subject always to any additional requirements of the Client in relation to such insurance)</td></tr>
<tr><td>Clauses 19.3 and 19.4</td><td>The amounts of, Third Party Public liability and Product Liability Insurance and Professional Indemnity Insurance of each Partnering Team member shall be as set out below (and subject always to any additional requirements of the Client in relation to such insurances, such as in relation to the identity of the insured parties and the coverage and maximum deductible threshold of such policies, as may be set out in the Project Brief):

➢ Appendix 9</td></tr>
<tr><td></td><td>
<table>
<tr><th>Partnering Team Member</th><th>Third Party Public and Products Liability Insurance</th><th>Professional Indemnity Insurance</th></tr>
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</td></tr>
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Reference in Partnering Terms			
	Constructor	Framework B The sum of £ (50,000,000) ([(FIFTY MILLION) pounds) for any one occurrence, the number of occurrences being unlimited in any annual policy period, but in the annual aggregate in respect of products or pollution liability (to the extent insured by the policy).	Framework B DIRECT AWARD: The sum of £(5,000,000) ([FIVE MILLION) pounds) for any one claim and in the annual aggregate.
	Client Representative	The sum of £[(10,000,000) **SUM AS A NUMBER**] ([(TEN MILLION) **SUM IN WORDS**] pounds) for any one occurrence, the number of occurrences being unlimited in any annual policy period, but in the annual aggregate in respect of products or pollution liability (to the extent insured by the policy).	The sum of £10,000,000) ([(TEN MILLION) pounds) for any one claim and in the annual aggregate
	Cost Consultant	The sum of £[(5,000,000) **SUM AS A NUMBER**] ([(FIVE MILLION) **SUM IN WORDS**] pounds) for any one occurrence, the number of occurrences being unlimited in any annual policy period, but in the annual aggregate in respect	The sum of £[(5,000,000)**SUM AS A NUMBER**] (([(FIVE MILLION) **SUM IN WORDS**] pounds) for any one claim and in the annual aggregate

Reference in Partnering Terms			
		of products or pollution liability (to the extent insured by the policy).	
	Principal Designer	The sum of £10,000,000 (TEN MILLION pounds) for any one occurrence, the number of occurrences being unlimited in any annual policy period, but in the annual aggregate in respect of products or pollution liability (to the extent insured by the policy).	The sum £10,000,000 (TEN MILLION pounds) for any one claim and in the annual aggregate
Clause 20.10	The **rate of interest on late payment** shall be: Three per cent (3%) above the base rate of the Bank of England current on the date the payment becomes overdue, and the Partnering Team members agree that this is a substantial remedy for the purposes of the Late Payment Act.		
Clause 20.13	The Client is not a "contractor" for the purposes of the Finance Act.		
Clause 20.19 to 20.22	A **Project Bank Account** will not be used.		
Clause 21.4	The **Defects Liability Period** for a Partnering Team member in relation to its contribution to the Project shall be twenty-four (24) months from the later of: ➢ the last date on which a Partnering Team member (other than the Client) performed any works and/or services in connection with the Project under this Partnering Contract; ➢ the date on which that Partnering Team member's engagement under this Partnering Contract is termination; or ➢ the date of Project Completion. Where the Project is divided into Sections, the reference to "Project Completion" above shall mean Project Completion of the final Section forming part of the Project.		
Clause 21.4	The **time limits for rectification of defects** shall be:		

Reference in Partnering Terms	
	➢ **for items which represent a breach of security or health and safety risk or where the continuing safe and comfortable occupancy of any part of the establishment affected by the works forming part of the Project is seriously prejudiced**: respond and rectify or make safe within two (2) hours and rectify as soon as possible and in any event no later than forty-eight (48) hours of notification by the Client Representative of the defect or the date on which the Constructor becomes (or ought reasonably to have become) aware of the defect, whichever is the earlier; ➢ **for items which result in discomfort or could, if ignored, represent a breach of security or a health & safety risk**: rectify as soon as possible and in any event no later than five (5) Working Days from notification by the Client Representative of the defect or the date on which the Constructor becomes (or ought reasonably to have become) aware of the defect, whichever is the earlier; and ➢ **for any other item, which cannot in the reasonable opinion of the Client Representative be left until the end of Defects Liability Period**: rectify as soon as possible and in any event no later than fourteen (14) Working Days from notification by the Client Representative of the defect or the date on which the Constructor becomes (or ought reasonably to have become) aware of the defect, whichever is the earlier.
Clause 22.1	The **duty of care and warranties** of the Partnering Team members described in clause 22 of the Partnering Terms shall be amended as follows:
	➢ Without prejudice to the generality of clause 22.1 and clause 15.2A, the Constructor accepts full responsibility to the Client for the design, supply, construction and completion of the Project undertaken by it pursuant to the Commencement Agreement and in accordance with the Partnering Documents, including the selection and standards of all materials, goods, equipment and workmanship forming part of the Project and including any design and other work undertaken in relation to the Project before or after the date of the Commencement Agreement by any other Partnering Team member, but without prejudice to the duty of care of each Partnering Team member (other than the Client) to the Constructor in respect of its contribution to the design, supply, construction and completion of the Project.
Clauses 22.2, 22.4 and 22.5	The following **collateral warranties** shall be provided (and, as the context requires, **third party rights** granted): **Part 1 – Collateral warranties** Subject to any specific requirements as set out in this Partnering Contract or in the Commencement Agreement, collateral warranties (and/or any manufacturer warranties, as the context requires) shall be provided by (or procured from, as the context requires) a "**Grantor**" in favour of each "**Beneficiary**" (or "**Beneficiaries**") on the basis specified in the "**Warranties Table**" below. **Part 2 – Third party rights**

Reference in Partnering Terms	
	A. In substitution for one or more of the collateral warranties that are required to be provided by a Grantor in accordance with the Warranties Table: ➢ the Client may, in its sole discretion and by written notice to the relevant Grantor, issue to that Grantor a notice, in the form set out at **Appendix 17** of this Project Partnering Agreement (or in such equivalent form as may be set out in the relevant sub-contract, consultancy appointment and/or Specialist Contract (as the context requires) pursuant to paragraph (C) below); and ➢ such notice shall confirm the granting of the rights referred to in **Appendix 17** of this Project Partnering Agreement (or such equivalent rights as may be set out in the relevant sub-contract, consultancy appointment and/or Specialist Contract (as the context requires) pursuant to paragraph (C) below) by the relevant Grantor to the Beneficiary listed in the Warranties Table and identified in the notice, provided that such Beneficiary does not already have the benefit of a collateral warranty provided (or procured) pursuant to clause 2.22 and/or clause 2.23 from that Partnering Team member. B. Any notice issued pursuant to paragraph (A) above shall take effect on the date of the notice and state the name of the person to whom the rights stated in that notice are granted and their interest in the Project. C. In order to give effect to the intention of paragraph (A) above, each Partnering Team member shall ensure that: ➢ any sub-contract, consultancy appointment and/or Specialist Contract that it enters into with a sub-contractor, consultant, Specialist and/or any other third party in connection with the Project includes an equivalent right for a Beneficiary listed in the Warranties Table to serve a written notice on such party / parties on the basis described at paragraphs (A) and (B) above; and ➢ any sub-sub-contracts entered into by any sub-contractor, consultant, Specialist and/or any other third party of a Partnering Team member in connection with the Project also include an equivalent right for a Beneficiary listed in the Warranties Table to serve a written notice on such sub-sub-contractor / sub-sub-consultant on the basis described at paragraphs (A) and (B) above. **Part 3 – Manufacturers** In the Warranties Table (and in clause 22.5), the term "**Manufacturer**" shall mean any manufacturer of the materials, goods or equipment procured pursuant to an agreement with a Partnering Team member and/or any Specialist and/or other sub-contractor or sub-consultant of that Partnering Team member and/or of a Specialist in connection with the Project as specified in the Commencement Agreement. **Part 4 – Warranties Table** **[TO BE AGREED PRIOR TO SIGNING OF CA WITH REFERENCE TO APPENDIX 16 OR**

Reference in Partnering Terms	
	APPENDIX 17 AS APPLICABLE]
Clause 25.2	The following **Rights of Assignment** shall apply:- The Client may novate, assign or transfer the Partnering Contract or any part, share or interest in the Partnering Contract without the consent of any other members of the Partnering Team. No other member of the Partnering Team may assign, novate or transfer the Partnering Contract or any part, share or interest in the Partnering Contract without the Client's prior written consent.
Clause 25.6	The **Data Protection Schedule** is set out at:- ➢ **Appendix 10**
Clause 27.2	Under the Problem-Solving Hierarchy, each of the following individuals in the sequence below shall have a period of twenty (20) Working Days to agree a solution with the individuals stated above or below their respective names, failing which the notified difference or dispute shall be referred to the next named individual in the sequence (if any) (as such parties may change from time to time as a consequence of any Joining Agreement(s) or termination of the engagement of a Partnering Team member): **Client (Project Delivery):** [redacted] **Client (Commercial):** **For the Constructor:** **For the Client Representative:** **For the Cost Consultant:** **For the Principal Designer:**
Clauses 25.4, 27.6 and 27.7	The **applicable law and the courts with jurisdiction** shall be those of:- ➢ English law and the Court of England and Wales.

Reference in Partnering Terms	
Clause 27.5 and Appendix 5 Part 2	The **Adjudicator** shall be appointed by:- ➢ the President of the Royal Institute of Chartered Surveyors. Any adjudication shall be conducted in accordance with the edition of the Construction Industry Council's "Model Adjudication Procedure" current as at the date that the dispute is referred to adjudication. As at the date of this Partnering Contract, the current version of the "Model Adjudication Procedure" is the fifth edition with reference "CIC/MAP fifth edition".
Clause 27.8	It is agreed that whatever the manner in which the Parties have executed this Partnering Contract, **the period of limitations** (in respect of which the Parties hereby waive all and any rights, whether already existing, arising now and/or in the future to raise as a defence to any claim brought under this Partnering Contract under the Limitation Act 1980) applicable to any claim or claims arising out of or in connection with this Partnering Contract shall be twelve (12) years from the later of:- ➢ the last date on which a Partnering Team member (other than the Client) performed any works and/or services in connection with the Project under this Partnering Contract; ➢ the date on which that Partnering Team member's engagement under this Partnering Contract is termination; or ➢ the date of Project Completion.
Clause 28	All **Special Terms** that apply to this Partnering Contract as at the date of this Project Partnering Agreement are included in the Partnering Terms annexed to this Project Partnering Agreement.
Execution by counterparts	The Parties to this Project Partnering Agreement acknowledge and agree that this Project Partnering Agreement may be executed: ➢ in any number of counterparts and by the Parties to it on separate counterparts, each of which when so executed and delivered is an original, and all counterparts together constitute one and the same instrument; and ➢ by electronic signature, which shall be considered as an original signature for all intents and purposes and shall have the same force and effect as an original signature (with "electronic signature" in this context including, without limitation, electronically scanned and transmitted versions of an original signature provided by a Party to the other Party).

SUMMARY OF APPENDICES OF THE PARTNERING DOCUMENTS (OF THE PROJECT PARTNERING AGREEMENT)

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APPENDIX 1A PARTNERING TERMS

(OF THE PROJECT PARTNERING AGREEMENT)

PARTNERING TERMS (INCORPORATING THE SPECIAL TERMS)

	1.	PROJECT AND PARTNERING TEAM MEMBERS
Partnering Contract	1.1	The Partnering Contract relates to the Project and the Site as each identified in the Project Partnering Agreement to which these Partnering Terms are attached and is made between the Client and the Constructor as each identified in the Project Partnering Agreement and each of the other parties who have executed the Project Partnering Agreement.
Partnering Team	1.2	The parties referred to in clause 1.1 shall together comprise the Partnering Team members, subject to changes in accordance with these Partnering Terms and together with each of those further parties who execute a Joining Agreement in accordance with clause 10.2 or clause 26.10.
Project Consultants and Operational Parties	1.2A	The Partnering Team members acknowledge and agree that: (i) in addition to the Constructor and each of the Consultants, the Client has engaged the Project Consultants in connection with the Project under separate contractual arrangements; and/or (ii) due to the operational (or to be operational) nature of the Site, each Operational Party has an interest in the on-going management and operation of the Site and the interfacing of the works and/or services comprising the Project with its own duties, obligations and responsibilities to the Client under separate contractual arrangements, and the Partnering Team members shall cooperate and work with the Project Consultants and the Operational Parties on the basis set out in this Partnering Contract.
Partnering Team members and Project collaboration	1.2B	(i) Without prejudice to any other provision of this Partnering Contract, each the Constructor and each of the Consultants shall, at their own cost, consult and cooperate with any other Partnering Team member (including any Operational Parties and each Project Consultant) as may reasonably be necessary and/or appropriate when performing its obligations under this Partnering Contract generally and in respect of the Project specifically which affect or are likely to affect any other Partnering Team member's performance of its obligations under this Partnering Contract and/or in connection with the Project and/or the performance of and discharge by any Project Consultant and/or an Operational Party of their duties and obligations in connection with the Project (or the Site of the Project), including, but not limited, to:- (a) the development of and contribution towards shared designs for the benefit of all Partnering Team members, each Project Consultant and the Project;

(b) assisting the other Partnering Team members in the furtherance of their own obligations under this Partnering Contract and any Project Consultant (as well as any Interested Party, as the context requires) in the furtherance of its obligations under its separate contractual appointment by the Client;

(c) the appointment of Specialists (whether under joint engagements or otherwise);

(d) Sustainability;

(e) Value Engineering;

(f) the entering into of Volume Supply Agreements and generally in furtherance of the obligations of the Partnering Team members pursuant to clauses 10.15 and 10.16; and

(g) Value Management,

provided that, for the avoidance of doubt, no Partnering Team member shall be obliged to perform tasks or duties which are:

1. the express responsibility of another Partnering Team member under this Partnering Contract or pursuant to the Commencement Agreement; or

2. any Project Consultant and/or Operational Party under their separate contractual appointments with the Client,

unless specifically agreed in advance and in writing in with the Client.

(ii) Without prejudice to any other provision of this Partnering Contract, the Constructor and each of the Consultants agrees, for the purposes referred to in this clause 1.2A, to promptly supply to any other Partnering Team member and/or any Project Consultant and Operational Parties (at its own cost) all information and documentation that is reasonably requested by such party, insofar as the same is:-

(a) within its possession or control;

(b) not subject to disclosure and/or confidentiality restrictions by statute or pursuant to this Partnering Contract;

(c) reasonably required by the other Partnering Team member to properly perform its obligations under this Partnering Contract and/or pursuant to this Partnering Contract; and/or

(d) reasonably required by a Project Consultant and/or an Operational Party (as the context requires) to properly perform its obligations under its separate contractual appointment by the Client.

(iii) The Constructor and each of the Consultants:-

		(a) comply with and perform its obligations under this Partnering Contract so as to avoid or (where avoidance is not practicable) mitigate causing any other Partnering Team member, any Project Consultant and/or Operational Party to incur any additional cost, delay and/or disruption in connection with the performance of their duties and obligations under and in accordance with this Partnering Contract and/or any separate contractual appointment by the Client respectively (as the context requires); (b) (and shall procure that its respective Non-Client Personnel and their respective agents or employees shall) otherwise not:- 1. delay, impede, inhibit, disrupt and/or hinder any other Partnering Team member, any Project Consultant and/or Operational Party in the carrying out of their duties and obligations under and in accordance with this Partnering Contract and/or any separate contractual appointment by the Client respectively (as the context requires); and 2. act in a manner that might reasonably be expected to cause another Partnering Team member, any Project Consultant and/or Interested Party to be in breach of its own obligations under this Partnering Contract and/or any separate contractual appointment by the Client respectively (as the context requires) and/or otherwise to suffer and/or incur any loss, delay, disruption, and/or inconvenience in performance of such obligations. (iv) Nothing in this clause 1.2B shall:- (a) be construed as having the effect of reducing, varying and/or waiving the obligations and/or liabilities of a Partnering Team member under this Partnering Contract; (a) relieve a Partnering Team member from any obligation to make a payment to the Client under its Partnering Contract; and/or (b) limit the ability of the Client to make any deductions from any payments falling due to a Partnering Team member under this Partnering Contract.
Roles and responsibilities	1.3	The Partnering Team members shall work together and individually in the spirit of trust, fairness and mutual co-operation for the benefit of the Project, within the scope of their agreed roles, expertise and responsibilities as stated in the Partnering Documents.
Definitions	1.4	All words and expressions used in these Partnering Terms and in the other Partnering Documents shall have the meanings stated in the Definitions set out in Appendix 1 or (if not in conflict with the Definitions) the meanings stated elsewhere in the Partnering Documents.

Consultants	1.5	Whether or not any Consultant is or shall become a Partnering Team member (and except where any Consultant becomes a Specialist pursuant to clause 10.10 in which case clause 1.6 shall apply), only the Client and no other Partnering Team member shall be responsible for making all payments due to each Consultant in accordance with the relevant Consultant Payment Terms.
Specialists	1.6	Whether or not any Specialist is or shall become a Partnering Team member (and with the exception of any Specialist appointed by the Client pursuant to clause 10.11), only the Constructor and no other Partnering Team member shall be responsible for making all payments due to each Specialist in accordance with the relevant Specialist Payment Terms.
Reasonableness	1.7	In all matters governed by the Partnering Contract, including without limitation any required notice, request, submission, decision, consent, approval, comment, valuation, agreement, opinion, instruction and other communication and activity, the Partnering Team members (excluding the Client) shall act reasonably and without delay.
Change of Control	1.8	(i) A Partnering Team member shall notify the Client within ten (10) Working Days of it:- (a) becoming aware that it may be subject to a Change of Control (provided always that where to do so would contravene any applicable law, the Partnering Team member shall notify the Client of such proposed Change of Control immediately upon it becoming permitted by applicable law to do so); or (b) (in any event) being subject to a Change of Control, with each of these circumstances being a "**Change of Control Event**". (ii) A failure by a Partnering Team member to notify the Client of a Change of Control Event within the time periods specified in clause 1.8(i) shall entitle the Client to terminate the appointment of that Partnering Team member under this Partnering Contract immediately on written notice to the Partnering Team member. (iii) Where the Client receives a notification of a Change of Control Event pursuant to clause 1.8(i):- (a) the Client shall undertake and complete its own due diligence on the relevant Partnering Team member to determine (acting reasonably) that, following such proposed or actual Change of Control, that Partnering Team member shall continue to satisfy (without limitation) the economic and financial standing and technical and professional competency requirements that the Partnering Team member, prior to the Change of Control, was required to satisfy as a precondition to being appointed to this Partnering Contract; and (b) if the Client is not satisfied (in its sole discretion) that such requirements will be satisfied by the relevant Partnering Team

		member if a potential Change of Control occurs or are not satisfied by the Partnering Team member following an actual Change of Control (as the context requires), the Client shall be entitled to terminate the appointment of that Partnering Team member under this Partnering Contract immediately on written notice to the Partnering Team member.
	2.	**PARTNERING DOCUMENTS**
Roles and relationships	2.1	The Partnering Documents describe the roles, expertise and responsibilities of the Partnering Team members and shall govern the relationships between the Partnering Team members and the implementation of the Project.
Partnering Documents	2.2	In addition to the Project Partnering Agreement and these Partnering Terms, the Partnering Documents shall comprise the documents listed in the Project Partnering Agreement and the additional or amended Partnering Documents developed in accordance with these Partnering Terms including without limitation the Project Timetable established in accordance with clause 6, the designs agreed as Project Proposals in accordance with clause 8, the prices incorporated in the Price Framework in accordance with clause 12, any Joining Agreements entered into pursuant to clause 10.2 or clause 26.10 (and any Consultant Services Schedule and Consultant Payment Terms or Specialist Contract and Specialist Payment Terms incorporated in such Joining Agreement), any Pre-Construction Agreement entered into pursuant to clause 13.5 and any Commencement Agreement entered into pursuant to clause 15.1.
Constructor Framework Agreement	2.2A	Subject to the provisions of clause 2.5 and clause 2.6, the Constructor warrants to the Client that, in complying with its duties and obligations under or in connection with this Partnering Contract, it shall do so in all respects in a manner that is entirely consistent with its duties and obligations to the Client under the Constructor Framework Agreement.
Consultant Framework Agreement	2.2B	Subject to the provisions of clause 2.5 and clause 2.6, each Consultant warrants to the Client that, to the extent that it has been identified in the Project Partnering Agreement as being a party to a Consultant Framework Agreement, in complying with their duties and obligations under or in connection with this Partnering Contract, it shall do so in all respects in a manner that is entirely consistent with its duties and obligations to the Client under its respective Consultant Framework Agreement.
Effect of Partnering Documents	2.3	Any Partnering Document created or amended in accordance with these Partnering Terms shall be binding on all Partnering Team members except that no Partnering Document shall create or amend the role, expertise, responsibilities or other obligations of any Partnering Team member who does not sign it.
Responsibility for Partnering Documents	2.4	Subject to clause 2.5, each Partnering Team member who prepares or contributes to any one or more Partnering Documents shall be responsible for the consequences of any error or omission in, or any discrepancy between, such Partnering Documents or its contributions to them, except to the extent of its reliance (if stated in such Partnering Documents) on any contribution or information provided by any one or more other Partnering Team members.

Partnering Documents complementary	2.5	All Partnering Documents shall be treated as complementary and it shall be the duty of all Partnering Team members to warn each other and the Client Representative of any error, omission or discrepancy of which they become aware and (within the scope of their agreed roles, expertise and responsibilities, including any error, omission or discrepancy as between the Partnering Documents and the terms and conditions of (as the context requires) the Constructor Framework Agreement or each Consultant Framework Agreement in the context of the Constructor's and each Consultant's respective obligations under and in connection with this Partnering Contract) to put forward proposals to resolve any such error, omission or discrepancy fairly and constructively within the Partnering Team without adversely affecting the agreed cost or time for completion or quality of the Project. Any proposal pursuant to this clause 2.5 shall be subject to prior approval by the Client after Core Group Consultation, pursuant to which the Client shall (in its sole discretion) elect to adopt any proposal to resolve any such error, omission or discrepancy put forward by the Partnering Team members, instruct a proposal of its own or notify the Partnering Team members which document(s) forming part of the Partnering Documents take precedence over the other in relation to the identified issue and, in each case, the Partnering Team members shall be obliged to comply with the decision or acceptance by the Client without cost to the Client and without any entitlement to any extension of the Date for Completion (or any analogous period of time within which a Partnering Team member is required to complete a specific requirement under or in connection with this Partnering Contract).
Priority of Partnering Documents	2.6	Except where a different priority is determined by the Client in its sole discretion pursuant to clause 2.5 (and with whose decision the Partnering Team members shall comply without cost to the Client and without any entitlement to any extension of the Date for Completion or any analogous period of time within which a Partnering Team member is required to complete a specific requirement under or in connection with this Partnering Contract), the priority between the Partnering Documents shall be as follows in descending order:- (i) (in the context of all matters relating to the security of and/or access to the Site only) the Pre-start Meeting Minutes; (ii) (in the context of the duties and obligations of the Constructor under or in connection with the Constructor Framework Agreement) the terms and conditions of the Constructor Framework Agreement; (iii) (in the context of the duties and obligations of a Consultant that is named in the Project Partnering Agreement as being a party to a Consultant Framework Agreement under or in connection with that Consultant Framework Agreement) the terms and conditions of that Consultant Framework Agreement; (iv) the Commencement Agreement; (v) the Project Partnering Agreement; (vi) these Partnering Terms; (vii) the BIM Protocol;

		(viii) the Project Timetable; (ix) the Partnering Timetable; (x) the Consultant Services Schedules and Consultant Payment Terms; (xi) the Project Brief incorporating any Constructor's Services Schedule; (xii) the Project Proposals; (xiii) the Price Framework; (xiv) any Joining Agreement; (xv) any Pre-Construction Agreement; (xvi) any Risk Register; (xvii) the KPIs and Targets; and (xviii) any other Partnering Documents.
Insolvency Act	2.7	Nothing under or in connection with this Partnering Contract shall constitute a supply of goods or services by the Client for the purposes of section 233B of the Insolvency Act 1986.
Provision of other information	2.8	Any Partnering Team member shall, within ten (10) Working Days (or such other period as is reasonable) of any request by any other Partnering Team member, provide to the requesting party any information (or a copy of the same) relating to the Project which is in its possession or in respect of which it is the party most appropriate to obtain such information and shall ensure that such information is accurate, unless otherwise stated in writing at the time of its provision.
No exclusivity or guarantee	2.9	Each of the Partnering Team members acknowledges and agrees that:- (i) notwithstanding their appointment under this Partnering Contract, no Partnering Team member has or shall have the exclusive right to undertake any works and/or services to be performed and undertaken on behalf of the Client in relation to the Project and the Client may, at its sole discretion and without incurring any liability to any party to this Partnering Contract, issue instructions to other Partnering Team members, constructors, consultants and/or third parties to carry out works and/or services and tasks in relation to the Project which are the same as or similar to the services under this Partnering Contract; (ii) the decision to instruct and/or maintain the engagement of any Partnering Team member under this Partnering Contract to carry out and complete any works and/or services in relation to the Project (if at all) is at the sole discretion of the Client; (iii) the Client makes no guarantee to any Partnering Team member that it shall proceed with the design and construction of the Project and no Partnering

		Team member shall have an entitlement to perform any works and/or services in connection with the same; and the Partnering Team members, whether jointly or individually, shall have no entitlement to make any claim against the Client (whether in contract, tort or any other basis of law) in respect of costs, damages, expense and/or loss (whether direct, indirect, consequential, linked to lost profit or otherwise) or on any other basis, arising out of it not being awarded any minimum number of services and/or works in relation to the Project, whether in number or in value.
Partnering Documents	2.10	The Partnering Contract, the Project Partnering Agreement, the Commencement Agreement (if and when issued) and these Partnering Terms are to be read as a whole and the Partnering Team members acknowledge and agree that the Partnering Documents form the entire contract between them to the exclusion of any antecedent statement or representation.
Third Party Agreements	2.11	(i) The Constructor acknowledges that the Client has and will from time to time enter into Third Party Agreements and be bound by decisions, consents and approvals of relevant authorities which may relate to the Constructor's obligations under this Partnering Contract. The details of any Third Party Agreement(s) entered into by the Client before the Commencement Agreement are referred to in the Commencement Agreement. (ii) The Constructor complies with and performs its obligations under and arising out of this Partnering Contract so that no negligent act, omission or default on its part (or on the part of any Specialists engaged by it or other subcontractors of any tier engaged in connection with the Project):- (a) causes or contributes to any breach by the Client of any of its obligations; (b) gives rise to any liability of the Client; and/or (c) leads to any diminution or loss of any rights, entitlements or other benefits of the Client, under any Third Party Agreement, save to the extent that the Constructor has not been provided with a copy of such Third Party Agreement. (iii) The Constructor shall indemnify the Client against the Client's reasonably foreseeable and properly incurred and mitigated expenses, liabilities, losses, claims and proceedings whatsoever arising out of or in connection with a failure by the Constructor to comply with the requirements of this clause 2.11, save only where such failure is the direct consequence of an instruction of the Client Representative (which is not itself the result of any negligence, default or breach of contract by or on behalf of the Constructor or any Specialist) and could not have been avoided by the Constructor using reasonable and practical means. (iv) In the event the Client enters into any Third Party Agreement after the date of the Commencement Agreement that was not disclosed to the Constructor and/or referred to in the Commencement Agreement as at the date of the Commencement Agreement (including any amendment agreement to a

		Third Party Agreement entered into before the date of the Commencement Agreement) the same shall be treated as a Change for the purposes of clause 17. (v) The Constructor provides the Client Representative with copies of all correspondence and communications between the Constructor and any third party in relation to any actual or potential Third Party Agreements.
Rules of interpretation	2.12	In this Partnering Contract, the following rules of interpretation shall apply: (i) any reference to "**law**", "**applicable law(s)**" and/or "**regulations**" means (as the context requires) any and all of the following:- (a) any Act of Parliament or subordinate legislation, any exercise of the Royal Prerogative, any enforceable community right within the meaning of section 2 of the European Communities Act 1972, any planning or building permission or regulation and any other official request or requirement made by any Statutory Authority or other body of competent jurisdiction in respect of which the Client and/or a Partnering Team member has a legal obligation to comply; (b) any enforceable community right within the meaning of section 2 of the European Communities Act 1972, any other applicable law, common law proclamation, bye-law, directive, decision, regulation, rule, notice or court ruling binding on the Parties directly or through precedent, international convention or treaty ratified by the United Kingdom, all applicable laws, regulations, directives, orders, decisions or other rules having the force of law in the jurisdiction (including in relation to international waters) where the Partnering Team member's obligations under this Partnering Contract are carried out including for the avoidance of doubt the European Union (Withdrawal) Act 2018 and the European Union (Withdrawal Agreement) Act 2020 and any United Kingdom government policy legally binding on the Parties either particularly or as part of a class; and (c) all orders, rules, regulations, ordinances, notices, guidance notes, schemes, warrants, bye-laws, directives, franchises, licences, permits, circulars and codes of practice issued or raised under or in connection with any of the foregoing; (ii) all headings and sub-headings are for ease of reference only and are not to be taken into consideration in the interpretation and/or construction of this Partnering Contract; (iii) references to clauses, recitals and schedules (whether such references are capitalised or otherwise) are references to clauses, recitals and schedules of and/or to this Partnering Contract unless expressly stated; (iv) references to specific legal or regulatory provisions include any amendment, update, replacement, consolidation and/or re-enactment of the same (in whatever form) from time to time and include any and all subordinate

		instruments, orders, rules, regulations and byelaws made thereunder and any guidelines issued in respect thereof from time to time; (v) references to specific standards and codes of practice, guidance and/or other instruments include any amendment, update, replacement, consolidation and/or re-enactment of the same from to time; (vi) a reference to a person includes a reference to a firm, a body corporate, an unincorporated association, a partnership or a legal entity or public body of any kind (as the context requires); (vii) any reference to a public body shall be deemed to include any successor to such organisation or authority which takes over their functions or responsibilities; (viii) where general words are followed or preceded by specific examples, the nature of such specific examples shall not restrict or qualify the natural meaning of the general words and the "**ejusdem generis**" rule shall not apply; (ix) any obligation on a Partnering Team member to do any act, matter or thing includes, unless expressly stated otherwise, an obligation to procure that it is done; and (x) this Partnering Contract shall not be construed or interpreted against or to the disadvantage of the Client on the grounds that this Partnering Contract represents the Client's standard terms and conditions of business and/or that this Partnering Contract and/or any particular term or condition hereof may have originated from the Client.
	3.	**COMMUNICATION AND ORGANISATION**
Cooperative exchange of information	3.1	The Partnering Team members shall work together and individually, in accordance with the Partnering Documents, to achieve transparent and cooperative exchange of information in all matters relating to the Project and to organise and integrate their activities as a collaborative team.
Methods of communication	3.2	(i) Unless otherwise specified by the Client Representative from time to time and in writing (but subject always to clause 3.2(iii)), all notices, requests, submissions, decisions, consents, approvals, comments, valuations, agreements, opinions, instructions and other communications between any Partnering Team members under or in connection with this Partnering Contract (referred to in this clause 3.2 as "**communications**") shall be by:- (a) hand delivery; (b) first class inland (or recorded delivery) post; and/or (c) electronic mail. Notwithstanding the above, where the Client Representative notifies the Partnering Team members in writing, as soon as reasonably practicable after

			the date of the Commencement Agreement, that a named piece of contract management software ("**Communications Software**") must be used by the Partnering Team members to issue and receive communications, the Communications Software will (subject to clause 3.2(iii) and unless otherwise specified by the Client Representative in its notice) thereafter be used exclusively by the Partnering Team members until such time as the Client Representative notifies them otherwise. (ii) Subject always to clause 3.2(iii) and clause 3.2A (and save where otherwise notified to the Partnering Team members by the Client Representative in writing from time to time):- (a) a communication issued via the Communications Software (if used) shall have effect when it is communicated by the sender to the recipient in accordance with the Communications Software specified, provided that any communication sent after 17:00 pm shall be treated as having been received at 09.00 am on the first (1st) Working Day after its transmission; and (b) a communication not issued via the Communications Software shall have effect on the following basis: 1. any communication sent by hand is deemed to be received upon delivery to the address of the recipient as set out in the Project Partnering Agreement or any Joining Agreement (or as may be notified by a Partnering Team member to the other Partnering Team members from time to time and in writing); 2. any communication sent by first class inland post and/or recorded delivery post to the address of the recipient (determined by reference to the above) is deemed as having been received two (2) Working Days following the date of posting; 3. any communication sent by electronic mail is deemed to have been received on the day of its transmission in legible form unless outside the hours of 09:00 am to 17:00 pm in which case it is treated as having been received at 09:00 am on the first (1st) Working Day after its transmission, provided always that (save to the extent that such addresses are set out in the "Project Execution Plan" forming part of the Project Brief) the Partnering Team members have first confirmed to one another and to the Client Representative in writing their respective addresses for the purposes of sending and receiving electronic mail; and 4. any other communication sent by electronic means as provided for in the Communications Protocol instead of electronic mail shall be deemed to have been received when, in additional to the issue or uploading of the original communication itself, confirmation of the same is provided by the sender to the relevant recipients by one

		of the above-mentioned means (and in accordance with the rules of receipt referred to therein). (iii) Unless otherwise notified to the Partnering Team members by the Client Representative in writing from time to time, electronic communications (including by any Communications Software) are not effective as a method of communication for a communication by: (a) a Partnering Team member seeking to exercise its right to suspend performance under this Partnering Contract; (b) any Partnering Team member pursuant to clause 26; and/or (c) any Partnering Team member for the purpose of giving a notice of adjudication or referring a dispute for resolution pursuant to clause 27, provided always that a duplicate copy of any written communication may also be sent to the receiving party (or parties) by electronic mail and/or the Communications Software for information only.
Methods of communication	3.2A	Each Partnering Team member shall ensure that:- (i) each and every document (in whatever form, including hard and/or soft (electronic) copy) and/or communication prepared and/or issued by or on behalf of that Partnering Team member pursuant to this Partnering Contract is clearly marked "**OFFICIAL**" or with such other security-related designation that the Client notifies the Partnering Team members of in writing from time to time; and (ii) it will (and ensure that any third parties engaged by it in connection with the Project) comply with any communication protocol and/or document security protocol of the Client that the Client may issue to the Partnering Team members (and thereafter update and/or replace at its sole discretion) from time to time, at its own cost and without any adjustment to any Date for Completion.
Core Group and members	3.3	The Partnering Team members shall establish a Core Group who shall meet regularly to review and stimulate the progress of the Project and the implementation of the Partnering Contract and to fulfil their other functions as described in these Partnering Terms. Members of the Core Group shall comprise the individuals so listed in the Project Partnering Agreement or any Joining Agreement subject to replacement only with the prior consent of the current Partnering Team members.
Responsibility for Core Group members	3.4	Each Partnering Team member shall ensure that any of its employees who are Core Group members shall attend Core Group meetings and fulfil the agreed functions of a Core Group member in accordance with the Partnering Documents.
Core Group meetings	3.5	A meeting of the Core Group members shall be convened by the Client Representative at the request of any Core Group member and otherwise as required by the Partnering Documents, at not less than five (5) Working Days' notice unless all Core Group members agree a shorter period, to all Core Group members (copied to all Partnering

