



Ministry  
of Justice

**OFFICIAL SENSITIVE**

**CONTINGENCY RESPONSE PROGRAMME  
FAC-1 CONTRACT**

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**DATED 2025**

**THE SECRETARY OF STATE FOR JUSTICE  
(OF THE MINISTRY OF JUSTICE)**

**and**

**GALLIFORD TRY CONSTRUCTION LIMITED**

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**FAC-1 CONTRACT (INCORPORATING THE TERMS OF  
PPC2000)**

**FOR THE PROVISION OF**

**THE MINISTRY OF JUSTICE'S**

**CONTINGENCY RESPONSE PROGRAMME**

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## FAC-1 AGREEMENT

A **FAC-1 CONTRACT** is created on the

2025

**IN RELATION TO** the formation of an Alliance and the potential delivery of works, provisionally at seven (7) sites forming part of the Client's prison and/or court estate, with each such site being a *Works Package Site* and the construction and/or repair works (if any) to be undertaken at each *Works Package Site* being a *Works Package* (and together the *Works Packages*) (the **FAC-1 Programme**) as described in the *FAC-1 Documents*

**BETWEEN** the Secretary of State for Justice of the Ministry of Justice, 102 Petty France, Westminster, London, SW1H 9AJ (the **Client**, with such term including its successors in title and assigns) and the *Alliance Member* who has signed this *FAC-1 Agreement*

**WHO AGREE** to work in an *Alliance*, to fulfil their agreed roles and responsibilities and to apply their agreed expertise in relation to the *FAC-1 Programme*, in accordance with and subject to the terms of the *FAC-1 Documents* and the *Contract Terms* on the basis set out in this *FAC-1 Agreement*.

General	The following entries relate to the entirety of the <b>FAC-1 Contract</b> :
Interpretation	➤ Any reference in this <i>FAC-1 Agreement</i> to a "clause" means a clause forming part of the <i>Contract Terms</i> (excluding the <i>Special Terms</i> ) unless otherwise stated.
Recitals	<ul style="list-style-type: none"> <li>➤ Pursuant to a public procurement process undertaken by CCS with OJEU Contract Notice reference 2021/S 000-023882, CCS has established the <i>CCS Framework</i>.</li> <li>➤ The <i>Alliance Member</i>:</li> <li>➤ has been appointed to the <i>CCS Framework</i> following such public procurement process; and</li> <li>➤ is a party to an ACA Framework Alliance Contract (FAC-1) (as amended) dated 21 March 2022 between (1) CCS and (2) the <i>Alliance Member</i> (and other parties) in relation to a lot forming part of the <i>CCS Framework</i> named "Construction Works and Associated Services 2 (CWAS2) / ProCure 23 (P23)" (RM6267) and known as "Lot 5" (the <b>CCS Framework Agreement</b>).</li> <li>➤ For the purpose of the <i>CCS Framework</i> and the <i>CCS Framework Agreement</i>:</li> <li>➤ the <i>Client</i> is an "Additional Client" that has submitted a "Registration Notice" to and which has been accepted by CCS;</li> <li>➤ CCS has notified the <i>Alliance Member</i> that the <i>Client</i> is an "Additional Client"; and</li> <li>➤ accordingly, the <i>Client</i> has the right to issue to the <i>Alliance Member</i> a "Project Contract" pursuant to and in accordance with the terms of the <i>CCS Framework Agreement</i>,</li> </ul> <p>with the terms "<b>Additional Client</b>", "<b>Registration Notice</b>" and "<b>Project Contract</b>" having the meanings given to them in the <i>CCS Framework Agreement</i> for the purposes of this bulleted item only.</p> <ul style="list-style-type: none"> <li>➤ The <i>Client</i> wishes to procure the delivery of the <i>FAC-1 Programme</i>.</li> <li>➤ The <i>Client</i> had appointed a contractor to deliver the Works Packages. Following the contractor's entry into administration:</li> </ul>



	<ul style="list-style-type: none"> <li>➤ the <i>Client</i> now wishes to appoint the <i>Alliance Member</i> under this <i>FAC-1 Contract</i> to assist with the delivery of the <i>FAC-1 Programme</i>; and</li> <li>➤ the <i>Alliance Member</i> has agreed to be so appointed,</li> </ul> <p>on the basis set out in this <i>FAC-1 Contract</i>, which is a "<b>Project Contract</b>" for the purposes of (and as defined in) the <i>CCS Framework Agreement</i>.</p> <ul style="list-style-type: none"> <li>➤ The <i>Client</i> may issue <i>Notices to Proceed</i> under this <i>FAC-1 Contract</i> in respect of individual <i>Works Packages</i> and the delivery of such works and services will be governed by the provisions of the "Partnering Contract". Notwithstanding the foregoing, the <i>Client</i> and <i>Alliance Member</i> agree that the <i>Notice to Proceed</i> is not a separate contract and all references to Partnering Contract shall be read and interpreted on that basis.</li> <li>➤ Further, without prejudice to the generality of clause 1A, the <i>Client</i> and the <i>Alliance Member</i> acknowledge and agree that the <i>FAC-1 Contract</i> is not intended to nor shall be construed in any way as constituting a framework agreement as between the <i>Client</i> and the <i>Alliance Member</i>. The <i>Client</i> and <i>Alliance Member</i> acknowledge and agree that the <i>Client</i> may issue Orders and <i>Notices to Proceed</i> in respect of individual <i>Works Packages</i>. Orders in respect of Early Works and <i>Notices to Proceed</i> shall incorporate terms based on the PPC2000 (amended 2013) ACA Standard Form of Contract for Project Partnering (as amended pursuant to the <i>FAC-1 Documents</i>). Notwithstanding the references to "Partnering Contract" in the <i>FAC-1 Documents</i>, the <i>Client</i> and <i>Alliance Member</i> agree that any <i>Orders</i> and <i>Notices to Proceed</i> are not intended to be construed as separate contracts from this <i>FAC-1 Contract</i>.</li> </ul>
<b>Reference in Contract Terms</b>	The following entries relate to the <b>Contract Terms</b> :
Clause 1.1	The <b>roles, expertise and responsibilities of the Alliance Member</b> are described in the <i>FAC-1 Documents</i> and the <i>Alliance Member</i> is the party that has executed this <i>FAC-1 Agreement</i> other than the <i>Client</i> .
Clauses 1.3, 1.4 and 1.5	<p>The <b>FAC-1 Documents</b>, subject to addition and amendment in accordance with any <i>Joining Agreements</i> and the <i>Contract Terms</i>, are:</p> <ul style="list-style-type: none"> <li>➤ this <b>FAC-1 Agreement</b> incorporating the: <ul style="list-style-type: none"> <li>➤ the <b>Objectives</b> (Schedule 1);</li> <li>➤ the <b>Timetable</b> (Schedule 2);</li> <li>➤ the <b>Risk Register</b> (Schedule 3);</li> <li>➤ the <b>Works Package Procedure</b> (Schedule 4);</li> <li>➤ the <b>Special Terms</b> (Schedule 5);</li> </ul> </li> <li>➤ the <b>Contract Terms</b>;</li> <li>➤ the <b>FAC-1 Brief</b> (Schedule 6);</li> <li>➤ the <b>FAC-1 Prices</b> (Schedule 7);</li> </ul>



- the **FAC-1 Proposals** (Schedule 8);
- the **Pricing Rules** (Schedule 9);
- the **Early Works Terms** (Schedule 10) comprising:
  - the form of **Early Works Order** (Part 1 of Schedule 10);
  - the **Template Early Works Supporting Documents** (excluding the *Early Works Amendments*) (Part 2 of Schedule 10);
  - the **Early Works Amendments** (Part 3 of Schedule 10);
- the **Partnering Contract** (Schedule 11) comprising:
  - the form of **Project Partnering Agreement** (Part 1 of Schedule 11);
  - the **Partnering Contract Insurances** (Part 2 of Schedule 11);
- the **Collateral Warranty and Third Party Rights Schedule** (Schedule 12) comprising:
  - the template form of **Constructor Collateral Warranty** (Part 1 of Part 1 of Schedule 12);
  - the template form of **Specialist Collateral Warranty** (Part 2 of Part 1 of Schedule 12);
  - the template form of **Sub-Specialist Collateral Warranty** (Part 3 of Part 1 of Schedule 12);
  - the template form of **Subconsultant Collateral Warranty** (Part 4 of Part 1 of Schedule 12);
  - the **Constructor Third Party Rights Schedule** (Part 1 of Part 2 of Schedule 12);
  - the **Specialist Third Party Rights Schedule** (Part 2 of Part 2 of Schedule 12);
  - the template form of **Sub-Specialist Third Party Rights Schedule** (Part 3 of Part 2 of Schedule 12); and
  - the template form of **Sub-consultant Third Party Rights Schedule** (Part 4 of Part 2 of Schedule 12);
- the **Performance Security Schedule** (Schedule 13) comprising:
  - the form of **Parent Company Guarantee** (Part 1 of Schedule 13);
  - the form of **Performance Bond** (Part 2 of Schedule 13); and
  - the form of **Vesting Agreement** (Part 3 of Schedule 13);



	<ul style="list-style-type: none"> <li>➤ the <b>Data Protection Schedule</b> (Schedule 14);</li> <li>➤ the <b>BIM Requirements</b> (Schedule 15); and</li> <li>➤ the <b>Supply Chain Requirements</b> (Schedule 16).</li> </ul>
Clause 1.6	<p>The <b>Core Group members</b> are:</p> <ul style="list-style-type: none"> <li>➤ REDACTED appointed by the <i>Client</i>;</li> <li>➤ REDACTED appointed by the <i>Client</i>;</li> <li>➤ REDACTED of Mace Consult Limited appointed by the <i>Client</i> in its capacity as a <i>Programme Consultant</i>;</li> <li>➤ REDACTED of Aecom Limited appointed by the <i>Client</i> in its capacity as a <i>Programme Consultant</i>;</li> <li>➤ REDACTED of AtkinsRealis PPS Limited appointed by the <i>Client</i> in its capacity as a <i>Programme Consultant</i>;</li> <li>➤ REDACTED of WT Partnership Limited appointed by the <i>Client</i> in its capacity as a <i>Programme Consultant</i>;</li> <li>➤ REDACTED of Gleeds Cost Management Limited appointed by the <i>Client</i> in its capacity as a <i>Programme Consultant</i>;</li> <li>➤ REDACTED of Currie &amp; Brown UK Limited appointed by the <i>Client</i> in its capacity as a <i>Programme Consultant</i>;</li> <li>➤ REDACTED of Turner &amp; Townsend Project Management Limited appointed by the <i>Client</i> in its capacity as a <i>Programme Consultant</i>;</li> <li>➤ REDACTED of Pick Everard appointed by the <i>Client</i> in its capacity as a <i>Programme Consultant</i>;</li> <li>➤ REDACTED (Property) acting on behalf of the <i>Alliance Manager</i>;</li> <li>➤ REDACTED (Property) acting on behalf of the <i>Alliance Manager</i>;</li> <li>➤ REDACTED (Property) acting on behalf of the <i>Alliance Manager</i>;</li> <li>➤ REDACTED (Property) acting on behalf of the <i>Alliance Manager</i>;</li> <li>➤ REDACTED (Property) acting on behalf of the <i>Alliance Manager</i>;</li> <li>➤ REDACTED (Property) acting on behalf of the <i>Alliance Manager</i>;</li> <li>➤ REDACTED acting on behalf of the <i>Alliance Member</i>.</li> </ul>
Clause 1.14	<p>The <i>Alliance Member</i> shall, to the extent relevant to each Works Package, engage with the following <b>Stakeholders</b> in accordance with clause 1.14 and the <i>FAC-1 Documents</i>:</p> <ul style="list-style-type: none"> <li>➤ the governor / controller for the relevant <i>Works Package</i>;</li> </ul>