		Team members, who shall be entitled to attend) stating its agenda. Each such meeting shall be chaired by an individual to be agreed at that meeting and shall deal only with the matters listed in its agenda (unless all Core Group members agree otherwise).
Core Group decisions	3.6	Decisions of the Core Group shall be by Consensus of all Core Group members present at that meeting. The Partnering Team members shall comply with any decision of the Core Group made within the scope of its agreed functions.
Early Warning	3.7	The Partnering Team members shall operate an Early Warning system, whereby each Partnering Team member shall notify the others as soon as it is aware of any matter adversely affecting or threatening the Project or that Partnering Team member's performance under the Partnering Contract, and (within the scope of its agreed role, expertise and responsibilities) shall include in such notification proposals for avoiding or remedying such matter. The Client Representative shall convene a meeting of the Core Group within five (5) Working Days from the date of any such notification to agree an appropriate course of action unless all Core Group members agree such course of action without a meeting.
No waiver or approval	3.7A	Each Partnering Team member acknowledges and agrees that its liability under this Partnering Contract shall not be released, diminished or in any other way affected by:- (i) any direction, admission, approach, consent, approval, confirmation, comment, sanction, acknowledgement or advice made or given by or on behalf of the Client or the Client Representative; (ii) any act, omission or delay by or on behalf of the Client, any Project Consultant and/or any Interested Party in inspecting approving or informing itself about anything relating to the Project; (iii) any enquiry or inspection into any relevant matter which may be made or carried out by or on behalf of the Client or the Client Representative; (iv) the inclusion of the value of any work, materials or goods in any payment; (v) the issue of any written confirmation that Project Completion has been achieved or that any defects in the Project have been rectified; or (vi) the engagement by a Partnering Team member of a Specialist (whose acts and omissions that Partnering Team member shall be responsible and liable for as if such acts or omissions were its own), and the rights and/or remedies of a Partnering Team member may only be waived by formal written waiver which is signed by a duly authorised representative of the Client waiving its rights and which makes express and unequivocal reference to the waiver being made pursuant to this clause 3.7.
Partnering Team meetings and decisions	3.8	A meeting of the Partnering Team members shall be convened by the Client Representative at the request of any Partnering Team member and otherwise as required by the Partnering Documents, at not less than five (5) Working Days' notice to all other Partnering Team members stating its agenda. Each such meeting shall be chaired by the Client Representative (unless those present agree otherwise) and shall deal only with the matters listed in its agenda (unless all Partnering Team members

		agree otherwise). Decisions of a Partnering Team meeting shall be by Consensus of all Partnering Team members present at that meeting.
Retrospective effect	3.8A	Notwithstanding the date of this Partnering Contract (or the date of a Partnering Team member's Joining Agreement, as the context requires), where a Partnering Team member has performed any works and/or services in connection with the Project prior to the date of the Partnering Contract or its Joining Agreement (as the context requires), the duties and obligations contained in this Partnering Contract shall be deemed to have applied to the carrying out of any of such works and/or services prior to such date (provided always that where the Constructor has entered into a "Pre-Construction Services Agreement" with the Client in accordance with the terms of the Framework Agreement in advance of entering into this Partnering Contract, the Constructor acknowledges and agrees that it shall have no entitlement to payment whatsoever under this Partnering Contract in respect of any works and/or services previously provided to the Client under such "Pre-Construction Services Agreement").
Interested Parties	3.9	The Partnering Team members shall work together and individually in accordance with the Partnering Documents to establish the maximum practicable involvement in the Project, subject to clause 22.4, by those Interested Parties listed in the Project Partnering Agreement and such other Interested Parties as they may agree.
Secondments and further co-operation	3.10	The Partnering Team members shall together consider and develop such secondments, office sharing arrangements and access to each other's computer networks and databases as shall benefit the Project, subject to clause 25.5 and to signature of appropriate procedural agreements, and including any specific arrangements set out in the Project Brief and the Project Proposals. The Partnering Team members shall not, in complying with clause 3.10, be required to make available staff or resources that were intended to be utilised for purposes other than the Project nor be required to permit access to databases that do not or reveal confidential information that does not relate to the Project.
Records	3.11	The Partnering Team members shall keep such records of their activities in relation to the Project as are required by the Partnering Documents and, subject to clause 25.5, shall permit inspection of their activities and records in relation to the Project by other Partnering Team members, any Project Consultant, any Operational Party and by any third parties stated in the Project Brief.
	4.	**OBJECTIVES AND TARGETS**
Objectives	4.1	The Partnering Team members shall establish, develop and implement their partnering relationships, within their agreed roles, expertise and responsibilities and in accordance with the Partnering Documents, with the objectives of achieving for the benefit of the Project and for the mutual benefit of Partnering Team members:- (i) trust, fairness, mutual co-operation, dedication to agreed common goals and an understanding of each other's expectations and values; (ii) finalisation of the required designs, timetables, prices and supply chain for the Project;

		(iii) innovation, improved efficiency, cost-effectiveness, lean production and improved Sustainability; (iv) completion of the Project within the agreed time and price and to the agreed quality; (v) measurable continuous improvement by reference to the Targets described in clause 4.2 and the KPIs; (vi) commitment to people including staff and Users; (vii) implementation of the Project in accordance with the BIM Protocol; and (viii) any additional objectives stated in the Project Partnering Agreement.
Targets	4.2	Each Partnering Team member undertakes to the others to do all that it can, within its agreed role, expertise and responsibilities and in accordance with the Partnering Documents, to pursue for the benefit of the Project and for the mutual benefit of Partnering Team members the Targets stated in the KPIs for:- (i) reduced capital cost and whole life costs; (ii) reduced design, supply and construction time; (iii) reduced defects and zero defects; (iv) reduced accidents; (v) increased predictability; (vi) increased productivity; (vii) increased turnover and Profit; (viii) improved quality; (ix) improved Sustainability; and (x) any other Targets identified in the KPIs.
	5.	**CLIENT REPRESENTATIVE AND PARTNERING ADVISER**
Client Representative functions	5.1	The Client Representative shall:- (i) fulfil its functions as described in these Partnering Terms and the other Partnering Documents, exercising any discretion fairly and constructively, and facilitate an integrated design, supply and construction process in accordance with the Partnering Documents and with the support of other Partnering Team members as stated in the Partnering Documents;

		(ii) call, organise, attend and minute meetings of the Core Group members and the Partnering Team members, whenever required or appropriate in accordance with the Partnering Documents; (iii) organise and monitor the contributions of Partnering Team members to Value Engineering, Value Management and Risk Management exercises in relation to the Project (to which Partnering Team members shall contribute if so requested), as stated in the Partnering Documents and as otherwise agreed by the Core Group, and submit to the Client and the Core Group proposals for approval based on the results of these exercises and in the best interests of the Project; (iv) organise partnering workshops for Partnering Team members and Interested Parties, as and when stated in the Partnering Timetable and as otherwise requested by the Core Group; and (v) monitor the implementation of the Project on and off Site with the support of other Partnering Team members as stated in the Partnering Documents.
Client Representative authority	5.2	The Client Representative shall be authorised to represent the Client in all matters relating to the Project, except membership of the Core Group, subject to such restrictions as are stated in the Project Partnering Agreement and in accordance with such procedures as are stated in the Partnering Documents.
Instructions to Constructor	5.3	Where necessary and without prejudicing the collaborative spirit of the partnering relationships, the Client Representative may issue such instructions to the Constructor as are consistent with the Partnering Documents, including as to the opening up for inspection or testing of any part of the Project and the rectification or replacement at no cost to the Client of any designs, works, services, materials, goods or equipment that are defective or otherwise not in accordance with the Partnering Documents.
Objection to instructions	5.4	If an instruction issued by the Client Representative is contrary to any Partnering Document or otherwise demonstrably not in the best interests of the Project, the Constructor shall notify the Client and the Client Representative within five (5) Working Days from the date of such instruction. Following Consultation between the Client, the Constructor, the Client Representative with input from other Partnering Team members as appropriate, to seek to resolve the Constructor's objection, the Client Representative shall confirm, amend or withdraw the relevant instruction and the Constructor shall comply with such confirmation, amendment or withdrawal, or within five (5) Working Days from its date shall implement the procedures described in clause 17 or clause 18 or clause 27 if appropriate.
Compliance with instructions	5.5	Subject to clause 5.4, the Constructor shall promptly carry out an instruction of the Client Representative that is consistent with the Partnering Documents. If the Client, after Consultation with the Core Group, has reason to consider that failure to carry out any such instruction shall materially adversely affect the Project, and if the Constructor shall not carry out such instruction within five (5) Working Days from the date of a notice from the Client under this clause 5.5 repeating the instruction, then the Client may pay another party (whether or not a Partnering Team member) to carry out such instruction and the Constructor shall permit such other party to do so and any consequent cost additional to the Agreed Maximum Price shall be borne by the

		Constructor by payment to the Client or deduction from payments otherwise due pursuant to clause 20.
Partnering Adviser	5.6	In all matters relating to their partnering relationships and the operation of the Partnering Contract, the Partnering Team members may together or individually utilise the advice and support of the Partnering Adviser, subject to prior agreement of costs and the Partnering Adviser's duty of care, including:- (i) selection of Partnering Team members, team-building, review of the Partnering Documents and review of Specialist Contracts for consistency with the Partnering Documents; (ii) preparation of the Project Partnering Agreement; (iii) preparation of any Joining Agreements, Pre-Construction Agreement and Commencement Agreement; (iv) provision of fair and constructive advice as to the partnering process, the development of the partnering relationships and the operation of the Partnering Contract; (v) attendance at such meetings of the Core Group and the Partnering Team as their members consider appropriate; and (vi) assistance in the solving of problems and the avoidance or resolution of disputes in accordance with clause 27.
Replacement of Partnering Adviser	5.7	The Partnering Adviser may be replaced at any time by a decision of the Core Group.
Key Personnel	5.8	(i) In this Partnering Contract, the term "**Key Personnel**" means the persons (or any of them as the context requires) identified as such in the Project Partnering Agreement, a Joining Agreement and/or Commencement Agreement and their replacement(s) as approved by the Client in accordance with clause 5.8(iii). (ii) Each Partnering Team member acknowledges that one of the key reasons for the Client appointing that Partnering Team member under and/or pursuant to this Partnering Contract is that the Partnering Team member has within its staff certain experienced and/or recognised technical experts identified in this Partnering Contract as Key Personnel. (iii) Pursuant to clause 5.8(ii), each Partnering Team member shall:- (a) use all reasonable endeavours to retain the Key Personnel throughout the performance of the works and/or services provided or to be provided by it in connection with the Project; (b) promptly inform the Client in the event that any of the Key Personnel leave, or give notice of an intention to leave the employment of that Partnering Team member and obtain a substitute in accordance with the requirements of clause 5.8(iii)(e);

		(c) not reassign or allow the reassignment of the Key Personnel to other projects during the performance of the Partnering Team member's works and/or services in connection with the Project without the Client's written approval (such consent not to be unreasonably withheld or delayed); (d) take all reasonable steps to ensure that the Key Personnel perform their roles and responsibilities in accordance with any organisational structure agreed in writing between that Partnering Team member and the Client from time to time; and (e) if during the performance by a Partnering Team member of its works and/or services in connection with the Project:- 1. that Partnering Team member wishes to reassign or to replace an individual designated as Key Personnel; or 2. an individual designated as Key Personnel gives notice of their intention to terminate its contract of employment or is otherwise no longer able to perform its duties, that Partnering Team member will provide details of a substitute with experience and qualifications equivalent or similar to the Key Personnel to be replaced to the Client for the Client's approval (such approval not to be unreasonably withheld nor delayed) and sufficiently in advance of the replacement date to allow the Client to properly consider such substitute and approve such substitute (acting reasonably). (iv) All of the Partnering Team member's Key Personnel must be fluent in both spoken and written English except to the extent as may be agreed to the contrary between the Client and that Partnering Team member in writing in relation to specific individuals or positions to be filled from time to time.
Apprenticeships	5.9	(i) The Constructor shall take all reasonable steps to, where applicable, employ apprentices and shall report to the Client the numbers of apprentices employed and the wider skills training provided, during the delivery of the Project. (ii) The Constructor shall take all reasonable steps to ensure that no less than the Required Apprenticeship Percentage are on formal apprenticeship programmes or that a similar proportion of hours worked in providing the Project, (which may include support staff and Specialists) are provided by people on formal apprenticeship programmes. (iii) The Constructor shall make available to its people and Specialists working on this Partnering Contract, information about the United Kingdom government's apprenticeship programme and wider skills opportunities. (iv) The Constructor shall provide any further skills training opportunities that are appropriate for its people engaged in providing the Project.

		(v) The Constructor shall provide a report detailing the following measures at the reporting interval specified in the Project Partnering Agreement and shall be prepared to discuss apprenticeships at its regular meetings with the Client Representative:- (a) the number of people during the reporting period employed on the contract, including support staff and Specialists; (b) the number of apprentices and number of new starts on apprenticeships directly initiated through this Partnering Contract; (c) the percentage of all people taking part in an apprenticeship programme; (d) if applicable, an explanation from the Constructor as to why it is not managing to meet the specified percentage target; (e) actions being taken to improve the take up of apprenticeships; and (f) other training/skills development being undertaken by people in relation to this contract, including:- 1. work experience placements for fourteen (14) to sixteen (16) year olds; 2. work experience / work trial placements for other ages; 3. student sandwich / gap year placements; 4. graduate placements; 5. vocational training; 6. basic skills training; and 7. on-site training provision / facilities.
	6.	**PARTNERING TIMETABLE AND PROJECT TIMETABLE**
Partnering Timetable	6.1	Subject to any agreed preconditions and subject to clauses 17, 18, 20.17 and 26.6, the Partnering Team members shall undertake their agreed activities in relation to the Project, during the period prior to the date of the Commencement Agreement, regularly and diligently in accordance with the Partnering Timetable.
Development of Project Timetable	6.2	The proposed Project Timetable, comprising the Date of Possession, the Date for Completion and other detailed arrangements as to timing for implementation of the Project with effect from the date of the Commencement Agreement, shall be submitted to the Client Representative by the Constructor with supporting method statements and procedures by the date or dates stated in the Partnering Timetable, shall be reviewed by the Core Group and shall be subject to approval by the Client.

Sections	6.3	If the Partnering Timetable or the Project Timetable refers to the division of the Project into Sections, then (except where expressly stated to the contrary) all references in the Partnering Documents to the Project, the Date of Possession, Project Completion, the Date for Completion and the Completion Date and all other provisions of the Partnering Documents shall apply to the whole Project and to each and any Section.
Site possession and access	6.4	(i) Unless otherwise specified in the Commencement Agreement (and without prejudice to the ability of the Client and/or any parties engaged by it or acting on its behalf to access the Site at any time at the Client's sole discretion), the Constructor shall have non-exclusive access to the Site, for the purposes of constructing the Project in accordance with this Partnering Contract, as from the Date of Possession until the date immediately prior to the Completion Date (or as otherwise specified in the Project Brief). Any additional arrangements and/or requirements relating to this period of non-exclusive possession (or otherwise) will be set out in the Commencement Agreement and/or (to the extent specified as applying to this Partnering Contract in the Project Partnering Agreement) the Decant Protocol. (ii) If the Constructor or the Consultant(s) require access to any area within the Client's control outside the agreed Site, it shall notify the Client as soon as reasonably practicable and not access any such area(s) without the Client's express written approval. The Constructor and the Consultant(s) shall comply with any restrictions in relation to such areas that are referred to in this Partnering Contract (including as part of the Project Brief and/or the 4.20 Meeting Minutes) which shall be deemed to include the equivalent requirements set out in this Partnering Contract in relation to the Site or any other requirements that may be notified to the Constructor by the Client.
Decant Protocol	6.4A	(i) The provisions of this clause 6.4A apply where it is specified in the Project Partnering Agreement that a Decant Protocol applies to this Partnering Contract. (ii) The Parties acknowledge that each Partnering Team member shall comply with the Decant Protocol (and if the Project is to be constructed in Sections, the Decant Protocol shall apply to each Section on the basis set out therein). (iii) Without prejudice to the generality of clause 6.4A(ii), each Partnering Team member agrees that no Partnering Team member shall commence any works in connection with the Project at the Site other than in accordance with the Decant Protocol.
Compliance with Project Timetable	6.5	With effect from the date of the Commencement Agreement, subject to any agreed preconditions, and subject to clauses 6.6, 17, 18, 20.17 and 26.6, the Partnering Team members shall undertake their agreed activities in relation to the Project regularly and diligently in accordance with the Project Timetable.
Acceleration or postponement	6.6	The Client Representative may instruct acceleration, postponement or resequencing of any date or period stated in the Project Timetable and, subject to clause 5.4, the Constructor shall treat such instruction as a proposed Change in accordance with clause 17.

Updating Project Timetable	6.7	The Constructor shall update the Project Timetable regularly to reflect any agreed adjustment pursuant to these Partnering Terms and shall circulate it to the other Partnering Team members. The receipt or use of any updated Project Timetable shall not be evidence of any Partnering Team member's agreement to its contents.
	7.	**HEALTH AND SAFETY, SITE WELFARE AND EMPLOYEES**
CDM Regulations	7.1	For the purposes of the CDM Regulations:- (i) the term "principal designer" shall mean the Principal Designer as identified as such in the Project Partnering Agreement; (ii) the term "principal contractor" shall mean the party identified as such in the Project Partnering Agreement; (iii) all Partnering Team members shall fulfil their respective responsibilities under the CDM Regulations, including without limitation the preparation, collation and circulation of the Pre-Construction Information by the Client or the Principal Designer, as appropriate, and the preparation of the Construction Phase Plan by the Constructor in compliance with the CDM Regulations as pre-conditions to the implementation of the Project on Site; and (iv) where the Constructor is not the Principal Designer, but is the "principal contractor" and the Principal Designer's appointment concludes before Project Completion, the Constructor shall review, update and revise the health and safety file in accordance with regulations 12(8) to (10) of the CDM Regulations.
Health and safety	7.2	The Partnering Team members shall work together and individually within their agreed roles, expertise and responsibilities and in accordance with the Partnering Documents to achieve the highest possible standards of health and safety in all activities forming part of the Project and shall implement such health and safety and site welfare measures as are described in the Partnering Documents.
Health and safety	7.2A	A Partnering Team member shall promptly notify the Client of any health and safety hazards which may arise in connection with the performance of the Project. The Client shall promptly notify the Partnering Team members of any health and safety hazards which may exist or arise at the Site and which may affect that Partnering Team member in the performance of the Project.
Health and safety	7.2B	Each member of the Partnering Team warrants that it has the skills, knowledge, experience and organisational ability to fulfil the role or roles they are appointed to fulfil under this Partnering Contract with regard to and in compliance with the CDM Regulations.
Health and safety	7.2C	Without prejudice to the generality of clause 7.2A and/or this clause 7.2C, each Partnering Team member:-

		(i) shall perform the Project having regard to the health and safety of persons involved in the Project and shall comply with:- (a) any codes of practice, guidance notes and recommendations published by the Health and Safety Executive; (b) any safety policies produced by the Client and any contractors; and (c) the "Joint Code of Practice on the Protection from Fire of Construction Sites and Buildings Undergoing Renovation" (as amended from time to time) as published by the Construction Confederation and the Fire Protection Association; (ii) promptly notifies the Client of any health and safety hazards which may arise in connection with the performance of its duties and obligations under this Partnering Contract (and the Client promptly notifies the Partnering Team member of any health and safety hazards which may exist or arise in connection with the Project from time to time and which may affect the Partnering Team member in the performance of its duties and obligations under this Partnering Contract); (iii) notifies the Client immediately in the event of any incident occurring in connection with the performance of its duties and obligations under this Partnering Contract at the Site from time to time (including where notified by the Client to the Partnering Team member) where that incident causes any personal injury or damage to property which could give rise to personal injury; and (iv) ensures that its health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the Client on request to the extent required in connection with the works and/or services being provided by the Partnering Team member.
Skills, qualifications and experience	7.3	Each Partnering Team member shall employ for the purposes of the Project individuals with the necessary skills, qualifications and experience to fulfil that Partnering Team member's role, expertise and responsibilities under the Partnering Contract. The removal or replacement of any individual named in the Partnering Documents shall be subject to the restrictions stated in the Partnering Documents.
Responsibility for individuals	7.4	Each Partnering Team member shall use the standard of skill and care specified in clause 22.1 to ensure that its employees and all other individuals for whom it is responsible shall adhere to the Partnering Contract. Each Partnering Team member shall be liable to the other Partnering Team members for any loss, damage, injury or death caused by the default or negligence of any such employees and other individuals when on Site or otherwise under its control.
Replacement of individuals	7.5	If any individual employed by a Partnering Team member or for whom it is responsible disrupts or otherwise adversely affects the Project then, after Consultation with the Core Group, the Client may require the exclusion of that individual from the Project

		and the Site and the relevant Partnering Team member shall engage a suitable replacement and notify the Core Group accordingly.
Employment and training initiatives	7.6	The Partnering Team members shall implement together and individually such employment and training initiatives as are described in the Partnering Documents or otherwise agreed between them.
Employment and Skills Strategy	7.7	(i) Pursuant to clause 7.6, the Constructor shall comply with and implement the ESP and Method Statement in accordance with the Employment and Skills Strategy. (ii) The Constructor shall nominate an individual to liaise with the Client Representative and provide the Client Representative with information as required to demonstrate the Constructor's on-going compliance with the ESP and Method Statement. (iii) The Client Representative shall provide to the Constructor such information that it has available to enable the Constructor to comply with and implement the ESP and Method Statement, including the details listed in the Employment and Skills Strategy during the design and construction phase of the Project. (iv) The Constructor shall provide to the Client Representative on a monthly basis, in accordance with the Partnering Timetable and the Project Timetable, a report outlining the achievements during the previous month against the ESP and Method Statement and the employment and skills KPI and Targets, and provide details of the various employment and skills activities delivered in the month. The Client Representative shall be responsible for monitoring the Constructor's compliance with and implementation of the ESP and Method Statement, and such monitoring shall form part of the Client's assessment of the employment and skills KPI and Targets. (v) Any and all costs relating to compliance with and implementation of the ESP and Method Statement by the Constructor are deemed to be included in the Price Framework.
Security and vetting	7.8	(i) The provisions of clause 7.8(i) to clause 7.8(xvii) (inclusive) are subject always to the requirements of the Client notified to a Partnering Team member pursuant to clause 7.8(xviii). (ii) Where Non-Client Personnel who are required to have a pass for admission to the Site are identified by the relevant Partnering Team member to the Client (provided always that the relevant Partnering Team member first notifies the Client in writing of such Non-Client Personnel within a reasonable period ahead of their scheduled attendance(s) at the Site), the Client, subject to its satisfactory completion of its own approval procedures in respect of such admission by Non-Client Personnel, shall arrange for passes to be issued. Non-Client Personnel who cannot produce a proper pass when required to do so by any of the Client's Personnel, or who

			contravene any conditions on the basis of which a pass was issued, may be refused admission to the Site or required to leave the Site if already there.
		(iii)	The Constructor and/or any other Partnering Team member as the case may be shall promptly return any pass issued to any Non-Client Personnel pursuant to clause 7.8(ii) if at any time the Client so requires or if the person to whom the pass was issued ceases to be involved in the performance of the relevant part of the Project. The Constructor and any other Partnering Team member as the case may be shall promptly return such passes on completion or earlier termination of their appointment under this Partnering Contract.
		(iv)	Non-Client Personnel attending the Site may be subject to a search at any time. Strip searches are only conducted on the specific authority of the Client under the same rules and conditions applying to the Client's Personnel. The Partnering Team members are deemed to be familiar with and comply with (and shall procure that the Non-Client Personnel are familiar and comply with) the Prison Rules 1999 Part III and the Prison (Amendment) Rules 2005 and the Young Offender Institute Rules 2000 Part III and the Young Offender Institute (Amendment) Rules 2008 in this regard.
		(v)	The Client, whose decision is final and conclusive, reserves the right to refuse to admit to, or to withdraw permission to remain on, the Site or any premises occupied by or on behalf of the Client any Non-Client Personnel whose admission or continued presence is, in the opinion of the Client, undesirable.
		(vi)	If and when directed by the Client, each Partnering Team member shall provide a list of the names and addresses, national insurance numbers, periods of employment, immigration status and tax exemption certificates of all persons who it is expected may require admission in connection with the Partnering Contract to the Site or any premises occupied by or on behalf of the Client, specifying the capacities in which they are concerned with the Project and giving such other particulars as the Client may reasonably desire.
		(vii)	Each Partnering Team member shall ensure that its Non-Client Personnel undertaking works and/or services within the boundaries of a Government establishment shall comply with rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of Non-Client Personnel when at that establishment and when outside that establishment.
		(viii)	If any Partnering Team member fails to comply with clause 7.8(iii) and/or clause 7.8(vi) the Client, (whose decision shall be final and conclusive in the matter) may decide that such failure is prejudicial to the interests of the Crown and if that Partnering Team member does not comply with the Client's reasonable requests within two (2) months of the date of a written notice from the Client so to do, then the Client may terminate the appointment of all or any part of a Partnering Team member's involvement in the Project as if a breach had occurred under clause 26.4 or clause 26.3 (as the context requires) of this Partnering Contract, provided that such termination does

not prejudice or affect any right of action or remedy which has accrued or thereafter accrues to the Client.

(ix) Each Partnering Team member shall bear the costs of complying with the requirements notices, instructions or decisions received from the Client in relation to their obligations in respect of information relating to Non-Client Personnel pursuant to this clause 7.8.

(x) No Partnering Team member shall employ any person where the Partnering Team member knows, or by reason of the circumstances which might reasonably be expected to know, is involved in any unlawful procurement of social security benefits or tax exemptions in connection with his employment by the Partnering Team member. No Partnering Team member shall make, facilitate or participate in the procurement of any unlawful payments to any person employed by them, whether in the nature of social security fraud, evasion of tax or otherwise.

(xi) All Partnering Team members shall comply with the Client's procedures for the vetting of Non-Client Personnel in respect of all persons to be employed or engaged to carry out and complete the Project. The Constructor and other Partnering Team members shall confirm that all persons employed or engaged by them or that will be employed or engaged by them in relation to the Partnering Contract are vetted and recruited on a basis that is equivalent to and no less strict than the Personnel Vetting Procedures.

(xii) Each Partnering Team member shall procure that, in respect of all potential individuals and parties to be engaged by that Partnering Team member in connection with this Partnering Contract, before attending the Site to perform any obligations of that Partnering Team member under and in connection with this Partnering Contract:-

(a) is questioned as to whether they have any Relevant Convictions;

(b) a DBS Check is obtained for each person (of a type to be agreed with the Client); and

(c) save to the extent prohibited by applicable law, a copy of the results of such DBS Check are notified to the Client,

and each Partnering Team member shall ensure that no person who discloses any Relevant Convictions, or who is found to have any Relevant Convictions following the results of a DBS Check undertaken pursuant to this clause 7.8(xii) or otherwise is engaged in connection with this Partnering Contract without the prior written approval of the Client. Save to the extent prohibited by applicable law, each Partnering Team member shall procure that the Client is informed if any individual or party provides any works and/or services in connection with this Partnering Contract, subsequent to the date of the Project Partnering Agreement, receives a Relevant Conviction or whose previous Relevant Conviction(s) become known to that Partnering Team member.

(xiii) Without prejudice to clause 7.8(xi) to clause 7.8(xiii) (inclusive), where the Client notifies a Partnering Team member that it will be working in a regulated activity with vulnerable groups for the purposes of the

Safeguarding Vulnerable Groups Act 2006, or is working in an environment deemed as sensitive and/or vulnerable for any reason by the Client, the Partnering Team member shall comply at its own cost with the Client's requirements to the extent relevant to the delivery of the works, which may include (without limitation):-

(a) asking any person acting for or on behalf of the Partnering Team member in connection with this Partnering Contract for the details of any Relevant Convictions, obtaining an enhanced Disclosure and Barring Service disclosure (including a barred list) check; and/or

(b) complying with the HM Government Baseline Personnel Security Standard or similar standard,

and the results of such disclosures shall be shared with the Client in writing.

(xiv) Whilst on the Site, a Partnering Team member must ensure that its Non-Client Personnel comply with all security requirements and measures implemented by the Client in respect of staff and other persons attending the Site. The Client shall provide copies of its written security procedure to the Partnering Team members on request. The Partnering Team members and all their Non-Client Personnel shall be prohibited from taking any photographs on the Site unless the Client has given prior written consent and a representative of the Client is present so as to have full control over the subject matter of each photograph to be taken.

(xv) The Partnering Team members shall co-operate with any investigation relating to security which is carried out by the Client or by any person who is responsible to the Client for security matters, and when required by the Client:-

(a) take all reasonable measures to make any Non-Client Personnel identified by the Client available to be interviewed by the Client, or by a person who is responsible to the Client for security matters, for the purposes of the investigation (and all Non-Client Personnel have the right to be accompanied by and to be advised or represented to the other person whose attendance at the interview is acceptable to the Client); and

(b) subject to any legal restriction on their disclosure, provide all documents, records or other material of any kind which may reasonably be required by the Client or by a person who is responsible to the Client for security matters, for the purposes of the investigation, so long as the provision of that material does not prevent the Constructor from carrying out and completing the Project (and the Client has the right to retain any such material for use in connection with the investigation and, so far as possible, provide the Constructor with a copy of any material retained).

(xvi) Each Partnering Team member shall:-

(a) ensure that it and its Specialists comply with the Official Secrets Acts 1911 to 1989 and (as the context requires), the provisions of

		section 11 of the Atomic Energy Act 1946 in the performance of its duties and obligations under this Partnering Contract; and (b) notify its employees and its Specialists of their duties pursuant to this clause 7.8(xvii). (xvii) Each Partnering Team member acknowledges that at all times during its engagement under this Partnering Contract:- (a) it shall comply in all respects with the Security Requirements; (b) (without prejudice to the generality of clause 7.10 and clause 25.8) it shall comply with the Information and Security Requirements; (c) the Client may, without prior notice, search any persons or vehicles engaged or used by a Partnering Team member or its Non-Client Personnel at any of the Site from time to time and at its sole discretion; (d) at the written request of the Client, a Partnering Team member shall, at its own cost, provide a list of the names, addresses, national insurance numbers and immigration status of all individuals who may require admission to the Site, specifying the capacities in which such individuals are engaged by that Partnering Team member in connection with the Project and provide such further information and details as may be reasonably requested by the Client; and (e) each Partnering Team member shall ensure that it and all its Non-Client Personnel who have access to a Site, a Client ICT System or Client Data have been cleared and authorised to access the same pursuant to and in accordance with the BPSS. (xviii) Without prejudice to the generality of clause 7.8(i) to clause 7.8(xvii) (inclusive), each Partnering Team member acknowledges and agrees that it shall comply with and shall ensure that its Non-Client Personnel comply with any security, safeguarding and/or vetting requirements and/or instructions:- (a) as specified in the Client's Policies; (b) that the Client notifies them of in writing from time to time in connection with their attendance at the Site; and/or (c) as may be specified and/or referred to elsewhere in the Partnering Documents provided always where any such requirements in the Partnering Documents are less onerous than those specified in clause 7.8(i) to clause 7.8(xvi) and/or those specified in the Client's Policies, a Partnering Team member shall notify the Client of this and the Client (at its sole discretion) shall advise the Constructor in writing, as soon as reasonably practicable upon receiving the notice, which requirements shall take precedence and that Partnering Team member shall comply with the same without any entitlement to any additional payment and (in the context of the

		Constructor only) an adjustment to the Completion Date and/or the Agreed Maximum Price. (xix) Without prejudice to the generality of clause 7.8(i) to clause 7.8(xviii) (inclusive), the Client shall provide to a Partnering Team member, upon receipt of a written request from that Partnering Team member for the same, a written copy of its security policies and procedures current as at the time of the request.
Security and vetting	7.9	The Client shall be entitled to require any of the Partnering Team members' employees to be replaced if in the reasonable opinion of the Client that person's performance is unsatisfactory and/or that person has breached the security requirements of the Client as referred to in clause 7.8 or as otherwise set out in the Project Brief or notified to the Partnering Team members in writing from time to time. Such person shall be replaced with a person of at least the same experience and expertise at the expense of the relevant Partnering Team member subject to the Client's prior written approval (such approval not to be unreasonably withheld or delayed).
Security Aspects Letter	7.10	(i) Each Partnering Team member shall comply with, and procure the compliance of its personnel, with: (a) the Security Aspects Letter; and (b) the Security Management Plan. (ii) The Constructor shall ensure that the Security Management Plan produced by the Constructor fully complies with the Security Aspects Letter. (iii) Each Partnering Team member acknowledges that the Security Aspects Letter is a standard template and as such cannot be directly amended and agrees that it shall be interpreted as follows for the purposes of these Partnering Terms:- (a) for the purposes of the Constructor's compliance with the Security Aspects Letter, any references to "Contractor" (or any analogous party) shall be construed as the "Constructor"; (b) for the purposes of a Consultant's compliance with the Security Aspects Letter any references to "Contractor" (or any analogous party) shall be construed as the "Consultant"; and (c) any references to the "Ministry of Justice", "MoJ" and/or "Client" (or any analogous party) shall be construed as the "Client" as appropriate. (iv) The Parties also agree that if there are any requirements in the Security Aspects Letter that any Partnering Team member believes, exercising the standard of skill and care referred to in 22.1, are not relevant to the Project and/or the performance of these Partnering Terms the relevant Partnering Team member shall notify the Client as soon as reasonably practicable and

		the Client shall confirm whether or not such requirements are applicable or not.
4.20 Meeting Minutes	7.11	Each Partnering Team member shall at all times comply with any requirements set out and/or referred to in the 4.20 Meeting Minutes.
Malicious Code	7.12	(i) Each Partnering Team member shall, at all times during its engagement under this Partnering Contract, ensure that:- (a) Anti-Virus Software is installed on its Non-Client ICT System; (a) such Anti-Virus Software is used on a continuous basis to:- 1. identify, detect and/or remove Malicious Code from its Non-Client ICT System(s); 2. prevent the transmission of Malicious Code from its Non-Client ICT System onto any Client ICT System or other Non-Client ICT System(s); and 3. protect (and inoculate) its Non-Client ICT System(s) and protect any Client ICT System and other Non-Client ICT System(s) against Malicious Code; (b) such Anti-Virus Software is maintained and updated on a continuous basis with all (without limitation) anti-virus definitions and signatures that are developed and distributed by the developer of such Anti-Virus Software from time to time; (c) where such Anti-Virus Software is maintained and updated by its developer on a subscription basis, its subscription is maintained on a continuous basis and is not permitted to lapse; and (d) where a piece of Anti-Virus Software ceases to be maintained on a continuous basis by its developer or is discontinued, it is replaced by at least an equivalent piece of Anti-Virus Software. (ii) Without prejudice to the generality of clause 7.10(i), where (as an "**Identifying Party**"):- (a) a Partnering Team member becomes aware of the presence of or exposure to Malicious Code on its Non-Client ICT System(s), any Client ICT System and/or any other Non-Client ICT System(s); or (a) the Client becomes aware of presence of or exposure to Malicious Code on its Client ICT System and/or any Non-Client ICT System(s), each an "**Affected ICT System**", the Identifying Party shall immediately notify (as the context requires) the Client and any Partnering Team member who, in the reasonable opinion of the Identifying Party have been exposed to Malicious Code (each an "**Affected Party**"), following which:-

		1. the Identifying Party and each Affected Party shall cooperate to actively minimise the effect and (as the context requires) remove from and/or protect the Affected ICT System(s) from such Malicious Code as soon as reasonably practicable upon becoming aware of its presence on the Affected ICT System(s) or their exposure to the Malicious Code; and 2. where such Malicious Code causes (or could cause) a loss of operational efficiency and/or loss or corruption of the Client Data, the Identifying Party and each Affected Party shall assist each other in order to:- A mitigate the immediate and long-term impact of the Malicious Code on the Affected ICT System(s); B minimise any actual or potential losses of operational efficiency or corruption of Client Data on such Affected ICT System(s) (including by, as the context requires, restoring any affected Client Data from the most recent back-ups of the Client Data); and C protect (and inoculate) the Affected ICT System(s) against the Malicious Code in order to restore and maintain the full security of the Affected ICT Systems and protect the Client Data from Malicious Code. (iii) Where an Affected ICT System is affected by Malicious Code that has originated from a Non-Client ICT System (including from Client Data that was under the control of that Partnering Team member at the relevant time), the Partnering Team member from whose Non-Client ICT System(s) the Malicious Code originated shall comply with the requirements of clause 7.10(ii) at its own cost and reimburse each Affected Party in full in respect of any costs, losses and expenses arising out of or in connection with presence and impact on and/or removal of such Malicious Code on its Affected ICT System.
	8.	**CONSENTS AND DESIGN AND PROCESS DEVELOPMENT**
Planning and Consents	8A.1	Save in respect of the Client Consents only, the Constructor shall:- (i) (save as stated in clause 8A.1(iii)) obtain, enter into and maintain (as the context permits) and discharge the requirements of each and every Consent required by applicable law for it to design and construct and/or provide any works and/or services in connection with the Project and/or to remedy any defects in the Project and otherwise perform its obligations under this Partnering Contract;

		(ii) give all notices and submit all applications as may be required in order to discharge its obligations in clause 8A.1(i); and (iii) pay (at its own cost) any and all costs, taxes, duties, fees and otherwise satisfy and/or discharge any financial and/or security requirements in connection with each Consent as may be required, save only where, (a) in respect of a Client Consent, it is expressly stated that the Client is responsible for making specific types of payment to an identified third party in connection with a Consent (and identifies the nature, type and, where known, value of any such payment); and/or (a) due to the nature of the Consent, the counterparty to the Consent confirms in writing to the Constructor and the Client that certain sums payable under or in connection with the Consent can only be paid directly by the Client in which case, to the extent that the Agreed Maximum Price includes any sums in connection with such Consent on the assumption that the Constructor is responsible for paying it directly under this clause 8A.1, the Agreed Maximum Price will be reduced following a written notice of the Client Representative to the Constructor, without giving rise to any adjustment to the Date for Completion in an amount equal to the sums paid by the Client to such third party where it is identified that the Constructor is unable to make such payment directly, provided that where the amount to be paid to such third party is greater than the sum allowed for by the Constructor in the Agreed Maximum Price, the surplus will be borne by the Client.
Planning and Consents	8A.2	The Constructor shall indemnify the Client against the Client's reasonably foreseeable and properly incurred and mitigated expenses, liabilities, losses, claims and proceedings whatsoever arising out of or in connection with a failure by the Constructor to comply with the requirements of this clause 8A, save only where such failure is the direct consequence of an instruction of the Client Representative (which is not itself the result of any negligence, default or breach of contract by or on behalf of the Constructor or any Specialist) and could not have been avoided by the Constructor using reasonable and practical means.
Planning and Consents	8A.3	The Constructor shall provide to the Client such:- (iv) advice and information as may be reasonably required; and (v) additional assistance (including providing confirmations to third parties and Statutory Authorities) as may be reasonably required, including the provision of information and of documents (including methodologies, specifications, plans and drawings), as and when reasonably requested by the Client and/or the Client Representative from time to time in connection with the Project and/or the obtaining, maintenance and discharge by the Client of the Client Consents and/or any payments that are to be made by the Client in connection with a Consent pursuant to 8A.1 (and at such times, in such form and content and with such level of detail reasonably required or approved by the Client).