	<ul style="list-style-type: none"> <li>➤ the head of works and head of security for the relevant <i>Works Package</i>;</li> <li>➤ the local authority (or local authorities) with administrative control over the relevant <i>Works Package Site</i>;</li> <li>➤ the National Health Service;</li> <li>➤ the emergency services;</li> <li>➤ the education providers for the relevant <i>Works Package</i>;</li> <li>➤ any facilities management providers for the relevant <i>Works Package</i>;</li> <li>➤ the probation service provider for the relevant <i>Works Package</i>;</li> <li>➤ the custodial services provider for the relevant <i>Works Package</i>;</li> <li>➤ the court service provider for the relevant <i>Works Package</i> (where applicable); and</li> <li>➤ the <i>Client's</i> professional team, as notified by the <i>Client</i> or the <i>Alliance Manager</i> from time to time in writing.</li> </ul>
Clause 1.15	<p>The following <b>Additional Alliance Members</b> may join the <i>Alliance</i> in accordance with clause 1.15:</p> <ul style="list-style-type: none"> <li>➤ any <i>Programme Consultant</i> agreed by the <i>Client</i> and the <i>Alliance Manager</i> in respect of one or more <i>Works Packages</i></li> <li>➤ any <i>Supply Chain</i> members that the <i>Client</i> and the <i>Alliance Manager</i> agree in advance and in writing with the <i>Alliance Member</i> and any other parties that may be agreed as between the <i>Client</i>, the <i>Alliance Manager</i> and the <i>Alliance Member</i>;</li> </ul> <p>The <i>Client</i> and <i>Alliance Member</i> acknowledge and agree that individual <i>Programme Consultants</i> may enter into a <i>Joining Agreement</i> solely in respect of an individual <i>Works Package</i> following issue of a <i>Notice to Proceed</i> in respect of that <i>Works Package</i> where the relevant <i>Programme Consultant</i> does not enter into the <i>Project Partnering Agreement</i> issued as the <i>Notice to Proceed</i>.</p> <p>The <i>Client</i> and the <i>Alliance Member</i> acknowledge and agree that where an <i>Additional Alliance Member</i> joins the <i>Alliance</i> from time to time in accordance with clause 1.15 (and subject always to the terms of the relevant <i>Joining Agreement</i>):</p> <ul style="list-style-type: none"> <li>➤ that <i>Additional Alliance Member</i> shall have no entitlement to any payment whatsoever from the <i>Client</i> arising out of or in connection with their engagement under this <i>FAC-1 Contract</i>; and</li> <li>➤ the <i>Joining Agreement</i> will specify which provisions of the <i>Contract Terms</i> do and do not apply to any such <i>Additional Alliance Member</i> (provided always that clause 5 and clause 7 shall not apply to any <i>Additional Alliance Member</i>)</li> </ul>
Clause 3.1	<p>The <b>Alliance Manager</b> is each person named above in respect of clause 1.6 (or such other person(s) as the <i>Client</i> may notify to the <i>Alliance Member</i> from time to time). For the avoidance of doubt, the <i>Alliance Manager</i> may delegate part or all of the functions, including to <i>Programme Consultants</i>, and the <i>Alliance Manager</i> shall notify the <i>Alliance Member</i> accordingly of any such delegation.</p>





	<p>The <i>Alliance Manager's</i> authority under clause 3.1 is subject to the following restrictions:</p> <ul style="list-style-type: none"> <li>➤ the <i>Alliance Manager</i> shall not have the authority to execute an <i>Order</i> (including any <i>Early Works Order</i>) and/or a <i>Notice to Proceed</i> and/or a <i>Commencement Agreement</i> on behalf of the <i>Client</i>;</li> <li>➤ the <i>Alliance Manager</i> shall not have the authority to vary any contract terms comprising and/or referred to in the <i>FAC-1 Contract</i>, the <i>Early Works Terms</i> or a <i>Notice to Proceed</i> (or that otherwise apply to an <i>Order</i> and/or a <i>Notice to Proceed</i> or <i>Commencement Agreement</i>); and</li> <li>➤ the <i>Alliance Manager</i> shall not have the authority to waive any liability of the <i>Alliance Member</i> to the <i>Client</i> under or in connection with any part of this <i>FAC-1 Contract</i> (including in relation to any <i>Order</i> and/or <i>Notice to Proceed</i> (including for the avoidance of doubt, any <i>Commencement Agreement</i>)).</li> </ul>
Clause 3.2	<p>The <i>Alliance Manager</i> may act on behalf of the <i>Client</i> in the following matters:</p> <ul style="list-style-type: none"> <li>➤ the <i>Alliance Manager</i> is authorised by the <i>Client</i> to manage the <i>FAC-1 Contract</i> (including all <i>Orders</i> and/or <i>Notices to Proceed</i>) on behalf of the <i>Client</i> (including, but not limited to, issuing instructions, assessing extension of time and loss and expense claims, assessing payments to and from the <i>Alliance Member</i> and issuing (but not executing) <i>Orders</i> and <i>Notices to Proceed</i> and <i>Commencement Agreements</i> on behalf of the <i>Client</i>) in accordance with the terms of this <i>FAC-1 Contract</i> and pursuant to and in accordance with its separate <i>Programme Consultant Appointment</i> with the <i>Client</i>).</li> </ul>
Clauses 4.3 and 4.4	<p>The <b>Works Package Prices</b> for each <i>Works Package</i> shall be established in accordance with clause 4 and the terms of the relevant <i>Notice to Proceed</i> and in particular:</p> <ul style="list-style-type: none"> <li>➤ the agreed <i>Profit</i> and <i>Overheads</i> for the <i>Alliance Member</i> in respect of a <i>Works Package</i>) shall not exceed the <i>Framework Rates</i>;</li> </ul>
Clause Error! Reference source not found. and clause 6	<p>The <i>Alliance Member</i> shall undertake the following <b>Alliance Activities</b>:</p> <p>as from the <i>FAC-1 Contract Commencement Date</i>, the <i>Validation Activities</i> as set out in the <i>FAC-1 Brief</i> and the <i>BIM Requirements</i>, <i>Any Pre-Construction Services</i> and/or <i>Pre-Construction Activities</i> that may be required by the <i>Client</i> in connection with a specific <i>Works Package Site</i> prior to entry into a relevant <i>Notice to Proceed</i> shall be instructed pursuant to and in accordance with clause 7 and are not <i>Alliance Activities</i>.</p>
Clause 6.3	<p>The <i>Alliance Member</i> shall, in conjunction with the <i>Client</i> and the <i>Alliance Manager</i>, implement the following <b>Supply Chain Collaboration</b> and/or other activities in accordance with clause 6 within the timescales stated in the <i>Timetable</i> or as otherwise agreed:</p> <ul style="list-style-type: none"> <li>➤ as set out in the <i>FAC-1 Brief</i> and Schedule 16 (Supply Chain Requirements) (as applicable).</li> </ul>
Clause 8	<p>For the purpose of clause 8:</p> <ul style="list-style-type: none"> <li>➤ the <b>Assessment Date</b> is the final <i>Working Day</i> of each month;</li> <li>➤ the <b>Due Date</b> is seven (7) days after the <i>Assessment Date</i>;</li> <li>➤ the <b>Final Date for Payment</b> is fourteen (14) days after the due date; and:</li> </ul>





	➤ the <b>rate of interest on late payment</b> is <b>REDACTED</b> per annum above the base rate in force from time to time of the Bank of England.		
Clause 8A	A <b>Valid Invoice</b> is a VAT compliant invoice in the form set out at Appendix 8 of the <i>FAC-1 Brief</i> , provided that the <i>Client</i> may (on reasonable notice) vary the form of invoice from time to time by written notice from the <i>Alliance Manager</i> to the Alliance Member, with any such amendments applying as from the next <i>Assessment Date</i> after such notification.		
Clause 12	<p>The Alliance Member shall take out and maintain the <i>Insurances</i> referred to in the "clause 12" and "clause 12A" entries of the <i>FAC-1 Agreement</i> in accordance with clause 12 and (in respect of each Notice to Proceed, the relevant insurances stated in Part 4 of Schedule 11 (Partnering Contract Insurances)) in respect of matters governed by the <i>FAC-1 Contract</i> and the provisions below supplement the general requirements of such clause 12 and apply only to the <i>Alliance Member</i>. In the event that Pre-Contract Activities (which may include <i>Early Works</i>) or <i>Stage 2 Services</i> are instructed pursuant to clause 7, the Alliance Member acknowledges that the <i>Order</i> may contain requirements to maintain additional Insurances. In the event that the <i>Order</i> relates to <i>Early Works</i> the <i>Early Works Terms</i> shall apply to the <i>Order</i>.</p> <p>For the avoidance of doubt, following issue of a Notice to Proceed and any subsequent Commencement Agreement, the Alliance Member shall comply with the insurance requirements set out in that Notice to Proceed in accordance with its terms.</p>		
Clause 12A	12A	<b>Insurance – supplemental requirements</b>	
	12A.1	The <i>Insurances</i> shall be:	
		12A.1.1	maintained (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time; and
		12A.1.2	taken out and maintained with insurers who are of good financial standing, appropriately regulated and of good repute in the international insurance market.
	12A.2	<b>Cancellation</b>  The Alliance Member shall notify the <i>Alliance Manager</i> in writing at least five (5) <i>Working Days</i> prior to the cancellation, suspension, termination or non-renewal of any of the <i>Insurances</i> .	
	12A.3	<b>Insurance claims, rates and deductibles</b>	
		12A.3.1	The <i>Alliance Member</i> shall promptly notify to its insurers any matter arising from, or in relation to any matter governed by the <i>FAC-1 Contract</i> for which it may be entitled to claim under any of the <i>Insurances</i> .
		12A.3.2	Except in circumstances where the <i>Client</i> is the claimant party, in the event that the <i>Client</i> receives a claim relating to or arising out of any matter governed by the <i>FAC-1 Contract</i> , the <i>Alliance Member</i> shall co-operate with the <i>Client</i> and the <i>Alliance Manager</i> and assist them in dealing with such claims, including (without limitation) providing information and documentation in a timely manner as requested by the <i>Client</i> and/or the <i>Alliance Manager</i> .
		12A.3.3	The <i>Alliance Member</i> shall give the <i>Alliance Manager</i> written notice



			within twenty (20) <i>Working Days</i> after any insurance claim in excess of one hundred thousand pounds (£100,000) relating to or arising out of any matter governed by the <i>FAC-1 Contract</i> under any of the <i>Insurances</i> or which, but for the application of the applicable policy excess for a specific <i>Insurance</i> , would be made on any of the <i>Insurances</i> and (if required by the <i>Client</i> ) full details of the incident giving rise to the claim.
		12A.3.4	Where any <i>Insurance</i> requires payment of a premium, the <i>Alliance Member</i> shall be liable for and shall promptly pay such premium at its own cost.
		12A.3.5	Where any <i>Insurance</i> is subject to an excess or deductible below which the indemnity from the relevant insurer(s) is excluded, the <i>Alliance Member</i> shall be liable for such excess or deductible at its own cost.
		12A.3.6	The <i>Alliance Member</i> shall not be entitled to recover from the <i>Client</i> any sum paid by way of excess or deductible under any of the <i>Insurances</i> under or in connection with the <i>FAC-1 Contract</i> (including under any <i>Early Works Terms</i> referred to in any <i>Order</i> and/or any Partnering Terms referred to in any <i>Notice to Proceed</i> ).
	12A.4	<p><b>Third party public and products liability insurance</b></p> <p>The <i>Alliance Member</i> shall take out and maintain third party public and products liability insurance on the following basis:</p> <ul style="list-style-type: none"> <li>➤ <b>Insured</b></li> <p>The <i>Alliance Member</i>.</p> <li>➤ <b>Interest</b></li> <p>To indemnify the insured in respect of all sums which the insured shall become legally liable to pay as damages, including any claimant's costs and expenses, in respect of accidental:</p> <ul style="list-style-type: none"> <li>➤ death or bodily injury to or sickness, illness or disease contracted by any person; and/or</li> <li>➤ loss of or damage to property,</li> </ul> <p>happening during the period of insurance and arising out of or in connection with the <i>FAC-1 Contract</i>.</p> <li>➤ <b>Limit of indemnity</b></li> <p>Not less than <b>REDACTED</b> in respect of any one (1) occurrence, the number of such occurrences being unlimited in any annual policy period, but <b>REDACTED</b> in respect of any one (1) occurrence and in the aggregate per annum in respect of products and pollution liability (to the extent insured by the relevant policy).</p> <li>➤ <b>Territorial limits</b></li> <p>United Kingdom.</p> </ul>	