Planning and Consents	8A.4	If and insofar as discharge of any condition of any Consent is part of the works and/or services in connection with the Project (or necessary to create and/or complete the same), the Constructor shall discharge the same in accordance with (and by the date(s), if any, required by) the Consent.
Planning and Consents	8A.5	The Constructor hereby agrees that it shall:- (vi) ensure that the works comply with, and its performance of its obligations under the contract are in compliance with the Consents; (vii) ensure that the works (as designed, constructed, commissioned and completed in accordance with the contract) are capable of operation in accordance with the applicable laws and Consents applicable to the works and/or to the Client; and (viii) as otherwise necessary or appropriate for the proper carrying out of the works, be responsible for the removal and/or re-routing of any temporary cables, utilities and/or pipelines which are present on the Site, provided that nothing in this clause 8A.5 shall impose upon the Constructor a higher standard of care in respect of the preparation of the design of such part(s) of the works as may be referred to in and/or specified by any Consents than the standard of skill and care specified at clause 22.1.
Planning and Consents	8A.6	The Constructor shall be responsible, at its own cost, for liaising with all appropriate Statutory Authorities to locate and connect water and electricity, where required in relation to the works, and for obtaining and installing all necessary apparatus for the metering and consumption of such consumables and will pay the cost for all electricity and water consumed at the Site(s) by or on behalf of the Constructor (including its subcontractors) until Project Completion.
Planning and Consents	8A.7	The Constructor shall carry out and complete the works and/or services it is required to perform for the works in accordance with all Statutory Agreements, which shall include paying all sums, fees and/or fines required pursuant to the Statutory Agreements in order to perform such works and/or services.
Planning and Consents	8A.8	Without prejudice to the generality of clause 8A.1 to clause 8A.7 (inclusive), each Partnering Team member warrants and undertakes to the Client that, as part of the performance of its duties and obligations under this Partnering Contract, it has performed and that it shall continue to comply with all Consents relating to the Project that the Client and/or the Client Representative has notified to that Partnering Team members and/or which that Partnering Team member ought reasonably to have been aware.
Design development	8.1	The Partnering Team members agree and acknowledge that notwithstanding that the Constructor may be the sole "Lead Designer" in respect of the Project, the other Design Team members shall develop the design and process of the Project (including any designs prepared by the Project Consultants), in accordance with this clause 8, with the objective of achieving best value for the Client for the Project.

Design contributions	8.2	Without limiting any duty of care or warranty described in clause 22, each Design Team member shall contribute those aspects of the design of the Project that fall within its role, expertise and responsibilities as stated in the Partnering Documents. The Design Team shall work together and individually in the development of an integrated design, supply and construction process for the Project in accordance with the Partnering Documents and under the co-ordination of the Lead Designer.	
Pre-commencement designs	8.3	As supplemented and amended by the Project Partnering Agreement, the Project Brief, the Project Proposals, the BIM Protocol and the Consultant Services Schedules, the designs for the Project shall be developed as follows within the periods stated in the Partnering Timetable:-	
Outline designs and alternative solutions		(i)	the Lead Designer, with input as agreed from other Design Team members, shall prepare and submit to the Client and Core Group outline designs for the Project including such alternative solutions for the integrated design, supply and construction of the Project and any part of it as are required by the Project Brief or Project Proposals or as are otherwise appropriate;
Presentation of designs		(ii)	the Design Team members shall present for Core Group consideration and Client approval the designs prepared in accordance with clause 8.3(i), and comparisons between any alternative solutions by reference to the Partnering Documents and the recommendations and targets referred to in clause 4.2;
Development of designs		(iii)	following Client approval, after Core Group Consultation, of outline designs and choice of any alternative solution or solutions pursuant to clause 8.3(ii), the Lead Designer, with input as agreed from other Design Team members, shall develop designs for the Project based on such outline designs and solution or solutions and shall submit these to the Client and Core Group, developed to the level of detail stated in the Partnering Timetable and sufficient to comprise the basis for all applicable Consents for the Project (if required);
Specialist design input		(iv)	the Lead Designer shall obtain the maximum input to design development under clauses 8.3(i), (ii) and (iii) from relevant proposed Specialists as is required by the Project Brief or Project Proposals or as is otherwise appropriate; and
Detailed designs		(v)	following Client approval, after Core Group Consultation, of designs developed pursuant to clause 8.3(iii), the Lead Designer shall submit in the name of the Client all applicable Consents for the Project (if required) and shall further develop and submit to the Client and Core Group designs for the Project, with input as agreed from other Design Team members, in the sequence and to the level of detail stated in the Partnering Timetable for Client approval after Core Group Consultation and for the selection of Specialists, the development of the Price Framework and the satisfaction of any Consents and other pre-commencement regulatory approvals.
Surveys and investigations	8.4	The Partnering Team members stated in the Project Partnering Agreement shall commission or undertake, and the Lead Designer shall coordinate and monitor, any	

		Site surveys and investigations stated in the Project Partnering Agreement. The Lead Designer, with input as agreed from other Design Team members, shall review the results of such surveys and investigations and advise the Client and Core Group as to their effect on the integrated design, supply and construction of the Project, and shall amend designs as required as a consequence, for Client approval after Core Group Consultation.
Approvals	8.5	The Lead Designer, with input as agreed from other Partnering Team members, shall apply for and diligently pursue, in accordance with the Partnering Timetable, all regulatory approvals stated in the Project Brief and otherwise required for commencement of the Project on Site, and shall report to the Client and Core Group on progress and results with recommendations to overcome any problems.
Designs after commencement	8.6	As supplemented and amended by the Project Partnering Agreement, the Project Brief, the Project Proposals, the BIM Protocol and the Consultant Services Schedules, all designs required after the date of the Commencement Agreement shall be prepared and developed as follows:- (i) designs shall be prepared and submitted by the Design Team members stated in the Project Timetable to the Client and other Partnering Team members stated in the Project Timetable for approval or comment, no later than the end of the periods stated in the Project Timetable and in any event prior to commencement of construction of each relevant part of the Project; (ii) each recipient of designs submitted pursuant to clause 8.6(i) shall respond within the period stated in the Project Timetable following the date of submission and, if the comments of the Client or any other recipient identify any non-compliance with the Partnering Documents, then the Design Team members who prepared the designs shall make the necessary adjustments and shall resubmit such designs for approval or comment in accordance with clause 8.6(i); (iii) where Design Team members are required to contribute to any design after the date of the Commencement Agreement, then such contributions shall be prepared and submitted in accordance with clauses 8.6(i) and 8.6(ii), within the periods stated in the Project Timetable; and (iv) the Lead Designer shall coordinate the process described in this clause 8.6 and shall fully involve the BIM Coordinator at all times.
Budget and cost estimates	8.7	At each stage of design development the Lead Designer and other Design Team members shall take into account any Budget stated in the Price Framework and shall provide, with all design submissions, updated cost estimates reconciled with such Budget.
Value engineering	8.8	At each stage of design development the Lead Designer (and without prejudice to the generality of clause 13.2A), with input as agreed from other Design Team members, shall amend designs as necessary to adopt the results of Value Engineering exercises undertaken in accordance with clause 5.1(iii), where such results are approved by the Client after Core Group Consultation.

Principal Designer	8.9	At each stage of design development the Lead Designer, with input as agreed from other Design Team members, shall provide to the Principal Designer copies of all designs submitted pursuant to this clause 8, together with related information in accordance with regulation 9(4) of the CDM Regulations and the Principal Designer shall provide within five (5) Working Days from the date of provision of such copies (or within any other period stated in the Partnering Timetable) advice to the Client and Design Team members as to the health and safety implications of such designs and related information.
Approvals and comments	8.10	No approval or comment by the Client or any other Partnering Team member in respect of any design submitted in relation to the Project shall in any way relieve or affect the responsibility for that design of each Partnering Team member who prepared or contributed to it.
Constructor objection to designs	8.11	At each stage of design development the Lead Designer, with input as agreed from other Design Team members, shall provide to the Constructor copies of all designs submitted pursuant to this clause 8 (including those contained in the BIM Model once approved by the Client) and, if and to the extent that neither the Constructor nor any Specialist has prepared or contributed to a design and such design is contrary to any Partnering Document or otherwise demonstrably not in the best interests of the Project, the Constructor may notify an objection to such design to the Client and the Lead Designer within five (5) Working Days from the date of provision of such copies (or within any other period stated in the Partnering Timetable). Following Consultation between the Client, the Constructor and the Lead Designer, with input of other Design Team members as appropriate, the Lead Designer shall confirm, amend or withdraw the relevant design and the Constructor shall accept such confirmation, amendment or withdrawal, or within five (5) Working Days from its date shall implement the procedures described in clause 17 or clause 18 or clause 27 if appropriate.
Designs as Partnering Documents	8.12	All designs approved by the Client in accordance with this clause 8 (including those contained in the BIM Model once approved by the Client) shall become Partnering Documents forming part of the Project Proposals, and any subsequent proposed Change to any such approved design shall be subject to clauses 2.4, 2.5 and 2.6 or to clause 17 as appropriate.
Design Team meetings	8.13	The Lead Designer shall arrange, and Design Team members shall attend, meetings of all and any Design Team members, in accordance with the Partnering Timetable and Project Timetable and otherwise as necessary in the best interests of the Project, and shall notify the Client Representative of all such meetings in advance.
BIM Protocol	8.14	Each Partnering Team member shall:- (i) comply with the BIM Protocol; and (ii) input into the BIM Model in accordance with the BIM Protocol and other the Partnering Documents as required by the BIM Coordinator.
	9.	**INTELLECTUAL PROPERTY RIGHTS**

Intellectual Property Rights	9.1	Each Partnering Team member agrees and acknowledges that:- (i) in this clause 9, the term "Partnering Team member" shall not include the Client; (ii) the Intellectual Property Rights in all Partnering Team Member Materials provided in connection with the Project shall remain vested in the relevant Partnering Team member, but each Partnering Team member grants to: (a) the Client and its nominees with full title guarantee an irrevocable, royalty-free, worldwide and non-exclusive licence in perpetuity to use, copy and reproduce its Partnering Team Member Materials for any purpose whatsoever, including but not limited to in connection with Project (and any other project of the Client) and in connection with (but without limitation) the design, construction, completion, operation, extension, maintenance, letting, management, sale, advertisement, alteration, reinstatement and repair of any part of the Project (and any other project of the Client); and (b) the other Partnering Team members an irrevocable, royalty-free, worldwide and non-exclusive licence in perpetuity to use, copy and reproduce any of its Foreground Materials that are not prepared by or on behalf of that Partnering Team member in connection with the Project for any purpose in connection with the Project, including in connection with (but without limitation) the design, construction, completion, operation, extension, maintenance, letting, management, sale, advertisement, alteration, reinstatement and repair of any part of the Project.
	9.2	The Intellectual Property Rights in all Client Materials shall remain vested in the Client but the Client grants to each Partnering Team member and its nominees a non-exclusive and royalty-free licence to copy, use and reproduce such Client Materials for any purpose in connection with the Project, provided always that such licence shall automatically terminate upon the termination of a Partnering Team member's engagement under the Partnering Contract.
	9.3	The licence granted to the Client and the Partnering Team members under clause 9.1, carries the right for the Client and the relevant Partnering Team members to grant sub-licences, is transferable to third parties (including by way of an assignment and/or novation) and shall subsist notwithstanding the expiry of the Partnering Contract or termination (for any reason) of the grantor Partnering Team member's engagement under the whole or part of the Partnering Contract.
	9.4	The right given to the Client to assign, novate, transfer and/or otherwise deal with the licence given under clause 9.1, pursuant to clause 9.3 or otherwise, shall include the right for the Client to use such means to grant the licence to a Central Government Body or to any body which carries on any of the functions and/or activities that have previously been performed and/or carried on by the Client at any time.
	9.5	Any change in the legal status of the Client which means that it ceases to be a Central Government Body, shall not affect the validity of the licence granted in favour of the

		Client under clause 9.1 and if the Client ceases to be a Central Government Body, the successor body to the Client shall be entitled to the benefit of the licence granted in clause 9.1.
	9.6	If a licence granted in favour of the Client under clause 9.1 is novated as permitted by this clause 9 or there is a change in the Client's status pursuant to clause 9.5, the rights acquired on that novation or change of status shall not extend beyond those previously enjoyed by the Client.
	9.7	Each Partnering Team member unconditionally and irrevocably agrees to waive, in respect of any Partnering Team Member Materials in respect of which it has granted a licence in favour of the Client and/or any other Partnering Team member under clause 9.1, all moral rights to which that Partnering Team member may now or at any future time be entitled under the Copyright, Designs and Patents Act 1988 and/or under any other Applicable Law in respect of the relevant Partnering Team Member Materials, with this waiver being made in favour of the Client and extended to (as the context requires) the sub-licensees, assignees, transferees and successors in title of the Client and/or the other Partnering Team members.
	9.8	Each Partnering Team member warrants and undertakes to the Client and the other Partnering Team members that:- (i) all Partnering Team Member Materials are and will continue to be its own original work (or the original work of its subcontractors, as appropriate); (ii) the licence granted in any Partnering Team Member Materials pursuant to clause 9.1 does not and will not at any time infringe the rights of any third party; (iii) it has not and will not infringe the rights of the Client or any other third party in the use of any Client Materials to which the licence provided by the Client to the Partnering Team member pursuant to clause 9.2 applies; and (iv) it has obtained (and shall maintain at all times) all of the necessary licenses and consents in relation to the Intellectual Property Rights that are used or may be used by that Partnering Team member or licenced to and/or by that Partnering Team member under or in connection with Partnering Contract and will provide evidence of the same on the written request of the Client.
	9.9	A Partnering Team member shall not be liable for any use by:- (i) the Client or its nominees of any Partnering Team Member Materials; or (ii) another Partnering Team member of its Foreground Materials, for any purpose other than that for which such Partnering Team Member Materials were prepared and/or provided (as the context permits) by or on its behalf.
	9.10	The Client shall have no liability whatsoever to any Partnering Team member or any third party whatsoever (whether in contract, tort (including negligence), for breach of duty or otherwise) for any loss or damage of whatever kind and however caused

		arising out of or in connection with the use of and/or reliance by an Partnering Team member on any Client Materials (save for fraudulent misrepresentation) in respect of which a licence has been provided in favour of the Partnering Team member pursuant to clause 9.2.
	9.11	Each Partnering Team member shall indemnify the Client and its sub-licensees, assignees, transferees and successors in title against, without limitation, all payments, losses, demands, claims, damages, actions, costs, legal fees, fines, financial penalties and expenses that are paid, made or incurred by the Client as a consequence of and in relation to any actual and/or alleged infringement of Intellectual Property Rights arising out of or in connection with its Partnering Team Member Materials and/or that Partnering Team member's use of the Client Materials.
	10.	**SUPPLY CHAIN**
Specialist relationships	10.1	The Partnering Team members shall implement the procedures in this clause 10 in accordance with the Partnering Timetable in order to establish Specialist relationships in relation to all aspects of the Project that:- (i) are Open-book to the maximum achievable extent; (ii) clearly reflect the agreed requirements of the Client, the interests of the Partnering Team members and the needs of the Project; (iii) secure the best available Specialist warranties and support and maximise the potential for Specialist innovation and other contributions to the Project; (iv) establish and demonstrate best value to the Client; and (v) establish, wherever possible, partnering relationships complementary to those described in the Partnering Contract.
Additional Partnering Team members	10.2	(i) As at the original date of the Partnering Contract and in respect of a particular Partnering Team member under a subsequent Joining Agreement, the Partnering Team members acknowledge and agree that the Client may enter into the Partnering Contract and/or subsequent Joining Agreements without simultaneously appointing the Constructor hereunder. (ii) To the extent that one or more proposed Partnering Team members are not appointed as at the date of the Project Partnering Agreement:- (a) the Client may, at its sole discretion, arrange for other Partnering Team members to execute a Joining Agreement based upon the form set out at Appendix 2, which the Client Representative shall arrange for a Joining Agreement to be prepared (incorporating a detailed description of that Partnering Team member's role, expertise and responsibilities and Consultant's Payment Terms (as applicable)) and which the Client, the Constructor and the other Partnering Team members shall also execute; (b) with effect from the date stated in a Joining Agreement executed in accordance with this clause 10.2(ii), the Partnering Team(s)

		member identified in the Joining Agreement shall assume all the rights and obligations of a "Partnering Team member" and "Constructor" (as the context requires) as a party to the Partnering Contract for all purposes with the role, expertise and responsibilities identified in the Joining Agreement (and associated Partnering Documents) as being applicable to that Partnering Team member, including in respect of any designs and other activities undertaken by that Partnering Team member in relation to the Project prior to the date of the Joining Agreement; and (c) a decision not to appoint, a delay in appointing or a failure to appoint an additional Partnering Team member to the Partnering Team by the Client pursuant to clause 10.2(ii)(a) and clause 10.2(ii)(b) shall not affect the requirement of the existing Partnering Team members at the relevant time to perform their roles, responsibilities and obligations in accordance with the terms of the Partnering Contract and shall not result in the Client having any liability to any existing Partnering Team member arising out of or in connection with the same. (iii) Where a Specialist is so identified in the Project Partnering Agreement or where the Partnering Team members agree that a Specialist offers sufficient design or other contribution to the Project (including a replacement for such a Specialist appointed in accordance with clause 10.13), then the Constructor shall arrange for such Specialist, after selection in accordance with this clause 10, to execute a Joining Agreement based on the form set out in Appendix 2, which the Client Representative shall arrange for the Partnering Adviser or another party on behalf of the Client to prepare (incorporating a detailed description of the Specialist's role, expertise and responsibilities and Specialist Payment Terms as prepared by the Constructor for approval by the Client), and which the Client and the Constructor and the other Partnering Team members shall also execute. With effect from the date of a Joining Agreement executed in accordance with this clause 10, that Specialist shall assume all the rights and obligations of a Partnering Team member as a party to the Partnering Contract for all purposes with the role, expertise and responsibilities identified in the Joining Agreement and the relevant Specialist Contract, including in respect of any designs and other activities undertaken by that Specialist prior to the date of the Joining Agreement.
Business Case for Preferred Specialists / Direct Labour Packages	10.3	The Constructor shall submit to the Client its Business Case for each and any part of the Project that it wishes to undertake either as a Direct Labour Package or through the appointment of any Preferred Specialist, and such Business Case shall be developed and presented on an Open-book basis by reference to the Project Brief, the Project Proposals and relevant designs proposed under clause 8.
Analysis of Business Cases	10.4	The Client and the Core Group shall be entitled to analyse each Business Case submitted pursuant to clause 10.3 and to request reasonable further information from the Constructor and any Preferred Specialist, and in each Business Case it shall be the Constructor's responsibility to demonstrate best value to the Client.

Market testing	10.5	If the Client, after Core Group Consultation, is not satisfied with any aspect of a Business Case submitted pursuant to clause 10.3, then it may reject that Business Case, and the Constructor shall test that Business Case against the prices and proposals of comparable prospective Specialists on an Open-book basis in accordance with clause 10.6.
Specialist tenders	10.6	With the exception of each Direct Labour Package and Preferred Specialist in respect of which a Business Case submitted pursuant to clause 10.3 is approved by the Client, the Constructor shall invite tenders from prospective Specialists approved by the Client and the Constructor, and shall select those Specialists who are approved by the Client after Core Group Consultation on the basis of prices and other proposals which offer best value to the Client, including experience of partnering and proposals for pursuing the recommendations and targets described in clause 4.2 in a manner consistent with the Partnering Documents and of benefit to the Project.
Selection documentation	10.7	In the course of the development of the Business Case for a Direct Labour Package or a Preferred Specialist and in the course of tendering to other prospective Specialists, all documentation prepared and issued by or for the Constructor, all tender returns and proposals submitted by prospective Specialists and all related correspondence with prospective Specialists shall be copied by the Constructor to the Client Representative upon their issue or receipt by the Constructor. The Partnering Team members shall treat all such documentation as confidential. The Client Representative shall be invited and entitled to attend all interviews and other meetings organised by the Constructor with prospective Specialists.
Maximum Specialist contributions	10.8	All documents relating to the selection of Specialists shall encourage their maximum contribution to and participation in an integrated design, supply and construction process for the Project in accordance with the Partnering Documents. All designs prepared by Specialists and approved in accordance with clause 8 shall form part of the Project Proposals.
Specialist Contracts	10.9	(i) Each proposed form of Specialist Contract shall be prepared by the Constructor and approved by the Client prior to its issue to any Specialist and shall not conflict with any of the Partnering Documents. (ii) The Constructor shall take all reasonable steps to:- (a) engage SMEs as Specialists in connection with the Project; (a) ensure that:- 1. no less than the Required SME Percentage of the Specialists are SMEs; or 2. the value of the Agreed Maximum Price equivalent to such percentage relates to works and/or services provided by (and will accordingly be paid to) SMEs under Specialist Contracts. (iii) The Constructor shall ensure that each and every Specialist Contract contains:-

		(a) provisions equivalent to those set out in this clause 10.9(iii); (b) terms and conditions that that are consistent with the intention of and are, as the context requires, no less favourable than those of this Partnering Contract; and (c) any other provisions and/or requirements that are otherwise specified in the Project Brief, provided always that the Client shall be entitled to reject any proposed terms of a Specialist Contract that, in the opinion of the Client (acting reasonably), are unduly disadvantageous to the Client and/or the Constructor.
Sub-Consultant appointments	10.9A	(i) The provisions of this clause 10.9A apply to a Consultant to the extent that it intends to sub-contract (or has sub-contracted) its duties and obligations under this Partnering Contract to a Sub-Consultant. (ii) Each Consultant shall be responsible for all aspects of the performance by any of its Sub-Consultants of its duties and obligations in relation to the Project and no approval and/or other involvement by the Client or any other Partnering Team member in the selection of any sub-consultant shall in any way affect that responsibility. (iii) Each proposed form of sub-contract between a Consultant and a Sub-Consultant shall be prepared by the Consultant and approved by the Client prior to its issue to the Consultant. (iv) A Consultant shall not terminate any Sub-Consultant appointment without the prior approval of the Client. If any Sub-Consultant appointment is so terminated, the Consultant shall replace, by way of a separate appointment, that Sub-Consultant with an alternative party of comparable expertise subject to approval by the Client after Core Group Consultation. (v) Each Consultant shall ensure that each and every Sub-Consultant appointment contains: (a) provisions equivalent to those set out in this clause 10.9A(v); (b) a provision requiring the Sub-Consultant to assess the amount due to a sub-contractor of its own without taking into account the amount paid to the Sub-Consultant by the Consultant at the relevant time; and (c) any other provisions and/or requirements that are otherwise specified in the Project Brief, provided always that the Client shall be entitled to reject any proposed terms of a Sub-Consultant's appointment that, in the opinion of the Client (acting reasonably), are unduly disadvantageous to the Client and/or the Consultant.
Consultants as Specialists	10.10	If and when the Constructor and any Consultant agree to enter into a Specialist Contract in relation to all or part of the relevant Consultant Services or otherwise, and

		if the Client so approves, that Consultant shall become a Specialist for the purposes so agreed.
Client-appointment Specialists	10.11	If so stated in the Project Partnering Agreement, or if the Client and the Constructor agree that to do so is in the best interests of the Project, the Client shall appoint one or more Specialists direct, with or without provision for the later novation of their Specialist Contracts to the Constructor. Pending any such novation, the Client shall be responsible for making all payments due to any such Specialist in accordance with its Specialist Payment Terms, for its performance in accordance with its Specialist Contract and, in the event of termination of the relevant Specialist Contract, for its replacement with an alternative Specialist of comparable expertise subject to approval by the Constructor after Core Group Consultation. Project Consultants are not Client-appointed Specialists for the purpose of this Partnering Contract.
Responsibility for Specialists	10.12	With the exception of Specialists appointed by the Client pursuant to clause 10.11, the Constructor shall be responsible for all aspects of the performance by each Specialist of its responsibilities in relation to the Project and no approval or other involvement by the Client or any other Partnering Team member in the selection of any Specialist shall in any way affect that responsibility.
Termination of Specialist Contracts	10.13	The Constructor shall not terminate any Specialist Contract without prior Consultation with the Client (nor, if the Specialist is a Partnering Team member, without following the procedure set out in clause 26.3). If any Specialist Contract is so terminated, the Constructor shall replace that Specialist with an alternative Specialist of comparable expertise subject to approval by the Client after Core Group Consultation.
Instructions to Specialists	10.14	With the exception of Specialists appointed by the Client pursuant to clause 10.11, only the Constructor shall have authority to issue instructions to any Specialist.
Supply Chain	10.15	The Constructor shall ensure that all Specialist Contracts and each Consultant shall ensure that its appointments with Sub-Consultants include terms and conditions that are back-to-back and consistent with the intention of and are, as the context requires, no less favourable than those of this Partnering Contract and shall cooperate in all measures taken by the Client and/or Client Representative to monitor compliance with the provisions of this clause 10.15.
Supply Chain	10.16	The Constructor and each Consultant acknowledges and agrees that, whilst it may implement systems and logistics and engage Specialists and Sub-Consultants in order to perform its obligations in relation to the Project, it is a fundamental requirement of its appointment under this Partnering Contract by the Client that such systems, logistics, Specialists and Sub-Consultants must be made available for the benefit of the Project and any future projects of the Client. Where making such systems, logistics, Specialists and Sub-Consultants available would, in the aggregate, be of benefit to the Project as a whole but would cause the Constructor or a Consultant to suffer cost and/or expense, then the Client shall issue to the Constructor and/or relevant Consultant(s) an instruction setting out which course of action to adopt and the Constructor and relevant Consultant(s) shall not be required to suffer such cost and/or expense where it is unavoidable.

	11.	**VOLUME SUPPLY AGREEMENTS**
Notifying Volume Supply Agreements	11.1	If any Partnering Team member enters into or has entered into any Volume Supply Agreement that may be of benefit to the Project, then that Partnering Team member shall notify the Client Representative with brief particulars of each such Volume Supply Agreement.
Review of Volume Supply Agreements	11.2	The Client Representative and the Core Group shall review the terms of each Volume Supply Agreement as to its appropriateness in relation to the Project and shall make a recommendation to the Client and the Constructor.
Volume Supply Agreements as Specialist Contracts	11.3	Where a Volume Supply Agreement is approved by the Client and the Constructor, the Constructor shall enter into a Specialist Contract adopting the prices and terms of such Volume Supply Agreement and shall assume responsibility for the relevant Specialist.
	12.	**PRICES**
Payment for Constructor's Services	12.1	In respect of the Constructor's Services performed during the period prior to the date of the Commencement Agreement, the Client shall pay the Constructor those amounts stated in the Price Framework.
Payment under Pre-Construction Agreement	12.2	In respect of Pre-Construction Activities under any Pre-Construction Agreement entered into pursuant to clause 13.5, the Client shall pay the Constructor those amounts stated in such Pre-Construction Agreement.
Price Framework, Agreed Maximum Price and Budget	12.3	Prices for all aspects of the Project shall be developed and agreed in accordance with this clause 12, by reference to the Price Framework and other Partnering Documents, to establish an Agreed Maximum Price within any Budget stated in the Price Framework and otherwise as low as is achievable consistent with best value and in compliance with the Partnering Documents.
Profit, Central Office Overheads and Site Overheads	12.4	The Constructor's Profit, Central Office Overheads and Site Overheads for the Project shall be fixed at the agreed amounts set out in the Price Framework, subject only to such variations as the Client and the Constructor may agree, and shall form part of the Agreed Maximum Price.
Proposed Direct Labour Packages and Preferred Specialists	12.5	Those prices attributable to each of the Constructor's proposed Direct Labour Packages and Preferred Specialists shall be developed by the Constructor, in conjunction with each relevant Preferred Specialist, and shall form part of each Business Case submitted pursuant to clause 10.3.
Prices of approved Direct Labour Packages and Preferred Specialists	12.6	If the Client approves the prices proposed by the Constructor as part of the Business Case for any proposed Direct Labour Package or Preferred Specialist, then those prices shall be incorporated in the Price Framework and shall form part of the Agreed Maximum Price.

Prices of other Specialists	12.7	Where a Specialist is selected by tender in accordance with clause 10.6, then the prices of the selected Specialist shall be incorporated in the Price Framework and shall form part of the Agreed Maximum Price.
Discounts	12.8	No discounts or other benefits shall be payable by any Specialist to the Constructor for prompt payment or otherwise unless agreed pursuant to this clause 12 or clause 13.
Risk contingencies	12.9	All and any proposed risk contingencies shall be notified by the Constructor to the Client, but shall only be incorporated in the Price Framework and form part of the Agreed Maximum Price if and to the extent that any such risk contingency has been approved by the Client after the Constructor and other Partnering Team members with relevant expertise have first reviewed each relevant risk in accordance with clause 18.1 and have submitted proposals for Core Group review and Client approval as to how the relevant risk should or could be eliminated, reduced, insured, shared or apportioned and as to the extent to which the risk contingency can be removed or reduced and subject to such Client approval have taken appropriate actions including those stated in any Risk Register.
Cost savings and added value	12.10	The Core Group shall investigate the potential for cost savings against the Agreed Maximum Price and for added value in the design, supply, construction and Operation of the Project, and shall make recommendations for approval by the Client.
	13.	**INCENTIVES AND PRE-CONSTRUCTION ACTIVITIES**
Appropriate Incentives	13.1	The Core Group shall seek to agree and recommend for Client approval such Incentives, additional to any described in the Partnering Documents, as may be appropriate to encourage Partnering Team members to maximise their efforts pursuant to the Partnering Contract for the benefit of the Project.
Shared savings, added value and pain/gain Incentives	13.2	The Partnering Team members shall implement any shared savings, shared added value and pain/gain Incentives described in the Project Partnering Agreement and otherwise recommended by the Core Group and approved by the Client. Any cost saving or demonstrable added value proposed by one or more Partnering Team members and approved by the Client on the recommendation of the Core Group shall be subject to such shared savings arrangements and/or added value Incentives.
Value Engineering	13.2A	(i) If specified in the Project Partnering Agreement as applying to this Partnering Contract, the Partnering Team members shall operate the Shared Savings Scheme in connection with the Project. (ii) Without prejudice to the generality of clause 17.1:- (a) each Partnering Team member shall proactively, exercising the standard of skill and care referred to in clause 22.1, explore opportunities to optimise and improve the overall design, delivery, construction, installation, commissioning, operation and/or maintenance of the Project; and

(b) where any Partnering Team member identifies such an opportunity that, should they be utilised for the Project, would:-

1. accelerate Project Completion;

2. reduce the cost to the Client of executing, maintaining and/or operating the Project;

3. optimise and improve the efficiency and/or value to the Client of the completed Project; or

4. otherwise be of benefit to the Client,

(each being a "**Value Engineering Opportunity**") as a result of such exploration:

A where the Partnering Team member is not the Constructor, it shall notify the Constructor of the Value Engineering Opportunity as soon as reasonably practicable upon becoming aware of the same and if the Constructor, acting reasonably agrees with the Value Engineering Opportunity; or

B where the Partnering Team member is the Constructor,

the Constructor shall issue to the Client a written proposal (as a "**Value Engineering Proposal**") as soon as reasonably practicable, provided always that the Constructor may not submit a written proposal under this 13.2A(ii) in response to a request from the Client for the Constructor or any other Partnering Team member to submit a Constructor's Change Submission under clause 17.2.

(iii) Each Value Engineering Proposal:-

(a) shall be prepared at the cost of the Partnering Team members; and

(b) may be accepted or refused by the Client at its sole discretion.

(iv) In the event that the Client approves in principle a Value Engineering Proposal, the Client and the Constructor shall, as soon as reasonably practicable, discuss in good faith a fair and reasonable adjustment to (as appropriate):

(a) (subject to clause 13.2A(v)) the Agreed Maximum Price;

(b) the Completion Date; and

(c) any other changes to the Partnering Terms (if any),

in each case to reflect the implementation of the Value Engineering Proposal

		on the agreed basis, following which:- 1. if agreement is reached on the items above, the Client may issue to the Constructor a written notice confirming that it is to implement the Value Engineering Proposal (a "**Value Engineering Instruction**"); or 2. the Client may issue to the Constructor a written notice confirming that it does not accept the Value Engineering Proposal, and the Constructor shall not implement any Value Engineering Proposal until such time as It receives a Value Engineering Instruction in respect of the same. (v) If, as a consequence of the Client accepting a Value Engineering Proposal and issuing a Value Engineering Instruction in respect of the same, the Constructor's costs shall decrease, the Agreed Maximum Price shall be reduced by an amount calculated by multiplying the assessed cost savings determined by reference to the Value Engineering Proposal (following the deduction of the costs reasonably and properly incurred by the Constructor in implementing such Value Engineering solution) by [fifty per cent (50%)]. (vi) The Constructor and the Consultants acknowledge and agree that:- (a) nothing in this clause 13.2A shall give rise to an adjustment to the Completion Date and/or the Agreed Maximum Price under this Partnering Contract other than as agreed pursuant to clause 13.2A(iv); (b) Value Engineering Proposals are not and are not to be treated as Change proposals issued and/or requested under and/or implemented in accordance with clause 17; and (c) notwithstanding the above, the provisions of clause 17.7, clause 17.8 and clause 17.9 shall apply to any Value Engineering Proposal that is the subject of a Value Engineering Instruction on a mutatis mutandis basis.
Incentives and KPIs	13.3	If and to the extent that Incentives, as described in the Project Partnering Agreement and otherwise recommended by the Core Group and approved by the Client, link payment of the Constructor or any Consultant to achievement of the Date for Completion or any of the Targets, then as soon as the level of such achievement is clearly demonstrable (and whether or not any adjustment appears in the Constructor's or the relevant Consultant's applications for payment), the Client Representative shall determine the amount of any consequent additional or reduced payment in accordance with the Partnering Documents, and a corresponding adjustment shall be made in the next valuation or valuations of the Project pursuant to clause 20.3 or the next notice or notices to the relevant Consultant pursuant to clause 20.4.
Third party benefits	13.4	Each Partnering Team member shall notify the Client of any payment or benefit offered or received by it in relation to the Project other than pursuant to the Partnering

		Documents or a Specialist Contract. Any such payment or benefit shall be subject to the Client's prior approval.
Pre-Construction Agreement	13.5	The Client and the Constructor may agree that the Constructor shall undertake and be paid for Pre-Construction Activities forming part of the Project, in accordance with the terms of a Pre-Construction Agreement based on the form set out in Appendix 3, which the Client Representative shall arrange for the Partnering Adviser or another party on behalf of the Client to prepare and which shall be signed by the Client and the Constructor.
Pre-Construction Activities	13.6	In relation to all Pre-Construction Activities (except only as otherwise stated in the Pre-Construction Agreement):- (i) Intellectual Property Rights, insurance obligations, risk, responsibility and ownership shall be governed by these Partnering Terms; (ii) timing shall be governed by the Partnering Timetable; (iii) the only payment shall be the amount or amounts stated in the Pre-Construction Agreement, payable under the procedures set out in these Partnering Terms; (iv) problem solving and avoidance or resolution of disputes shall be governed by these Partnering Terms; (v) the Pre-Construction Agreement shall not create any other obligations on any Partnering Team member; (vi) all Pre-Construction Activities shall form part of the Project; and (vii) the Constructor shall cease all Pre-Construction Activities and vacate the Site if and when so requested by the Client Representative.
	14.	**PRE-CONDITIONS TO START ON SITE**
Pre-conditions to start on Site	14.1	Implementation of the Project on Site shall commence subject to satisfaction of the following pre-conditions, either completely or to such lesser extent as is stated in the Partnering Documents or is otherwise agreed by all Partnering Team members:- (i) agreement of the Project Timetable in accordance with clause 6; (ii) completion and distribution of the Pre-Construction Information and the Construction Phase Plan in accordance with clause 7 and confirmation that the Client is satisfied that the requirements of regulation 13(4)(c) of the CDM Regulations have been met; (iii) completion of pre-commencement Site surveys and investigations in accordance with clause 8; (iv) grant of any required Consents satisfactory to the Client and of other pre-commencement regulatory approvals in accordance with clause 8;

		(v) development of an integrated design, supply and construction process in accordance with clause 8; (vi) selection and full involvement of Specialists, and their execution where appropriate of Joining Agreements, in accordance with clause 10; (vii) finalisation of an Agreed Maximum Price supported by a Price Framework in accordance with clause 12; (viii) evidence of all insurances required in accordance with clause 19; (ix) finalisation of and satisfactory progress against KPIs and Targets in accordance with clause 23; (x) completion by the Client of any required Site acquisition or funding and satisfaction of any other pre-conditions stated in the Project Brief; (xi) signature by the Partnering Team members of all agreed Partnering Documents; (xii) the BIM Model having been sufficiently developed in accordance with clause 8 and the BIM Protocol; (xiii) agreement to all remaining Project details for inclusion in the Commencement Agreement; and (xiv) development and finalisation by the Constructor of the ESP and the Method Statement.
Satisfying pre-conditions	14.2	The Partnering Team members shall exercise the standard of skill and care referred to in clause 22.1 to pursue diligently and satisfy the pre-conditions described in clause 14.1, and shall notify each other as soon as they are aware that such pre-conditions have been satisfied.
	15.	**PROJECT ON SITE**
Commencement Agreement	15.1	As soon as the pre-conditions described in clause 14.1 have been satisfied, the Client Representative shall arrange for the Partnering Adviser or another party on behalf of the Client to prepare a Commencement Agreement, based on the form set out in Appendix 4, completed as to all agreed Project details listed in the Commencement Agreement, and shall provide copies to the Partnering Team members allowing not less than ten (10) Working Days for their comments. Subject to its amendment after Consultation to reflect such comments as are necessary for compliance with the Partnering Documents, the Partnering Team members shall sign the Commencement Agreement.
Commencement Agreement	15.1A	When the Commencement Agreement is issued in accordance with clause 15.1:- (i) the Constructor and relevant Partnering Team members shall, within ten (10) Working Days of the date of receiving the Commencement Agreement,

		execute and return the Commencement Agreement to the Client Representative; (ii) following the receipt of the properly executed Commencement Agreement by the Client Representative, the Client shall then execute and date the same, with the Client Representative then confirming such execution to the relevant Constructor and relevant Partnering Team members in writing; and (iii) following such confirmation, the Commencement Agreement shall become effective and binding as from the date referred to at clause 15.1A(ii) and the parties to the Commencement Agreement shall immediately commence the activities authorised and instructed pursuant to the same.
Carrying out Project	15.2	Following execution of the Commencement Agreement pursuant to clause 15.1A, the Constructor, with input as agreed from other Partnering Team members, shall carry out and complete the Project in accordance with the Partnering Documents by the Date for Completion (subject to extension in accordance with these Partnering Terms), in consideration for which the Client shall pay to the Constructor the Agreed Maximum Price, subject only to reduction by means of any shared savings achieved pursuant to clause 13.2 and to such other increases and decreases as are in accordance with these Partnering Terms.
Carrying out Project	15.2A	Without prejudice to the generality of clause 15.2:- (i) the Constructor shall be fully responsible in all respects for: (a) the design of the Project and for any discrepancy in or divergence between such documents and/or any drawings, details, documents and other information submitted by the Constructor in connection with the Project pursuant to this Partnering Contract; (a) the co-ordination and integration of all design and the interface between design elements for the Project, whether carried out by the Constructor or by any other party engaged by the Client in connection with the Project and the Constructor shall adopt and take responsibility for any design work in relation to the Project which may be carried out or which may have been carried out by the Constructor or by or on behalf of the Client; (b) every aspect of design development, selection of goods and materials and the satisfaction of performance specifications included or referred to in the Partnering Documents, this Partnering Contract or pursuant to any Change; and (c) ensuring materials and goods are new and appropriate for their use, and materials, goods and workmanship are of satisfactory quality. (ii) the Constructor warrants to the Client that:- (a) the Project will, when completed, comply with any performance specification or requirements included or referred to in the Partnering Documents, this Partnering Contract or pursuant to any

		Change; and (a) the Constructor shall design and construct the Project in compliance with all Consents (including the discharge of any reserved matters in planning consents relating to the Project), Statutory Agreements, applicable law, relevant codes of practice British Standards or European Union equivalents and manufacturers recommendations; (iii) the Constructor warrants to the Client that it has not used and shall not use and has exercised and shall continue to exercise the standard of skill and care required by clause 22.1 to ensure that it has not and shall not specify, authorise, cause or allow to be used in the Project any products or materials which:- (a) do not conform with British or European Standards (where appropriate) or Codes of Practice (or where no such standard exists do not conform with a British Board of Agrément Certificate); (b) are generally known in the construction industry to be deleterious, in the particular circumstances in which they are specified for use, to health and safety and/or the durability of buildings or structures; (a) do not comply with the guidance set out in the "Good Practice in the Selection of Construction Materials 2011" (the "**Good Practice Guide**") published by the British Council of Offices (as may be amended, supplemented and/or replaced from time to time), unless such materials or substances are used in accordance with the points of caution and good practice notes set out in the Good Practice Guide; and/or (b) are specifically prohibited by this Partnering Contract, and it will immediately notify the Client if it becomes aware of any proposed or actual specification and/or use in the Project of any products and/or materials which do not comply with clause 15.2A(iii); and (iv) the Constructor shall allow the Client and anyone authorised by the Client to place signage on any hoardings erected by the Constructor, or at such other location as is reasonably required by the Client.
Constructor on Site	15.3	From the Date of Possession until Project Completion in accordance with clause 21 (and also during the performance of any Pre-Construction Activities):- (i) each Partnering Team member shall have access at all reasonable times to the Site and to other places where activities in connection with the Project are being carried out (which the Constructor shall in turn arrange with the relevant Specialists), subject in all cases to reasonable prior notice and reasonable restrictions; (ii) the Constructor shall be responsible for the security of the Project and the Site;

		(iii) the Constructor shall permit activities on Site by any Specialist appointed by the Client pursuant to clause 10.11, except at such times as are stated in the Project Timetable or as the Constructor shall make a reasonable objection to the Client Representative by reason of a risk to health and safety; (iv) subject to clause 18 the risk of loss or damage to the Project and all and any materials, goods and equipment intended for (or for use in connection with) the Project, whether on or off Site, shall remain with the Constructor; (v) the Constructor shall be liable for, and shall indemnify the Client against, any liability, damage, loss, expense, cost, claim or proceedings in respect of personal injury to or death of any person and in respect of loss of or damage to any property (except such property as is required to be insured pursuant to clause 19.1) arising out of, or in connection with the implementation of the Project, whether arising on or off Site, provided that the Constructor's liability in respect of loss of or damage to any such property shall arise only insofar as this is due to any negligence, omission or default of the Constructor or any Specialist; (vi) the Constructor shall comply with all health and safety law in connection with the Project (including the Health and Safety at Works etc. Act 1974 and the CDM Regulations) and with all health and safety measures implemented by the Client in respect of employees and other individuals working at the Site; (vii) the Constructor shall notify the Client immediately in the event of any incident occurring in the performance of the Project on Site where that incident causes any personal injury or damage to property which could give rise to personal injury; and (viii) the Constructor shall ensure that any health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) and any documents that the Constructor is required to maintain pursuant to the CDM Regulations are made available to the Client on request.
Ownership of materials, goods and equipment	15.4	Ownership of all materials, goods and equipment intended for the Project shall pass to the Client when they are incorporated into the Project or when the Constructor receives payment for them pursuant to clause 20 (whichever shall be the earlier). Where the value of any such materials, goods or equipment is included in a valuation pursuant to clause 20.3, the Constructor shall ensure that such materials, goods and equipment are not removed from the Site or from any other place where they are situated at the date of such valuation except for delivery to the Site, and that they are clearly marked as owned by the Client, and are stored separately and securely, and are insured for their full value against all customary risks in the name of the Client.
Vesting Agreement	15.5	(i) It is a precondition to payment for any materials, goods and/or equipment that the Constructor marks and stores such materials, goods or equipment in accordance with the Partnering Contract (including the Project Brief) and, unless otherwise agreed in advance and in writing by the Client Representative, provides a properly executed Vesting Agreement in favour of the Client in respect of such materials, goods or equipment in the form referred to in the Partnering Agreement (with such amendments as the Client Representative may approve in advance, acting reasonably) or in

		such alternative form as is acceptable to the Client Representative, acting reasonably. (ii) Upon request, the Constructor provides reasonable proof to the Client (in a form to be agreed in writing in advance with the Client Representative) that the relevant item of materials, goods or equipment has been so set aside and marked (including procuring access for the Client and/or the Client Representative to inspect the item of materials, goods or equipment at the relevant place of storage).
Free Issue Materials	15.6	Where the Commencement Agreement specifies that the Client will provide Free Issue Materials to the Constructor in connection with the Project:- (i) the Constructor acknowledges and agrees that it is familiar with the specification of the Free Issue Materials and has no objection to the incorporation of such Free Issue Materials into the Project; (ii) the Client shall supply to the Constructor, free of charge, the Free Issue Materials in accordance with any timescales specified in the Partnering Timetable, so as not to prevent, hinder and/or delay the Constructor complying with its obligations under this Partnering Contract; (iii) unless otherwise agreed between the Client and the Constructor, such Free Issue Materials may be supplied in one of the following ways (at the sole discretion of the Client):- (a) the Constructor may be required to collect the Free Issue Materials from a location specified in advance and in writing by the Client; or (b) the Client may deliver (or arrange the delivery of) the Free Issue Materials to another location under the control of the Constructor and notified by the Constructor to the Client no later than seventy-two (72) hours in advance of such delivery in writing; (iv) when attending a location specified by the Client to collect the Free Issue Materials or taking receipt of the Free Issue Materials (as the context requires):- (a) the Constructor shall inspect the Free Issue Materials within the Free Issue Inspection Period to determine their suitability for use in the Project (as assessed by reference to the Constructor's own duties and obligations relating to the provision of goods and materials under or in connection with this Partnering Contract) provided always that the Constructor shall not object to that suitability if such items are in accordance with any specification for the same referred to in the Project Brief or otherwise made known to the Constructor in advance of the delivery of the Free Issue Materials; (b) the Constructor shall give notice to the Client (or the party delivering the Free Issue Materials to the Constructor, if not the Client) of any shortage and/or defect in the Free Issue Materials identified by such inspection (and in the context of Free Issue

		Materials delivered by a party other than the Client, comply with any requirements of that party in relation to the inspection and notification of shortages and/or defects in the Free Issue Materials as may be specified in any accompanying delivery note or as notified to the Constructor as at the time of such delivery, including within a time period shorter than the Free Issue Inspection Period where so specified, with the Free Issue Inspection Period being deemed to be adjusted to reflect such time period); (c) the Client (acting reasonably) shall rectify any notified shortage and/or arrange for any defective Free Issue Materials to be replaced as soon as reasonably practicable upon being notified of the same and the provisions of this clause 15.6(iv) shall apply mutatis mutandis to such replacement Free Issue Materials; and (d) following the expiration of the Free Issue Inspection Period (or following the inspection of any shorter period specified by a party other than the Client where that party has delivered the Free Issue Materials), risk in the Free Issue Materials shall come under the care, custody and control of the Constructor (save in respect of any defective or missing Free Issue Materials that have been properly notified by the Constructor in accordance with clause 15.6(iv)(b), in which case the defective and/or missing Free Issue Materials so notified shall come under the care, custody and control of the Constructor once replaced, inspected and free from any further shortage or defect in accordance with this clause 15.c(iv)).
	16.	**QUALITY AND ENVIRONMENT**
Quality of Project	16.1	The Partnering Team members shall work together and individually, in accordance with the Partnering Documents, to achieve the quality of the Project described in the Partnering Documents and to seek in accordance with the KPIs to reduce defects in the Project, to increase its expected lifespan, to improve its Sustainability and to reduce the cost of its Operation.
Standards	16.2	In implementing the Project, the Constructor and the Specialists shall use and supply materials, goods and equipment of types and standards that are compliant with the Partnering Documents and otherwise appropriate to the Project.
Quality Management System	16.3	The Partnering Team members shall implement a Quality Management System as set out in the Project Brief, Project Proposals and Consultant Services Schedules.
Environmental risk and Hazardous Substances	16.4	Each Partnering Team member shall exercise the standard of skill and care referred to, at clause 22.1:- (i) to implement the measures stated in the Partnering Documents to eliminate or render negligible the risk of harm to the Environment or migration of Hazardous Substances onto or from the Site; and

		(ii) not to transport to, generate, store, use, treat, dispose of or install at the Site any Hazardous Substance and not to cause any release of Hazardous Substances into or contamination of the Environment, except in accordance with the Environmental Laws applicable at the time of implementing the Project.
	17.	**CHANGE**
Partnering Team proposed Changes	17.1	Any Partnering Team member may propose a Change to the Client at any time if it is demonstrably in the best interests of the Project, and any such proposed Change shall be considered by the Client with the Client Representative (and, if appropriate under clause 23.4, the Core Group) advised by other relevant Partnering Team members and, if approved by the Client, shall then be notified by the Client to the Constructor in accordance with clause 17.2.
Client proposed Changes	17.2	The Client may propose a Change at any time by notification to the Constructor and the other Partnering Team members and, upon notification of a proposed Change (or following compliance with clause 5.4 or clause 8.11 if applicable) the Constructor within ten (10) Working Days (or such other period as may be agreed by the Client Representative) shall submit to the Client a Constructor's Change Submission comprising its proposals as to the effect of the proposed Change on amounts payable in respect of Constructor's Services (if a Change is proposed prior to the date of the Commencement Agreement) and on the Agreed Maximum Price, calculated in each case on the basis of the Price Framework, and/or as to its effect on the progress of the Project and the Date for Completion, calculated on the basis of the Partnering Timetable and the Project Timetable.
Constructor's Change Submission	17.3	The Client shall consider any Constructor's Change Submission submitted pursuant to clause 17.2 with the Client Representative, advised by other relevant Partnering Team members, and shall seek to agree it with the Constructor (with or without modification). By notice within five (5) Working Days from the date of a Constructor's Change Submission (or such other period as may be agreed by the Constructor), the Client Representative shall:- (i) instruct the Constructor to proceed with the Change (whether or not reserving any aspect of the Constructor's Change Submission for later agreement or suggested modification); or (ii) withdraw the proposed Change.
Evaluation of Change if not agreed	17.4	If the Client Representative instructs the Constructor to proceed with a Change pursuant to clause 17.3, but the Client and the Constructor have not agreed within a further twenty (20) Working Days from the date of such instruction any time and/or cost proposals in the Constructor's Change Submission, then the Client Representative shall ascertain the time and cost effects of such Change on a fair and reasonable basis utilising wherever possible relevant periods of time in the Partnering Timetable or the Project Timetable (as appropriate) and prices for similar work in the Price Framework, and within a further twenty (20) Working Days from expiry of the period for agreement shall notify the Client and the Constructor accordingly. If the Client or the Constructor disputes any consequent adjustment to the Agreed Maximum Price or Date for Completion, it shall notify such dispute under clause 27.1 within

		twenty (20) Working Days from the date of the Client Representative's notice and, in the absence of such notification of dispute or pending its resolution, the adjustment to the Agreed Maximum Price and/or the Date for Completion set out in the Client Representative's notice shall prevail.
Urgent or simple Change	17.5	If the Client considers a proposed Change to be sufficiently urgent or simple, the Client Representative shall instruct the Constructor to proceed with that Change by reference to this clause 17.5, in advance of a Constructor's Change Submission, which shall then be submitted in accordance with clause 17.2 and considered and evaluated in accordance with clause 17.4.
Minimum adverse effects	17.6	In all cases a Constructor's Change Submission shall minimise, by means of effective Value Management and otherwise, any adverse effect on the Agreed Maximum Price and the Date for Completion, and shall reflect the spirit and content of the Partnering Documents, and all Partnering Team members shall assist in achieving these objectives within their agreed roles, expertise and responsibilities.
Effect of Change	17.7	Any Change and its effect on the Agreed Maximum Price and/or Date for Completion, when agreed or established in accordance with this clause 17, shall be binding on the Partnering Team members.
Changes and Consultants	17.8	Any Change, when agreed or established in accordance with this clause 17, shall give rise to an equivalent adjustment in the time for performance of the affected Consultant Services of each affected Consultant, and shall amend each Consultant's entitlement to payment in the manner described in the relevant Consultant Payment Terms but not otherwise.
Changes – Additional	17.9	Where any Change agreed or established in accordance with this clause 17 has the effect of substantially increasing or decreasing the Agreed Maximum Price, the Constructor may propose a corresponding and proportionate amendment to the employment and skills output figures contained in the ESP, the Method Statement and any relevant KPIs and Targets. The Client and the Client Representative shall consider any such proposal made by the Constructor and shall seek to agree any amendments with the Constructor.
Changes in scope	17.10	The Partnering Team members acknowledge and agree that, as part of any Change proposed or instructed by it pursuant to clause 17.2:- (i) the Client may, at any time, remove or omit all or part of the services and/or works from the scope of a Partnering Team member's role and/or responsibilities and/or in respect of the Project generally and (at its sole discretion) engage a third party or third parties to carry out such omitted works and/or services; (ii) (as the context requires) the Agreed Maximum Price shall be reduced to reflect such removal or omission, calculated in accordance with this clause 17.10 or as otherwise agreed between the affected Partnering Team members in the relevant circumstances, acting reasonably (in each case subject to clause 17.11);

		(iii) the Client shall have no liability whatsoever to any affected Partnering Team member in respect of any such reduction or omission (whether in contract, tort (including negligence) or otherwise), which shall not give rise to any entitlement for such Partnering Team member(s) to claim for abortive costs, actual or expected loss of payment or profit, loss of revenue, loss of goodwill, loss of opportunity or any direct, consequential or indirect losses or for any other amount under this Partnering Contract; and (iv) the Constructor shall not be entitled to any adjustment to the Date for Completion and/or to any other adjustment to the Agreed Maximum Price arising out of or in connection with any instruction(s) issued by the Client pursuant to this clause 17.10, provided always that nothing in this clause 17.10 shall affect the entitlement of a Partnering Team member to be paid for any services and/or works properly performed in accordance with this Partnering Contract prior to the date of such reduction or omission.
Changes in scope	17.11	A removal or omission made by the Client pursuant to clause 17.10 shall not affect, in respect of any works and/or services forming part of an activity that is subject to such a notification, the Constructor's entitlement to payment (or reimbursement) after the date of the Commencement Agreement in respect of:- (i) any works and/or services forming part of that activity that have been properly performed by the Constructor as at the effective date of the relevant notification but which cannot, by reason of the omission, be completed, the value of which shall be determined by the Client Representative, acting reasonably, on a pro rata basis by reference to the value of the relevant works and/or services as against the total of the prices for the relevant activity; (ii) the Constructor's reasonably and properly incurred direct demobilisation costs (as disclosed to the Client Representative for review and approval on an open book basis) in relation to the omitted works and/or services only; (iii) the cost of any plant and materials that the Constructor has itself manufactured in connection with the Project and that are stored, as at the date of the omission, at a location other than at the site that and provided that the Constructor has used reasonable endeavours to mitigate such costs, either whole or in part (including by using such plant and materials as part of the wider delivery of the Project); and (iv) any direct costs that the Constructor is contractually committed to pay to any third party (including its Specialists) that relate to such omitted works and/or services only (such as cancellation costs and the cost of plant and materials that have been manufactured by a third party in connection with the Project and that are stored, as at the date of the notification, at a location other than at the site) and to the extent that which the Constructor is unable, using reasonable endeavours and exercising the terms of the relevant contract with such third party (but without having to incur further costs to such third party in doing so) to mitigate such costs, either whole or in part (including by using any plant and materials, equipment and/or other physical items that

		the Constructor is contractually committed to purchase as part of the wider delivery of the Project). Where any sums are to be paid to the *Contractor* under items (iii) and (iv) above in respect of plant and materials, equipment and/or other physical items referred to in the listed items generally, it shall be a precondition to the Constructor's entitlement to payment in respect of the same under this clause 17.11 that:- (a) (save in relation to plant and materials and/or equipment that is hired by the Constructor and/or its Specialists) ownership and title in such plant and materials, equipment and/or other physical items transfers to the Client; and (b) the Constructor delivers the same to a location to be agreed with the Client in advance, no later than the date on which the Constructor receives payment from the Client in connection with the relevant plant and materials, equipment and/or other physical items pursuant to this 17.11.
	18.	**RISK MANAGEMENT**
Risk Management	18.1	The Partnering Team members recognise the risks involved in the design, supply and construction of the Project, and the costs associated with those risks. The Partnering Team members shall work together and individually, through Risk Management exercises in accordance with clauses 5.1(iii) and 12.9, and otherwise in accordance with the Partnering Documents, including through the actions described in any Risk Register within the periods and/or deadlines stated in such Risk Register and in the Partnering Timetable and the Project Timetable, to analyse and manage risks in the most effective ways including:- (i) identifying risks and their likely costs; (ii) eliminating or reducing risks and their costs; (iii) insuring risks wherever affordable and appropriate; and (iv) sharing or apportioning risks according to which one or more Partnering Team members are most able to manage such risks. The risks identified in the Risk Register from time to time shall not affect the risk allocation between the Parties as set out in this Partnering Contract. The Agreed Maximum Price and/or the Date for Completion are not to be changed to reflect any risks entered into the Risk Register or for any matter notified as an early warning. The Client has no liability to any Partnering Team member for any risks entered into the Risk Register or for any matter notified as an early warning unless the risks are carried by the Client as stated in the Partnering Terms.
Constructor risk	18.2	From the date of the Commencement Agreement until the Completion Date, the Constructor shall be responsible for managing all risks associated with the Project and the Site, except as otherwise stated in these Partnering Terms.

Extensions of time	18.3	The Constructor shall use its best endeavours at all times to minimise any delay or increased cost in the Project. From the date of the Commencement Agreement, subject to the Constructor's compliance with the procedures set out in clause 18.4, the Constructor shall be entitled to be granted an appropriate extension of the Date for Completion if and to the extent that, despite the Constructor's best endeavours, any of the following adversely affect the Date for Completion (in each case only to the extent that such events are not in any way contributed towards, consequent upon and/or necessitated by any negligence, error, omission, default, breach of contract or breach of statutory duty of the Constructor, its servants or agents or any Specialist or supplier or their respective servants or agents):- (i) a delay caused by a default or failure of the Client or any Consultant (except to the extent caused or contributed to by the Constructor or any Specialist or other party for whom the Constructor is responsible) beyond any agreed time limit stated in these Partnering Terms or the Project Timetable, provided that the Constructor has given Early Warning to the Client in accordance with clause 3.7 not more than five (5) Working Days after expiry of the agreed time limit; (ii) not used; (iii) in respect of a Consent: (a) a Statutory Authority or other third party fails to issue to, enter into or approve (as the context requires) a Consent by the date stated on the Project Timetable in respect of the same, provided always that:- 1. where the Consent is not a Client Consent, the Constructor demonstrates to the Client Representative (acting reasonably) that the Constructor, has used reasonable endeavours to secure (or, as the context requires, facilitate) such issuance, entering into and/or approval in accordance with clause 28B by the date shown on the Project Timetable and (save where attributable to the acts or omissions of such Statutory Authority or third party) is not in breach of its obligations under clause 8A; or 2. where the Consent is a Client Consent, such failure is not attributable to any failure by or on behalf of the Constructor to comply with the requirements of clause 8A; or (b) a Statutory Authority, acting in the capacity of a statutory undertaker or utility provider and pursuant to a Consent fails to undertake the works and/or services that it is required to undertake and complete under that Consent within any period(s) identified in the Project Timetable for such works and/or services, provided that where such works are to be undertaken pursuant to: 1. a Consent other than a Client Consent, the Constructor has first supplied such information required, placed any necessary orders and otherwise performed its

obligations under this Partnering Contract as at that time so as not to delay or disrupt such Statutory Authority in undertaking and completing such work and/or services and/or (save where attributable to the acts or omissions of such Statutory Authority) is not in breach of its obligations under clause 8A and/or under the relevant Consent; or

2. a Client Consent (and without prejudice to the generality of clause 8A), the Constructor has first supplied to the Client such information required, assisting the Client with the placing of any necessary orders and otherwise performed its obligations under this Partnering Contract in respect of such work as soon as reasonably practicable so as not to cause the Client to delay or disrupt such Statutory Authority in relation to such work (save where attributable to the acts or omissions of such Statutory Authority) is not in breach of its obligations under clause 8A;

(iv) a change in any law or regulation of the country in which the Site is located after the date of the Commencement Agreement that the Constructor:-

(a) was not aware of and did not foresee and would not have been in the awareness of or have been reasonably foreseeable by a qualified and competent constructor experienced in undertaking the design, construction and commissioning of works of a similar size, scope, nature, complexity, value and character as the Project; and

(b) is able to demonstrate to the reasonable satisfaction of the Client will require a change to the Project and/or the Constructor's method of working in relation to the delivery of the Project;

(v) exceptionally severe weather conditions (of the kind that on average occur no more frequently than once every twenty (20) years, such weather conditions to be judged by reference to records from the Meteorological Office in respect of the weather station situated at the town closest to the Site);

(vi) not used;

(vii) opening up for inspection or testing of any part of the Project if such inspection or testing does not reveal anything not in accordance with the Partnering Documents, except where such opening up for inspection or testing was reasonable in view of similar non-compliance with the Partnering Documents having been discovered in another part of the Project;

(viii) loss or damage occasioned by any one or more of the matters required to be insured pursuant to clause 19.1, where such insurance is required to be taken out by the Constructor;

(ix) strike, lockout or trade dispute occurring nationwide and neither involving solely nor originating with the personnel or other employees of the

		Partnering Team member or lower tier subcontractors or the employees or subcontractors of any group company associated with the Partnering Team member; (x) exercise, after the Date of Possession, by the government of the country in which the Site is located of any statutory power directly affecting implementation of the Project by restricting labour, materials, goods or equipment required for the Project; (xi) subject to clauses 6.4 and 15.3(i), failure by the Client to allow access to or possession of all or any part of the Site, to the extent that such access and possession are within the Client's control; (xii) suspension by the Constructor of performance of its obligations under the Partnering Contract in accordance with clause 20.17 or suspension of the Project in accordance with clause 26.6; (xiii) a Force Majeure Event occurs; (xiv) breach of the Partnering Contract by the Client or any Consultant of which the Constructor has given Early Warning; and (xv) delay, damage or obstruction by any Specialist appointed by the Client pursuant to clause 10.11, provided that the Constructor has taken all reasonable precautions to avoid or reduce such delay, damage or obstruction.
Notification of events	18.4	The Constructor shall:- (i) notify the Client Representative within ten (10) Working Days of the date on which the Constructor becomes aware (or ought reasonably to have been aware) of any of the events described in clause 18.3, together with all evidence and cost information then available to the Constructor and detailed proposals consistent with the Partnering Documents for overcoming such events and minimising their adverse effects on the cost, time for completion and quality of the Project; (ii) implement such proposals (if and to the extent that they are not proposed Changes, in respect of which clause 17 shall apply) unless the Client Representative instructs otherwise within five (5) Working Days from the date of such notification; and (iii) provide such reasonable additional evidence and cost information as the Client Representative may request and/or as shall become available to the Constructor after notification in accordance with clause 18.4(i), and the Client Representative shall respond within twenty (20) Working Days from the date of notification in accordance with clauses 18.4(i) and 18.4(iii) and in its response shall ascertain any fair and reasonable extension of time in accordance with clause 18.3, taking into account the Project Timetable, and shall ascertain any fair and reasonable additional Site Overheads in accordance with clause 18.5 and any other fair and reasonable increase in the Agreed Maximum Price in accordance with clause 18.6, taking into account the Price Framework. If the Client or the Constructor disputes

		any such extension of time or increase in the Agreed Maximum Price, it shall notify such dispute under clause 27.1 within twenty (20) Working Days from the date of the Client Representative's response. In the absence of such notice of dispute or pending resolution of any such dispute, the Constructor shall be entitled to any extension of time and any increase in the Agreed Maximum Price stated in the Client Representative's response. Where the Constructor fails to notify the Client of any of the events described in clause 18.3 within the time period specified at clause 18.4(i), it shall have no entitlement to any extension to the Date for Completion time, any adjustment to the Agreed Maximum Price and/or any other payment whatsoever under this Partnering Contract
Time-based Site Overheads	18.5	Where an event described in clause 18.3, other than an event described in any of clauses 18.3(iii), 18.3(v), 18.3(viii), 18.3(ix), 18.3(x) and/or 18.3(xiii) (subject to any agreed adjustment in the Commencement Agreement), gives rise to an extension of the Date for Completion then, in respect of those Site Overheads agreed to be time-based in the Price Framework, proportionate appropriate additional Site Overheads shall be added to the Agreed Maximum Price.
Unavoidable work or expenditure	18.6	Where an event described in clause 18.3, other than an event described in any of clauses 18.3(iii), 18.3(v), 18.3(viii), 18.3(ix), 18.3(x) and/or 18.3(xiii) (subject to any agreed adjustment in the Commencement Agreement), and whether or not such event gives rise to an extension of the Date for Completion, properly requires unavoidable additional work or expenditure, then such work or expenditure (if not within the scope of matters covered by Central Office Overheads or Site Overheads) shall be included in the Constructor's proposals pursuant to clause 18.4, calculated wherever possible on the basis of the Price Framework and subject to the following conditions:- (i) the Constructor shall minimise the amount of any such additional work or expenditure and its cost and duration; (ii) the cost of any such additional work or expenditure shall be calculated and presented on an Open-book basis and shall not include any additional Profit or Central Office Overheads or any loss of profit on other projects; and (iii) the Constructor shall not be entitled to claim any additional payment of any kind, other than those payments described in clause 18.5 and this clause 18.6, by reason of any event described in clause 18.3.
Extensions and Consultants	18.7	Any extension of time agreed or established in accordance with this clause 18, if and to the extent that it is not caused by default or failure of that Consultant, shall entitle each affected Consultant to an equivalent extension of time for performance of its affected Consultant Services, and shall amend each Consultant's entitlement to payment in the manner described in the relevant Consultant Payment Terms but not otherwise.
Site and boundaries	18.8	The Constructor shall be deemed to have satisfied itself as to the extent of the boundaries comprising the Site and notwithstanding any other provision of this Partnering Contract no matter arising from the extent of the boundaries of the Site shall give rise to any entitlement to an extension to the Date for Completion, any adjustment to the Agreed Maximum Price and/or any other payment whatsoever under this Partnering Contract.