		<p>➤ <b>Period of insurance</b></p> <p>From the <i>FAC-1 Contract Commencement Date</i> (or, in respect of an <i>Additional Alliance Member</i>, the date of its <i>Joining Agreement</i>) for the duration of the <i>FAC-1 Contract</i> and renewed on an annual basis unless agreed otherwise by the <i>Client</i> (acting by the <i>Alliance Manager</i>).</p> <p>➤ <b>Cover features and extensions</b></p> <p>This <i>Insurance</i> should include an "indemnity to principals" clause under which the <i>Client</i> shall be indemnified in respect of any claims made against the <i>Client</i> in respect of death, bodily injury and/or third party property damage arising out of or in connection with the <i>FAC-1 Contract</i> and for which the <i>Alliance Member</i> is legally liable.</p> <p>➤ <b>Principal exclusions</b></p> <p><b>REDACTED</b></p> <p>➤ <b>Maximum deductible threshold</b></p> <p>As agreed between the <i>Client</i> (acting by the <i>Alliance Manager</i>) and the <i>Alliance Member</i> in writing prior to the <i>FAC-1 Contract Commencement Date</i> and not to exceed <b>REDACTED</b> for each and every third party property damage claim (personal injury claims to be paid in full).</p>
	12A.5	<p><b>Professional indemnity insurance</b></p> <p>The <i>Alliance Member</i> acknowledges that the terms of an Order may provide for the <i>Alliance Member</i> to take out and maintain professional indemnity insurance.</p>
	12A.6	<p><b>United Kingdom compulsory insurances</b></p> <p>The <i>Alliance Member</i> (including each and every <i>Additional Alliance Member</i>) shall comply in full with its insurance obligations under the <i>Applicable Law</i>, including (without limitation) any insurances that it is required to take out and maintain pursuant to and in accordance with the Employers' Liability (Compulsory Insurance) Act 1969 and the Road Traffic Act 1988.</p>
	12A.7	<p><b>Existing Buildings</b></p> <p>The <i>Client</i> elects to "self-indemnify" the existing buildings and property at each Works Package Site and in doing so accepts all of the <i>Client's</i> associated risks arising out of or in relation to such "self-indemnification", provided always that the <i>Alliance Member</i> shall exercise the Standard of Care 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 <i>Client's</i> decision to "self-indemnify", the <i>Client</i> does not require any additional premium / cost from the <i>Alliance Member</i>.</p>
Clause 13.4 and 15.4	<p>This <i>FAC-1 Contract</i> is governed by and shall be construed in accordance with the laws of England and Wales and the <i>Client</i> and the <i>Alliance Member</i> hereby irrevocably submit to the non-exclusive jurisdiction of the English courts in respect of all matters relating to</p>	



	the <i>FAC-1 Contract</i> , provided that other jurisdictions may apply solely for the purpose of giving effect to this entry and for the enforcement of any judgment, order or award given under English jurisdiction in connection with this <i>FAC-1 Contract</i> .
Clause 13.5	The <b><i>Special Terms</i></b> are set out at Schedule 5 of the <i>FAC-1 Agreement</i> .
Clause 15.2	<p>Any dispute under this <i>FAC-1 Contract</i> may be referred to conciliation conducted in accordance with clause 15.2 and Part 1 of Appendix 4 by a <b><i>Conciliator</i></b> who shall be appointed by:</p> <ul style="list-style-type: none"> <li>➤ the Association of Consultant Architects (ACA) in accordance with the <b><i>Conciliation Procedure</i></b>.</li> </ul> <p>The <b><i>Conciliation Procedure</i></b> is:</p> <ul style="list-style-type: none"> <li>➤ the Association of Consultant Architects' conciliation procedure current as at the date of the referral.</li> </ul> <p>Any dispute in relation to any <i>Works and/or Services</i> in respect of a <i>Works Package</i> that are subject to an <i>Order for Pre-Construction Activities</i> shall be conducted in accordance with the dispute resolution provisions and procedures in the <i>Contract Terms</i>. Any dispute in relation to any <i>Early Works</i> which are subject to an <i>Order</i> shall be conducted in accordance with the dispute resolution provisions in the <i>Early Works Terms</i>. Any dispute in relation to any <i>Works and/or Services</i> carried out pursuant to a <i>Notice to Proceed</i> and any <i>Commencement Agreement</i> issued thereunder shall be construed in accordance with the terms of the <i>Notice to Proceed</i> (and, as the context requires, such <i>Applicable Law</i> that applies to the same) and not the provisions and procedures set out in clause 15 of the <i>FAC-1 Contract</i>.</p>
Clause 15.3	<p>Any dispute under this <i>FAC-1 Contract</i> may be referred to adjudication conducted in accordance with clause 15.3 and Part 2 of Appendix 4 by an <i>Adjudicator</i> who shall be appointed by:</p> <ul style="list-style-type: none"> <li>➤ Technology and Construction Solicitors Association (TeCSA) in accordance with the <b><i>Model Adjudication Procedure</i></b>.</li> </ul> <p>The <b><i>Model Adjudication Procedure</i></b> is:</p> <ul style="list-style-type: none"> <li>➤ the TeCSA Adjudication Rules current as at the date of the referral.</li> </ul> <p>Any stated above, any dispute in relation to any <i>Works and/or Services</i> in respect of a <i>Works Package</i> that are subject to an <i>Order for Pre-Contract Activities or Stage 2 Services</i> shall be conducted in accordance with the dispute resolution provisions and procedures in the <i>Contract Terms</i>. Any dispute in relation to any <i>Early Works</i> which are subject to an <i>Order</i> shall be conducted in accordance with the dispute resolution provisions in the <i>Early Works Terms</i>. Any dispute in relation to any <i>Works and/or Services</i> carried out pursuant to a <i>Notice to Proceed</i> and any <i>Commencement Agreement</i> issued thereunder shall be construed in accordance with the terms of the <i>Notice to Proceed</i> (and, as the context requires, such <i>Applicable Law</i> that applies to the same) and not the provisions and procedures set out in clause 15 of the <i>FAC-1 Contract</i>.</p>
<b><i>Reference in Special Terms</i></b>	The following entries relate to the <b><i>Special Terms</i></b> :
<b><i>Special Term 6</i></b>	The <b><i>Key People Schedule</i></b> for the Alliance Member is to be agreed in writing between the <i>Client</i> , the <i>Alliance Manager</i> and the <i>Alliance Member</i> within thirty (30) Working Days of the <i>FAC-1 Contract Commencement Date</i> (and shall thereafter only be amended by the



	advance written agreement of the <i>Client</i> and the <i>Alliance Manager</i> ).
<i>Special Term 7</i>	<p>The <b>Programme Consultants</b> as at the <i>FAC-1 Contract Commencement Date</i> are:</p> <ul style="list-style-type: none"> <li>➤ <b>Mace Consult Limited</b> (company number 7094851, whose registered office is at 155 Moorgate, London EC2M 6XB) REDACTED</li> <li>➤ <b>Aecom Limited</b> (company number 1846493) whose registered office is at Aldgate Tower, 2 Leman Street, London E1 8FA) REDACTED</li> <li>➤ <b>AtkinsRealis PPS Limited</b> (company number 2236832) whose registered office is at Woodcote Grove, Ashley Road, Epsom, Surrey KT18 5BW) REDACTED</li> <li>➤ <b>WT Partnership Limited</b> (company number 1130989) whose registered office is at Amp House, Dingwall Road, Croydon, Surrey CR0 2LX) REDACTED</li> <li>➤ <b>Gleeds Cost Management Limited</b> (company number 6472932) whose registered office is at Aurora Finzels Reach, Counterslip, Bristol BS1 6BX) REDACTED</li> <li>➤ <b>Currie &amp; Brown UK Limited</b> (company number 1300409, whose registered office is at 150 Holborn, London EC1N 2NS) REDACTED</li> <li>➤ <b>Turner &amp; Townsend Project Management Limited</b> (company number 2165592) whose registered office is at Low Hall Calverley Lane, Horsforth, Leeds, West Yorkshire, LS18 4GH REDACTED</li> <li>➤ <b>Pick Everard</b> of Halford House, Charles Street, Leicester LE1 1HA) REDACTED</li> <li>➤ <b>Cushman &amp; Wakefield, Debenham Tie Leung Limited</b> (company number 02757768, whose registered office is at 125 Old Broad Street, London EC2N 1AR) REDACTED</li> </ul>
<i>Special Term 10</i>	The <b>BIM Requirements</b> are set out at Schedule 15 (and shall be read in conjunction with the BIM-related provisions of the <i>FAC-1 Brief</i> ).
<i>Special Term 12</i>	The <b>Security Aspects Letter</b> is set out at Appendix 5 of the <i>FAC-1 Brief</i> (or is a letter or document in such other form as the <i>Client</i> or <i>Alliance Manager</i> may issue to the <i>Alliance Member</i> from time to time in writing).
<i>Special Term 18</i>	The <b>Relevant Policies</b> are the policies of CCS (as specified and/or referred to in the <i>CCS Framework Agreement</i> ) and the <i>Client's</i> ethics, anti-bribery and anti-corruption policies as provided by the <i>Client</i> and/or the <i>Alliance Manager</i> to the <i>Alliance Member</i> from time to time.
<i>Special Term 24</i>	The <b>Period for Retention</b> for the <i>Alliance Member</i> commences on the <i>FAC-1 Contract Commencement Date</i> and ends on the <i>End of Liability Date</i> .
<i>Special Term 29</i>	<ul style="list-style-type: none"> <li>➤ The <b>Agreed Credit Rating</b> is the credit rating of the <i>Alliance Member</i> as assessed and determined by the <i>Credit Rating Agency</i> as at the <i>FAC-1 Contract Commencement Date</i>.</li> <li>➤ The <b>Credit Rating Threshold</b> is the threshold identified as such in the <i>CCS Framework Agreement</i> from time to time.</li> </ul>
<i>Special Term 35</i>	<ul style="list-style-type: none"> <li>➤ The <b>FAC-1 Services Liability Cap</b> is the sum equal to: <ul style="list-style-type: none"> <li>➤ REDACTED of the sums paid or payable to the <i>Alliance Member</i> pursuant to</li> </ul> </li> </ul>



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	the <i>FAC-1 Contract</i> in respect of the due and proper performance by the <i>Alliance Member</i> of all of the <i>FAC-1 Responsibilities</i> .
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**IN WITNESS** of which this FAC-1 Contract has been executed as a deed and has been delivered on the date stated at the beginning of this FAC-1 Contract.

**THE COMMON SEAL** of

**THE SECRETARY OF STATE FOR JUSTICE** hereunto affixed is authenticated by:

Authenticated by (signature):

\_\_\_\_\_

Authenticated by (printed name):

\_\_\_\_\_





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**EXECUTED** as a **DEED** by **GALLIFORD TRY CONSTRUCTION LIMITED** (company number **02472080** and whose registered office is at **Blake House 3 Frayswater Place, Cowley, UXBRIDGE, MIDDLESEX, UNITED KINGDOM, UB8 2AD**) acting by two directors or a director and a company secretary:

Director (signature):

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Director / Company Secretary  
(signature):

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**SCHEDULE 1**

**OBJECTIVES**  
(see clause 2.1)

The **Objectives** are:



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**SCHEDULE 2**

**TIMETABLE**  
(see clause 6.1)



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**SCHEDULE 3**

**RISK REGISTER**  
(see clauses 9.3 and 9.4)

The Constructor acknowledges that the provisions of the Risk Register in relation to this FAC-1 Agreement are those that are contained in and have been made available to the Constructor from the Client's Viewpoint (also referred to as Volume 3 for each project).



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**SCHEDULE 4**

**WORKS PACKAGE PROCEDURE**  
(see clause 5.2)

The following *Works Package Procedure* shall govern the procedure to be completed by the *Client* and the Alliance Member in respect of a specific *Works Package* and which must be completed prior to the issue of any *Commencement Agreement* in connection with such *Works Package*:



## SCHEDULE 5

### SPECIAL TERMS (see clause 13.5)

The following *Special Terms* as set out in this Schedule 5 supplement the *Contract Terms*. Any reference in the *FAC-1 Contract* to a clause that is prefaced with "*Special Term*" or "*Special Terms*" means a clause (or clauses) as set out in this schedule.