Site conditions	18.9	(i)	The Site Conditions are the sole responsibility of the Constructor and accordingly (but without prejudice to any other obligation of the Constructor under this Partnering Contract) the Constructor is deemed to have:- (a) carried out a ground physical and geophysical investigation and to have inspected and examined the Site and its surroundings and (where applicable) any existing structures or works on, over or under the Site; (b) satisfied itself as to the nature of the Site Conditions, the ground and the subsoil, the form and nature of the Site, the load bearing and other relevant properties of the Site, the risk of injury or damage to property affecting the Site, the nature of the materials (whether natural or otherwise) to be excavated and the nature of the design, works and materials necessary for carrying out and completing the Project; (c) satisfied itself as to the adequacy of the means and rights of access to and through the Site and any accommodation it may require for the purposes of fulfilling its obligations under the contract (such as additional land or buildings outside the Site); (d) satisfied itself as to the possibility of interference by persons of any description whatsoever (other than the Client) with access to or use of, or rights in respect of, the Site with particular regard to the owners of any land adjacent to the Site; and (e) satisfied itself as to the precautions, times and methods of working necessary to prevent any nuisance or interference, whether public or private, being caused to third parties, prior to the date of the Commencement Agreement and the Constructor acknowledges that it has sufficient knowledge of the Site and its surroundings (including but not limited to the items listed above) and the Constructor acknowledges that should it encounter any of the foregoing (without limitation) in carrying out and completing the Project, the Agreed Maximum Price and/or the Date for Completion are not to be changed, and the Constructor will not be entitled to have or make a claim for any adjustment to the same under this Partnering Contract nor entitled to have a claim against the Client in law or otherwise to deal with such matters under this clause 18.9(i). No failure on the part of the Constructor to discover or foresee any such condition, risk, contingency or circumstance relating to the Site and its surroundings entitles the Constructor to any adjustment to the Agreed Maximum Price and/or the Date for Completion, nor entitles the Constructor to have a claim against the Client under applicable law or otherwise to deal with such matters under this clause 18.9(i). (ii) The Constructor acknowledges and agrees:- (a) the Client makes no representation or gives any warranty as to the accuracy, adequacy, sufficiency, suitability or completeness of the Site Surveys and/or any other information provided by or on behalf

		of it to the Constructor in connection with the Site; and (a) to the extent permitted by applicable law, the Client has no liability arising out of or in relation to such Site Surveys and/or other information provided by or on behalf of it to the Constructor or from any representation or statement, whether negligently or otherwise made in relation to the Site.
Delay or disruption by Specialists	18.10	With the exception only of any Specialist appointed by the Client pursuant to clause 10.11, any delay or disruption caused by any Specialist (or by its termination and replacement) shall be at the risk of the Constructor and shall not give rise to any extension of the Date for Completion or any increase in the Agreed Maximum Price or entitle the Constructor to claim additional payment of any kind.
Force Majeure	18.11	(i) If a Force Majeure Event comes to the attention of a Party, it notifies the other Partnering Team members. Following such notice the Client may: - (a) give each Partnering Team member an instruction as to how the Partnering Team member is to respond to the relevant Force Majeure Event; and/or (b) instruct the Partnering Team member to submit proposals as to how the Partnering Team member should respond to the relevant Force Majeure Event and postpone the giving of any further instruction until after it has received the Partnering Team member's proposals. Without prejudice to the generality of clause 18.3, each Partnering Team member, exercising the standard of skill and care described in clause 22.1 of this Partnering Contract, shall use all reasonable diligence to: (a) mitigate the cause(s) and result(s) (including any cost expenditure) of the relevant Force Majeure Event; (b) remedy the situation; and (c) resume its duties and obligations under this Partnering Contract, including complying with any instructions from the Client as to how to do so and in particular the Partnering Team member complies with any instruction relating to the minimisation of costs expenditure.
Nuisance	18.12	The Constructor shall at all times take reasonable steps to prevent any nuisance (including, but without limitation, any noisy working operations noxious fumes or the deposit on public highways of any material or debris) or other interference with the rights of any adjoining landowner, tenant or occupier or any statutory undertaker arising out of the carrying out of the works and shall defend or, at the Client's option, assist the Client in defending any action or proceeding which may be instituted in relation thereto. The Constructor shall be responsible for and shall indemnify the Client from and against any and all expenses, liabilities, losses, claims and proceedings resulting from

		any failure or default by the Constructor in performing his obligations under this clause 18.12 save only where such nuisance or interference is the consequence of a Change or other instruction of the Client (which is not itself the result of any negligence default or breach of contract by or on behalf of the Constructor) and which could not have been avoided by the Constructor using reasonable and practical means.
	19.	**INSURANCE AND SECURITY**
Insurance of Project and Site and third party property damage	19.1	Insurance of the Project shall be taken out by the Partnering Team member or members named in the Commencement Agreement, in the joint names of the Client and the Constructor and any additional parties stated in the Commencement Agreement and with waivers of subrogation as each stated in the Commencement Agreement, for the risks and duration stated in Appendix 9 and any additional or adjusted risks and duration stated in the Commencement Agreement or any Pre-Construction Agreement and, if so stated in the Commencement Agreement, for third party property damage cover in the amount stated in the Commencement Agreement and for the risks and duration stated in Appendix 9. The Client elects to "self-indemnify" the existing buildings and property at the Site and in doing so accepts all of the Client's associated risks arising out of or in relation to such "self-indemnification", provided always that the Partnering Team shall exercise the standard of care referred to at 22.1 in carrying out any works and/or services in relation to the existing structures and shall be responsible for any damage that may result from its negligence and/or wilful default. In accordance with the Client's decision to "self-indemnify", the Client does not require any additional premium / cost from the Constructor or any of the Consultants.
Repair and restoration	19.2	Upon the occurrence of any event giving rise to a claim under the insurance policy described in clause 19.1, and subject to clause 26.6, the Constructor shall without delay repair and restore the Project, replace any work, materials, goods and equipment damaged or destroyed, remove all debris from the Site and continue with the execution and completion of the Project. If and to the extent that such insurance is to be taken out by the Constructor, then no additional payment shall be due as a result.
Third party liability insurance	19.3	(i) Third party liability insurance shall be taken out by each Partnering Team member and maintained throughout the period that such Partnering Team member participates in the Project in the amount stated against its name in the Project Partnering Agreement or any Joining Agreement and for the risks stated in Appendix 9. (ii) Products liability insurance shall be taken out by the Constructor and maintained throughout the period in the amount stated against its name in the Project Partnering Agreement or any Joining Agreement and for the risks stated in Appendix 9.
Professional indemnity/product liability insurance	19.4	Professional indemnity insurance shall be taken out by those Partnering Team members and for those amounts stated against their names in the Project Partnering Agreement or any Joining Agreement, for the risks stated Appendix 9, and shall be maintained throughout the limitation period referred to in clause 27.8, unless such

		cover is no longer generally available in the market-place on reasonable terms and at reasonable premiums.
Environmental Risk Insurance	19.5	If so stated in the Commencement Agreement, Environmental Risk Insurance shall be taken out and maintained by the Partnering Team member stated in the Commencement Agreement, in the amounts and for the risks and period stated in the Commencement Agreement.
Latent Defects Insurance	19.6	If so stated in the Commencement Agreement, Latent Defects Insurance shall be taken out by the Partnering Team member stated in the Commencement Agreement, in the amount and for the risks and period stated in the Commencement Agreement. The Partnering Team members shall comply with all the reasonable requirements of the Latent Defects Insurance provider as to inspection and provision of information.
Whole Project Insurance	19.7	If so stated in the Commencement Agreement, the Project shall be covered by the Whole Project Insurance described in the Commencement Agreement.
Insurance obligations	19.8	(i) In relation to all insurances described in this clause 19, the Partnering Team members shall fulfil the obligations set out in Appendix 9. (ii) Without prejudice to the generality of clause 19.8(i), the Constructor and each Consultant shall as soon as reasonably practicable (and no later than five (5) Working Days) after the Client's request for the same provide the Client with suitable evidence that any insurance policy required to be taken out by it pursuant to this Partnering Contract is being maintained.
Other forms of security	19.9	If so stated in the Project Brief the Constructor shall provide to the Client:- (i) on or prior to the Date of Possession: (a) an advance payment guarantee in the form annexed to and in the amount stated in the Commencement Agreement; (b) a performance bond in the form annexed to and in the amount stated in the Commencement Agreement, in each case, executed by a bank or insurance company acceptable to the Client; and/or (c) a parent company guarantee in the form annexed to the Commencement Agreement, executed by the Constructor's ultimate holding company; and/or (d) on the date stated in the Project Brief, a retention bond in the form annexed to the Commencement Agreement and in the amount stated in the Commencement Agreement, executed by a bank or insurance company acceptable to the Client, provided always that it shall be a precondition to the Constructor's entitlement to payment under this Partnering Contract, that from the date of the Commencement Agreement the Constructor has first delivered to the Client any duly executed

		performance bond, parent company guarantee and/or retention bond as required by this clause 19.9.
	20.	**PAYMENT**
Payment obligations	20.1	Unless otherwise agreed in writing between the Client and the relevant Partnering Team member and pursuant to clause 12, the Client shall be responsible for making payment(s) to the Consultants and the Constructor appointed pursuant to this Partnering Contract (including any VAT properly chargeable), with the basis (and amount) of any such payments from time to time being subject and adjustable pursuant to this clause 20 and the Partnering Terms.
Payment applications	20.2	Subject to any agreed payment milestones, activity schedules or cashflows and any other payment arrangements set out in the Price Framework and the Consultant Payment Terms and any Pre-Construction Agreement, applications for payment of amounts due to the Consultants and the Constructor shall be submitted respectively by each Consultant and the Constructor to the Client and the Client Representative on the final Working Day of each calendar month. Each application for payment shall state the sum the relevant Consultant or the Constructor considers to be due to it on the due date for payment and the basis on which that sum is calculated and shall be accompanied by such details as are stated in the Project Brief and such further information as the Client Representative may reasonably require. The due date for payment in respect of each application for payment shall be seven (7) days after the date of receipt by the Client of the relevant application, submitted in accordance with this clause 20.2.
Valuations and payment to Constructor	20.3	Subject to any revised periods stated in the Price Framework, within five (5) days from receipt of each application for payment made by the Constructor in accordance with clause 20.2, clause 20.15 or when otherwise required by these Partnering Terms, the Client Representative shall issue to the Constructor and the Client a payment notice calculated in accordance with clause 20.5 and clause 21.8 specifying the sum the Client Representative considers to have been due on the due date for payment and the basis on which that amount is calculated. Subject to any notice issued in accordance with clause 20.7, the Client shall pay to the Constructor the sum stated as due in the payment notice by the final date for payment. The final date for payment shall be the later of fourteen (14) Working Days from the due date for payment and fourteen (14) Working Days from the date of receipt by the Client of any required VAT invoice from the Constructor in the same sum as the payment notice.
Payments to Consultants	20.4	Within five (5) days from receipt by the Client of each application for payment made by a Consultant in accordance with clause 20.2 the Client shall issue a payment notice to each Consultant, calculated according to the relevant Consultant Payment Terms on the basis of the Consultant Services provided and taking into account sums due pursuant to clauses 20.10 and 20.17, specifying the sum the Client considers to have been due on the due date for payment and the basis on which that sum is calculated. Subject to any notice issued in accordance with clause 20.7, the Client shall pay to

		the relevant Consultant the amount stated as due in the relevant payment notice by the final date for payment. Subject to any revised periods stated in the Consultant Payment Terms, the final date for payment shall be the later of thirty (30) Working Days from the due date for payment and twenty five (25) Working Days from the date of receipt by the Client from the relevant Consultant of any required VAT invoice in the same sum as the relevant payment notice.
Content of Constructor valuations	20.5	The amount payable under each application for payment by the Constructor shall be calculated in accordance with the Price Framework to establish the value of the Constructor's Services properly performed, or the value of any Pre-Construction Activities properly performed or the value of that part of the Project properly progressed, including the value of any unfixed materials, goods and equipment on and off Site intended for the Project (subject to clause 15.4 and if and to the extent provided in the Price Framework), less the total of all amounts previously paid, and adjusted to reflect any Retention under clause 21.8, to reflect shared savings, shared added value and pain/gain Incentives pursuant to clause 13.2 and any Incentives that link payment to achievement of the Date for Completion or any Targets pursuant to clause 13.3 and any sums due pursuant to clauses 17.3, 17.4, 18.5 or 18.6 and taking into account sums due pursuant to clauses 20.10 and 20.17.
Default notice	20.6	If the Client Representative or the Client does not issue a payment notice in accordance with clause 20.3 or clause 20.4 respectively:- (i) the relevant Consultant's application for payment under clause 20.2 or the Constructor's application under clause 20.2 or clause 20.15 shall be treated as the payment notice; and (ii) subject to any notice issued in accordance with clause 20.7, the Client shall pay the amount stated as due in the application for payment by the final date for payment.
Pay less notice	20.7	Not later than two (2) Working Days before the final date for payment of any sum due, the payer or (in respect of payments due to the Constructor) the Client Representative may give notice to the payee pursuant to Section 111(3) of the HGCRA, specifying the sum that the payer considers to be due on the date the notice is served and the basis on which that sum is calculated. If a notice is issued under this clause 20.7:- (i) the payer shall pay the amount stated in such notice by the final date for payment; and (ii) the payee shall reissue any required VAT invoice to reflect the sum stated in such notice.
Adjustment of valuations and notices	20.8	The issue of any notice or VAT invoice or the payment of any amount by the payer shall not in any way affect the right of the payer or any payee to contend that:- (i) any Consultant Services or Constructor's Services or Pre-Construction Activities or the Project have or have not been properly valued; and/or (ii) that any amount has been improperly paid or withheld.

		In calculating any notice, the payer or (in the case of payments to the Constructor) the Client Representative shall be entitled to reconsider and, if necessary, adjust any assessment made in arriving at any previous notice.
Notices not approved	20.9	The issue of any notice or VAT invoice or the payment of any amount shall not:- (i) constitute or imply or be evidence of the Client's approval or acceptance of any part of any Consultant Services or Constructor's Services or Pre-Construction Activities or the Project; or (ii) in any way affect the responsibilities of any Partnering Team member under the Partnering Contract.
Interest on late payment	20.10	Any delay in a due payment beyond the final date stated in clause 20.3, clause 20.4, clause 20.16(iii) or clause 20.18 shall entitle the payee to be paid interest at the percentage specified in the Project Partnering Agreement, and the Partnering Team members confirm that such interest is a substantial remedy for late payment in compliance with Section 9 of the Late Payment Act.
Fluctuation	20.11	Amounts in the Price Framework and Consultant Payment Terms shall be subject only to such fluctuation provisions, if any, as are set out in the Price Framework and Consultant Payment Terms.
Payment of Specialists	20.12	The Constructor shall pay all Specialists (other than Specialists appointed pursuant to clause 10.11) the amounts to which they are entitled in accordance with the Specialist Payment Terms (with provision for interest on late payment equivalent to clause 20.10), shall maintain full records of all amounts payable and paid to each Specialist and shall make these records available to the Client Representative on request.
Inspection of financial records	20.13	Each Partnering Team member shall allow the Client Representative (or party acting on its behalf on written authority) to visit its offices and to inspect its financial records in relation to the Project at any time subject to reasonable prior notice. The Constructor shall use reasonable endeavours to ensure that a clause is inserted into the Specialist Contracts of the key Specialists (in this case any Specialist supplying any goods or services or undertaking any works in excess of five per cent (5%) of the value of the Agreed Maximum Price) specifically stating that the Client Representative (or party acting on its behalf on written authority) shall be entitled to visit a Specialist's offices and to inspect its financial records in relation to the Project at any time on a Working Day subject to reasonable prior notice being provided by or on behalf of the Client Representative.
Statutory deduction	20.14	Where the Client is a "contractor" for the purposes of the Finance Act, then not later than fifteen (15) Working Days prior to the Constructor's first application for payment in relation to the Project, and at any other time upon request, the Constructor shall either provide the Client with evidence that the Constructor is entitled to be paid without the statutory deduction referred to in the Finance Act or inform the Client in writing that it is not entitled to be paid without such statutory deduction (and in the latter case the Constructor shall immediately inform the Client if it subsequently becomes entitled to be paid without such statutory deduction) and the Client shall be

		entitled to receive from the Constructor evidence supporting the Constructor's stated entitlement to be paid without such statutory deduction.
Payment on Project Completion	20.15	Within twenty (20) Working Days following Project Completion (or any other period stated in the Price Framework), the Client Representative shall prepare and issue to the Client and the Constructor an account confirming the balance of the Agreed Maximum Price due as between the Client and the Constructor, calculated in accordance with clause 20.5. The Client and the Constructor shall seek to agree the amount of that balance, taking into account any adjustment provided for in these Partnering Terms and subject to deduction of any Retention under clause 21.8. On or after forty (40) Working Days following Project Completion (or any revised period stated in the Price Framework) the Constructor shall issue a payment application in accordance with clause 20.2 and the due date for payment shall be the date of receipt by the Client of such application.
Final Account	20.16	The following procedures shall apply in relation to the Final Account:- (i) within twenty (20) Working Days following notice to the Client and the Constructor by the Client Representative confirming satisfaction of the Constructor's obligations under clause 21.4 as to rectification of defects(or on such earlier date as the Client and the Constructor may agree), the Client Representative shall prepare and issue to the Client and the Constructor a Final Account (calculated in accordance with clause 20.5 and taking into account any adjustment provided for in these Partnering Terms) for agreement between the Client and the Constructor; (ii) on or after forty (40) Working Days of the notice confirming satisfaction of the Constructor's obligations under clause 21.4 (or any revised period stated in the Price Framework) the Constructor or the Client (as the case may be) shall make an application for payment which shall state the sum the Constructor or the Client considers to be due to it and the basis on which that sum is calculated and which shall be accompanied by such details as are stated in the Project Brief and such further information as the Constructor or the Client Representative may reasonably require. Such application shall either be in the agreed amount or if agreement is not reached then in such amount as the payee considers to be due on the due date for payment, calculated in accordance with clause 20.5 and taking into account any adjustment provided for in these Partnering Terms; (iii) the due date for payment in respect of the application as referred to in clause 20.16(ii) shall be the date of receipt by the payer of such application; (iv) within five (5) days of the due date for payment the payer or (in respect of payments due to the Constructor) the Client Representative shall issue to the payee a payment notice setting out the sum the payer or the Client Representative considers to have been due on the due date for payment (either in the agreed sum or as calculated in accordance with clause 20.5 and taking into account any adjustment provided for in these Partnering Terms) and the basis on which that sum is calculated; (v) subject to any revised periods in the Price Framework, the final date for payment shall be the later of twenty (20) Working Days from the due date

		for payment and fifteen (15) Working Days from the date of receipt by the payer of any required VAT invoice in the same sum as the payment notice; (vi) if a payment notice is not issued in accordance with clause 20.16(iv) the application for payment pursuant to clause 20.16(ii) shall be treated as the payment notice; (vii) subject to any notice issued in accordance with clause 20.7, the payer shall pay the sum stated as due in the payment notice or the application for payment by the final date for payment; and (viii) the Final Account, when agreed, shall be conclusive evidence as to the balance of the Agreed Maximum Price due between the Client and the Constructor.
Suspension of performance	20.17	If the Client fails to make any payment due in accordance with this clause 20 by the performance stated final date for payment, and if such failure shall continue for seven (7) days after the Constructor or a Consultant has given the Client written notice of its intention to suspend performance of any or all of its obligations and the grounds for such intended suspension, then the Constructor or such Consultant may suspend performance of any or all of its obligations under the Partnering Contract until payment is received in full. Where the Constructor or a Consultant exercises such right of suspension it shall be entitled to a reasonable amount in respect of costs and expenses reasonably incurred by it as a result of the exercise of the right.
Sums due to the Client	20.18	Any sum due to the Client from a Partnering Team member (other than pursuant to clause 20.16) which the Client does not deduct and/or withhold from sums due or to become due to the relevant Partnering Team member shall be due for payment on receipt of an application from the Client by the relevant Partnering Team member. In such application the Client shall specify the sum it considers to be due on the payment due date and the basis on which that sum is calculated. Within 5 days of the payment due date the relevant Partnering Team member shall issue a notice confirming the sum that it considers to have been due on the payment due date and the basis on which that sum is calculated. If the relevant Partnering Team member fails to serve such notice the Client's application shall be treated as the payment notice. The final date for payment for any such sum applied for shall be the later of twenty (20) Working Days from the payment due date and fifteen (15) Working Days from the date of receipt by the relevant Partnering Team member of any required VAT invoice from the Client in the same amount as the payment notice.
Project Bank Account	20.19	Where it is stated in the Project Partnering Agreement that a Project Bank Account will be used, the Client and the Constructor shall at the same time as entering into the Commencement Agreement enter into the Project Bank Account Agreement and the Constructor shall obtain signature to the Project Bank Account Agreement by those Specialists identified at that stage to be Project Bank Account Parties.
Project Bank Account	20.20	Where it is stated in the Project Partnering Agreement that a Project Bank Account will be used, the Client and the Constructor shall each:- (i) nominate individuals authorised to issue instructions to the Project Bank;

		(ii) authorise those individuals to issue instructions to the Project Bank to allow payments to be made to the Project Bank Account Parties in accordance with the terms of the Project Bank Account as and when required; and (iii) not cancel the nomination of any such individual without the prior consent of the other Party.
Project Bank Account	20.21	Where it is stated in the Project Partnering Agreement that a Project Bank Account will be used, within five (5) Working Days from the date of issue of a payment notice in accordance with clause 20.3 or a pay less notice in accordance with clause 20.7, the Constructor shall issue to the Client a breakdown of amounts forming part of the relevant payment or pay less notice identifying all amounts due to those Specialists who are Project Bank Account Parties and amounts due to the Constructor (including amounts due to those Specialists who are not Project Bank Account Parties).
Project Bank Account	20.22	Where it is stated in the Project Partnering Agreement that a Project Bank Account will be used, the Constructor acknowledges that payments into the Project Bank Account shall take effect as a payment by the Client to the Constructor under the Partnering Contract to the extent of that payment.
VAT invoices	20.23	The Constructor or the Consultant (as applicable) shall within four (4) days of the date of issue of the relevant payment notice pursuant to clause 20.3, clause 20.4 or clause 20.16(iii) deliver the required VAT invoice to the Client and to the extent that the Constructor or the Consultant does not comply with this requirement, the Consultant or the Constructor (as applicable) hereby waivers its right to interest pursuant to the Late Payment Act for the period up to and including the final date for payment.
Audit	20.24	(i) Without prejudice to any other provision of this Partnering Contract, each Partnering Team member shall keep and maintain and shall procure that its Non-Client Personnel keep and maintain until the expiration of its limitation period under this Partnering Contract (determined in accordance with clause 27.8), full and accurate reports, records, financial information and accounts in connection with its appointment under this Partnering Contract (and each Non-Client Personnel's engagement in connection with the same), including:- (a) records of negotiations as to price and terms and conditions and tender documentation; (b) orders placed with any Non-Client Personnel (including in relation to any re-tendering process or replacement of any such Non-Client Personnel); (c) the works, services and/or materials supplied under this Partnering Contract; (d) risk management and special audit documentation; (e) all sums (of any type) received by it pursuant to this Partnering Contract;

		(f) all sums paid by the Partnering Team member to the Client, any third parties and Non-Client Personnel; and (g) details of any rebates received and/or paid by the Partnering Team member, together the "**Contract Records**", with all Contract Records concerning any sums expended and/or received by a Partnering Team member in connection with this Partnering Contract being kept, maintained and (as the context requires) disclosed on an Open-Book basis. (ii) Each Partnering Team member shall allow the Client such access to its Contract Records as may be required by the Client from time to time. (iii) Without prejudice to the generality of clause 20.24(ii), each Partnering Team member shall permit and shall procure that all Non-Client Personnel shall permit the Comptroller and Auditor General (and their appointed representatives) access, free of charge and during normal business hours on reasonable notice, to the Contract Records for the purposes of the financial audit of the Client and for carrying out examinations into the economy, efficiency and effectiveness with which the Client has used resources in connection with this Partnering Contract, as well as provide such explanations as are reasonably required for these purposes. (iv) Nothing in this clause 20.24 should be deemed to constitute a requirement or agreement for the examination, certification or inspection of the accounts of any Partnering Team member by the Comptroller and Auditor General under section 6(3)(d) of the National Audit Act 1983.
Tax Non-Compliance	20.25	(i) Each Partnering Team member that is not the Client represents and warrants to the Client that as at the date of this Partnering Contract (or the date of a Partnering Team member's Joining Agreement, as the context permits), it has notified the Client in writing of any Occasions of Tax Non-Compliance or any litigation that it is involved in that is in connection with any Occasions of Tax Non-Compliance. (ii) If, at any time the Constructor or any Consultant becomes aware that it is subject to an Occasion of Tax Non-Compliance, the Constructor and/or Consultant (as the case may be) shall notify the Client and the Client Representative in writing of the same within seven (7) days of its occurrence and thereafter promptly give the Client and the Client Representative: (a) details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and (b) such other information in relation to the Occasion of Tax Non-Compliance as the Client and/or the Client Representative may reasonably require. (iii) If the Constructor or the Consultants or any persons engaged by it (directly or indirectly and at any tier) from time to time are liable to be taxed in the United Kingdom and/or to pay NICs in respect of consideration received

			under or pursuant to this Partnering Contract, the Constructor and/or the Consultants (as the case may be) shall: (a) at all times comply with ITEPA and all other law relating to income tax, SSCBA and all other statutes and regulations relating to NICs, in respect of that consideration; and (b) indemnify the Client against any income tax, NICs (including secondary contributions), apprenticeship levies, social security contributions and any other liability, deduction, contribution, assessment or claim (including any interest, fines, penalties and/or expenses thereon) arising from or made in connection with the Project provision of any works and/or services and/or any other activities performed under this Partnering Contract by the Constructor or Consultants (as the case may be) or any persons engaged by it, including where the Client is required to pay or account to the relevant taxing authority any sums (of whatever type and nature) due to the engagement by the Constructor or any Consultant of any individual(s) engaged through a limited company or partnership which meets the conditions specified in sections 61O or 61P of ITEPA.
		(iv)	The Client and the Constructor agree that, as between them for the purposes of the off-payroll working rules known as "IR35", the Constructor agrees that it is the "client" and shall be responsible for issuing all status determinations in respect of all persons engaged directly by the Constructor or indirectly through its supply chain and/or through a limited company or other entity.
		(v)	Unless specifically authorised by the Client in writing to do so, each Consultant shall ensure (and shall ensure that all or any other third parties ensure on behalf of the Consultant) that none of its Non-Client Personnel will be supplied or otherwise allowed to be utilised in the undertaking of any Consultant Services if they are an IR35 Contractor.
		(vi)	Where, as per (v) above, the Client provides written authorisation to the relevant Consultant that an IR35 Contractor can be utilised in the undertaking of any Consultant Services, prior to the IR35 Contractor commencing any Consultant Services, the relevant Consultant shall provide (and shall ensure that all or any other third parties provide on behalf of the Consultant) all such information and documentation as is reasonably required by the Client to make a determination as to whether the IR35 Contractor would be regarded for income tax purposes as an employee of the Client under Part 2 Chapter 10 of ITEPA.
		(vii)	Unless, as per (v) above, the Client has provided written authorisation that an IR35 Contractor can be supplied, in any other circumstances, in the event that the Client determines that an IR35 Contractor has been supplied or otherwise engaged, it will be considered that there has been a material breach of this Partnering Contract.
		(viii)	Each Consultant shall pay all corporation tax, income taxes, NICs, VAT and other taxes, duties, levies, charges and contributions (and any interest or penalties thereon) whatsoever properly payable by the Consultant in respect of payments to its Non-Client Personnel. In particular, and without limitation,

		each Consultant shall comply with any requirement to make deductions of income tax and NICs at source and to pay employer NICs and Apprenticeship Levy in respect of each and any of its Non-Client Personnel. Each Consultant shall indemnify the Client and keep the Client indemnified in full against any and all expenses, liability, costs, claims, loss and proceedings of any kind and character howsoever arising in connection with any breach by the Consultant of sub-clauses (v) to (viii) above. Each Consultant shall also indemnify the Client and keep the Client indemnified in full against any liability of the Client to account for deductions of income tax, and/or employee NICs, or to make a payment of employer NICs or Apprenticeship Levy (and in each case against any liability of the Client to pay interest or penalties in respect of such sums), in respect of services provided by, or payments made to or in respect of, any Non-Client Personnel, in each case regardless of whether or not the Client has or is deemed by HM Revenue & Customs to have complied with its own obligations under Chapter 10 of Part 2 ITEPA or otherwise.
VAT Reverse Charge	20.26	The Client confirms that it is an end user in respect of the services to be supplied to it by the Constructor or the other Partnering Team members under this Project Partnering Agreement for the purposes of paragraph 8(1)(b) of the Value Added Tax (Section 55A) (Specified Services and Excepted Supplies) Order 2019 and accordingly the Partnering Team agrees that the reverse charge on such services will not apply to supplies under this Project Partnering Agreement.
	21.	**PROJECT COMPLETION AND SUPPORT**
Notice of Project Completion	21.1	When the Constructor considers that the Project is about to achieve Project Completion, it shall give the Client Representative and each Operational Party not less than five (5) Working Days' notice (or such other period of notice as may be stated in the Project Brief), requesting the Client Representative and each Operational Party to attend, inspect and test as provided for in the Project Brief. The Constructor shall not request such attendance, inspection or testing at any time excluded in the Project Brief, or without handing over such documents (including the Handover Documents) and completing such pre-conditions and procedures as are specified in the Project Brief. The Constructor acknowledges and agrees that the Client may, at its sole discretion, withhold the issuing of any notice confirming that the Project has achieved Project Completion pursuant to clause 21.2 until such time as all of the Handover Documents are provided by the Constructor to the Client.
Inspection and testing	21.2	The Client Representative, each Operational Party and other appropriate Partnering Team members shall attend, inspect and test as requested in accordance with clause 21.1 and, within two (2) Working Days following completion of such attendance, inspection and testing, the Client Representative shall issue a notice to the Client and the Constructor either:- (i) confirming that the Project has achieved Project Completion; or (ii) stating where any aspect of the Project is not in accordance with the Partnering Documents, in which case the Constructor shall rectify such non-compliance and again present the Project in accordance with clause 21.1.

Part Project Completion	21.3	The Client and the Constructor may agree the early attendance, inspection and testing for Project Completion of a part of the Project and, following a procedure equivalent to that described in clauses 21.1 and 21.2, the defects rectification arrangements described in clause 21.4 shall apply to that part of the Project.
Rectification of defects	21.4	Following confirmation of Project Completion in accordance with clause 21.2(i), the Constructor shall attend the Site in accordance with the (as the context requires) 4.20 Meeting Minutes, Project Brief and the Decant Protocol whenever it becomes aware of and/or is notified by the Client of any defects in the Project which may appear before Project Completion or within the Defects Liability Period stated in the Project Partnering Agreement and which are due to materials, goods, equipment or workmanship not in accordance with the Partnering Documents. Such defects shall be rectified by the Constructor in accordance with any requirements as set out in (as the context requires) 4.20 Meeting Minutes, Project Brief and the Decant Protocol at no cost to the Client within the periods stated in the Project Partnering Agreement unless the Client Representative shall otherwise instruct.
Rectification of defects	21.5	If the Constructor fails to remedy any defects in the Project in accordance with the requirements of and the timescale specified in clause 21.4 (and without prejudice to any other remedy of the Client arising out of or in connection with such defect, excessive shrinkage and/or other fault), the Client may undertake such remedial work itself or engage a third party to do so at the Constructor's cost (whether by way of a deduction from any further sums that may otherwise be payable to the Constructor under this Partnering Contract or otherwise as a debt recoverable from the Constructor).
Confirmation of rectification of defects	21.6	The Client Representative shall issue a notice to the Client and the Constructor confirming the date when the Constructor's obligations under clause 21.4 have been satisfied and, with effect from the date of such notice, such obligations shall be treated as having been satisfied.
Operation of completed Project	21.7	The Constructor, the Consultants and the Specialist Partnering Team members may submit proposals for the Operation of the completed Project, which the Core Group shall consider in accordance with clause 23.4.
Dates for Completion of Sections	21.8	If the Project is to be completed in Sections, a description of each Section and the Date for Completion for each Section shall be set out in the Commencement Agreement.
Liquidated damages	21.9	(i) If the Constructor fails to achieve Project Completion of (as the context requires):- (a) a Section by the Date for Completion applicable to that Section; and/or (b) the Project by the Date for Completion for the Project, the Client shall (provided that the Client Representative has issued a notice in writing to the Constructor to that effect) be entitled either to:-

		1. require the Constructor to pay to the Client liquidated and ascertained damages at the applicable rate specified in the Commencement Agreement for the period between the relevant Date for Completion and its associated Completion Date and the Client may recover the same as a debt; or 2. deduct from monies otherwise due to the Constructor liquidated and ascertained damages at the applicable rate specified in the Commencement Agreement for the period between the relevant Date for Completion and its associated Completion Date. (ii) Notwithstanding clause 21.9(i), if the Client fixes a later Date for Completion for a Section and/or the Project, the Client shall pay or repay to the Constructor any amounts recovered allowed or paid under this clause 21.9 for the period up to such later Date for Completion for the Section and/or the Project (as the context requires) provided that the fixing of such later Date for Completion shall not invalidate the Client Representative's notice as to deduction of liquidated and ascertained damages and the payment or repayment or the amounts under this clause shall be limited to the net difference between the amounts deducted and the amounts properly due after the fixing by the Client Representative of the later Date for Completion for that Section and/or the Project. Interest shall not be payable by the Client on any amounts payable or repayable under this clause 21.9.
Requirements for Sectional Completion	21.10	The Parties agree that notwithstanding any other provision of this Partnering Contract the whole Project (and any Section) shall not be deemed to have achieved Project Completion in accordance with this clause 21 unless the requirements in the Project Brief and/or (as the context requires) the Decant Protocol and/or any other express requirement in these Partnering Terms in relation to Project Completion have been complied with.
Retention	21.11	(i) Subject to clauses 21.11(ii) to 21.11(vi) (inclusive), the Client shall be entitled to withhold a retention from any sums due to the Constructor under this Partnering Contract (the "**Retention**") until the date of the notice issued by the Client Representative pursuant to clause 21.5. (ii) Until Project Completion, the Retention which the Client may deduct and maintain shall be the percentage sum identified as such in the Commencement Agreement (the "**Retention Percentage**"). (iii) From Project Completion until the date on which a notice pursuant to clause 21.5 has been issued by the Client Representative, the Retention which the Client may deduct and maintain shall be half of the Retention Percentage. (iv) The Client shall have the full and unencumbered beneficial interest in the Retention. (v) Neither the Constructor nor any Specialist shall have any proprietary right or interest (whether at law or in equity) in or over the Retention except as unsecured creditor.

		(vi) The Client shall:- (a) owe no fiduciary obligation to the Constructor in relation to the Retention; and/or (b) have no obligation to invest the Retention or any part of the Retention or to segregate the Retention or any part of the Retention in a separate bank account or in any other manner.
	22.	**DUTY OF CARE AND WARRANTIES**
Skill and care	22.1	Each Partnering Team member:- (i) undertakes and warrants to the Client that, in the performance and discharge of its obligations under or in connection with this Partnering Contract, it has carried out and shall continue to carry out such obligations using all of the reasonable skill, care, diligence and prudence to be expected of an appropriately qualified, skilled, competent and experienced professional of the same discipline as that Partnering Team member that is experienced in the carrying out of such activities for projects of a similar size, scope, value, character and complexity to the Project (provided always that where a Partnering Team member's obligations include a requirement to prepare, review scrutinise, validate, authorise, comment upon, approve and/or otherwise contribute towards the design of the Project, the reference in this clause 22.1(i) to "experienced professional of the same discipline as that Partnering Team member" shall, in the context of such design-related activities only, be construed as meaning a professional architect); and (ii) owes a duty of skill and care to the other Partnering Team members in respect of the performance and discharge of its obligations under or in connection with this Partnering Contract equal to the duty that it owes to the Client under clause 22.1(i).
Collateral warranties	22.2	Each of the Partnering Team members stated in the Project Partnering Agreement shall provide or obtain for the benefit of each of the parties stated against their names collateral warranties in the specified forms annexed to the Project Partnering Agreement within the relevant timescale(s) specified in the Project Partnering Agreement as and when requested by (or on behalf of) the Client.
Specialist warranties	22.3	The Constructor shall obtain and submit to the Client such direct Specialist warranties in favour of the Client in respect of individual parts of the Project as are described in the Project Brief or the Project Proposals and any additional direct warranties offered by or available from particular Specialists.
Third party rights	22.4	Except as otherwise stated in the Project Partnering Agreement, and notwithstanding any other provision of the Partnering Terms, and without prejudice to any collateral warranty entered into pursuant to clause 22.2, nothing in the Partnering Contract confers or purports to confer any benefit or right to enforce any of its terms on any person who is not a party to it.

Manufacturer warranty	22.5	Where a manufacturer warranty is procured from a Manufacturer pursuant to clause 22.2 and/or clause 22.3 in favour of a party other than the Client, the relevant Partnering Team member shall ensure that such manufacturer warranty is assigned to the Client immediately following the expiration of the Defects Liability Period or termination of that Partnering Team member's engagement on the Project, whichever occurs first.
Failure to provide warranties	22.6	Notwithstanding any other terms of this Partnering Contract, the Client and each Partnering Team member agrees that, in the context of the Project:- (i) if any collateral warranty or collateral warranties requested by or on behalf of the Client pursuant to clause 22.2 and/or clause 22.3 are not provided by the expiration of the period within which the Partnering Team member is required to provide the same under such clauses, the Client may, at its sole discretion, withhold any notice confirming that the Project has achieved Project Completion pursuant to clause 21.2 until such time as any deed or deeds of collateral warranty are provided to the Client; and (ii) the Constructor shall include in each of its Specialist Contracts and each Consultant shall include in each of its appointments with Sub-Consultants provisions that allow any retention withheld by the Constructor or the Consultant under such agreements (financial or otherwise) to be so withheld by them until such time as any deed or deeds of collateral warranty that that the Specialist or Sub-Consultant (as the context requires) are required to provide in accordance with the requirements of this Partnering Contract as to be reflected in such Specialist Contracts and appointments with Sub-Consultants are so provided to the Client.
	23.	**KPIS AND CONTINUOUS IMPROVEMENT**
KPIs and Targets	23.1	The performance of each Partnering Team member shall be kept under regular review by the Core Group by reference to the KPIs and Targets. If and to the extent that KPIs or Targets have not been finalised at the date of the Project Partnering Agreement, they shall be finalised by the Core Group and approved by the Client in accordance with the Partnering Timetable as a precondition to implementation of the Project on Site. The Partnering Team members shall exercise the standard of skill and care referred to in clause 22.1 to achieve their respective Targets.
Demonstration of progress against KPIs	23.2	The Partnering Team members shall work together and individually in accordance with the Partnering Documents:- (i) to maximise through measurable continuous improvement the potential for the Project to achieve the objectives set out in clause 4 and to provide best value to the Client; and (ii) subject to the approvals and procedures set out in the Partnering Terms, to refine and improve the agreed design, supply and construction process for the benefit of the Project and future projects.

Measurable continuous improvement	23.3	Each Partnering Team member shall provide to the Client Representative such information on an Open-book basis as may be reasonably necessary to demonstrate progress against its KPIs and Targets. The Core Group shall consider and seek to agree the measures necessary to remedy any failure to achieve any of the Targets.
Core Group review of continuous improvement proposals	23.4	The Core Group members shall attend meetings to be convened by the Client Representative to investigate proposals submitted by any Partnering Team member for achieving continuous improvement, whether by way of proposals for savings and/or added value under clause 13.2 or otherwise to provide best value to the Client and benefit to the Project and future projects, and shall submit their recommendations for Client approval.
Criteria for continuous improvement	23.5	The criteria for continuous improvement shall be those set out in the KPIs and Targets, with such revisions from time to time as the Core Group may recommend and as the Client and the affected Partnering Team members may approve.
Post-Project Completion review	23.6	All Partnering Team members shall attend a meeting (to be convened by the Client Representative) after Project Completion, to review the completed Project and their performance against the KPIs and Targets, (including the employment and skills KPI and Targets), and its compliance with and implementation of the ESP and the Method Statement and to consider the scope for further improvement on future projects.
	24.	**JOINT INITIATIVES AND STRATEGIC ALLIANCING**
Joint Initiatives	24.1	The Partnering Team members shall pursue together such joint initiatives for the benefit of the Project as they may agree to be appropriate and consistent with the Partnering Contract and the objectives of their partnering relationships. Such initiatives shall be considered by the Core Group in accordance with clause 23.4.
Strategic alliancing	24.2	The Partnering Team members recognise the potential benefits of developing strategic alliancing relationships for the implementation of further projects and agree to develop such relationships, subject to their respective performance against the KPIs and subject to agreement of specific terms between them consistent with current applicable laws and regulations in force in the country referred to in clause 27.7.
	25.	**GENERAL**
Exclusion of partnership	25.1	Nothing in the Partnering Documents shall create, or be construed as creating, a partnership between any of the Partnering Team members. No Partnering Team member shall conduct itself in such a way as to create an impression that such a partnership exists.
Assignment and sub-contracting	25.2	The Partnering Contract is personal to the Partnering Team members and none of their rights or obligations may be assigned or sub-contracted without the prior consent of all other Partnering Team members, except as stated in the Project Partnering Agreement or in accordance with these Partnering Terms.

Whole Partnering Contract	25.3	Except for Specialist Contracts and Specialist Payment Terms incorporated in Joining Agreements entered into with Specialist Partnering Team members, the Partnering Documents shall together represent the entire understanding between the Partnering Team members in relation to the Project. No amendment to the Partnering Documents shall be valid or binding on any Partnering Team member unless made in writing and signed by all Partnering Team members, or otherwise made in accordance with these Partnering Terms (save that, in connection with the engagement of the Constructor under this Partnering Contract, the obligations and duties of the Constructor as set out in the Partnering Documents shall be without prejudice to and shall not supersede the Framework Agreement).
Laws and regulations	25.4	The Partnering Team members shall comply with all laws and regulations currently in force in the country stated in the Project Partnering Agreement and in the country in which the Site is located, and with the terms of all statutory and other legally binding requirements relating to implementation of the Project.
Confidentiality	25.5	(i) Except to the extent set out in this clause 25.5 or where disclosure of any Confidential Information is expressly permitted elsewhere in this Partnering Contract (and without prejudice to the requirements of clause 3.2A), a Recipient shall:- (a) treat a Disclosing Party's Confidential Information as strictly confidential and keep it in secure custody (at a location and in a manner commensurate to the nature, content and sensitivity of the Confidential Information and the medium upon which it is stored); (b) not disclose a Disclosing Party's Confidential Information to any other person except as expressly set out in this Partnering Contract or without obtaining a Disclosing Party's prior written consent; (c) not use or exploit a Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Partnering Contract; and (d) immediately notify the relevant Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of that Disclosing Party's Confidential Information. (ii) Subject always to clause 25.5(vi) where the Recipient is the Client, a Recipient shall be entitled to disclose the Confidential Information of a Disclosing Party where:- (a) the Recipient is required to disclose the Confidential Information under applicable law, provided that clause 25.7 shall apply to any disclosures of Confidential Information required under the FOIA or the Environmental Information Regulations; (a) the need for such disclosure arises out of or in connection with:

1. any legal challenge or potential legal challenge against the Client arising out of or in connection with this Partnering Contract;

2. regulations 106, 108, 110 and 112 of the Public Contracts Regulations 2015;

3. the examination and certification of the accounts of the Client (provided that the disclosure is made on a confidential basis) or for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Client is managing and implementing this Partnering Contract; or

4. the conduct of a Central Government Body review in respect of this Partnering Contract; or

(b) that Recipient has reasonable grounds to believe that the relevant Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and/or any breach of clause 25.10 and the disclosure is being made to the Serious Fraud Office.

(iii) If a Recipient is required by applicable law to make a disclosure of Confidential Information, that Recipient shall as soon as reasonably practicable and to the extent permitted by applicable law notify the Disclosing Party (or Disclosing Parties) of the full circumstances of the required disclosure including the relevant applicable law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.

(iv) Subject to clause 25.5(viii), a Partnering Team member, as a Recipient, may disclose the Confidential Information of the Client on a confidential basis only to:-

(a) its Non-Client Personnel who are directly involved in this Project and need to know the Confidential Information to enable performance of that Partnering Team member's obligations under this Partnering Contract;

(b) its auditors; and

(c) its professional advisers for the purposes of obtaining advice in relation to this Partnering Contract,

and where a Partnering Team member discloses any Confidential Information of the Client pursuant to this clause 25.5(iv), it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Partnering Contract by the persons to whom disclosure has been made.

(v) Each Partnering Team member shall not (and shall ensure that its Non-Client Personnel do not):-

(a) publish, alone or in conjunction with any other party, any articles, illustrations, photographs, videos, press announcements or any other externally focused communications (in each case of any type and in any medium) in relation to this Partnering Contract; or

(b) take photographs on or of a Site,

without the prior written approval of the Client.

(vi) Without prejudice to the generality of clause 25.5(ii), each Partnering Team member acknowledges and agrees that the Client shall, at its sole discretion, be entitled to disclose and/or publish the Confidential Information of a Partnering Team member and this Partnering Contract in its entirety, in each case as amended from time to time and for any reason, including disclosure:-

(a) to any Central Government Body for any proper purpose of the Client;

(b) to parliament and parliamentary committees or if required by any parliamentary reporting requirement;

(a) where, acting reasonably, the Client deems disclosure necessary or appropriate in the course of carrying out its public functions;

(b) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in clause 25.5(vi)(a) (including any benchmarking organisation) for any purpose relating to or connected with this Partnering Contract; and/or

(c) on a confidential basis to a proposed successor of the Client in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Partnering Contract.

(vii) Subject to clause 25.5(viii) in the case of a Partnering Team member only, nothing in this clause 25.5 shall prevent a Recipient from using any techniques, ideas or know-how gained during the performance of this Partnering Contract in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of its Intellectual Property Rights.

(viii) Without prejudice to any other provision of this Partnering Contract, each Partnering Team member warrants and undertakes to the Client that it shall not (and shall ensure that its Non-Client Personnel shall not) use and/or disclose to any third party any Materials relating to any Security Measures in relation to the Project in connection with any other project or matter of any type and at any location without the prior written approval of the Client (at its sole discretion).

		(ix) Each Partnering Team member shall ensure that any Non-Client Personnel to whom it discloses Confidential Information as expressly permitted pursuant to this clause 25.5 are subject to obligations of confidentiality and non-disclosure that are no less onerous than those contained in this clause 25.5. (x) Each Partnering Team member shall indemnify the Client against all payments, losses, damages, action, costs, fines, financial penalties and expenses that are paid, made or incurred by the Client as a consequence of that Partnering Team member and/or its Non-Client Personnel being in breach of the requirements of this clause 25.5.
Data Protection Laws	25.6	(i) Each Partnering Team member acknowledges that: (a) for the purposes of the Data Protection Laws and this Partnering Contract, the Client is the Controller and each Partnering Team member is individually a Processor, unless otherwise specified in the Data Protection Schedule; and (b) the only Processing that a Processor is authorised to do is listed in the Data Protection Schedule by the Controller and may not be determined by that Processor. (ii) A Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Laws. (iii) A Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing and such assistance may, at the discretion of the Controller, include:- (a) a systematic description of the envisaged Processing operations and the purpose of the Processing; (b) an assessment of the necessity and proportionality of the Processing operations in relation to the Project; (c) an assessment of the risks to the rights and freedoms of Data Subjects; and/or (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data. (iv) A Processor shall, in relation to any Personal Data that is Processed in connection with its obligations under this Partnering Contract: (a) Process that Personal Data only in accordance with the Data Protection Schedule, unless the Processor is required to do otherwise by applicable law (provided that of it is so required, the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by applicable law);

(b) ensure that it has in place Protective Measures appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:-

1. nature of the data to be protected;
2. harm that might result from a Data Loss Event;
3. state of technological development; and
4. cost of implementing any measures;

(c) ensure that:-

1. its Processor Personnel do not Process any Personal Data except in accordance with this Partnering Contract (and in particular the Data Protection Schedule); and
2. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
   - A are aware of and comply with its duties as a Processor under this clause 25.6,
   - B are subject to appropriate confidentiality undertakings with the Processor or any Sub-Processor;
   - C are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Partnering Contract; and
   - D have undergone adequate training in the use, care, protection and handling of Personal Data;
3. it does not transfer Personal Data outside of the United Kingdom unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:-
   - A the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the GDPR or Article 37 of the LED) as determined by the Controller;

		B the Data Subject has enforceable rights and effective legal remedies; C the Processor complies with its obligations under the Data Protection Law by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses all reasonable endeavours to assist the Controller in meeting its obligations); and D the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and 4. at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of this Partnering Contract unless the Processor is required by applicable law to retain the Personal Data. (v) Subject to clause 25.6(vi), a Processor shall notify the Controller immediately if it:- (a) receives a Data Subject Access Request (or purported Data Subject Access Request); (b) receives a request to rectify, block or erase any Personal Data; (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Laws; (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data that is Processed under this Partnering Contract; (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by applicable law; and/or (f) becomes aware of a Data Loss Event. (vi) A Processor's notification obligation under clause 25.6(vi) includes the provision of further information to the Controller in phases, as details become available. (vii) Taking into account the nature of the Processing, a Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Laws and any complaint, communication or request made under clause 25.6(v) (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:- (a) the Controller with full details and copies of the complaint,

communication or request;

(b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Laws;

(a) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

(c) assistance as requested by the Controller following any Data Loss Event; and

(d) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

(viii) Unless a Processor employs fewer than two-hundred and fifty (250) staff, a Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 25.6 unless the Controller determines that:-

(a) the Processing is not occasional;

(b) the Processing includes special categories of data under Article 9(1) of the GDPR or Personal Data concerning criminal convictions and offences under Article 10 of the GDPR; and/or

(c) the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

(ix) A Processor shall allow for audits of its Processing activity by the Controller or the Controller's designated auditor.

(x) Each Partnering Team member shall designate its own Data Protection Officer if required by the Data Protection Law.

(xi) Before allowing any Sub-Processor to Process any Personal Data related to this Partnering Contract, a Processor must:-

(a) notify the Controller in writing of the intended Sub-Processor and Processing;

(b) obtain the written consent of the Controller;

(c) enter into a written agreement with the Sub-Processor which give effect to the terms set out in this clause 25.6 such that they apply to the Sub-Processor; and

(a) provide the Controller with such information regarding the Sub-Processor as the Controller may reasonably require.

		(xii)	A Processor shall remain fully liable for all acts or omissions of any of its Sub-Processors.
		(xiii)	The Controller may, at any time on not less than thirty (30) Working Days' notice, revise this clause 25.6 by replacing it with any applicable "Controller" to "Processor" standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Partnering Contract).
		(xiv)	The Partnering Team members agree to take account of any guidance issued by the Information Commissioner's Office and the Controller may. on not less than thirty (30) Working Days' notice to the other Partnering Team members, amend this Partnering Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
		(xv)	Each Processor shall be liable for and hereby indemnifies the Client from and against all claims, proceedings, damages, liabilities, losses, costs and expenses suffered or incurred by the Client where and to the extent that the same arises in connection with any breach of this clause 25.6 by that Processor and/or its personnel (of any type) and/or its Specialists and/or Sub-Consultants (as the context requires).
Freedom of Information	25.7	(i)	Each Partnering Team member acknowledges that the Client is subject to the requirements of the FOIA and the Environmental Information Regulations and in such event, each Partnering Team member shall assist and co-operate with the Client (at its own expense) to enable them to comply with these information disclosure requirements.
		(ii)	Each Partnering Team member shall and shall ensure that its Non-Client Personnel shall provide:- (a) the Client with a copy of all information in its possession, power or control in the form that they require within five (5) days (or such other period as the Client, as the context requires, may notify to the Partnering Team member) of receiving a written request from the Client for such information; and (b) all necessary assistance as is reasonably requested by the Client to enable them to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations, and each Partnering Team member shall be liable for and hereby indemnifies the Client from and against all claims, proceedings, damages, liabilities, losses, costs and expenses suffered or incurred by the Client where and to the extent that the same arises in connection with any breach of this clause 25.7(ii) by the Partnering Team member and/or its Partnering Team member related parties.
		(iii)	If a Partnering Team member considers that all or any information provided to the Client under clause 25.7(ii) is a "trade secret" in accordance with section 43(1) of the FOIA, or a duty of confidentiality applies under section

		41(1) of the FOIA, or is exempt by the operation of any other provision of FOIA:- (a) it shall ensure that the relevant information and the claimed exemption is clearly identified as such to the Client; and (a) notwithstanding any such identification, the Client (as the context requires) shall be solely responsible for determining at its absolute discretion whether such information and / or any other information:- 1. is exempt from disclosure in accordance with the provisions of the Code of Practice, the FOIA or the Environmental Information Regulations; or 2. is to be disclosed in response to a Request for Information. (iv) In no event shall a Partnering Team member (or the Partnering Team member allow its Non-Client Personnel to) respond directly to any requests for information from members of the public unless expressly authorised to do so by the Client. (v) Each Partnering Team member acknowledges that the Client may, acting in accordance with the FOIA or the Environmental Information Regulations being required to disclose information:- (a) without consulting with that Partnering Team member; or (b) following consultation with that Partnering Team member and having considered its views.
Information security	25.8	(i) The provisions of clause 25.8(ii) to clause 25.8(x) (inclusive) are subject always to the requirements of the Client notified to a Partnering Team member pursuant to clause 25.8(xi) and are without prejudice to the generality of clause 25.10. (ii) Each Partnering Team member shall:- (a) identify, keep and disclose to the Client upon request a record of those members of the Non-Client Personnel and any Specialists or Sub-Consultants with access to or who are involved in handling Client Data (users); (b) provide to the Client details of its policy for reporting, managing and recovering from information risk incidents, including losses of protected Personal Data and ICT security incidents and its procedures for reducing risk and raising awareness; and (c) immediately report information security incidents to the Client. Significant actual or potential losses of Personal Data may be shared with the Information Commissioner and the Cabinet Office

by the Client.

(iii) The Partnering Team members shall protect Client Data whose release or loss could cause harm or distress to individuals. The Partnering Team members shall handle all such Client Data as if it were confidential while it is processed or stored by the Partnering Team members or Specialists or Sub-Consultants, applying the measures set out in clauses 25.8(i) to 25.8(ix) (inclusive).

(iv) When Client Data is held on paper it shall be kept secure at all times, locked away when not in use or the premises on which it is held shall be secured. If Client Data held on paper is transferred it shall be by an approved secure form of transfer with confirmation of receipt. When Client Data is held and accessed on ICT Systems on secure premises, all Partnering Team members shall (so far as is relevant to their role) apply the minimum protections for information set out in the Project Brief, or equivalent measures, as well as any additional protections as needed as a result of the Client's risk assessment. Where in exceptional circumstances equivalent measures are adopted, the relevant Partnering Team member shall obtain the Client's prior approval in writing.

(v) Wherever possible, Client Data should be held and accessed on paper or ICT Systems on secure premises protected as above. The Partnering Team members shall not use removable media (including laptops, removable discs, CD-ROMs, USB memory sticks, PDAs and media card formats) for storage or access to such Client Data where possible. Where the Client agrees that this is not possible, the Partnering Team members shall work to the following hierarchy, recording the reasons for a particular approach not being adopted in a particular case or a particular business area:-

(a) **best option:** hold and access data on ICT Systems on secure premises;

(a) **second best option:** secure remote access, so that Client Data can be viewed or amended without being permanently stored on the remote computer, which is possible for Client Data over the internet using products meeting the FIPS 140-2 standard or equivalent, unless otherwise agreed with the Client;

(b) **third best option:** secured transfer of Client Data to a remote computer on a secure site on which it will be permanently stored, provided that both the Client Data at rest and the link should be protected at least to the FIPS 140-2 standard or equivalent and protectively marked Client Data shall not be stored on privately owned computers unless they are protected in this way; and

(c) in all cases the remote computer should be password protected, configured so that its functionality is minimised to its intended business use only, and have up to date software patches and anti-virus software.

(vi) Where the Client agrees in writing that it is not possible to avoid the use of removable media in reference to the storage of Client Data, the Partnering Team members shall implement all of the following conditions:-

(a) the Client Data transferred to the removal media should be the minimum necessary to achieve the business purposes, both in terms of the numbers of people covered by the Client Data and the Client Data held. Where possible only anonymised Client Data should be held;

(a) the removal media should be encrypted to a standard of at least FIPS 140-2 or equivalent in addition to being protected by an authentication mechanism, such as a password;

(b) user rights to transfer Client Data to removable media shall be carefully considered and strictly limited to ensure that this is only provided where absolutely necessary for business purposes and subject to monitoring by the relevant Partnering Team member and the Client; and

(b) the individual responsible for the removable media should handle it themselves, or if they entrust it to others as if it were the equivalent of a large amount of their own cash.

(vii) Where the Client agrees in writing that the second condition of encryption as referred to in clause 25.8(v) cannot be applied due to business continuity and disaster recovery considerations, such unprotected Client Data shall only be recorded, moved, stored and monitored with strong controls.

(viii) All material that has been used for confidential Client Data should be subject to controlled disposal. The Partnering Team members shall:-

(a) destroy paper records containing protected Personal Data by incineration, pulping or shredding so that reconstruction is unlikely; and

(a) dispose of electronic media that has been used for protected Personal Data through secure destruction, overwriting, erasure or degaussing for re-use.

(ix) The Partnering Team members shall have appropriate mechanisms in place in order to comply with the Client's requirements as set out in this clause 25.8 including adequate training in handling Client Data and Confidential Information for their personnel.

(x) The Partnering Team members shall:-

(a) put in place arrangements to log the activity of Client Data users in respect of electronically held protected personal information and for managers to check the arrangements are being properly conducted, with a particular focus on those working remotely and those with higher levels of functionality (and summary records of managers' activity shall be shared with the Client and be available for inspection by the Information Commissioner's office on

		request); and (b) minimise the number of users with access to the Client Data. (xi) Without prejudice to the generality of clause 25.8(ii) to clause 25.8(x) (inclusive), each Partnering Team member acknowledges and agrees that it shall comply with and shall ensure that its Non-Client Personnel comply with any information and/or data security requirements and/or instructions:- (a) as specified in the Client's Policies; (a) that the Client notifies them of in writing from time to time in connection with their attendance at the Site; and/or (b) as may be specified and/or referred to elsewhere in the Partnering Documents (provided always where any such requirements in the Partnering Documents are less onerous than those specified in clause 25.8(ii) to clause 25.8(x) (inclusive) and/or those specified in the Client's Policies, the Constructor shall notify the Client of this and the Client (at its sole discretion) shall advise the Constructor in writing, as soon as reasonably practicable upon receiving the notice, which requirements shall take precedence and the Constructor shall comply with the same without any entitlement to an adjustment to the Completion Date and/or the Agreed Maximum Price).
Fraud and prevention of corruption	25.9	(i) Each Partnering Team member shall take all reasonable steps to prevent Fraud. (ii) Each Partnering Team member shall notify the Client immediately if it has any reason to suspect that any Fraud has occurred or is occurring or is likely to occur.
Anti-Bribery and Corruption	25.10	(i) Without prejudice to the generality of clause 25.9, each Partnering Team member warrants that:- (a) it shall:- 1. comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption (including the Bribery Act 2010 and section 117 of the Local Government Act 1972); 2. not engage in any activity, practice or conduct at any time which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom; 3. comply with the Client's anti-bribery and anti-corruption policies as published and updated by the Client from time to time (whether identified as part of the Client's Policies or otherwise);

		4. have, maintain and enforce its own anti-bribery and anti-corruption policies and procedures, including procedures to ensure compliance with the Bribery Act 2010 and the policies referred to in clause 25.10(i)(a)(3); 5. immediately notify the Client if a foreign public official becomes an officer or employee of the Partnering Team member or acquires a direct or indirect interest in the Partnering Team member (and the Partnering Team member further warrants that it has no public officials as officers, employees or direct or indirect owners at the date of this Partnering Contract); 6. ensure that all persons associated with and/or engaged by the Partnering Team member or other persons who are providing any works, services and/or goods for the Constructor in connection with this Partnering Contract comply with this clause 25.10; and (b) as at the date of this Partnering Contract, it has not done and none of its officers, employees, agents, representatives, sub-contractors or other persons acting with the authority of the Partnering Team member have done anything that would have placed it or them in breach of the obligations at this clause 25.10(i)(a). (ii) Each Partnering Team member shall indemnify the Client against all payments, losses, damages, action, costs, fines, financial penalties and expenses that are paid, made or incurred by the Client as a consequence of that Partnering Team member being in breach of its obligations, representations and/or warranties under this clause 25.10.
Conflicts of interest and reputational risk	25.11	(i) Each Partnering Team member shall take all appropriate steps to ensure that neither it nor any personnel and/or party employed and/or engaged by the Partnering Team member (in whatever capacity) is placed in a position where, in the reasonable opinion of the Client:- (a) there is or may be an actual conflict or potential conflict, between the pecuniary or personal interests of the Partnering Team member or any personnel and/or party employed and/or engaged by it and the duties owed to the Client under the provisions of this Partnering Contract (a "**Conflict of Interest**"); or (a) the behaviour of the Partnering Team member or any personnel and/or party employed and/or engaged by it is not in the Client's best interest or might adversely affect the Client's reputation (a "**Reputational Risk**"). (ii) Each Partnering Team member:- (a) warrants that, as at the date of this Partnering Contract, it is not aware of any actual or potential Conflict of Interest and/or Reputational Risk; and

		(b) shall notify and disclose to the Client full particulars of any behaviour which might give rise to an actual or potential Conflict of Interest and/or Reputational Risk immediately upon becoming aware of the same. (iii) The Client may terminate a Partnering Team member's appointment under this Partnering Contract with immediate effect on written notice to the Partnering Team member pursuant to clause 26.3 or clause 26.4 (as the context requires) and/or take such other steps it deems necessary where, in the reasonable opinion of the Client, there is or may be an actual or potential Conflict of Interest and/or Reputational Risk that is not capable of being remedied by the Partnering Team member.
Equality and diversity	25.12	(i) Each Partnering Team member shall comply with and shall ensure that its Non-Client Personnel comply with:- (a) the Equality Act 2010; (b) all applicable law in relation to human rights, equality, diversity and unlawful discrimination (including in relation to race sex, sexual orientation, gender and gender reassignment, religion or belief, disability, pregnancy, maternity, marital status, age or otherwise); and (c) any other requirements and/or instructions that the Client notifies the Partnering Team members of in writing from time to time in connection with equality and diversity obligations (whether stated as part of the Client's Policies or otherwise and as provided to the Partnering Team members by the Client from time to time), together the "**Equality Requirements**". (ii) Each Partnering Team member shall indemnify the Client against all payments, losses, damages, action, costs, fines, financial penalties and expenses that are paid, made or incurred by the Client as a consequence of that Partnering Team member and/or its Non-Client Personnel being in breach of the requirements of this clause 25.12. (iii) Each Partnering Team member agrees that it will provide the Client with all information reasonably requested by that Client to allow it to monitor compliance with the Equality Requirements.
Anti-slavery and trafficking	25.13	(i) Each Partnering Team member shall, and shall procure that all personnel and/or party employed and/or engaged by the Partnering Team member (in whatever capacity) in connection with this Partnering Contract shall:- (a) comply with all applicable law relating to slavery and human trafficking including, without limitation, the Modern Slavery Act 2015 ("**Anti-Slavery Requirements**"); (b) not take or knowingly permit any action to be taken that would or might cause or lead the Client to be in breach of any Anti-Slavery

		Requirements; (c) comply with the Client's anti-slavery and trafficking policies (whether stated as part of the Client's Policies or otherwise and as provided to the Partnering Team members by the Client from time to time) ("**Anti-Slavery Policies**"); (d) have, maintain and enforce throughout the duration of its appointment under this Partnering Contract its own policies and procedures to ensure compliance with the Anti-Slavery Requirements, the Anti-Slavery Policies and this clause 25.13; (e) promptly report to the Client if it becomes aware of any breach of potential breach of the Anti-Slavery Requirements, the Anti-Slavery Policies and this clause 25.13; and (a) promptly upon the request of the Client provide it with any information and/or documentation that has been requested in connection with the Anti-Slavery Requirements. (ii) Each Partnering Team member warrants to the Client that neither it nor any other person in its supply chain (including those described in clause 25.13(i)) uses trafficked, bonded, child or forced labour or has attempted to use trafficked, bonded, child or forced labour within its supply chain. (iii) Each Partnering Team member shall:- (a) ensure that its Non-Client Personnel who are performing works and/or services and/or providing goods in connection with this Partnering Contract does so only on the basis of a written contract which imposes on and secures from such Non-Client Personnel terms equivalent to those imposed on the Partnering Team member in this clause 25.13 (the "**Anti-Slavery Terms**"); and (a) be responsible for the observance and performance by such persons of the Anti-Slavery Terms, and shall be directly liable to the Client for any breach by such persons of any of the Anti-Slavery Terms. (iv) Each Partnering Team member shall indemnify the Client against all payments, losses, damages, action, costs, fines, financial penalties and expenses that are paid, made or incurred by the Client (as the context requires) as a consequence of that Partnering Team member and/or its Non-Client Personnel being in breach of the requirements of this clause 25.13.
Co-operation	25.14	(i) In this clause 25.14, the terms below shall have the following meanings:- (a) "**Project Appointment**" means: 1. in the case of the Constructor and each Consultant, this Partnering Contract; and

2. any appointment entered into by the Client with a Partnering Team member as notified by the Client to the Partnering Team member from time to time;

(b) "**Project Team Member**" means each of the Constructor and the Consultants identified as such in the Partnering Agreement (and any additional Partnering Team members who may join this Partnering Contract from time to time pursuant to a Joining Agreement) and each Project Consultant; and

(c) "**Project Focused**" means the principle applied in the consideration of any decision, outcome, solution and/or resolution in relation to the Project which facilitates and/or encourages objectively-assessable quality and performance outcomes and (as the Project is publicly funded) with the intent to achieve value for money.

(ii) Each Partnering Team member shall using the standard of skill and care required in clause 21.2:-

(a) promote collaborative behaviours throughout its organisation and its supply chain (including their respective Specialists and Sub-Consultants) in connection with the Project and act collaboratively with the Project Team Members at all times;

(b) comply with any requirements in the Project Brief in connection with the co-operation and/or interfacing with the Project Team Members in connection with the Project;

(c) establish an integrated collaborative team environment in order to encourage proactive, open and efficient sharing of knowledge and information between the Client and the Project Team Members; and

(d) proactively consult the Project Team Members when seeking to make decisions in relation to the Project,

in each case so far as reasonably practicable on a Project Focused basis.

(iii) Each Partnering Team member shall work with the other Project Team Members so far as reasonably practicable, using the standard of skill and care required by clause 21.2, to:-

(a) the extent reasonably within the Partnering Team member's control, assist the other Project Team Members in performing their obligations under their respective Project Appointments in respect of which they are reliant upon information provided and/or developed by and/or input provided by the Partnering Team member in connection with the Project;

(a) share best practice in connection with the Project; and

(b) collaboratively seek to manage and mitigate any potential risks

		identified in relation to the design and construction of the Project, on a Project Focused basis. (iv) Each Partnering Team member agrees, for the purposes referred to in this clause 25.14, to promptly supply or allow each Project Team Members access to all information and documentation in its possession or control that is reasonably requested by each Project Team Member in connection with the Project, insofar as the same is:- (a) not subject to disclosure and/or confidentiality restrictions by statute or this Partnering Contract; and (b) reasonably required by a Project Team Member to properly perform its obligations under its Project Appointment, provided that a Partnering Team member will seek written approval from the Client before providing access to such information and documentation if it believes that doing so may prejudice the interests of the Client in connection with the Project and/or involve the disclosure of commercially sensitive or Confidential Information. (v) Each Partnering Team member shall, in complying with its obligations under this clause 25.14, consult with each Project Team Members and the Client and attend such meetings as and when reasonably requested by the Client to discuss any matters arising under this Partnering Contract, any Project Appointment (if not this Partnering Contract) and/or in relation to the Project.
Whistleblowing	25.15	Each Partnering Team member shall ensure that staff engaged by the Partnering Team member in connection with the Project (and shall use reasonable endeavours to ensure that any staff engaged by any sub-contractor and/or sub-consultant, where appropriate) are aware of the requirements of the Public Interest Disclosure Act 1998, any whistle blowing policy that the Partnering Team member may have and the arrangements to be followed in the event of any staff having any concerns and wishing to make a disclosure pursuant to the Public Interest Disclosure Act 1998.
Sustainability	25.16	(i) In this clause 25.16 the terms below shall have the following meanings:- (a) "**Government Buying Standards**" means the standards published here:- **https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs** (or such other standards as the Client or the Client Representative may notify to the Partnering Team members in writing from time to time); and (b) "**Greening Government Commitments**" means the Government's policy to reduce its effects on the environment, the details of which are published here:- **https://www.gov.uk/government/collections/greening-government-commitments** (or such other policy as the Client or

		the Client Representative may notify to the Partnering Team members in writing from time to time). (ii) Each Partnering Team member shall:- (a) comply with the applicable Government Buying Standards; (b) provide, from time to time, in a format reasonably required by the Client, reports on the environmental effects of providing its works and/or services in relation to the Project; (c) maintain ISO 14001 (as the family of standards related to environmental management published by the International Organisation for Standardisation) or BS 8555 (as the standard published to help organisations improve their environmental performance by the British Standards Institution) or an equivalent standard intended to manage its environmental responsibilities; and (d) perform its obligations under this Partnering Contract in a way that:- 1. supports the Client's achievement of the Greening Government Commitments; 2. conserves energy, water, wood, paper and other resources; 3. reduces waste and avoids the use of ozone depleting substances; and 4. minimises the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
Client's cap on liability	25.17	As from the date of the Commencement Agreement, the Client's total aggregate liability to the Constructor for all matters arising under and/or in connection with this Partnering Contract (whether in contract, tort (including negligence) or any other basis of law) is limited to a sum equal to one hundred per cent (100%) of the Agreed Maximum Price (as adjusted in accordance with this Partnering Contract), provided that nothing in this clause 25.17 shall have the effect of excluding the liability of the Client to the Constructor for any matter for which it is not permitted under Applicable Law to exclude or limit, and/or to attempt to exclude or limit.
Constructor's cap on liability	25.18	(i) As from the date of the Commencement Agreement, the Constructor's total aggregate liability to the Client for all matters arising under or in connection with the Partnering Contract (whether in contract, tort (including negligence) or any other basis of law) other than in respect of: (a) the excluded matters referred to in clause 25.18(ii); and (b) any loss, damage, cost, expense or liability suffered or incurred (other than in respect of excluded matters referred to in clause

			25.18(ii)) which would be covered by a policy of insurance to be taken out and maintained pursuant to the requirements of this Partnering Contract were the parties to fully comply with such requirements and were each such policy to fully respond is limited to a sum equal to [**ONE HUNDRED AND FIFTY PERCENT**] (150%) of the Agreed Maximum Price (as adjusted in accordance with this Partnering Contract). (ii) The "**excluded matters**" for the purposes of clause 25.18(i) are: (a) death or personal injury caused by its negligence; (b) for fraud or fraudulent misrepresentation; (c) wilful default; (d) fines and penalties for infringement of any Applicable Law; (e) any liability of the Constructor under clause 9 (Intellectual Property); (f) any liability of the Constructor under clause 15.3(v) (Constructor on Site); (g) any liability of the Constructor under clause 21.9 (Liquidated damages); (h) any liability of the Constructor under clause 25.10 (Anti-bribery and corruption); (i) any liability of the Constructor under clause 25.13 (Anti-slavery and trafficking); and (j) for any matter for which it is not permitted under applicable law to exclude or limit, or to attempt to exclude or limit, its liability, provided always that the acts and/or omissions of the Constructor are deemed to include the acts or omissions of its Specialists (of any tier).
	25.19	(i)	For the purposes of this clause 25.19, the term "impact of COVID-19" includes but is not limited to the following events:- (a) the infection or suspected infection of any person engaged by the Partnering Team member or any of its sub-contractors and/or sub-consultants in connection with the Project by COVID-19; (b) the implementation by the Partnering Team member (or any of its sub-contractors and/or sub-consultants) of any public health measures mandated by the United Kingdom government (including Public Health England) in relation to COVID-19, including any:-

1. preventative measures intended to minimise the transmission of COVID-19 which result in shortages of labour and/or supervision in relation to the Project (including pursuant to any self-isolation measures and the restricted use of public transport); and

2. measures to contain COVID-19 resulting in the mandatory closure of the Site and/or any office(s) of the Partnering Team member and/or any of its sub-contractors and/or sub-consultants, restricted access to such site(s) and/or offices and/or amended working hours and/or methods that impact the delivery of the Project and the performance by the Partnering Team member of its duties and obligations under these Partnering Terms;

(c) the exercise by the United Kingdom government of any statutory power in connection with COVID-19 that is not occasioned by a default of the Partnering Team member or any person for whom the Partnering Team member is responsible; and

(d) the shortage of equipment, plant and/or materials intended for use by the Partnering Team member in connection with the Project due to a delay in their manufacture, importation and/or transportation as a consequence of COVID-19.