1.	ENTIRE AGREEMENT		
	1.1.	The <i>Parties</i> acknowledge and agree that:	
		1.1.1.	this <i>FAC-1 Contract</i> supersedes any previous agreement, arrangement and/or understanding between the <i>Client</i> and the Alliance Member in relation to the matters referred to herein and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings as between the <i>Client</i> and the Alliance Member, whether written or oral, relating to the same;
		1.1.2.	(without prejudice to the generality of <i>Contract Term</i> 1A) the terms and conditions of the <i>FAC-1 Contract</i> apply to the exclusion of any other terms that the Alliance Member may seek to impose or incorporate, or which are implied by any trade, custom, practice or course of dealing in connection with the subject matter (or any individual element) of the same;
		1.1.3.	this <i>FAC-1 Contract</i> represents the entire understanding and agreement as between the <i>Client</i> and the <i>Alliance Member</i> in relation to the matters referred to herein; and
		1.1.4.	the <i>Alliance Member</i> has not relied upon any prior representation by any other <i>Party</i> in entering into this <i>FAC-1 Contract</i> ,
		provided always that nothing in this <i>Special Term</i> 1 shall exclude or limit any liability of the <i>Client</i> or the Alliance Member for fraud.	
2.	COUNTERPARTS & ELECTRONIC SIGNATURES		
	2.1.	The <i>Client</i> and the <i>Alliance Member</i> acknowledge and agree that the <i>FAC-1 Agreement</i> (and any <i>Joining Agreement</i> , <i>Order</i> and/or <i>Notice to Proceed</i> ) may be executed:	
		2.1.1.	in any number of separate counterparts, each of which when so executed and delivered is an original, and all counterparts together constitute one and the same instrument; and
		2.1.2.	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 or any other form of signature in electronic form provided by or as between the <i>Client</i> , the <i>Alliance Member</i> and/or any <i>Additional Alliance Member(s)</i> ).
3.	ILLEGALITY OR UNENFORCEABILITY		
	3.1.	In the event that:	
		3.1.1.	any part, provision or condition of this <i>FAC-1 Contract</i> (including



			any of the <i>Early Works Terms</i> ) is held to be invalid, illegal or unenforceable by any court, such part, provision shall be severed and the remainder of the provisions of this <i>FAC-1 Contract</i> shall continue in full force and effect as if the <i>FAC-1 Contract</i> had been executed without the provision or condition in question; or
		3.1.2.	a court holds any part, provision or condition to be invalid, illegal and/or unenforceable and the part, provision or condition is so fundamental that its removal would prevent the accomplishment of the purpose of this <i>FAC-1 Contract</i> , then:
		3.1.2.1.	the <i>Client</i> and the <i>Alliance Member</i> shall immediately commence negotiations in good faith to ensure that the purpose of this <i>FAC-1 Contract</i> is achieved in the absence of the provision or condition in question; and
		3.1.2.2.	if they cannot reach such agreement, the <i>Client</i> may terminate this <i>FAC-1 Contract</i> as between itself and the <i>Alliance Member</i> on written notice to the <i>Alliance Member</i> and such termination shall be treated as a termination under <i>Contract Term</i> 14.2 and/or terminate the obligation of the <i>Alliance Member</i> (as a "Contractor") to carry out any Pre-Contract Activities (including any <i>Early Works</i> ) or Stage 2 Services that may be the subject of an <i>Order</i> between the <i>Client</i> and the <i>Alliance Member</i> at that time (with such termination being notified in accordance with such <i>Early Works Terms</i> where applicable).
		3.1.3	Notwithstanding any such decision or action by a court as set out in clause 3.1.2 above, any Notice to Proceed (including any Commencement Agreement issued thereunder) shall not be affected and shall continue in accordance with its terms unless expressly set aside by a court or terminated by a party in accordance with the terms of the relevant Notice to Proceed.
4.	<b>DUE DILIGENCE &amp; NO RELIANCE</b>		
	4.1.	The <i>Alliance Member</i> represents and warrants that:	
		4.1.1.	the <i>Client</i> has delivered or made available to it all of the information and documents that the <i>Alliance Member</i> considers necessary or relevant for the performance or its obligations under the <i>FAC-1 Contract</i> as at the <i>FAC-1 Contract Commencement Date</i> , save in respect of information or documents that the <i>Client</i> has informed the <i>Alliance Member</i> will be delivered or made available at a later date;
		4.1.2.	it has made its own enquiries to satisfy itself as to the accuracy of all such information and documents prior to the <i>FAC-1 Contract Commencement Date</i> ;
		4.1.3.	it has raised all relevant due diligence questions with the <i>Client</i> before the <i>FAC-1 Contract Commencement Date</i> , has undertaken all necessary due diligence and has entered into the <i>FAC-1 Contract</i> in reliance on its own due diligence alone;
		4.1.4.	it shall not be excused from the performance of any of its duties and/or obligations under the <i>FAC-1 Contract</i> on the grounds of, nor shall it be entitled to recover any additional costs or charges, arising





			as a result of any:
		4.1.4.1.	misrepresentation of the requirements of the <i>Alliance Member</i> in the <i>FAC-1 Documents</i> or elsewhere;
		4.1.4.2.	failure by the <i>Alliance Member</i> to satisfy itself as to the accuracy and/or adequacy of all information and documents provided by or on behalf of the <i>Client</i> to the <i>Alliance Member</i> ; and/or
		4.1.4.3.	failure by the <i>Alliance Member</i> to undertake its own due diligence as referred to in this <i>Special Term</i> 4.1.
	4.2.	Notwithstanding any other provision of the <i>FAC-1 Contract</i> :	
		4.2.1.	the <i>Client</i> makes no representation nor gives any warranty to the <i>Alliance Member</i> as to the accuracy, adequacy, sufficiency, suitability and/or completeness of any information (of any type and/or nature) provided by or on behalf of it to the <i>Alliance Member</i> in connection with the <i>FAC-1 Programme</i> (including in respect of any <i>Works Package</i> and/or a <i>Works Package Site</i> ); and
		4.2.2.	to the extent permitted by <i>Applicable Law</i> , the <i>Client</i> has no liability arising out of or in relation to such information provided by or on behalf of it to the <i>Alliance Member</i> and/or from any representation or statement, whether negligently or otherwise made in relation to the <i>FAC-1 Programme</i> , any <i>Works Package</i> and/or <i>Works Package Site</i> .
	4.3.	Each time that a <i>Joining Agreement</i> (whether in respect of this <i>FAC-1 Contract</i> or in respect of an individual <i>Notice to Proceed</i> ), an <i>Order</i> and/or a <i>Notice to Proceed</i> and/or a <i>Commencement Agreement</i> is executed by the <i>Client</i> and the <i>Alliance Member</i> in accordance with the <i>FAC-1 Contract</i> , the warranties and representations in <i>Special Term</i> 4.1 and the provisions of <i>Special Term</i> 4.2 shall be deemed to be repeated by and apply to (as the context requires) the <i>Alliance Member</i> with reference to the circumstances existing at the time on a mutatis mutandis basis.	
5.	REPRESENTATIONS & WARRANTIES		
	5.1.	The <i>Alliance Member</i> represents and warrants that:	
		5.1.1.	it has full capacity and authority to enter into and to perform its obligations under the <i>FAC-1 Contract</i> ;
		5.1.2.	the <i>FAC-1 Contract</i> has been executed by its duly authorised representative(s);
		5.1.3.	there are no actions, suits, proceedings and/or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it or any of its <i>Affiliates</i> that might affect its ability to perform its obligations under the <i>FAC-1 Contract</i> ; and
		5.1.4.	its duties and obligations under the <i>FAC-1 Contract</i> constitute legal, valid and binding obligations, enforceable in accordance with its terms subject to (as the case may be for the <i>Alliance Member</i> ) bankruptcy, reorganisation, insolvency, moratorium or similar circumstances under <i>Applicable Law</i> affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in



			a proceeding in equity or under <i>Applicable Law</i> ).
	5.2.	The Alliance Member represents and warrants that:	
		5.2.1.	it is validly incorporated, organised and subsisting in accordance with the <i>Applicable Laws</i> of England and Wales;
		5.2.2.	it has obtained and will maintain all licences, authorisations, permits, necessary consents (including, where its procedures so require, the consent of its parent company) and regulatory approvals to enter into and perform its obligations under the <i>FAC-1 Contract</i> ;
		5.2.3.	its execution of and delivery and performance of its obligations under the <i>FAC-1 Contract</i> (including pursuant to any <i>Order</i> and/or <i>Notice to Proceed</i> and/or <i>Commencement Agreement</i> issued pursuant to and in accordance with the <i>FAC-1 Contract</i> ) does not and will not constitute a breach of any <i>Applicable Law</i> or obligation applicable to it and does not and will not cause or result in a breach of any agreement by which it is bound;
		5.2.4.	as at the <i>FAC-1 Contract Commencement Date</i> , all written statements and representations in any written submissions made and documents provided by the <i>Alliance Member</i> as part of the procurement process pursuant to which it has been appointed under the <i>FAC-1 Contract</i> (including the <i>FAC-1 Prices</i> and <i>FAC-1 Proposals</i> ) submitted pursuant to such process remain true and accurate, save to the extent that such statements and representations have been superseded or varied by the <i>FAC-1 Contract</i> ;
		5.2.5.	it shall take all steps, using the <i>Standard of Care</i> , to prevent the introduction, creation or propagation of any disruptive elements (including any virus, worms and/or trojans, spyware or other malware) into information technology systems, data, software and/or the <i>Client Confidential Information</i> (held in electronic form) owned by and/or under the control of, or used by, the <i>Client</i> ;
		5.2.6.	it is not subject to any contractual obligation in respect of which its compliance is likely to have a material adverse effect on its ability to perform its obligations under the <i>FAC-1 Contract</i> ;
		5.2.7.	it is not subject to an <i>Insolvency Event</i> and no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, have been or are threatened) for the winding up of the <i>Alliance Member</i> or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the <i>Alliance Member's</i> assets or revenue; and
		5.2.8.	as from the <i>FAC-1 Contract Commencement Date</i> and expiring on the date falling twelve (12) months after the date on which the final <i>Commencement Agreement</i> in respect of a <i>Works Package</i> is entered into pursuant to a Notice to Proceed (or, if occurring earlier, the date on which the <i>Alliance Manager</i> notifies the <i>Alliance Member</i> that the <i>Client</i> will not enter into any or any further such <i>Notices to Proceed</i> and/or <i>Commencement Agreements</i> in connection with the <i>FAC-1 Programme</i> ) the <i>Alliance Member</i> shall not employ or offer employment to any staff of the <i>Client</i> who has



			been associated with implementing the FAC-1 Contract, the <i>Alliance Activities</i> and/or the management of any <i>Works Package</i> without the prior written consent of the <i>Client</i> , which shall not be unreasonably withheld.
	5.3.		Each of the representations and warranties set out in <i>Special Term 5.1</i> and <i>Special Term 5.2</i> shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any undertaking in the <i>FAC-1 Contract</i> .
	5.4.		If at any time the Alliance Member becomes aware that a representation or warranty given by it under <i>Special Term 5.1</i> and/or <i>Special Term 5.2</i> has been breached, is untrue or is misleading, it shall immediately notify the <i>Alliance Manager</i> of the relevant occurrence in sufficient detail to enable the <i>Alliance Manager</i> and the <i>Client</i> to make an accurate assessment of the situation.
	5.5.		The fact that any provision within any part of the <i>FAC-1 Contract</i> is expressed as a warranty shall not preclude any right of termination the <i>Client</i> may have in respect of the breach of that provision by the Alliance Member which constitutes a breach of the relevant part of the <i>FAC-1 Contract</i> .
	5.6.		Each time that a <i>Joining Agreement</i> , an <i>Order</i> , a <i>Notice to Proceed</i> and/or a <i>Commencement Agreement</i> is executed by the <i>Client</i> and the Alliance Member in accordance with the <i>FAC-1 Contract</i> , the warranties and representations in <i>Special Term 5.1</i> and <i>Special Term 5.2</i> shall be deemed to be repeated by the Alliance Member and the relevant <i>Additional Alliance Member(s)</i> with reference to the circumstances existing at the time on a mutatis mutandis basis.
<b>6.</b>	<b>KEY PEOPLE</b>		
	6.1.		The Alliance Member acknowledges and agrees that it has within its staff certain experienced and/or recognised technical experts identified in this <i>FAC-1 Contract</i> in the <i>Key People Schedule</i> and each being a <i>Key Person</i> (and together being the <i>Key People</i> ).
	6.2.		Pursuant to <i>Special Term 6.1</i> (and without prejudice to the <i>Early Works Terms</i> and the <i>Notice to Proceed</i> (as the context requires)), the Alliance Member shall:
		6.2.1.	use all reasonable endeavours to retain the <i>Key People</i> throughout the performance of the <i>Works and/or Services</i> provided or to be provided by it in connection with the <i>FAC-1 Programme</i> (including the construction of any <i>Works Package</i> following the execution of a <i>Notice to Proceed</i> and any relevant <i>Commencement Agreement</i> in respect of the same by the <i>Client</i> and the <i>Alliance Member</i> );
		6.2.2.	promptly inform the <i>Alliance Manager</i> in the event that any of the <i>Key People</i> leave, or give notice of an intention to leave the employment of the <i>Alliance Member</i> and obtain a substitute in accordance with the requirements of <i>Special Term 6.2.5</i> ;
		6.2.3.	not reassign or allow the reassignment of the <i>Key People</i> to other projects during the performance of the <i>Alliance Member's Works and/or Services</i> in connection with the <i>FAC-1 Programme</i> without the <i>Client's</i> written approval (such consent not to be unreasonably withheld or delayed);



		6.2.4.	take all reasonable steps to ensure that the <i>Key People</i> perform their roles and responsibilities in accordance with any organisational structure agreed in writing between the <i>Alliance Member</i> and the <i>Client</i> from time to time; and
		6.2.5.	if during the performance by the Alliance Member of its <i>Works and/or Services</i> in connection with the <i>FAC-1 Programme</i> :
		6.2.5.1.	the <i>Alliance Member</i> wishes to reassign or to replace an individual designated as a <i>Key Person</i> ; or
		6.2.5.2.	an individual designated as a <i>Key Person</i> gives notice of their intention to terminate its contract of employment or is otherwise no longer able to perform its duties due to ill health, death, personal injury or personal hardship suffered by the <i>Key Person</i> or maternity leave, paternity leave, compassionate leave or promotion as part of natural career progression or where the <i>Key Person</i> remains engaged by the <i>Alliance Member</i> but has requested to work in another country,
			the <i>Alliance Member</i> will provide, by way of a written notice, details of a substitute with experience and qualifications equivalent or similar to the relevant <i>Key Person</i> to be replaced to the <i>Alliance Manager</i> for the <i>Client's</i> approval (such approval not to be unreasonably withheld) and sufficiently in advance of the replacement date insofar as this is possible in the circumstances to allow the <i>Client</i> to properly consider the suitability of such substitute (acting reasonably), following which:
		(a)	the <i>Alliance Manager</i> shall notify the <i>Alliance Member</i> in writing of any objections to a proposed <i>Key Person</i> within two (2) weeks of its receipt of the <i>Alliance Member</i> notice, failing which the <i>Alliance Manager's</i> acceptance will be deemed to have been given; and
		(b)	if the <i>Alliance Manager</i> notifies the <i>Alliance Member</i> that the <i>Client</i> objects to such proposed <i>Key Person</i> , the <i>Alliance Member</i> shall not engage that person and shall put forward to the <i>Alliance Manager</i> an alternative person for consideration by the <i>Alliance Manager</i> and the above-mentioned process shall be repeated until such time as the <i>Alliance Manager</i> confirms its acceptance of a (or is deemed to have accepted the) proposed <i>Key Person</i> .
	6.3.		Without prejudice to the generality of <i>Special Term 6.2</i> , when replacing a <i>Key Person</i> the Alliance Member shall (insofar as is possible in the circumstances):
		6.3.1.	use reasonable endeavours to ensure that a process of skill and knowledge transfer occurs prior to the replacement of a <i>Key Person</i> to ensure continuity in providing the <i>Works and/or Services</i> ; and
		6.3.2.	ensure that, where possible in the circumstances, there is a handover period of not less than four (4) weeks from the outgoing <i>Key Person</i> to the incoming one.



	6.4.	The Alliance Member, at all relevant times, shall engage an adequate number of competent, suitably qualified and experienced personnel to provide the <i>Works and/or Services</i> .	
7.	CO-OPERATION & COLLABORATION		
	7.1.	The <i>Alliance Member</i> shall:	
		7.1.1.	promote collaborative behaviours and alignment with the “Rules of Engagement” set out in the <i>FAC-1 Brief</i> throughout its organisation, its <i>Specialists</i> and wider <i>Supply Chain</i> in connection with the <i>FAC-1 Programme</i> and act collaboratively with the <i>Programme Consultants</i> at all times;
		7.1.2.	cooperate with and interface in the performance of the <i>Works and/or Services</i> with the <i>Programme Consultants</i> in connection with the <i>FAC-1 Programme</i> ;
		7.1.3.	establish an integrated collaborative team environment in order to encourage proactive, open and efficient sharing of knowledge and information between the <i>Alliance Member</i> and the <i>Programme Consultants</i> ; and
		7.1.4.	proactively consult with the <i>Programme Consultants</i> (including pursuant to and in accordance with any <i>Order</i> and/or any Notice to Proceed and/or any <i>Commencement Agreement</i> ) when seeking to make decisions in relation to the <i>FAC-1 Programme</i> ,
		in each case so far as reasonably practicable on a <i>Programme Focused</i> basis.	
	7.2.	The <i>Alliance Member</i> shall work with the <i>Programme Consultants</i> so far as reasonably practicable, using the <i>Standard of Care</i> , to:	
		7.2.1.	(to the extent reasonably within the <i>Alliance Member's</i> control) assist the <i>Programme Consultants</i> in performing their obligations under their respective <i>Programme Consultant Appointments</i> and/or Notices to Proceed in respect of which they are reliant upon information provided and/or developed by and/or input provided by the <i>Alliance Member</i> in connection with the <i>FAC-1 Programme</i> ;
		7.2.2.	share best practice in connection with the <i>FAC-1 Programme</i> ; and
		7.2.3.	collaboratively seek to manage and mitigate any potential risks identified in relation to the <i>FAC-1 Programme</i> in respect of any <i>Works Package</i> on a collective basis and individually in respect of their respective allocated <i>Works Packages</i> ,
		on a <i>Programme Focused</i> basis.	
	7.3.	The Alliance Member acknowledges and agrees, for the purposes referred to in this <i>Special Term 7</i> , to promptly supply or allow the <i>Programme Consultant</i> access to all information and documentation in its possession or control that is reasonably requested by such <i>Programme Consultant</i> in connection with the <i>FAC-1 Programme</i> , insofar as the same is:	
		7.3.1.	not subject to disclosure and/or confidentiality restrictions by <i>Applicable Law</i> and/or the <i>FAC-1 Contract</i> ;
		7.3.2.	reasonably required by the Alliance Member to properly perform its obligations under the <i>FAC-1 Contract</i> ; and/or





		7.3.3.	reasonably required by a <i>Programme Consultant</i> to properly perform its obligations under its <i>Programme Consultant Appointment</i> or <i>Notice to Proceed</i> .
	7.4.		The Alliance Member shall, in complying with its obligations under this <i>Special Term 7</i> , consult with the Alliance Member, each <i>Programme Consultant</i> , the <i>Alliance Manager</i> and the <i>Client</i> and attend such meetings as and when reasonably requested by the <i>Client</i> or the <i>Alliance Manager</i> to discuss any matters arising under the <i>FAC-1 Contract</i> and/or in relation to the <i>FAC-1 Programme</i> .
	7.5.		Nothing in this <i>Special Term 7</i> shall require the <i>Alliance Member</i> to perform tasks and/or duties which are the responsibility of another <i>Alliance Member</i> under the <i>FAC-1 Contract</i> or any <i>Programme Consultant</i> under its <i>Programme Consultant Appointment</i> .
8.	<b>PROHIBITED MATERIALS</b>		
	8.1.		Using the <i>Standard of Care</i> , the <i>Alliance Member</i> shall not specify for use, approve for use and/or accept any materials, goods, equipment, products and/or plant (of any type and/or nature) which, at the time that the relevant <i>Works and/or Services</i> are being provided and/or undertaken by the <i>Alliance Member</i> , are generally accepted or reasonably suspected of:
		8.1.1.	being <i>Prohibited Materials</i> in themselves;
		8.1.2.	becoming <i>Prohibited Materials</i> when used in a particular situation and/or in combination with other materials, goods, equipment, products and/or plant (of any type and/or nature);
		8.1.3.	becoming <i>Prohibited Materials</i> with the passage of time;
		8.1.4.	becoming <i>Prohibited Materials</i> without a level of maintenance which is higher than that which would normally be expected of a structure of the type under construction or to be constructed by the Alliance Member as part of the <i>FAC-1 Programme</i> ; and/or
		8.1.5.	being damaged by or causing damage to the structure in which they are incorporated or to which they are affixed.
	8.2.		If, in the performance of its duties under the <i>FAC-1 Contract</i> , the Alliance Member becomes aware that it or any person engaged in connection with the <i>FAC-1 Programme</i> (including its <i>Specialists</i> and other subcontractors at any tier) has specified, approved and/or used any materials, goods, equipment, products and/or plant of the type and/or nature specified in (or are analogous to those referred to in) <i>Special Term 8.1</i> , the <i>Alliance Member</i> shall immediately notify the <i>Alliance Manager</i> of the same in writing.
9.	<b>CDM REGULATIONS</b>		
	9.1.		The Alliance Member warrants to the <i>Client</i> that it:
		9.1.1.	has complied and will comply with the requirements of the <i>CDM Regulations</i> in the performance of any <i>Works and/or Services</i> and in the performance of its duties and obligations generally under the <i>FAC-1 Contract</i> and in connection with each <i>Works Package</i> ;
		9.1.2.	is competent to discharge under the <i>CDM Regulations</i> and shall undertake the role(s) of:
		9.1.2.1.	if identified as such in an <i>Order</i> or <i>Notice to Proceed</i> in respect of any <i>Pre-Contract Activities</i> or <i>Stage 2</i>



				Services for a specific <i>Works Package</i> as being the <i>Alliance Member</i> , <i>Principal Designer</i> and/or <i>Principal Contractor</i> , and/or
			9.1.2.2.	as from the date of the Commencement Agreement under a Notice to Proceed in respect of that <i>Works Package</i> and if identified as being the <i>Alliance Member</i> , <i>Principal Designer</i> and/or <i>Principal Contractor</i> ,
			in respect of the relevant <i>Works Package</i> ;	
		9.1.3.	(subject to <i>Special Term</i> 9.1.2 and to the extent that the <i>Works and/or Services</i> involve the preparation, review and/or validation of any designs in connection with the <i>FAC-1 Programme</i> ) it shall be a "designer" in respect of the same as such term is defined in the <i>CDM Regulations</i> ;	
		9.1.4.	will notify each of its <i>Specialists</i> and wider members of its <i>Supply Chain</i> of their obligations under the <i>CDM Regulations</i> and ensure that each is fully competent and are adequately resourced to meet those obligations; and	
		9.1.5.	will allocate adequate resources in relation to health and safety in relation to the <i>FAC-1 Programme</i> and in connection with each <i>Works Package</i> to enable it to perform its duties and obligations under the <i>CDM Regulations</i> .	
10.		BIM REQUIREMENTS		
	10.1.	The <i>Alliance Member</i> shall comply with the <i>BIM Requirements</i> at all times in the provision of all <i>Works and/or Services</i> in connection with the <i>FAC-1 Programme</i> , including when (as the context requires) performing its duties and obligations pursuant to the execution of an <i>Order for Pre-Contract Activities</i> (including for <i>Early Works</i> ) or <i>Stage 2 Services</i> , a <i>Notice to Proceed</i> and/or a <i>Commencement Agreement</i> in respect of a specific <i>Works Package</i> respectively.		
11.		CONVICTIONS		
	11.1.	Unless agreed in writing in advance by the <i>Alliance Manager</i> , the <i>Alliance Member</i> shall procure that, in respect of all potential persons performing any of <i>Works and/or Services</i> , whether an employee of the <i>Alliance Member</i> or any <i>Specialist</i> (each a " <b>Named Employee</b> "), before a <i>Named Employee</i> begins to attend any <i>Works Package Site</i> at which the <i>Works and/or Services</i> are being or are to be carried out in connection with the <i>FAC-1 Contract</i> and any <i>Notice to Proceed</i> entered into in relation to the <i>FAC-1 Programme</i> :		
		11.1.1.	that <i>Named Employee</i> is questioned as to whether they have any <i>Convictions</i> ;	
		11.1.2.	a <i>Disclosure and Barring Service</i> check is undertaken in respect of that <i>Named Employee</i> ; and	
		11.1.3.	save to the extent prohibited by <i>Applicable Law</i> , a copy of the results of such check are provided to the <i>Client</i> .	
	11.2.	The <i>Alliance Member</i> shall procure that no person who discloses any <i>Convictions</i> , or who is found to have any <i>Convictions</i> following the results of a <i>Disclosure and Barring Service</i> check, is engaged by it in connection with the <i>FAC-1 Contract</i> without the <i>Client's</i> prior written consent (such consent not to be unreasonably withheld or delayed).		