(ii) Without prejudice to any other provision of this Partnering Contract, each Partnering Team member acknowledges and agrees that it:-

(a) has complied (and will comply) with any requirements set out in the Project Brief (or specified by the Client in writing from time to time, acting reasonably) in connection with the management of and/or reporting by the relevant Partnering Team member in connection with the management and mitigation of the potential and actual impact of COVID-19 on the delivery of the Project (and the performance of the Partnering Team member's duties and obligations under these Partnering Terms);

(b) has and will maintain at all times during the performance of the Project suitable business continuity and absence management programmes in relation to the management and mitigation of the impact of COVID-19 on the delivery of the Project (and the performance of the Partnering Team member's duties and obligations under these Partnering Terms);

(c) (without prejudice to the generality of clause 3.7) will notify the Client as soon as reasonably practicable upon the Partnering Team member becoming aware of any potential and/or actual adverse impact on the delivery of the Project (and the performance of the Partnering Team member's duties and obligations under these Partnering Terms) attributable to the impact of COVID-19;

(d) shall at all times exercise the standard of skill and care referred to in clause 22.1 to mitigate the impact of COVID-19 on the delivery

		of the Project (and the performance of the Partnering Team member's duties and obligations under these Partnering Terms); and (e) shall, if requested by the Client from time to time (acting reasonably), confirm in writing what measures the relevant Partnering Team member has (and its sub-contractors and/or sub-consultants have) in place (or proposes to put in place) in order to so manage and mitigate the impact of COVID-19 on the delivery of the Project (and the performance of the Partnering Team member's duties and obligations under these Partnering Terms). (iii) Each Partnering Team member shall ensure that all subcontracts with its sub-contractors and/or sub-consultants reflect the requirements of this clause 25.19 on a mutatis mutandis basis. (iv) Notwithstanding anything to contract in the Partnering Contract, the Constructor shall not be entitled to any relief arising out of or in connection with COVID-19.
Cyber Essentials	25.20	The Client and the Constructor shall comply with the provisions of Appendix 10 (Cyber Essentials).
	26.	**TERMINATION**
Termination at anytime	26.1	Notwithstanding any other provision of this Partnering Contract: (i) the Client may, at any time and at its sole discretion, terminate the whole or part of the appointment(s) of any Partnering Team member in relation to this Partnering Contract and/or in relation to the Project (the "**Terminated Activities**"); and (ii) where the Client exercises its right of termination pursuant to clause 26.1(i):- (a) the Client shall issue to the relevant Partnering Team member a written notice (the "**Termination Notice**") stating the date on which the termination of the Terminated Activities shall become effective (the "**Termination Date**"), provided that the Termination Date shall be no earlier than twenty (20) Working Days after the date of the Termination Notice; (b) the Partnering Team member shall cease the Terminated Activities as soon as reasonably practicable upon receiving the Termination Notice and in any event prior to the Termination Date; (c) the Partnering Team member shall take all reasonable and proper steps to minimise and mitigate any losses and/or expenses (of any kind and without limitation) that it may or will incur as a consequence of the termination of the Terminated Activities; (d) as soon as reasonably practicable on or after the Termination Date (and as the context requires) the Client Representative or the

Client shall issue a payment notice to the relevant Partnering Team member pursuant to clause 20.3 and/or clause 20.4 respectively (the "**Termination Payment Notice**"), with such Termination Payment Notice setting out (as the "**Termination Sum**"):-

1. the value of any Terminated Activities properly carried out and completed by that Partnering Team member in accordance with this Partnering Contract as at the Termination Date and in respect of which the relevant Partnering Team member has applied for but has not yet received payment under this Partnering Contract as at the Termination Date;

2. the amount due and payable to that Partnering Team member in relation to any part of the Terminated Activities that have been provided by the Partnering Team member but which are not covered by clause 26.1(ii)(d)(1) as at the Termination Date;

3. the cost of any materials, goods and/or equipment previously ordered and held by the Partnering Team member exclusively for the purpose and with the reasonable expectation of providing the Terminated Activities as at the Termination Date, provided that the Partnering Team member has not already recovered the costs of the same from the Client in any previous application(s) for payment under this Partnering Contract and the Partnering Team member is able to provide written evidence (to the satisfaction of the Client, acting reasonably) that legal title in and ownership of the same shall transfer to the Client, unencumbered, immediately upon the Partnering Team member receiving the Termination Sum;

4. the cost of any materials, goods and/or equipment that had been ordered by the Partnering Team member exclusively for the purpose of providing the Terminated Activities prior to the date of the Termination Notice, provided that the Partnering Team member has acted proportionately in placing such order(s) and has used reasonable endeavours to try and terminate any such order as soon as reasonably practicable upon receiving the Termination Notice and the Partnering Team member is able to provide written evidence (to the satisfaction of the Client, acting reasonably) that physical possession, legal title in and ownership of the same shall transfer to the Client, unencumbered, immediately upon the Partnering Team member receiving the Termination Sum;

5. the amount of any Retention held by the Client pursuant to clause 21.8; and

		6. (as the context requires) the Partnering Team member's reasonably and properly incurred direct costs in the satisfaction of its obligations pursuant to clause 26.9; (e) the Client shall pay to the Partnering Team member the Termination Sum in accordance with the provisions of clause 20; (f) (as the context requires) the Price Framework (or any other fixed costs of the Partnering Team member which include its prices and/or costs in relation to the provision of the Terminated Activities) shall be adjusted and reduced on a pro rata basis to reflect the termination (and simultaneous removal from this Partnering Contract) of the Terminated Activities, calculated by reference to the content of the Price Framework (or such other document provided by that Partnering Team member which includes its prices and/or costs in relation to the provision of the Terminated Activities); and (g) the payment by the Client to the Partnering Team member of the Termination Sum (pursuant and subject to the provisions of clause 20) shall be the sole and exclusive remedy of that Partnering Team member arising out of or in connection with the termination of the Terminated Activities (whether in contract, tort (including negligence) or any other basis of law) and the Partnering Team member shall have no right to claim any amounts in respect of the termination above and beyond the Termination Sum, including (without limitation) amounts in respect of loss or deferment of anticipated or actual profit, loss of expectation, loss of revenue, loss of turnover, loss of use, loss of opportunity, loss of production, costs of finance, business interruption and/or redeployment of workforce or any similar damage or for any consequential or indirect losses of any other kind.
Bankruptcy or insolvency	26.2	If any Partnering Team member suffers an Insolvency Event, the appointment of that Partnering Team member under the Partnering Contract shall automatically terminate with immediate effect, provided that if the Client suffers an Insolvency Event, a Partnering Team member may not serve notice to terminate the Partnering Contract unless and to the extent that:- (i) in a case where the Client has entered administration, an administrative receiver of the Client has been appointed (otherwise than in succession to another administrative receiver), gone into liquidation and/or a provisional liquidator of the Client is appointed (otherwise than in succession to another provisional liquidator), the office-holder consents to the termination; (ii) in any other case, the Client consents to the termination; (iii) the court is satisfied that the continuation of the Partnering Terms would cause the relevant Partnering Team member hardship and grants permission for the termination; or

		(iv) the termination is otherwise permitted pursuant to s.233B of the Insolvency Act 1986 (as amended by the Corporate Insolvency and Governance Act 2020).
Termination for Partnering Team member breach (not Client or Constructor)	26.3	If at any time any Partnering Team member, other than the Client or the Constructor, shall breach materially the Partnering Contract and shall not remedy such breach within ten (10) Working Days from the date of notice from the Client (to any Consultant or any Specialist Partnering Team member appointed by the Client pursuant to clause 10.11) or from the Constructor (to any Specialist Partnering Team member appointed by the Constructor) in each case specifying the breach then, after notifying the Core Group of such breach and failure to remedy (and allowing not less than a further ten (10) Working Days from the date of such notification to receive and consider their recommendations), the Client or the Constructor as appropriate may terminate the appointment under the Partnering Contract of the Partnering Team member in breach by notice to that Partnering Team member with immediate effect (provided always that the opportunity for the Partnering Team member to remedy the breach giving rise to the Client's entitlement to terminate its appointment shall not apply where the termination relates to a Change of Control Event pursuant to clause 1.8(iii) and any notice of termination by the Client in respect of the same shall take effect immediately without the need for further written notice by the Client).
Termination for Constructor breach	26.4	In the event that:- (i) the Constructor, without entitlement under these Partnering Terms, ceases or suspends all or a significant part of the implementation of the Project or does not commence and continue to fulfil its responsibilities under the Partnering Contract in accordance with the Partnering Timetable and Project Timetable; (ii) the Constructor fails to comply with an instruction of the Client Representative that is in accordance with the Partnering Documents, following notice from the Client in accordance with clause 5.5; (iii) the Constructor breaches clause 25.2; (iv) the Constructor breaches clause 26.14; (v) the Constructor breaches clause 25.4 so as to adversely affect the interests of the Project or any Partnering Team member; (vi) the Client notifies the Constructor that its appointment under this Partnering Contract is terminated pursuant to clause 1.8; (vii) (in the context of the Constructor only) where the appointment of the Constructor under the Framework Agreement is terminated; or (viii) the Constructor materially breaches or persistently carries out minor breaches of this Project Partnering Agreement, and if the Constructor shall not remedy such breach within ten (10) Working Days from the date of notice from the Client specifying the breach then, after notifying the Core Group of such breach and failure to remedy (and allowing not less than a further ten (10) Working Days from the date of such notification to receive and consider their

		recommendations), the Client may terminate the appointment of the Constructor under the Partnering Contract by further notice to the Constructor with immediate effect (provided always that the opportunity for the Constructor to remedy the breach giving rise to the Client's entitlement to terminate its appointment shall not apply where the termination relates to one of the circumstances referred to in clause 26.4(vi) or clause 26.4(vii) and any notice of termination by the Client in respect of the same shall take effect immediately without the need for further written notice by the Client). Following termination of the appointment of the Constructor in accordance with this clause 26.4 or by reason of it suffering an event as described in clause 26.2 the remaining Partnering Team members may complete the Project using others and no further payment shall become due to the Constructor until the full and final cost of completion of the Project by others has been ascertained, at which time if such amount, when added to the amounts already paid to the Constructor in respect of the Project, exceeds the Agreed Maximum Price, then the difference shall be payable to the Client by the Constructor.
Termination for Client breach	26.5	In the event that the Client:- (i) obstructs any valuation pursuant to clause 20.3, or any notice pursuant to clause 20.4, or fails to make any payment due to the Constructor or a Consultant in accordance with the Partnering Documents by the final date for payment under clause 20.3 or clause 20.4 as applicable; (ii) breaches clause 25.2; (iii) breaches clause 26.13; and/or (iv) breaches clause 25.4 so as to adversely affect the interests of the Project or any Partnering Team member, and if the Client shall not remedy such breach within ten (10) Working Days from the date of notice specifying the breach from a Partnering Team member adversely affected by such breach then, after notifying the Core Group of such breach and failure to remedy (and allowing not less than a further ten (10) Working Days from the date of such notification to receive and consider their recommendations), the Partnering Team member who notified the breach may terminate its own appointment under the Partnering Contract by further notice to the Client with immediate effect. Within fifteen (15) Working Days from the date of such termination, or from the date of the Client suffering an event as described in clause 26.2, the Client Representative shall issue to the Constructor (if the Constructor has so terminated its appointment) a valuation pursuant to clause 20.3 or the Client shall issue to a Consultant (if that Consultant has so terminated its appointment) a notice pursuant to clause 20.4, in either case in respect of the total amount properly due up to the date of termination (including, in the case of termination by the Constructor, the value of all materials, goods and equipment in respect of which the Constructor has made commitment in accordance with the Project Timetable prior to the date of termination and has transferred unencumbered ownership to the Client, and the Constructor's reasonable costs under clause 26.9), and the Client shall pay such amount in accordance with clause 20.
Suspension or abandonment	26.6	If after the Date of Possession it becomes impossible to proceed with or complete the Project, by reason of the exercise by the Client of emergency powers or by reason of loss or damage to the Project caused by any risk required to be insured under clause 19.1, or any civil commotion, or any act or omission of the government of the country

		in which the Site is located or any local authority or statutory body or utility, or hostilities involving the country in which the Site is located, or terrorist activity, despite the Partnering Team members having used their best endeavours to avoid or overcome the consequences of any such event, then the Constructor shall give immediate notice to the Client Representative who shall convene a meeting of the Core Group to consider the problem and any possible solutions. Unless the Core Group recommends and the Client approves such a solution within twenty (20) Working Days from the date of the Constructor's notice, the Client by notice to all Partnering Team members shall suspend implementation of the Project and/or abandon the Project.
Consequences of suspension or abandonment	26.7	With effect from three (3) calendar months following Client notice of suspension or with immediate effect following Client notice of abandonment, in either case in accordance with clause 26.6, the appointments of all Partnering Team members shall automatically terminate unless they agree otherwise, and the Client Representative shall issue to the Constructor a valuation pursuant to clause 20.3 and the Client shall issue to each Consultant a notice pursuant to clause 20.4, in each case in respect of the total amount properly due up to the date of suspension or abandonment (including in the case of the Constructor the value of all materials, goods and equipment in respect of which the Constructor has made commitment in accordance with the Project Timetable prior to the date of suspension or abandonment and has transferred unencumbered ownership to the Client, and the Constructor's reasonable costs under clause 26.9) and the Client shall pay such amounts in accordance with clause 20.
Prevention of corruption	26.8	The Client shall be entitled to terminate the appointment of any other Partnering Team member by notice with immediate effect if that Partnering Team member gives any payment or other reward, the receipt of which is an offence under Section 117(2) of the Local Government Act.
Protection of Project	26.9	Immediately following termination of the Constructor's appointment pursuant to any of clauses 26.1, 26.2, 26.4, 26.5 or 26.8 or suspension or abandonment pursuant to clause 26.6, the Constructor shall properly protect and secure the Project and (except, in the event of suspension, pending operation of clause 26.7) deliver to the Client possession of the Site.
Replacement of Consultant	26.10	In the event of termination of the appointment of any Consultant under the Partnering Contract, the Client shall select a replacement Consultant of comparable expertise, subject to approval by the Constructor after Core Group Consultation, and shall arrange for such replacement Consultant to execute a Joining Agreement based on the form set out in Appendix 2, which the Client Representative shall arrange to be prepared and which the Client and the Constructor and the other Partnering Team members shall also execute. With effect from the date of a Joining Agreement executed in accordance with this clause 26.10, the replacement Consultant shall acquire all the rights and obligations of a Partnering Team member as a party to the Partnering Contract, for all purposes in place of the replaced Consultant but without prejudice to any liability of the replaced Consultant.
Notice of Client-appointed Specialist proposed termination	26.11	If any Specialist Partnering Team member appointed by the Client pursuant to clause 10.11 intends to terminate its appointment under its Specialist Contract by reason of breach by the Client, it shall first give not less than ten (10) Working Days' notice to all other Partnering Team members of its intention to do so and its reasons. Following such termination such Specialists may terminate its own appointment under the

		Partnering Contract by further notice to all other Partnering Team members with immediate effect.
Notice of Constructor-appointed Specialist proposed termination	26.12	If any Specialist Partnering Team member appointed by the Constructor intends to terminate its appointment under its Specialist Contract by reason of breach by the Constructor, it shall first give not less than ten (10) Working Days' notice to all other Partnering Team members of its intention to do so and its reasons. Following such termination such Specialist may terminate its own appointment under the Partnering Contract by further notice to all other Partnering Team members with immediate effect.
Termination of Specialist for Client breach	26.13	Termination of its appointment under a Specialist Contract by any Specialist Partnering Team member appointed by the Client pursuant to clause 10.11, as a result of the Client's breach, shall be a breach by the Client of the Partnering Contract.
Termination of Specialist for Constructor breach	26.14	Termination of its appointment under a Specialist Contract by any Specialist Partnering Team member, as a result of the Constructor's breach, shall be a breach by the Constructor of the Partnering Contract.
Other Partnering Team members	26.15	Notwithstanding termination of the appointment of any Partnering Team member, as between all other Partnering Team members the Partnering Contract shall remain in full force and effect.
Accrued rights and obligations	26.16	The termination of the appointment of any Partnering Team member shall not affect and shall be without prejudice to the mutual rights and obligations that Partnering Team member and all other Partnering Team members accrued at the date of such termination and the on-going rights and obligations of that Partnering Team member under:- (i) clause 3.2 and clause 3.2A (Methods of Communication); (ii) clause 8A (Planning and Consents); (iii) clause 9 (Intellectual Property); (iv) clause 19 (Insurance and Security); (v) clause 20 (Payment); (vi) clause 25.5 (Confidentiality); (vii) clause 25.6 (Data Protection Laws); (viii) clause 25.7 (Freedom of Information); (ix) clause 25.8 (Information Security); (x) clause 25.9 (Fraud and Prevention of Corruption); (xi) clause 25.10 (Anti-Bribery and Corruption);

		(xii) clause 26 (Termination); (xiii) clause 25.4, clause 27.6 and clause 27.7 (Governing Law and Jurisdiction); (xiv) clause 27 (Problem Solving and Dispute Avoidance or Resolution); and (xv) any other provision of this Partnering Contract which is expressed to survive or is implied as surviving termination or which is required to give effect to such termination or the effect of such termination.
	27.	**PROBLEM SOLVING AND DISPUTE AVOIDANCE OR RESOLUTION**
Notice of difference or dispute	27.1	As soon as it is aware of any difference or dispute with any one or more other Partnering Team members arising under or out of or in connection with the Partnering Contract or the Project (a "difference or dispute"), a Partnering Team member shall give notice to such other Partnering Team member or members copied to the Client Representative.
Problem-Solving Hierarchy	27.2	Upon receipt of notice in accordance with clause 27.1 (and pursuant always to the Problem-Solving Hierarchy), the Partnering Team members involved in a difference or dispute, guided as necessary by the Partnering Adviser or another party on behalf of the Client, shall apply the Problem-Solving Hierarchy described in the Project Partnering Agreement and shall use reasonable endeavours to ensure that their employees named in the Problem- Solving Hierarchy shall express their views and propose their solutions within its stated timetable in seeking to achieve an agreed solution to the notified difference or dispute.
Core Group review	27.3	Where application of the Problem-Solving Hierarchy does not achieve, within its stated timetable, a solution acceptable to all Partnering Team members involved in a difference or dispute, then the Client Representative shall convene a meeting of the Core Group at no more than ten (10) Working Days' notice, notifying them of all available information regarding the difference or dispute and inviting all involved Partnering Team members, who shall attend the meeting and make constructive proposals in seeking to achieve an agreed solution to the notified difference or dispute.
Conciliation, mediation or other alternative dispute resolution	27.4	If any difference or dispute is not resolved in accordance with clauses 27.2 and 27.3, and provided that no Partnering Team member has by reason of that difference or dispute exercised a right of termination under clause 26, then any Partnering Team member involved in such difference or dispute may refer it to conciliation in accordance with the procedure referred to in Part 1 of Appendix 5, or to mediation or any other form of alternative dispute resolution as the Partnering Team members involved in such difference or dispute may agree.
Adjudication	27.5	The procedures under clauses 27.1, 27.2, 27.3 and 27.4 are without prejudice to the rights of any Partnering Team member involved in a difference or dispute to refer it to adjudication, and any such reference shall be in accordance with the procedure referred to in Part 2 of Appendix 5.

Litigation	27.6	Any difference or dispute that is not resolved by adjudication in accordance with clause 27.5 may be referred by any Partnering Team member involved in such difference or dispute to the courts stated in the Project Partnering Agreement.
Law and jurisdiction	27.7	The Partnering Contract shall be governed by the laws of the country stated in the Project Partnering Agreement and shall be subject to the non-exclusive jurisdiction of the courts of that country.
Limitations	27.8	Notwithstanding the method of executing the Project Partnering Agreement and all and any other Partnering Documents, the limitation period for all and any claims and proceedings arising under or out of or in connection with the Partnering Contract or the Project shall be the period from the Completion Date stated in the Project Partnering Agreement. This limitation period shall not prevent claims and proceedings prior to the Completion Date or the conclusion of proceedings commenced prior to the expiry of such limitation period.
Prevention of duplicate claims	27.9	(i) In relation to any dispute between Partnering Team members, should a Partnering Team member ("**Claimant**") make a claim ("**Claim**") against any other Partnering Team member ("**Respondent**") the Claimant shall provide a copy of such Claims to the other Partnering Team members ("**Non-Participating Partnering Team Members**"). (ii) Following compliance by the Claimant with clause 27.9(i) the Claimant and/or the Respondent shall give notice (including full and detailed particulars) ("Settlement Proposal") to the Non-Participating Partnering Team Members of any proposed settlement to be reached between the Claimant and the Respondent in relation to the Claim (which settlement shall not become effective or binding ("**Settlement Agreement**") until after the date falling forty-five (45) days after the service of such notice). (iii) Provided that the Claimant and the Respondent have complied with clauses 27.9(i) and 27.9(ii) the Settlement Agreement shall be binding on all Partnering Team members in respect of the Respondent's aggregate liability to all Partnering Team members in respect of the event giving rise to the Claim, except that the Settlement Agreement shall not be binding on a Non-Participating Partnering Team Member who has, within thirty (30) days of receipt of a Settlement Proposal, issued a claim against the Respondent or the Claimant in respect of the event giving rise to the Claim.
Special Terms	**28.**	**SPECIAL TERMS**
		Any agreed terms amending or supplementing these Partnering Terms shall be identified as special terms by reference to this clause 28 and shall be set out in or attached to the Project Partnering Agreement or the Commencement Agreement.

APPENDIX 1B DEFINITIONS

(TO THE PARTNERING TERMS)

DEFINITIONS

In the Partnering Documents the following words and expressions shall have the following meanings, whether used in the singular or the plural and whatever their gender:-

4.20 Meeting Minutes – the minutes identified as such in the Project Partnering Agreement and/or the Commencement Agreement (as the context requires);

Affected ICT System – has the meaning given to such term in clause 7.12(ii);

Affected Party – has the meaning given to such term in clause 7.12(ii);

Affiliate – means, in relation to a Partnering Team member:-

(i) each holding company and subsidiary of such holding company (excluding that Partnering Team member);

(ii) each joint venture company in which that Partnering Team member holds at least twenty-five per cent (25%) of the voting rights or where that Partnering Team member has the right to appoint or remove at least twenty-five per cent (25%) of its board of directors;

(iii) each partnership and/or limited partnership in which that Partnering Team member is a partner (whether a limited or general partner); and/or

(iv) any limited liability partnership of which that Partnering Team member is a partner;

Agreed Maximum Price – the agreed price payable by the Client to the Constructor pursuant to the Price Framework and clause 12 of the Partnering Terms, subject to shared savings achieved pursuant to clause 13.2 and subject to other increases or decreases in accordance with the Partnering Terms;

Anti-Slavery Policies – has the meaning given to such term in clause 25.13(i)(c);

Anti-Slavery Requirements – has the meaning given to such term in clause 25.13(i)(a);

Anti-Slavery Terms – has the meaning given to such term in clause 25.13(iii)(a);

Anti-Virus Software – all software and programs of any type as developed, distributed and continuously maintained and/or updated by a reputable and industry-accepted cybersecurity and anti-virus software developer whose principal purpose is to:-

(i) detect and prevent the infection of an ICT System by Malicious Code; and/or

(ii) detect and remove Malicious Code from an ICT System and (as the context requires) inoculate that ICT System against such Malicious Code in the future;

best value – the most economic, efficient and effective manner appropriate to fulfilling the requirements of the Client under this Partnering Contract;

BIM Coordinator – the party identified as such in the Project Partnering Agreement and/or the Commencement Agreement (as the context requires) to ensure implementation of the BIM Protocol and co-ordinate the use of the BIM Model and input of data into the BIM Model;

BIM Model – the three dimensional BIM model in connection with the Project;

BIM Protocol – the protocol for the use and development of the BIM Model and input of data into the Business Information Model and as identified as such in the Project Partnering Agreement and/or the Commencement Agreement (as the context requires);

BPSS – the "Baseline Personnel Security Standard" as more particularly described in the Cabinet Office publication "HMG Personnel Security Controls (Version 2.0 – April 2014)" as may be amended, updated and/or replaced from time to time;

Budget – the Client's monetary allowance for the Project referred to in clause 12.3 of the Partnering Terms and as stated in the Price Framework;

Business Case – a business case proposed by the Constructor pursuant to clause 10.3 of the Partnering Terms, comprising prices and proposals seeking to justify Client approval of a Direct Labour Package or a Preferred Specialist without market testing;

Central Government Body – means a body listed in one of the following sub-categories of the "Central Government" classification of the "Public Sector Classification Guide", as published and amended from time to time by the Office for National Statistics:-

(i) government department;

(ii) non-departmental public body or assembly sponsored public body (advisory, executive, or tribunal);

(iii) non-ministerial department; or

(iv) executive agency;

CDM Regulations – the Construction (Design and Management) Regulations 2015;-

Central Office Overheads – agreed central office overheads as distinct from Site Overheads and Profit;

Change – any change in all or any part of the Project by way of addition, omission or variation of any kind or (subject to any other procedures stated in the Price Framework and the Project Timetable) by way of expenditure of a provisional sum identified in the Price Framework;

Change of Control – means in relation to a body corporate, such body corporate ceasing to be controlled (as defined by section 1124 of the Corporation Tax Act 2010) by the person(s) who controlled that body corporate as at the date of this Partnering Contract or where a Partnering Team member has joining this Partnering Contract after this date, the date of the Joining Agreement;

Change of Control Event – has the meaning given to such term in clause 1.8(i);

Claim – has the meaning given to such term in clause 27.9(i);

Claimant – has the meaning given to such term in clause 27.9(i);

Client – the party named in the Project Partnering Agreement to fulfil the role of Client as described in the Partnering Documents;

Client Consents – means:-

(i) those Consents (if any) which the Client shall be responsible for obtaining and/or maintaining in connection with the Project, as identified as such in the Project Partnering Agreement and/or the Commencement Agreement; and

(ii) any other Consent which only the Client is legally empowered to obtain or maintain;

Client Data – means:-

(i) any Materials that:-

(a) are Client Materials; and/or

(b) which a Partnering Team member is required to generate, process, store or transmit pursuant to this Partnering Contract; and/or

(c) any Personal Data for which the Client is the Controller;

Client ICT System – any ICT System used by the Client in connection with this Partnering Contract which is owned by and/or licensed to the Client by a third party and which interfaces with any Non-Client ICT System and/or which is provided for use by the Client in connection with this Partnering Contract (but excluding any Non-Client ICT System);

Client Materials – all Materials prepared by and/or on behalf of the Client and provided to any Partnering Team member with the Project (but excluding any Partnering Team Member Materials);

Client Representative – the party named in the Project Partnering Agreement to fulfil the role of Client Representative as described in the Partnering Documents, subject only to replacement in accordance with the Partnering Terms;

Client's Personnel – all employees, agents, consultants and Specialists of the Client (but excluding the Partnering Team members);

Client's Policies – the policies:-

(i) identified as such in the Project Partnering Agreement;

(ii) available on the Client's website at **www.gov.uk/moj**; and/or

(iii) as included and/or referred to in the Project Brief,

in each case as may be updated and/or replaced by the Client from time to time;

Code of Practice – the Department for Constitutional Affairs' "Code of practice on the discharge of functions of public authorities under Part 1 of the Freedom of Information Act 2000";

Commencement Agreement – an agreement governing commencement of the Project on Site, signed pursuant to clause 15.1 of the Partnering Terms and based on the form set out in Appendix 4;

Communications Protocol – the protocol (if any) identified as such in the Project Partnering Agreement;

Completion Date – the date that the Project achieves Project Completion in accordance with clause 21 of the Partnering Terms;

Confidential Information – means:-

(i) the terms and schedules of this Partnering Contract and anything referred to therein;

(ii) all Materials and any other information, including all Personal Data, which (however it is conveyed) is provided or otherwise disclosed by a Disclosing Party pursuant to or in anticipation of entering into this Partnering Contract, including in relation to:-

(a) the Disclosing Party's Group; and/or

(b) the operations, business, affairs, developments, Intellectual Property Rights, trade secrets, know-how, methods and techniques for construction and/or personnel of the Disclosing Party's Group;

(iii) other Materials and any other information provided by a Disclosing Party pursuant to or in anticipation of entering into this Partnering Contract that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to a Recipient's attention or into its possession in connection with this Partnering Contract;

(iv) discussions, negotiations, and correspondence between a Disclosing Party and/or any of its directors, officers, employees, consultants or professional advisers and a Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Partnering Contract and all matters arising therefrom; and

(v) any and all Materials and information of any type derived from any of the above,

in each case excluding any Materials or information:-

1. already in the possession of a party without an obligation of confidentiality in respect of such Materials or information prior to their disclosure by the relevant Disclosing Party;

2. obtained by a party on a non-confidential basis from a third party who is not, to its knowledge or belief, bound by a confidentiality agreement with the relevant Disclosing Party or otherwise prohibited from disclosing the information to that party;

3. already generally available and in the public domain at the time of its disclosure otherwise than by a breach of this Partnering Contract;

4. independently developed by a party without access to the Materials or information referred to above; and/or

5. relating to a Partnering Team member's performance under this Partnering Contract,

with the term "**party**" above meaning, as the context requires, a Partnering Team member or the Client;

Conflict of Interest – has the meaning given to such term in clause 25.11(i)(a);

Consensus – unanimous agreement following reasoned discussion;

Consent – any and all approvals, consents, permits, licences (including over third party land), qualifications, filings, exemptions, certificates, agreements (including Statutory Agreements) and permissions (including all planning permissions (whether outline or full) and consents and such other matters or authorisations whatsoever, including any conditions thereof (including Planning Conditions and reserved matters) as are lawfully and necessarily required from any Statutory Authority or third party (including any landowner and any consents relative to any utilities and crossings of roads and/or cables (whether temporary and/or permanent)) in connection with the Project), any other obligation under this Partnering Contract and/or all applicable laws;

Contract Records – has the meaning given to such term in clause 20.24(i);

Construction Phase Plan – the construction phase plan in accordance with regulation 12 of the CDM Regulations;

Constructor – the party named in the Project Partnering Agreement to fulfil the role of Constructor as described in the Partnering Documents, subject only to replacement in accordance with the Partnering Terms;

Constructor Framework Agreement – the framework agreement identified as such in the Project Partnering Agreement;

Constructor's Change Submission – a document to be submitted by the Constructor pursuant to clause 17.2 of the Partnering Terms, comprising its proposals as to the effect of a proposed Change;

Constructor's Services – any design or other services, other than Pre-Construction Activities, agreed to be performed by the Constructor prior to the date of the Commencement Agreement as set out in any Constructor's Services Schedule forming part of the Project Brief;

Constructor's Services Schedule – a document forming part of the Partnering Contract describing the Constructor's Services;

Consultant – any party, including the Client Representative and the Principal Designer, providing to the Client design or other services in relation to the Project;

Consultant Framework Agreements – the framework agreements identified as such in the Project Partnering Agreement (each being a "**Consultant Framework Agreement**");

Consultant Payment Terms – a document forming part of the Partnering Contract describing the amounts payable by the Client to a Consultant and the terms of payment;

Consultant Services – the services described in a Consultant Services Schedule;

Consultant Services Schedule – a document forming part of the Partnering Contract describing the role, expertise and responsibilities of a Consultant;

Consultation – such consultation as shall be reasonable without delaying the Project and without delaying any necessary action of any Partnering Team member for the benefit of the Project;

Controller – has the meaning given to such term in the GDPR;

Copyright – has the meaning given to such term in section 1 of Part 1 of Chapter 1 of the Copyright, Designs and Patents Act 1988;

Core Group – the individuals identified in the Project Partnering Agreement as Core Group members, subject only in each case to replacement in accordance with the Partnering Terms, and so that references shall apply to each and all Core Group members;

COVID-19 - the strain of coronavirus known as coronavirus infectious disease 2019 (COVID-19) and/or the causative virus known as severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), including any mutations and/or strains of COVID-19 and/or SARS-CoV-2 recognised by the World Health Organization;

Crown – the Government of the United Kingdom (including the Northern Ireland Executive Committee and the Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales) including but not limited to government ministers, government departments, government in particular bodies and government agencies;

Data Loss Event – any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Partnering Contract and/or actual or potential loss and/or destruction of such Personal Data, including any Personal Data Breach;

Data Protection Impact Assessment – means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;

Data Protection Laws –

(i) the GDPR;

(ii) the LED;

(iii) the Data Protection Act 2018 (to the extent it relates to Processing of Personal Data and privacy); and

(iv) all applicable laws about the Processing of Personal Data and privacy;

Data Protection Officer – has the meaning given to such term in the GDPR;

Data Protection Schedule – the schedule identified as such in the Project Partnering Agreement (or the Commencement Agreement, as the context requires);

Data Subject – has the meaning given to such term in the GDPR;

Data Subject Access Request – a request made by, or on behalf of, a Data Subject under the Data Protection Laws to access its Personal Data;

Date for Completion – the agreed date for Project Completion, as stated in the Commencement Agreement;

Date of Possession – the agreed date for commencement of the Project on Site, as stated in the Commencement Agreement;

day – a calendar day (whether a Working Day or otherwise);

DBS Check – a "standard", "enhanced" or "enhanced with lists" check (or any other equivalent check required by the Client at its sole discretion) undertaken by the Disclosure and Barring Service (or such successor or replacement or alternative organisation as may be established from time to time);

Decant Protocol – the protocol (if any) identified as such in the Project Partnering Agreement and/or the Commencement Agreement (as the context requires);

defect – is a part of the Project (whether designed or treated as having been designed by the Constructor and including any shrinkages and/or faults) which is not in accordance with

- the Partnering Documents (including the Commencement Agreement);
- the designs for the Project;
- applicable law;
- the Consents; or
- any other part of or requirement in this Partnering Contract;

Defects Liability Period – the period following Project Completion during which the Constructor shall have responsibility for rectification of defects in accordance with clause 21.4 of the Partnering Terms;

Definitions – the definitions set out in this Appendix 1;

Design Team – the Partnering Team members named in the Project Partnering Agreement or in a Joining Agreement as Design Team members, subject only in each case to replacement in accordance with the Partnering Terms, and so that references shall apply to each and all Design Team members;

Direct Labour Package – any part of the Project undertaken by the Constructor using its own direct labour;

Disclosing Party – means a party which discloses or makes available, directly or indirectly, its Confidential Information to a Recipient;

Disclosing Party's Group – means:-

(i) where the Disclosing Party is a Partnering Team member, that Partnering Team member, its Non-Client Personnel and its Affiliates; and

(ii) where the Disclosing Party is the Client, the Client and any Central Government Body with whom it or a Partnering Team member interacts in connection with this Partnering Contract;

Disclosure and Barring Service – is a non-departmental public body sponsored by the Home Office and established under the provisions of the Protection of Freedoms Act 2012 that is responsible for decision-making and the maintenance of barring lists in relation to the children's and vulnerable adults sectors;

DOTAS – the "Disclosure of tax avoidance schemes rules" which require a promoter of tax schemes to notify Her Majesty's Revenue and Customs of notifiable arrangements or proposals and provide prescribed information on them within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act and as extended to NICs by the National Insurance (Application of Part 7 of the Finance Act 2004) Regulations 2012 (SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;

Early Warning – early warning in accordance with the system described in clause 3.7 of the Partnering Terms;

Employment and Skills Strategy – the Client's employment and skills strategy identified as such in the Project Partnering Agreement and/or the Commencement Agreement (or as notified by the Client to the Partnering Team in writing from time to time);

Environment – all and any land, water and air including air within any natural or man-made structure above or below ground;

Environmental Information Regulations – the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

Environmental Laws – any law or statutory instrument having effect in the country in which the Site is located and any notice or requirement issued by any competent authority concerning the protection of human health or the Environment or the generation, transportation, storage, use, treatment or disposal of Hazardous Substances;

Environmental Risk Insurance – any insurance covering the consequences of environmental risks arising in relation to the Project, taken out pursuant to clause 19.5 of the Partnering Terms;

Equality Requirements – has the meaning given to such term in clause 25.12(i);

ESP – the employment and skills plan produced by the Constructor and identified as such in the Project Partnering Agreement and/or the Commencement Agreement to be complied with and implemented by the Constructor in order to execute the Employment and Skills Strategy;

Final Account – the account produced by the Client Representative for agreement pursuant to clause 20.15 of the Partnering Terms, showing the final balance of the Agreed Maximum Price due between the Client and the Constructor;

Finance Act – the Finance Act 2004 which governs the Construction Industry Scheme 2007 and any re-enactments, amendments and relevant regulations;

Force Majeure Event – is any of the following events (and any circumstance arising as a direct consequence of any of the following events, other than any circumstances which are excluded in the description of such event):

(i) war, hostilities (whether war is declared or not), invasion, act of foreign enemies;

(ii) rebellion, revolution, insurrection, military or usurped power, or civil war;

(iii) acts of terrorism and action of the United Kingdom government in response to the threat of an act of terrorism;

(iv) riot, civil commotion, disorder, sabotage, or acts of vandalism and neither involving solely nor originating with the personnel or other employees of the Partnering Team member or lower tier subcontractors or the employees or subcontractors of any group company associated with the Partnering Team member;

(v) munitions of war or explosive materials, ionizing radiation or contamination by radioactivity, except where attributable to the Partnering Team member's use of such munitions or explosives; and

(vi) pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds;

FOIA – the Freedom of Information Act 2000 and any subordinate legislation (as defined in section 84 of the Freedom of Information Act 2000) made under or pursuant to the Freedom of Information Act 2000 from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant government department in relation to such Act (including the Code of Practice);

Foreground Materials – all Materials created by or on behalf of a Partnering Team member in connection with the Partnering Contract and/or the Project, but excluding any Partnering Team Member Background Materials.