	11.3.	Save to the extent prohibited by <i>Applicable Law</i> , the Alliance Member shall procure that the <i>Alliance Manager</i> is informed if any member of its staff (or any employee of a <i>Specialist</i> ), whether a <i>Named Employee</i> or otherwise, involved in the provision of the <i>Works and/or Services</i> who, subsequent to their commencement of employment as a member of staff, receives a <i>Conviction</i> or whose previous <i>Convictions</i> become known to the <i>Alliance Member</i> .
	11.4.	Without prejudice to <i>Special Term</i> 11.1 to <i>Special Term</i> 11.3 (inclusive), where the <i>Client</i> or the <i>Alliance Manager</i> notifies the Alliance Member that the <i>Alliance Member</i> 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 <i>Client</i> , the <i>Alliance Member</i> shall comply at its own cost with the <i>Client's</i> requirements to the extent relevant to the delivery of the <i>Works and/or Services</i> to the <i>Client</i> , which may include (without limitation):
	11.4.1.	asking any person acting for or on behalf of the <i>Alliance Member</i> in connection with the <i>FAC-1 Contract</i> for the details of any <i>Convictions</i> , obtaining an enhanced <i>Disclosure and Barring Service</i> disclosure (including a barred list) check; and/or
	11.4.2.	complying with the <i>HM Government Baseline Personnel Security Standard</i> or similar standard,
		and the results of such disclosures shall be shared with the <i>Client</i> and the <i>Alliance Manager</i> in writing.
12.	<b>SECURITY ASPECTS LETTER</b>	
	12.1.	The Alliance Member warrants and undertakes to the <i>Client</i> to comply with the requirements of the <i>Security Aspects Letter</i> at all times in the performance of its duties and obligations under the <i>FAC-1 Contract</i> and in connection with the <i>FAC-1 Programme</i> (including pursuant to any <i>Order</i> , and <i>Notice to Proceed</i> and/or any <i>Commencement Agreement</i> in respect of any <i>Works Package</i> ).
13.	<b>DISCLOSURE &amp; CONFIDENTIALITY</b>	
	13.1.	The Alliance Member shall treat all <i>Confidential Information</i> as confidential and safeguard it accordingly and in compliance with the terms of any <i>Non-Disclosure Agreement</i> in respect of the <i>FAC-1 Programme</i> and any <i>Works Package</i> , and shall not disclose <i>Confidential Information</i> to any other person without the owner's prior written consent, provided always that the <i>FAC-1 Prices</i> and <i>FAC-1 Proposals</i> of the Alliance Member (as well as any financial information and proposals prepared by the Alliance Member pursuant to any <i>Works</i> or <i>Services</i> carried out under a <i>Notice to Proceed</i> and/or included in an <i>Order</i> , a <i>Notice to Proceed</i> or a <i>Commencement Agreement</i> in respect of a specific <i>Works Package</i> ) are confidential as between the <i>Alliance Member</i> , the <i>Client</i> and the <i>Alliance Manager</i> .
	13.2.	Subject always to <i>Special Term</i> 13.7, the Alliance Member's obligations in relation to <i>Confidential Information</i> pursuant to <i>Special Term</i> 13.1 do not apply where:
	13.2.1.	the disclosure is a requirement of <i>Applicable Law</i> placed upon the <i>Party</i> making the disclosure, including any requirements for disclosure under the <i>FOIA</i> or the <i>Environmental Information Regulations</i> and represents disclosure to the minimum extent required;



		13.2.2.	the information was in the possession of the <i>Party</i> making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
		13.2.3.	the information was obtained from a third party without any obligation of confidentiality being owed to such third party;
		13.2.4.	the information was already in the public domain at the time of disclosure otherwise than by a breach of the <i>FAC-1 Contract</i> , and/or
		13.2.5.	it is independently developed without access to the <i>Client Confidential Information</i> .
	13.3.	The Alliance Member shall only disclose the <i>Client Confidential Information</i> relevant to the carrying out and completion of the <i>Works and/or Services</i> to its personnel (of any type) and <i>Specialists and Sub-specialists (as defined in the Notice to Proceed)</i> (including its <i>Supply Chain</i> ) who are directly involved in carrying out and completing the <i>Works and/or Services</i> , and shall ensure that such persons are aware of and comply with their obligations in respect of <i>Confidential Information</i> under the <i>FAC-1 Contract</i> and any <i>Non-Disclosure Agreement</i> in respect of the <i>FAC-1 Programme</i> and any <i>Works Package</i> .	
	13.4.	The Alliance Member shall not, and shall procure that its personnel (of any type) and <i>Specialists and Sub-specialists (as defined in the Notice to Proceed)</i> do not use any of the <i>Client Confidential Information</i> received otherwise than for the purposes of the <i>FAC-1 Contract</i> .	
	13.5.	At the written request of the <i>Client</i> , the Alliance Member shall procure that its personnel (of any type) and/or <i>Specialists and Sub-specialists (as defined in the Notice to Proceed)</i> (including members of its <i>Supply Chain</i> ) identified in the <i>Client's</i> notice sign a confidentiality undertaking that reflect (as a minimum) the requirements of this <i>Special Term 13</i> prior to commencing any work in connection with the <i>FAC-1 Contract</i> . The Alliance Member shall respect and observe, and shall procure that its personnel (of any type) and/or <i>Specialists and Sub-specialists (as defined in the Notice to Proceed)</i> (including members of its <i>Supply Chain</i> ) respect and observe, all regulations and restrictions relating to any security classification marked on the <i>Client Confidential Information</i> , both during the term and following expiry of this <i>FAC-1 Contract</i> and any applicable <i>Non-Disclosure Agreement</i> .	
	13.6.	Nothing in the <i>FAC-1 Contract</i> shall prevent the <i>Client</i> from (acting reasonably and/or in compliance with or in furtherance of its own duties and obligations under any <i>Applicable Law</i> or that apply to the <i>Client</i> in its capacity as a Crown body) disclosing any <i>Alliance Member Confidential Information</i> :	
		13.6.1.	to any Crown body or any other public body on the understanding that they are entitled to further disclose the <i>Alliance Member Confidential Information</i> to other Crown bodies or other public bodies on the basis that the information is to be treated as confidential and is not to be disclosed to a third party which is not part of any Crown body or any public body;
		13.6.2.	to any party engaged by the <i>Client</i> in connection with the <i>FAC-1 Programme</i> or any person conducting a review of the <i>FAC-1 Programme</i> (subject to any commercial redactions as may be reasonably appropriate so as not to disclose any commercially sensitive financial information of the Alliance Member to a competitor organisation);



		13.6.3.	for the purpose of the examination and certification of the <i>Client's</i> accounts; and/or
		13.6.4.	for any examination pursuant to the National Audit Act 1983.
	13.7.	Notwithstanding <i>Special Term</i> 13.1 to <i>Special Term</i> 13.6 (inclusive):	
		13.7.1.	the Alliance Member shall ensure that it, its personnel (of any type) and its <i>Specialists and Sub-specialists</i> (as defined in the <i>Notice to Proceed</i> ) (including its <i>Supply Chain</i> ) shall not use and/or disclose to any third party any <i>Foreground Materials</i> and/or <i>Client Materials</i> relating to any <i>Security Measures</i> in respect of the <i>FAC-1 Programme</i> and/or any individual <i>Works Package</i> without the prior written approval of the <i>Client</i> ; and
		13.7.2.	this general prohibition shall not apply to such disclosure by the Alliance Member (on a limited basis) in connection with any tender and/or procurement processes undertaken by the <i>Alliance Member</i> in connection with the <i>FAC-1 Programme</i> and/or any individual <i>Works Package</i> that is approved in writing by the <i>Client</i> in advance subject to the <i>Alliance Member</i> first complying with any reasonable requirements of the <i>Client</i> concerning the confidentiality, data security and/or the non-disclosure of the <i>Foreground Materials</i> and/or <i>Client Materials</i> relating to the <i>Security Measures</i> that may be relevant to such process.
		13.7.3.	the Alliance Member shall ensure that it, its personnel (of any time) and its <i>Specialists and Sub-specialists</i> (as defined in the <i>Notice to Proceed</i> ) (including its <i>Supply Chain</i> ) comply with the terms of any <i>Non-Disclosure Agreement</i> in respect of the <i>FAC-1 Programme</i> or any <i>Work Package</i> .
	13.8.	Notwithstanding any other term of the <i>FAC-1 Contract</i> , the Alliance Member:	
		13.8.1.	consents that the <i>Client</i> can publish the <i>FAC-1 Contract</i> and any <i>Notice to Proceed</i> (including any <i>Commencement Agreement</i> ) in its entirety and any details in respect of the <i>FAC-1 Contract</i> , <i>Notice to Proceed</i> or <i>Commencement Agreement</i> (as the case may be), including from time to time agreed changes to the <i>FAC-1 Contract</i> (or <i>Notice to Proceed</i> or <i>Commencement Agreement</i> ), to the general public; and
		13.8.2.	shall assist and co-operate with the <i>Client</i> in order to make information available to the general public as required by the <i>Client</i> from time to time,
		provided that, prior to such publication, the <i>Client</i> may, at its sole discretion, in whole or in part, redact information that concerns national security, personal data, information protected by intellectual property law, information which is not in the public interest to disclose (under a <i>FOIA</i> analysis), third party confidential information, information technology security, pricing (and other commercially sensitive) information of the Alliance Member and/or the prevention of a <i>Corrupt Act</i> .	
	13.9	The Alliance Member acknowledges and agrees that the <i>Client</i> may serve a notice (an "Information Return Notice") on the Alliance Member at any time under this clause 13.9. An Information Return Notice must specify whether it relates to (i) all <i>Client Confidential Information</i> provided by the <i>Client</i> which is protected by the <i>FAC-1 Contract</i> or a relevant <i>Non-Disclosure Agreement</i> or (ii) only specified Information or categories of <i>Client Confidential Information</i>	



		so protected (in either case, the "Specified Scope"). On receipt of an Information Return Notice, the Alliance Member shall:	
		13.9.1	at the Client's option, securely destroy or return and provide to the Client documents and other tangible materials that contain any of the Client Confidential Information within the Specified Scope, including in any case all copies of the relevant documents and other materials made by the Alliance Member;
		13.9.2	ensure, so far as reasonably practicable, that all Client Confidential Information within the Specified Scope that is held in electronic, digital or other machine-readable form is permanently and securely erased from any computer, word processor, voicemail system or any other device containing such Client Confidential Information; and
		13.9.3	make no further use of any Client Confidential Information which falls within the Specified Scope.
	13.10	Following any secure destruction or return of Client Confidential Information to the Client pursuant to clause 13.9, the Alliance Member's obligations under this FAC-1 Contract and any applicable Non-Disclosure Agreement (including in relation to any Client Confidential Information which falls outside the Specified Scope) shall otherwise continue in force until this FAC-1 Contract and any applicable Non-Disclosure Agreement have expired.	
	13.11	The Alliance Member's obligation to comply with an Information Return Notice in respect of any Client Confidential Information which falls within the Specified Scope shall not apply in respect of Client Confidential Information:	
		13.11.1	that is stored as part of an electronic back-up system that is rendered inaccessible in the normal course of business; or
		13.11.2	whose retention is required by any applicable law, rule, regulation or requirement of any competent judicial, governmental, supervisory or regulatory body, or for the purposes of any audit.
	13.12	The Alliance Member's obligations under this FAC-1 Contract and any applicable Non-Disclosure Agreement in respect of the Client Confidential Information referred to continue to be in force until both the FAC-1 Contract and the Non-Disclosure Agreement expire.	
14.	ANNOUNCEMENTS & PUBLICATION		
	14.1.	Subject to <i>Special Term 15</i> , the <i>Alliance Member</i> shall not:	
		14.1.1.	make any press announcements regarding and/or publicise the <i>FAC-1 Contract</i> or any <i>Notice to Proceed</i> or <i>Commencement Agreement</i> and/or its engagement under the <i>FAC-1 Contract</i> , <i>Notice to Proceed</i> or <i>Commencement Agreement</i> in any way (including the allocation of such <i>Works Package</i> to the <i>Alliance Member</i> ); and/or



		14.1.2.	use the <i>Client's</i> name or branding in any promotion or marketing or announcement in connection with the same,
			without the prior written approval of the <i>Client</i> , not to be unreasonably withheld or delayed.
<b>15.</b>	<b>MARKETING</b>		
	15.1.		The <i>Alliance Member</i> shall obtain the <i>Client's</i> written approval prior to publishing any content in relation to the <i>FAC-1 Contract</i> , any <i>Notice to Proceed</i> or <i>Commencement Agreement</i> and/or its engagement under the <i>FAC-1 Contract</i> , any <i>Notice to Proceed</i> or <i>Commencement Agreement</i> in connection with a <i>Works Package</i> in any way (including the allocation of such <i>Works Package</i> to the <i>Alliance Member</i> ) using any media, including on any electronic medium, and the <i>Alliance Member</i> will ensure that such content is regularly maintained and updated.
	15.2.		In the event that the <i>Alliance Member</i> fails to maintain and/or update the content referred to in <i>Special Term</i> 15.1, the <i>Client</i> may give the <i>Alliance Member</i> notice to rectify the failure and if the failure is not rectified to the reasonable satisfaction of the <i>Client</i> within thirty (30) days of the <i>Alliance Member's</i> receipt of such notice, the <i>Client</i> shall have the right to remove such content itself or require that the <i>Alliance Member</i> immediately arranges the removal of such content (as the context requires).
<b>16.</b>	<b>FREEDOM OF INFORMATION</b>		
	16.1.		The <i>Alliance Member</i> acknowledges that the <i>Client</i> is subject to the requirements of the <i>FOIA</i> and the <i>Environmental Information Regulations</i> and the <i>Alliance Member</i> shall assist and co-operate with the <i>Client</i> and the <i>Alliance Manager</i> (at its own expense) to enable it to comply with these requirements.
	16.2.		The <i>Alliance Member</i> shall and shall ensure that its <i>Specialists</i> shall provide:
		16.2.1.	the <i>Client</i> with a copy of all information in its possession, power or control in the form that it requires within five (5) days (or such other period as the <i>Client</i> , as the context permits, may notify to the <i>Alliance Member</i> ) of receiving a written request from the <i>Alliance Manager</i> and/or the <i>Client</i> for such information; and
		16.2.2.	all necessary assistance as is reasonably requested by the <i>Alliance Manager</i> and/or the <i>Client</i> to enable them to respond to a <i>Request for Information</i> within the time for compliance set out in section 10 of the <i>FOIA</i> or Regulation 5 of the <i>Environmental Information Regulations</i> ,
			and the <i>Alliance Member</i> shall be liable for and hereby indemnifies the <i>Client</i> from and against all claims, proceedings, damages, liabilities, losses, costs and expenses suffered or incurred by the <i>Client</i> where and to the extent that the same arises in connection with any breach of this <i>Special Term</i> 16.2 by the <i>Alliance Member</i> and/or its personnel (of any type) and/or its <i>Specialists</i> .
	16.3.		If the <i>Alliance Member</i> considers that all or any information provided to the <i>Client</i> under <i>Special Term</i> 16.2 is a "trade secret" in accordance with section 43(1) of the <i>FOIA</i> , or that a duty of confidentiality applies under section 41(1) of the <i>FOIA</i> , or is exempt by the operation of any other provision of <i>FOIA</i> :
		16.3.1.	it shall ensure that the relevant information and the claimed exemption is clearly identified as such to the <i>Alliance Manager</i> and





			<i>Client</i> ; and
		16.3.2.	notwithstanding any such identification, the <i>Client</i> (as the context permits) shall be solely responsible for determining at its absolute discretion whether such information and/or any other information is exempt from disclosure in accordance with the provisions of the current version of "Freedom of Information Code of Practice" (as published by the Cabinet Office, or any successor body, at the relevant time), the <i>FOIA</i> and/or the <i>Environmental Information Regulations</i> or is to be disclosed in response to a <i>Request for Information</i> .
	16.4.	In no event shall the <i>Alliance Member</i> (or shall the <i>Alliance Member</i> allow its personnel (of any type) and/or its <i>Specialists</i> to) respond directly to any <i>Request for Information</i> from members of the public unless expressly authorised to do so in advance by the <i>Client</i> or the <i>Alliance Manager</i> and/or any other third party.	
	16.5.	the <i>Alliance Member</i> acknowledges that the <i>Client</i> may, acting in accordance with the <i>FOIA</i> or the <i>Environmental Information Regulations</i> , be required to disclose information without consulting with the <i>Alliance Member</i> and/or following consultation with the <i>Alliance Member</i> and having considered their views.	
17.		CONFLICTS OF INTEREST	
	17.1.	The <i>Alliance Member</i> shall:	
		17.1.1.	take all appropriate steps to ensure that neither it nor any person engaged by or on behalf of it (including its <i>Specialists</i> and/or any <i>Affiliates</i> ) is or is placed in a position where, in the reasonable opinion of the <i>Client</i> , there is or may be an actual conflict, or a potential conflict, between the pecuniary, professional and/or personal interests of the <i>Alliance Member</i> (including its <i>Specialists</i> and/or any <i>Affiliates</i> ) and the duties owed by the <i>Alliance Member</i> to the <i>Client</i> in connection with the <i>FAC-1 Programme</i> and/or under the <i>FAC-1 Contract</i> ; and
		17.1.2.	notify the <i>Client</i> immediately, giving full particulars of any such conflict of interest, which the <i>Alliance Member</i> becomes aware of or becomes aware may arise.
	17.2.	If the <i>Alliance Member</i> is in breach of this <i>Special Term</i> 17, the <i>Client</i> may terminate the <i>Alliance Member's</i> engagement under all or part of the <i>FAC-1 Contract</i> in accordance with <i>Contract Term</i> 14.4.	
18.		COMPETITION LAW, CORRUPT GIFTS & PAYMENT	
	18.1.	The <i>Alliance Member</i> represents and warrants to the <i>Client</i> that neither it nor (as far as the <i>Alliance Member</i> is reasonably aware or can reasonably ascertain) any person(s) associated with the <i>Alliance Member</i> in connection with the <i>FAC-1 Contract</i> and/or the <i>FAC-1 Programme</i> (including its <i>Affiliates</i> ) have at any time prior to the <i>FAC-1 Contract Commencement Date</i> :	
		18.1.1.	committed a <i>Corrupt Act</i> and/or have been formally notified that it is subject to an investigation or prosecution which relates to an alleged <i>Corrupt Act</i> ;
		18.1.2.	been listed by any governmental department or agency as being debarred, suspended, proposed for suspension or debarment



			and/or otherwise ineligible for participation in governmental procurement programmes or contracts in connection with a <i>Corrupt Act</i> ; and/or
		18.1.3.	(without prejudice to the generality of <i>Special Term 17</i> ), received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the <i>FAC-1 Contract</i> and/or otherwise suspects that any person directly or indirectly connected with the <i>FAC-1 Contract</i> has committed or attempted to commit a <i>Corrupt Act</i> .
	18.2.		The <i>Alliance Member</i> represents and warrants to the <i>Client</i> on a continuing basis that it shall:
		18.2.1.	not commit any <i>Corrupt Act</i> ;
		18.2.2.	comply with the <i>Relevant Policies</i> ;
		18.2.3.	comply with the <i>Relevant Requirements</i> ;
		18.2.4.	have and shall continue to maintain its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the <i>Relevant Requirements</i> and the <i>Relevant Policies</i> and to prevent the occurrence of <i>Corrupt Acts</i> and shall enforce them as appropriate;
		18.2.5.	provide reasonable evidence to demonstrate the <i>Alliance Member's</i> compliance with the provisions of this <i>Special Term 18</i> as the <i>Alliance Manager</i> may reasonably request from time to time;
		18.2.6.	ensure that any person associated with the <i>Alliance Member</i> who is performing services in connection with the <i>FAC-1 Contract</i> (including any <i>Specialist</i> ) does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the <i>Alliance Member</i> in this <i>Special Term 18</i> (the " <b>Relevant Terms</b> ") and the <i>Alliance Member</i> shall be responsible for the observance and performance by such persons of the <i>Relevant Terms</i> , and shall be directly liable to the <i>Client</i> for any breach by such persons of any of the <i>Relevant Terms</i> ; and
		18.2.7.	not act in a manner, in relation to the performance of the <i>FAC-1 Contract</i> , which the <i>Client</i> reasonably considers to be inconsistent with the Competition Act 1998 and/or any other <i>Applicable Law</i> that is equivalent in intent.
	18.3.		The <i>Alliance Member</i> shall immediately notify the <i>Client</i> and the <i>Alliance Manager</i> in writing if it becomes aware of any breach of this <i>Special Term 18</i> or if it has reason to believe that it has or any person associated with the <i>Alliance Member</i> has:
		18.3.1.	been subject to an investigation or prosecution which relates to an alleged <i>Corrupt Act</i> ;
		18.3.2.	been listed by any governmental department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in governmental procurement programmes or contracts in connection with a <i>Corrupt Act</i> ; and/or
		18.3.3.	received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the <i>FAC-1 Contract</i> or otherwise suspects that any person directly or





			indirectly connected with the <i>FAC-1 Contract</i> has committed or attempted to commit a <i>Corrupt Act</i> .	
	18.4.	For the purpose of this <i>Special Term 18</i> , the meaning of " <b>adequate procedures</b> " and whether a person is " <b>associated</b> " with another person shall be determined in accordance with (as the context permits):		
		18.4.1.	section 7(2) of the Bribery Act 2010 and any guidance issued under the Bribery Act 2010 (as applicable); and/or	
		18.4.2.	the definition of "associated person" in section 44(4) of the Criminal Finances Act 2017,	
		with, for the purposes of this <i>Special Term 18</i> , a person associated with the <i>Alliance Member</i> including any <i>Specialist</i> .		
	18.5.	Any dispute, difference and/or question arising in respect of the interpretation of this <i>Special Term 18</i> shall be decided by the <i>Client</i> (acting reasonably), whose decision, in the absence of manifest error, shall be final and conclusive.		
	18.6.	If the Alliance Member is in breach of this <i>Special Term 18</i> , the <i>Client</i> may terminate the <i>Alliance Member's</i> engagement under the whole or part of the <i>FAC-1 Contract</i> in accordance with <i>Contract Term 14.4</i> .		
	18.7.	The <i>Alliance Member</i> acknowledges that the representations and obligations contained in this Special Term 18 shall also apply in respect of any <i>Notice to Proceed</i> and any associated <i>Commencement Agreement</i> in relation to any <i>Works Package</i> .		
	18.8.	Termination of the FAC-1 Contract pursuant to Special Term 18.6 shall not cause any Notice to Proceed which has been entered into to terminate automatically, but the Alliance Member acknowledges that the Client shall have the right to terminate that Notice to Proceed pursuant to its terms.		
19.	EQUALITY LEGISLATION			
	19.1.	Notwithstanding any other provision of the <i>FAC-1 Contract</i> or any <i>Notice to Proceed</i> , the Alliance Member shall (and shall ensure that its personnel and its <i>Specialists</i> shall):		
		19.1.1.	perform its duties and obligations under the <i>FAC-1 Contract</i> and any <i>Notice to Proceed</i> in accordance with:	
			19.1.1.1.	any <i>Applicable Law</i> in relation to non-discrimination and equality (whether in relation to race, sex, gender (including gender reassignment), religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise); and
			19.1.1.2.	any other requirements and instructions which the <i>Client</i> or the <i>Alliance Manager</i> (on the instruction of the <i>Client</i> ) reasonably notifies to the <i>Alliance Member</i> from time to time in writing in connection with any non-discrimination and/or equality-related obligations imposed on the <i>Client</i> at any time under any <i>Applicable Law</i> ; and
		19.1.2.	take all necessary steps, and inform the <i>Client</i> of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission (or any successor or equivalent replacement organisation to the same).	