Framework Agreement – the framework agreement (if any) identified as such in the Project Partnering Agreement;

Fraud – any offence under the law creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Crown or defrauding or attempting to defraud or conspiring to defraud the Crown;

Free Issue Inspection Period – the period identified as such in a Commencement Agreement;

Free Issue Materials – any materials identified as such in a Commencement Agreement;

GDPR – means:-

(i) Regulation (EU) 2016/679 of the European Parliament and of the European Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation); and

(ii) Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018;

General Anti-Abuse Rule – means:-

(i) the legislation in Part 5 of the Finance Act 2013; and

(ii) any future Applicable Law in relation to the counteraction tax advantages arising from abusive arrangements and to avoid NICs;

Good Practice Guide – has the meaning given to such term at clause 15.2A(iii)(c);

Government Buying Standards – has the meaning given to such term at clause 25.16(i)(a);

Greening Government Commitments – has the meaning given to such term at clause 25.16(i)(b);

Halifax Abuse Principle - the principle explained in the CJEU Case C-255/02 Halifax and others;

Handover Documents – the documents identified as such in the Project Brief;

Hazardous Substances – any natural or artificial substance (whether in solid or liquid form or in the form of gas or vapour and whether alone or in combination with any substance) intrinsically capable of causing harm to man or any other living organism supported by the Environment or of damaging the Environment or public health and including but not limited to any controlled, hazardous, toxic or dangerous waste;

HGCRA – the Housing Grants Construction and Regeneration Act 1996 and any re-enactments, amendments and relevant regulations;

HM Government Baseline Personnel Security Standard - the personnel security standard published here: **www.gov.uk/government/publications/government-baseline-personnel-security-standard** (as may be updated from time to time).

ICT – information and communications technology;

ICT System – means an information and communications technology system that principally (but not exclusively) uses computer systems and digital technology to store, retrieve, transmit and/or manipulate data of any type (including all associated and ancillary hardware, software, telecommunications systems, data networks, servers, interfaces, active and passive data back-up systems, devices, peripherals, equipment, infrastructure, ducts, cabling and ancillary fixtures and fittings and power supplies);

Identifying Party – has the meaning given to such term in clause 7.12(ii);

Incentives – the incentives for improved performance by Partnering Team members set out in the Project Partnering Agreement or otherwise recommended by the Core Group and approved by the Client in accordance with clauses 13.1, 13.2 and 13.3 of the Partnering Terms, including without limitation any shared savings, shared added value, pain/gain shares and links between payment and achievement of the Date for Completion or any of the Targets;

Information and Security Requirements – means the information and security requirements of the Client as identified as such in the Project Partnering Agreement (as may be updated and/or replaced by the Client by written notice to the Partnering Team members from time to time);

Insolvency Event – a situation where any of the following events occurs in relation to a Partnering Team member:-

(i) an order is made for its winding up or a petition or notice is presented or a meeting is convened for the purpose of considering a resolution for its winding up or any such resolution is passed;

(ii) a receiver (including any administrative receiver) or similar person is appointed in respect of, or an encumbrancer takes possession of, the whole or any part of any of its property, assets or undertaking or any step is taken by any person to enforce any rights under or pursuant to any security interest or encumbrance of any kind over any of its undertaking, property or assets;

(iii) an administrator is appointed (whether by the court or otherwise) or any step is taken (whether in or out of court) for the appointment of an administrator or any notice is given of an intention to appoint an administrator;

(iv) any distress, execution, sequestration or other similar process is levied or applied for in respect of the whole or any part of any of its property, assets or undertaking which is not remedied within fourteen (14) days of the same;

(v) any composition in satisfaction of its debts or scheme of arrangement of its affairs or compromise or arrangement between it and its creditors generally (or any class of its creditors) and/or its members is proposed, applied for, sanctioned or approved;

(vi) it is unable to pay its debts for the purposes of the Insolvency Act 1986, or becomes insolvent under any applicable legislation;

(vii) a monitor is appointed or any document is filed at court to obtain or apply for a moratorium or an order is made for a moratorium to come into force in respect of the Partnering Team member; or

(viii) any event analogous to any of the above occurs,

in each case, in any jurisdiction where that Partnering Team member carries on business or has assets;

Intellectual Property Rights – any and all current and future intellectual or industrial property rights of any nature anywhere in the world (whether legal or equitable and whether registered or unregistered), including patents, copyrights (including related moral rights), design rights, trademarks, trade secrets, know-how, methodologies, processes and other intellectual property rights of a similar nature (whether or not subsisting in computer software, computer programmes, websites, materials, information, techniques, business methods, drawings, logos, instruction manuals, lists, procedures, marketing methods and procedures and advertising literature), together with any right to apply for or register any of the foregoing;

Interested Parties – any one or more organisations or groups of individuals, as referred to in clause 3.9 of the Partnering Terms, who are not Partnering Team members and who have an interest relating to the Project;

IR35 Contractor – means any Non-Client Personnel or any individual engaged either directly by a Consultant (or via any other intermediary or intermediaries) through a limited company or partnership which meets the conditions specified in sections 61O or 61P (as applicable) of ITEPA;

ITEPA – the Income Tax (Earnings and Pensions) Act 2003;

Joining Agreement – an agreement entered into pursuant to clause 10.2 or clause 26.10 of the Partnering Terms, based on the form set out in Appendix 2;

Joining Party – a Specialist or Consultant who enters into a Joining Agreement with the other Partnering Team members;

Key Personnel – has the meaning given to such term in clause 5.8(i);

Know-How – all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the Project but excluding know-how already in the possession of the Client or any other Partnering Team member before the date of the Project Partnering Agreement;

KPIs – the key performance indicators set out in Appendix 8 or otherwise agreed between the Partnering Team members for measurement of their performance in relation to the Project in accordance with clauses 4.2, 13.3 and 23 of the Partnering Terms;

Latent Defects Insurance – any insurance covering latent defects, taken out pursuant to clause 19.6 of the Partnering Terms;

Late Payment Act – the Late Payment of Commercial Debts (Interest) Act 1998 and any re-enactments, amendments and relevant regulations;

Lead Designer – the Partnering Team member named in the Project Partnering Agreement to fulfil the role of Lead Designer as described in the Partnering Documents, subject only to replacement in accordance with the Partnering Terms;

LED – the Law Enforcement Directive (Directive (EU) 2016/680);

Local Government Act – the Local Government Act 1972 and any re-enactments, amendments and relevant regulations;

Malicious Code – any software program or code that is intended to destroy, interfere with, corrupt and/or detrimentally affect program files, data or other information, executable code or application software macros,

whether or not its operation is immediate or delayed, and whether introduced wilfully, negligently or without knowledge of its existence;

Materials – all technical information, drawings, models, plans, specifications, schedules, digital models and databases (provided that the same do not contain any Personal Data) (including relating to BIM), costings, budgets, calculations, bill of quantities, estimates and valuations (except where the same relate to documents produced solely for a Partnering Team member's own internal pricing purposes), photographs, brochures, reports, meeting notes, and any other materials, in any medium provided by or prepared on behalf of a Party (in each case as may be amended or replaced from time to time) in connection with this Partnering Contract and/or the Project;

Method Statement – the Project-specific method statement produced by the Constructor and identified as such in the Project Partnering Agreement and/or the Commencement Agreement which sets out in detail how the Constructor shall implement the ESP;

NICs – national insurance contributions;

Non-Client ICT System – any ICT System which is owned by a Partnering Team member and/or licensed to that Partnering Team member by a third party and which is operated by the a Partnering Team member and/or any of its Non-Client Personnel in connection with this Partnering Contract (and excluding any Affected ICT System);

Non-Client Personnel – the Constructor's and any Partnering Team members' employees, consultants and/or Specialists and all other individuals for whom they are responsible at any tier (other than the Client's Personnel);

Non-Participating Partnering Team Members – has the meaning given to such term in clause 27.9(i);

Occasion of Tax Non-Compliance – where any tax return of the Constructor or a Consultant (as the case may be) submitted to a Relevant Tax Authority on or after 1 October 2012 is found on or after 1 April 2013 to be incorrect as a result of:-

(i) a Relevant Tax Authority successfully challenging the Constructor or Consultant (as the case may be) under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any rules or Applicable Law that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;

(ii) the failure of an avoidance scheme which the Constructor or Consultant (as the case may be) was involved in, and which was, or should have been, notified to a Relevant Tax Authority under DOTAS or any equivalent or similar regime; and/or

(iii) where any tax return of the Constructor or Consultant submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise, on or after 1 April 2013, to a criminal conviction in any jurisdiction for tax related offences which is not spent at the date of the Project Partnering Agreement or to a civil penalty for fraud or evasion;

Open-book – involving the declaration of all price components including Profit, Central Office Overheads, Site Overheads and the costs of materials, goods, equipment, work and services, with all and any relevant books of account, correspondence, agreements, orders, invoices, receipts and other relevant documents available for inspection;

Operation – use, occupation, operation, maintenance, repair, alteration and demolition;

Operational Party – each party identified as such in the Project Partnering Agreement and each other party identified as such by written notice from the Client Representative to the Partnering Team members from time to time;

Party – means the Client, Constructor and each Consultant (and any additional parties to this Partnering Contract from time to time) and the term "**Parties**" shall be construed accordingly;

Partnering Adviser – any partnering adviser named in the Project Partnering Agreement, subject only to replacement in accordance with the Partnering Terms;

Partnering Contract – the partnering contract created by and between the Partnering Team members;

Partnering Documents – the documents governing implementation of the Project and the partnering relationships between the Partnering Team members, as described in clause 2 of the Partnering Terms;

Partnering Team – the Partnering Team members who execute the Project Partnering Agreement or any Joining Agreement, subject only in each case to replacement in accordance with the Partnering Terms, and so that references shall apply to each and all Partnering Team members;

Partnering Team Member Background Materials – all Materials:

(i) owned by a Partnering Team member before the date of the Project Partnering Agreement;

(ii) created by a Partnering Team member independently of this Partnering Contract; and/or

(iii) created by a Partnering Team member independently of the Project,

in each case which are or will be used by that Partnering Team member on or after the date of the Project Partnering Agreement in connection with this Partnering Contract and/or the Project.

Partnering Team Member Materials – all Partnering Team Member Background Materials and/or Foreground Materials (as the context requires);

Partnering Terms – the partnering terms, including appendices, as annexed to the Project Partnering Agreement;

Partnering Timetable – the timetable set out in or based on the form set out in Appendix 6 (or in such location as is otherwise specified in the Project Partnering Agreement) governing the activities of the Partnering Team members in relation to the Project prior to the date of the Commencement Agreement;

Personal Data – has the meaning given to such term in the GDPR;

Personal Data Breach – has the meaning given such term in the GDPR;

Personnel Vetting Procedure – the Client's procedures for the vetting of the Non-Client Personnel as advised to the Partnering Team members by the Client in writing from time to time;

Planning Conditions – the conditions relating to a Planning Consent as specified by the relevant Statutory Authority (and as may be updated from time to time at the Statutory Authority's sole discretion);

Planning Consents – the Statutory Authority's written consent in relation to planning approval for the Project;

Pre-Construction Activities – any activities, other than Constructor's Services, forming part of the Project and undertaken by the Constructor on or off Site prior to the date of the Commencement Agreement;

Pre-Construction Agreement – any agreement governing Pre-Construction Activities, signed pursuant to clause 13.5 of the Partnering Terms and based on the form set out in Appendix 3;

Pre-Construction Information – the information to be provided in accordance with regulation 4 of the CDM Regulations;

Preferred Specialist – a Specialist proposed by the Constructor in a Business Case;

Price Framework – the price framework for the Project, subject to development in accordance with clause 12 of the Partnering Terms;

Principal Designer – the party identified as such in the Project Partnering Agreement, subject only to replacement in accordance with this Partnering Contract;

Problem-Solving Hierarchy – the arrangements for any difference or dispute to be referred within strict time limits to increasingly senior individuals representing each Partnering Team member involved in that difference or dispute, as set out in the Project Partnering Agreement and as referred to in clause 27.2 of the Partnering Terms;

Process – has the meaning given to "**processing**" under the Data Protection Laws (and "**Processed**" and "**Processing**" shall be construed accordingly);

Processor – has the meaning given to such term in the GDPR;

Processor Personnel – all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in performing the Processor's obligations under this Partnering Contract;

Profit – agreed gain from the Project as distinct from Central Office Overheads and Site Overheads;

Project – the project (including all incidental activities), as described in the Partnering Documents;

Project Appointment – has the meaning given to such term in clause 25.14(i)(a);

Project Bank – the bank (if any) operating the Project Bank Account as named in Commencement Agreement;

Project Bank Account — the bank account set up by the Client and the Constructor with the Project Bank to allow direct payments to be made to the Project Bank Account Parties;

Project Bank Account Agreement — an agreement entered into pursuant to clause 20.19 of the Partnering Terms in a form agreed in writing between the Client and the Constructor or (if appropriate) in the format required by the Project Bank;

Project Bank Account Parties — the Constructor, those Specialists who execute the Project Bank Account Agreement and any Specialists who may subsequently become a party to the Project Bank Account Agreement;

Project Brief – the brief provided by the Client in relation to the Project as identified as such in the Project Partnering Agreement and/or the Commencement Agreement (as the context requires);

Project Completion – is when the Constructor has:-

(i) completed the Project (or, as the context requires, a Section of the Project) in accordance with the Partnering Documents (including the Commencement Agreement);

(ii) satisfied and discharged any requirements and/or obligations in the Partnering Documents (including the Commencement Agreement) the satisfaction or discharge (as applicable) of which is stated as being a precondition to Project Completion in respect of the whole of the Project (or, as the context requires, a Section);

(iii) (in respect of Project Completion of the whole of the Project only) provided to the Client (or such other third party as the Client has specified in advance and in writing) each and every collateral warranty and/or manufacturer warranty that the Constructor is required to provide and/or procure pursuant to and in accordance with clause 22.2 to clause 22.6 (inclusive) as at that date (provided always that the Client (or the Client Representative) has first notified the Constructor of the requirement for it to provide (or procure) the same within a period no shorter than the relevant period stated for the relevant collateral warranty and/or the manufacturer warranty as stated in the Project Partnering Agreement); and

(iv) corrected notified defects save for any minor items of incomplete work or minor defects, the existence, completion and/or rectification of which in the reasonable opinion of the Client Representative would not prevent or interfere with the use (or the fitting out for use) of the Project (or relevant Section thereof) by the Client or any third party and are identified by the Client Representative as "snagging" items, with the Client Representative notifying the Constructor of the reasonable period following Project Completion within which such "snagging" items are to be rectified by the Constructor.

completion of the Project in accordance with the Partnering Documents necessary for the Client to use and occupy the Project to the agreed standards;

Project Consultant – each party identified as such in the Project Partnering Agreement and each other party identified as such by written notice from the Client Representative to the Partnering Team members from time to time;

Project Focused – has the meaning given to such term in clause 25.14(i)(c);

Project Partnering Agreement – the project partnering agreement executed by the original Partnering Team members;

Project Proposals – the proposals submitted by the Constructor for achieving the Project Brief, subject to development in accordance with clauses 8 and 10 of the Partnering Terms;

Project Team Member – has the meaning given to such term in clause 25.14(i)(b);

Project Timetable – the timetable agreed in accordance with clause 6 of the Partnering Terms for implementation of the Project after the date of the Commencement Agreement;

Protective Measures – all appropriate technical and organisational measures ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it, including those outlined in the Data Protection Schedule;

Quality Management System – the quality management system for the Project referred to in clause 16.3 of the Partnering Terms;

Recipient – means the party which receives or obtains, directly or indirectly, Confidential Information from a Disclosing Party;

Regulator Correspondence – any correspondence from the Information Commissioner's Office, or any successor body, in relation to the Processing of Personal Data under this Partnering Contract;

Relevant Conviction – save in relation to minor road traffic offences, any previous pending prosecutions, convictions, cautions and binding-over orders (including any spent convictions as contemplated by section 1(1) of The Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order);

Relevant Tax Authority – Her Majesty's Revenue & Customs, or, if applicable, a tax authority in the jurisdiction in which the Constructor or Consultant (as the case may be) is established.

Reputational Risk – has the meaning given to such term in clause 25.11(i)(b);

Request for Information – a request for information relating to this Partnering Contract or apparent request for such information under the FOIA or the Environmental Information Regulations;

Required Apprenticeship Percentage – the percentage (if any) identified as such in the Project Partnering Agreement;

Required SME Percentage – is the percentage identified as such in the Project Partnering Agreement;

Respondent – has the meaning given to such term in clause 27.9(i);

Retention – has the meaning given to such term at clause 21.11(i);

Retention Percentage – has the meaning given to such term at clause 21.11(ii);

Risk Management – a structured approach to ensure that risks are identified at the inception of the Project, that their potential impacts are allowed for and that where possible such risks or their impacts are minimised;

Risk Register – any risk register set out in or based on the form set out in Appendix 7 (or in such location as is otherwise specified in the Project Partnering Agreement) or otherwise agreed between the Partnering Team members and describing recognised risks and the agreed Risk Management actions of the Partnering Team members;

Section – any section of the Project as referred to in clause 6.3 of the Partnering Terms;

Security Aspects Letter – the document identified as such in the Project Partnering Agreement or the Commencement Agreement (as the context requires);

Security Management Plan – the document identified as such in the Project Partnering Agreement or the Commencement Agreement (as the context requires);

Security Measures – any and all active and passive, peremptory, contingent and other physical and procedural security and safeguarding measures, deterrents, countermeasures and precautions, designed, taken, implemented and/or intended (including software and coding solutions, as well as physical and strategic solutions) to:-

(i) maintain the safety of persons and public and personal property;

(ii) prevent the risk of any person being exposed to actual or potential death, personal injury or any other type of harm;

(iii) prevent the risk of actual or potential damage or harm to public and personal property howsoever caused (including by fire);

(iv) maintain political, national and/or international security;

(v) prevent the access to a location (or part thereof), persons, information and/or any electronic or information technology system by unauthorised persons or parties; and/or

(vi) (as the context requires) facilitate the detention or imprisonment (or continued detention or imprisonment) of persons, in accordance with applicable law;

such as intruder detector systems, lighting systems, surveillance systems, natural surveillance models, physical barriers, information technology systems, communications systems, access control systems, screening arches and areas, entry systems, fire security and safety systems, reinforced glass and strategic and/or any internal or external layouts.

Security Requirements – means the security requirements of the Client as identified as such in the Project Partnering Agreement (as may be updated and/or replaced by the Client by written notice to the Partnering Team members from time to time);

Settlement Agreement – has the meaning given to such term in clause 27.9(ii);

Shared Savings Scheme – is (if used) the scheme identified as such in the Project Partnering Agreement;

Site – the site of the Project including everything above and below it and as identified in the Project Brief;

Site Conditions – the physical conditions and other conditions of or affecting the Site and/or the sub-surface and/or sub-soil of the Site including (but not limited to) climatic, hydrological, hydro-geological, environmental, geotechnical, geological and archaeological conditions, adjacent properties, services and pipes below or over the surface of the Site and any structures or sub-structures on the Site;

Site Overheads – agreed Site-specific overheads as distinct from Central Office Overheads and Profit;

Site Surveys – the surveys identified as such in the Project Partnering Agreement and/or the Commencement Agreement (as the context requires);

Special Terms – any terms agreed to amend or supplement the Partnering Terms pursuant to clause 28, as set out in or attached to the Project Partnering Agreement or the Commencement Agreement;

Specialist – any party, including if so agreed a former Consultant, providing to the Constructor (or, under clause 10.11, to the Client) works or services or supplies of goods, materials or equipment forming part of the Project and including any party to whom the Constructor sub-contracts its duties and obligations under (and as permitted by) this Partnering Contract;

Specialist Contract – a document governing the appointment of any Specialist;

Specialist Payment Terms – a document annexed to the Project Partnering Agreement or to a Joining Agreement (and if so forming part of the Partnering Contract) or forming part of a Specialist Contract, describing the amounts payable to a Specialist and the terms of payment;

SSCBA – the Social Security Contributions and Benefits Act 1992;

Statutory Agreement – an agreement with a Statutory Authority in connection with the Project, including pursuant to section 38 and/or section 278 of the Highways Act 1980 and/or pursuant to section 104 of the Water Industry Act 1991 and/or pursuant to section 106 of the Town and Country Planning Act 1990 and/or section III of the Local Government Act 1972;

Statutory Authority – any governmental or local authority, statutory undertaker or other body of competent jurisdiction:-

(i) which has any jurisdiction with regard to the performance of a Partnering Team member's obligations under this Partnering Contract in any jurisdiction;

(ii) which has any jurisdiction with regard to the Project, including any jurisdiction to control the development on the Site or any part of it;

(iii) with whose requirements the Client is required or accustomed to comply; and

(iv) with whose systems the Project are or will be connected,

with "**statutory body or utility**" being construed accordingly (as the context requires);

Sub-Consultant – any party to whom a Consultant sub-contracts its duties and obligations under (and as permitted by) this Partnering Contract from time to time;

Sub-Processor – any third party appointed to Process any Personal Data on behalf of a Processor in connection with this Partnering Contract.

Sustainability – measures intended to achieve reduced carbon emissions, reduced use of energy and of natural and manmade resources, improved waste management, improved employment and training opportunities, and any other measures intended to protect or improve the condition of the Environment or the wellbeing of people;

Targets – the KPI targets set out in Appendix 8 or otherwise agreed by the Partnering Team members;

Terminated Activities – has the meaning given to such term in clause 26.1(i);

Termination Date – has the meaning given to such term in clause 26.1(ii)(a);

Termination Notice – has the meaning given to such term in clause 26.1(ii)(a);

Termination Payment Notice – has the meaning given to such term in clause 26.1(ii)(d);

Termination Sum – has the meaning given to such term in 26.1(ii)(d);

Third Party Agreement – each and every agreement relating to and/or affecting the Project or the completed Project (including its execution and/or design) or any part of the Project which has been entered into by the Client and disclosed to the Partnering Team members on or before the date of this Partnering Contract (including any agreements referred to as such in the Project Brief and any agreements identified as such pursuant to clause 21);

User – any person or party using the Project;

Value Engineering – a structured system for the review of the design, supply and construction process to identify options and scope for improvement, including reduced capital and/or whole life costs, improved buildability and improved functionality;

Value Management – a flexible but structured management approach aimed at achieving a solution that meets the Client's needs while achieving best value;

VAT – Value Added Tax at the current applicable rate;

Value Engineering Instruction – has the meaning given to such term in clause 13.2A(iv)(1);

Value Engineering Opportunity – has the meaning given to such term in clause 13.2A(ii)(b);

Value Engineering Proposal – has the meaning given to such term in clause 13.2A(ii)(b);

Vesting Agreement means a vesting agreement in the form identified as such in the Project Partnering Agreement and/or the Commencement Agreement (as the context requires);

Vetting and Barring Scheme – the scheme set up under the provisions of the Safeguarding Vulnerable Groups Act 2006;

Volume Supply Agreement – an agreement under which materials, goods or equipment are offered on preferential terms as to price, warranty, availability of parts, maintenance or otherwise;

Whole Project Insurance – any insurance covering all aspects of the Project, taken out pursuant to clause 19.7 of the Partnering Terms; and

Working Day – Monday to Friday inclusive but not including any public holiday.

THE SECRETARY OF STATE FOR JUSTICE
of
Ministry of Justice
10th Floor,
102 Petty France
London SW1H 9AJ

(the "**Client**")

EXECUTED AS A DEED by the **Client** by affixing hereto its common seal in the presence of

_____

_____

or Acting by

Authorised signatory

Authorised signatory

[redacted]

AECOM Limited (company number 01846493) of/whose registered office is situated at Aldgate Tower, 2 Leman Street, London, United Kingdom, E1 8FA.

(the "**Client Representative**")

EXECUTED AS A DEED by the **Client Representative**

by affixing hereto its common seal in the presence of

_____

_____

or Acting by

Director _____ [redacted]

Director/Secretary _____

Wates Construction Limited (company number 01977948) of/whose registered office is situated at Wates House, Station Approach, Leatherhead, Surrey, KT22 7SW

(the "Constructor" and "Lead Designer")

EXECUTED AS A DEED by the **Constructor and Lead Designer**

by affixing hereto its common seal in the presence of

_____

_____

or Acting by

Director [redacted]

Director/~~Secretary~~ [redacted]

Pick Everard ~~Limited (company number 10098632)~~ of/whose registered office is situated at Halford House, Charles Street, Leicester, United Kingdom, LE1 1HA.

(the "**Cost Consultant")**

EXECUTED AS A DEED by the **Cost Consultant**

by affixing hereto its common seal in the presence of

_____

_____

or Acting by

[redacted]

Director

~~Director/Secretary~~
Witness

Wates Construction Limited (company number 01977948) of/whose registered office is situated at Wates House, Station Approach, Leatherhead, Surrey, KT22 7SW

(the "**Principal Designer**")

EXECUTED AS A DEED by the **Principal Designer**

by affixing hereto its common seal in the presence of

_____

_____

or Acting by

Director [redacted]

Director/~~Secretary~~ [redacted]

APPENDIX 2. FORM OF JOINING AGREEMENT (TO THE PARTNERING TERMS)

NOTE:ONLY TO BE USED IN SPECIFIC SITUATIONS IN ACCORDANCE WITH TERMS AND CONDITIONS OF THE CONTRACT]

********** BEGINNING OF APPENDIX 2 **********

SEE FOLDER FOR TEMPLATE

********** END OF APPENDIX 2**********

APPENDIX 3 PRE-COMMENCEMENT AGREEMENT (TO THE PARTNERING TERMS)

********** *BEGINNING OF APPENDIX 3* **********

SEE FOLDER FOR TEMPLATE

********** *END OF APPENDIX 3*********

APPENDIX 4 COMMENCEMENT AGREEMENT (TO THE PARTNERING TERMS)

********** *BEGINNING OF APPENDIX 4* **********

SEE FOLDER FOR TEMPLATE

********** *END OF APPENDIX 4*********

APPENDIX 5 CONCILIATION, MEDIATION OR OTHER ALTERNATIVE DISPUTE RESOLUTION (TO THE PARTNERING TERMS)

********** *BEGINNING OF APPENDIX 5* **********

PART 1

CONCILIATION

29. The term the "**Conciliator**" shall mean the individual named in the Project Partnering Agreement or (if no individual is so named) an individual to be agreed between the Partnering Team members seeking conciliation, or failing agreement within ten (10) Working Days after one Partnering Team member involved in a difference or dispute has given the other or others a written request to concur in the appointment of a Conciliator, an individual to be appointed on the request of any Partnering Team member seeking conciliation by the President or Vice-President for the time being of The Association of Consultant Architects Limited ("**ACA**").

30. If, at any time before reference of a difference or dispute to adjudication or litigation or arbitration in accordance with the Partnering Terms, the Partnering Team members in dispute agree to conciliation in respect of that difference or dispute, they shall apply jointly to the Conciliator who shall conduct the conciliation in accordance with the edition of the ACA Conciliation Procedure current at the date of the application.

31. Any written agreement signed by the Partnering Team members in dispute, which records the terms of any settlement reached during the conciliation, shall be final and binding upon those Partnering Team members, who shall give effect to such settlement in accordance with its terms. If any such Partnering Team member fails to do so, then the other one or more Partnering Team members in dispute shall be entitled to take legal proceedings to secure such compliance.

PART 2

ADJUDICATION

32. The term the "**Adjudicator**" shall mean the individual named in the Project Partnering Agreement or (if no individual is so named) such individual as shall be appointed from time to time in accordance with the edition of the Model Adjudication Procedure published by the Construction Industry Council current at the date of the relevant notice of adjudication (the "**Model Adjudication Procedure**").

33. Any Partnering Team member has the right to refer a difference or dispute for adjudication by giving notice at any time of its intention to do so. The notice shall be given and the adjudication shall be conducted under the Model Adjudication Procedure.

34. For the purposes of the Model Adjudication Procedure, the term "dispute" shall have the same meaning as "difference or dispute" in the Partnering Terms.

35. The Adjudicator shall be appointed and the dispute or difference referred to him/her within seven (7) days following the giving of a notice by any Partnering Team member requiring a dispute or difference to be so referred.

36. The Adjudicator shall reach his/her decision within twenty-eight (28) days of the date of referral, or such longer period as is agreed by the Partnering Team members in dispute after the dispute has been referred. The Adjudicator may extend the period of twenty-eight (28) days by up to fourteen (14) days with the consent of the Partnering Team member who referred the dispute or difference.

37. The Adjudicator shall act impartially and may take the initiative in ascertaining the facts and the law.

38. The Adjudicator may correct his/her decision so as to remove a clerical or typographical error arising by accident or omission within five (5) days of communicating his/her decision to the Partnering Team members in dispute.

39. The Adjudicator's decision shall be binding until the dispute is finally determined by legal proceedings, by arbitration (if the Partnering Contract provides for arbitration or the Partnering Team members otherwise agree to arbitration) or by agreement.

40. The Adjudicator shall be required to give reasons for his or her decision, and clause 24 of the Model Adjudication Procedure shall be treated as amended accordingly.

41. Without prejudice to their rights under the Partnering Contract, the Partnering Team members in dispute shall comply with any decision of the Adjudicator. If any such Partnering Team member fails to do so, then the other one or more Partnering Team members in dispute shall be entitled to take legal proceedings to secure such compliance pending final determination of the difference or dispute, and the term "summary enforcement" in clause 31 of the Model Adjudication Procedure shall be read accordingly.

42. The Adjudicator shall have the power to determine more than one dispute under the Partnering Contract at the same time, and if requested to do so by either Party shall determine any matter raised by such Party in the nature of set-off, abatement or counterclaim at the same time as he determines any other matter referred to it.

********** ***END OF APPENDIX 5*** **********

APPENDIX 6 PARTNERING TIMETABLE (TO THE PARTNERING TERMS)

********** *BEGINNING OF APPENDIX 6* **********

SEE FOLDER FOR TEMPLATE

********** *END OF APPENDIX 6*********

APPENDIX 7 RISK REGISTER (TO THE PARTNERING TERMS)

********** *BEGINNING OF APPENDIX 7* **********

SEE FOLDER FOR TEMPLATE

********** *END OF APPENDIX 7*********

APPENDIX 8 KEY PERFORMANCE INDICATORS (TO THE PARTNERING TERMS)

********** ***BEGINNING OF APPENDIX 8*** **********

The Key Performance Indicators (KPIs) for this project shall be in accordance with the attached PPI schedule and briefing pack in force at the date of issue of the Tender Document.

All remaining KPIs and subsequent Targets shall be developed during the Detailed Design Period for finalisation prior to execution of the Commencement Agreement.

Key Performance Indicators may be subject to change at the discretion of the Client in order to fulfil changes to governing reporting requirements prior to execution of the Commencement Agreement..

********** ***END OF APPENDIX 8*** **********

APPENDIX 9 INSURANCE SCHEDULE (TO THE PARTNERING TERMS)

IN DRAFT - SUBJECT TO AMENDMENT

********** *BEGINNING OF APPENDIX 9* **********

SEE FOLDER FOR TEMPLATE

********** *END OF APPENDIX 9* **********

APPENDIX 10 PROJECT BRIEF (TO THE PARTNERING TERMS)

********** *BEGINNING OF APPENDIX 10* **********

SEE FOLDER FOR TEMPLATE

********** *END OF APPENDIX 10*********

APPENDIX 11 PROJECT PROPOSAL (TO THE PARTNERING TERMS)

********** *BEGINNING OF APPENDIX 11* **********

SEE FOLDER FOR TEMPLATE

********** *END OF APPENDIX 11* **********

APPENDIX 12 CONSULTANT SERVICE SCHEDULES (TO THE PARTNERING TERMS)

********** *BEGINNING OF APPENDIX 12* **********

SEE FOLDER FOR TEMPLATE

********** *END OF APPENDIX 12*********

APPENDIX 13 SECURITY ASPECTS LETTER (TO THE PARTNERING TERMS)

********** *BEGINNING OF APPENDIX 13* **********

NOT USED

********** *END OF APPENDIX 13*********

APPENDIX 14 DECANT PROTOCOL (TO THE PARTNERING TERMS)

********** *BEGINNING OF APPENDIX 14* **********

NOT USED

********** *END OF APPENDIX 14* **********

APPENDIX 15 OPTIONAL CLAUSES (TO THE PARTNERING TERMS)

********** *BEGINNING OF APPENDIX 15* **********

VESTING AGREEMENT

SEE FOLDER FOR TEMPLATE

********** *END OF APPENDIX 15* **********

APPENDIX 16 COLLATERAL WARRANTIES (TO THE PARTNERING TERMS)

********** *BEGINNING OF APPENDIX 16* **********

SEE FOLDER FOR TEMPLATE

********** *END OF APPENDIX 16* **********

APPENDIX 17THIRD PARTY RIGHTS (TO THE PARTNERING TERMS)

********** *BEGINNING OF APPENDIX 17* **********

SEE FOLDER FOR TEMPLATE

********** *END OF APPENDIX 17* **********

APPENDIX 18 PARENT COMPANY GUARANTEES (TO THE PARTNERING TERMS)

********** *BEGINNING OF APPENDIX 18* **********

SEE FOLDER FOR TEMPLATE

********** *END OF APPENDIX 18* **********

APPENDIX 19 PERFORAMANCE BONDS (TO THE PARTNERING TERMS)

********** *BEGINNING OF APPENDIX 19* **********

SEE FOLDER FOR TEMPLATE

********** *END OF APPENDIX 19* **********

APPENDIX 20 PROJECT EXECUTION PLAN (TO THE PARTNERING TERMS)

********** *BEGINNING OF APPENDIX 20* **********

SEE FOLDER FOR TEMPLATE

********** *END OF APPENDIX 20* **********