20.	MODERN SLAVERY		
	20.1.	The Alliance Member undertakes that it shall comply with all requirements of the Modern Slavery Act 2015 and it warrants and represents to the <i>Client</i> that neither it nor any of its employees, agents and/or <i>Specialists</i> (as far as the <i>Alliance Member</i> is aware, having made reasonable enquiries of each <i>Specialist</i> prior to the date of their subcontracts and having also included wording in their subcontracts that is no less onerous than this <i>Special Term</i> 20) has:	
		20.1.1.	committed an <i>MSA Offence</i> ;
		20.1.2.	been notified that it is subject to an investigation relating to an alleged <i>MSA Offence</i> or prosecution under the Modern Slavery Act 2015; and/or
		20.1.3.	is aware of any circumstances within its <i>Supply Chain</i> (including its <i>Specialists</i> ) that could give rise to an investigation relating to an alleged <i>MSA Offence</i> or prosecution under the Modern Slavery Act 2015.
	20.2.	The Alliance Member shall notify the <i>Client</i> and <i>Alliance Manager</i> immediately in writing if it becomes aware of the fact or has reason to believe that it has, or any of its employees, agents and/or <i>Specialists</i> have, breached or potentially breached any of the Alliance Member's obligations under <i>Special Term</i> 20.1 and any such notice shall set out full details of the circumstances concerning the breach or potential breach of the <i>Alliance Member's</i> obligations under <i>Special Term</i> 20.1.	
	20.3.	If the Alliance Member is in breach of this <i>Special Term</i> 20, the <i>Client</i> may terminate the <i>Alliance Member's</i> engagement under all or part of the <i>FAC-1 Contract</i> in accordance with <i>Contract Term</i> 14.4.	
21.	WHISTLE BLOWING		
	21.1.	The Alliance Member shall ensure that staff engaged by it in connection with the <i>FAC-1 Contract</i> (and use reasonable endeavours to ensure that any staff engaged by any <i>Specialist</i> ) are aware of the requirements of the Public Interest Disclosure Act 1998, any whistle blowing policy that the <i>Alliance Member</i> 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.	
22.	TAX COMPLIANCE		
	22.1.	If, at any time during the Alliance Member's engagement under the <i>FAC-1 Contract</i> , it becomes aware that it is subject to an <i>Occasion of Tax Non-Compliance</i> , the <i>Alliance Member</i> shall notify the <i>Client</i> and the <i>Alliance Manager</i> in writing of the same within seven (7) days of its occurrence and thereafter promptly give the <i>Client</i> and the <i>Alliance Manager</i> :	
		22.1.1.	details of the steps it is taking to address the <i>Occasion of Tax Non-Compliance</i> and to prevent the same from recurring, together with any mitigating factors it considers relevant; and
		22.1.2.	such other information in relation to the <i>Occasion of Tax Non-Compliance</i> as the <i>Client</i> and/or the <i>Alliance Manager</i> may reasonably require.
	22.2.	If the Alliance Member 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 <i>NICs</i> in respect of consideration received under or pursuant to the <i>FAC-1 Contract</i> , the <i>Alliance Member</i> shall:
	22.2.1.	at all times comply with <i>ITEPA</i> and all other <i>Applicable Law</i> relating to income tax, <i>SSCBA</i> and all other statutes and regulations relating to <i>NICs</i> , in respect of that consideration; and
	22.2.2.	indemnify the <i>Client</i> against any income tax, <i>NICs</i> (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 provision of the <i>Works and/or Services</i> by the <i>Alliance Member</i> or any persons engaged by it, including where the <i>Client</i> is required to pay or account for to the relevant taxing authority any sums (of whatever type and nature) due to the engagement by the <i>Alliance Member</i> of any individual(s) engaged through a limited company or partnership which meets the conditions specified in sections 61O or 61P of <i>ITEPA</i> (provided that such recovery is not prohibited by <i>Applicable Law</i> ).
23.	<b>DATA PROTECTION</b>	
	23.1.	The Alliance Member:
	23.1.1.	shall comply and ensure that their respective personnel (which term for the purposes of this <i>Special Term 23</i> shall include all directors, officers, employees, servants, agents, consultants, <i>Specialists</i> and <i>Supply Chain members</i> ) complies with all applicable requirements of the <i>Data Protection Laws</i> and shall not knowingly or negligently by any act and/or omission, place any <i>Party</i> in breach, or potential breach of <i>Data Protection Laws</i> ; and
	23.1.2.	acknowledges and agrees that this <i>Special Term 23</i> is in addition to and does not relieve, remove or replace its obligations under the <i>Data Protection Laws</i> .
	23.2.	The Alliance Member acknowledges and agrees that it may need to <i>Process Personal Data</i> relating to another <i>Party's</i> (other <i>Parties'</i> ) personnel (in their respective capacities as <i>Controllers</i> ) in order to (as appropriate):
	23.2.1.	administer and provide the <i>Works and/or Services</i> ;
	23.2.2.	request and receive the <i>Works and/or Services</i> ;
	23.2.3.	request or grant access to any <i>Works Package Site(s)</i> and/or other sites in connection with the <i>FAC-1 Programme</i> , including security and background checks where required;
	23.2.4.	compile, dispatch and manage the payment of invoices relating to the <i>Works and/or Services</i> ;
	23.2.5.	manage the <i>FAC-1 Contract</i> and any <i>Notices to Proceed</i> and resolve any disputes relating to it;
	23.2.6.	respond and/or raise general queries relating to the <i>Works and/or Services</i> ; and
	23.2.7.	comply with their respective obligations under and in connection with this <i>FAC-1 Contract</i> and any <i>Notice to Proceed</i> ;
		together the " <b><i>Permitted Purposes</i></b> ".



	23.3.	The Alliance Member:	
		23.3.1.	shall <i>Process</i> such <i>Personal Data</i> relating to each <i>Party's</i> personnel for the <i>Permitted Purposes</i> in accordance with their own fair processing notices (which each <i>Party</i> shall make available to the other); and
		23.3.2.	acknowledge that they may be required to share <i>Personal Data</i> with the <i>Programme Consultants</i> in the case of the Alliance Member their group companies, and other relevant parties in order to carry out the activities listed in <i>Special Term 23.3</i> and in doing so the Alliance Member will ensure that the sharing and use of this <i>Personal Data</i> complies with applicable <i>Data Protection Laws</i> .
	23.4.	The Alliance Member shall ensure that all fair processing notices have been given to (and as applicable consents obtained from) the relevant <i>Data Subjects</i> and are sufficient in scope to allow the relevant <i>Party</i> to <i>Process</i> the <i>Personal Data</i> as anticipated by <i>Special Term 23.2</i> and <i>Special Term 23.3</i> .	
	23.5.	Without limiting the application of <i>Special Term 23.1</i> to <i>Special Term 23.3</i> (inclusive), the Alliance Member shall:	
		23.5.1.	only <i>Process</i> the <i>Personal Data</i> for the <i>Permitted Purposes</i> ;
		23.5.2.	make due notification to the Information Commissioner's Office (or other such regulatory authority as required by <i>Data Protection Laws</i> ), including in relation to its use and <i>Processing</i> of the <i>Personal Data</i> and comply at all times with the <i>Data Protection Laws</i> ;
		23.5.3.	maintain complete and accurate records and information to demonstrate its compliance with this <i>Special Term 23</i> , provided always that this requirement does not apply to the Alliance Member where the <i>Alliance Member</i> employs fewer than two hundred and fifty (250) staff, unless
		23.5.3.1.	the <i>Client</i> determines that the <i>Processing</i> is not occasional;
		23.5.3.2.	the <i>Client</i> determines the <i>Processing</i> includes special categories of data as referred to in Article 9(1) of the <i>UK GDPR</i> or <i>Personal Data</i> relating to criminal convictions and offences referred to in Article 10 of the <i>UK GDPR</i> ; and/or
		23.5.3.3.	the <i>Client</i> determines that the <i>Processing</i> is likely to result in a risk to the rights and freedoms of <i>Data Subjects</i> ;
		23.5.4.	prepare and/or support the <i>Client</i> (as applicable) in preparing, any <i>Data Protection Impact Assessment</i> prior to commencing any <i>Processing</i> ;
		23.5.5.	ensure that it has in place <i>Protective Measures</i> , which are appropriate to protect against a <i>Data Loss Event</i> , which the <i>Client</i> may reasonably reject (but failure to reject shall not amount to approval by the <i>Client</i> of the adequacy of the <i>Protective Measures</i> ), having taken account of the:
		23.5.5.1.	nature of the data to be protected;
		23.5.5.2.	harm that might result from a <i>Data Loss Event</i> ;



			23.5.5.3.	state of technological development; and
			23.5.5.4.	cost of implementing any measures;
		23.5.6.		not transfer <i>Personal Data</i> outside the United Kingdom unless the prior written consent of the <i>Client</i> has been obtained and the following conditions are fulfilled:
			23.5.6.1.	the Alliance Member has provided appropriate safeguards in relation to the transfer (in accordance with the <i>Data Protection Laws</i> ) as determined by the <i>Originating Controller</i> ;
			23.5.6.2.	the <i>Data Subject</i> has enforceable rights and effective legal remedies;
			23.5.6.3.	the <i>Alliance Member</i> complies with its obligations under the <i>Data Protection Laws</i> by providing an adequate level of protection to any <i>Personal Data</i> that is transferred; and
			23.5.6.4.	the <i>Alliance Member</i> complies with any reasonable instructions notified to it in advance by the <i>Originating Controller</i> with respect to the <i>Processing</i> of the <i>Personal Data</i> ;
		23.5.7.		at the written direction of the <i>Client</i> , delete or return <i>Personal Data</i> (and any copies of it) to the <i>Client</i> on termination of the <i>Alliance Member's</i> engagement under the <i>FAC-1 Contract</i> and any <i>Notice to Proceed</i> unless the <i>Alliance Member</i> is required by <i>Applicable Law</i> to retain such <i>Personal Data</i> ;
		23.5.8.		notify the <i>Client</i> immediately if it
			23.5.8.1.	receives a <i>Data Subject Request</i> (or purported <i>Data Subject Request</i> );
			23.5.8.2.	receives a request to rectify, block or erase any <i>Personal Data</i> ;
			23.5.8.3.	receives any other request, complaint or communication relating to any <i>Party's</i> obligations under the <i>Data Protection Laws</i> ;
			23.5.8.4.	receives any communication from the Information Commissioner's Office or any other regulatory authority (including a supervisory authority as defined in the <i>Data Protection Laws</i> ) in connection with <i>Personal Data Processed</i> under this <i>FAC-1 Contract</i> or any <i>Notice to Proceed</i> ;
			23.5.8.5.	receives a request from any third party for disclosure of <i>Personal Data</i> where compliance with such request is required or purported to be required by <i>Applicable Law</i> ; and/or
			23.5.8.6.	becomes aware of a <i>Data Loss Event</i> ;
		23.5.9.		following notification to the <i>Client</i> as noted above and the <i>Client's</i> determination and confirmation to the Alliance Member as to whether it or the <i>Alliance Member</i> shall be the primary point of contact and responder to the request, complaint or communication





			received (and all <i>Parties</i> shall ensure this is reflected within the relevant fair processing notices provided to <i>Data Subjects</i> ) then where the <i>Client</i> :
		23.5.9.1.	designates the <i>Alliance Member</i> as the primary point of contact, provide updates and further information to the <i>Client</i> , including (where directed by the <i>Client</i> ) allowing the <i>Client</i> to have final oversight and approval of any response, prior to such response being released to the relevant party; and
		23.5.9.2.	designates itself as the primary point of contact, provide all support as necessary within the timescales directed by the <i>Client</i> , including providing all <i>Personal Data</i> held by the <i>Alliance Member</i> in respect of the request, complaint or communication received to the <i>Client</i> as soon as practicable and in any event within five (5) days, or as otherwise agreed by the <i>Client</i> acting reasonably and in good faith;
		23.5.10.	further to the Alliance Member's obligation to notify set out above, provide further information to the <i>Client</i> in phases, as details become available, provided always that:
		23.5.10.1.	the Alliance Member shall be the primary point of contact for any communication in respect of the <i>Data Loss Event</i> to which it is subject;
		23.5.10.2.	the <i>Alliance Member</i> shall act quickly to remedy a <i>Data Loss Event</i> and minimise the impact(s) of a <i>Data Loss Event</i> ; and
		23.5.10.3.	the <i>Alliance Member</i> and the <i>Client</i> shall work together (acting reasonably and in good faith) to formulate responses, notifications and other communications in respect of the <i>Data Loss Event</i> ;
		23.5.11.	provide such assistance as is reasonably requested by the <i>Client</i> within such timescales as requested by the <i>Client</i> in relation to any <i>Data Subject Request</i> received by the <i>Client</i> , <i>Data Loss Event</i> suffered by the <i>Client</i> or any request from the Information Commissioner's Office, or any consultation by the <i>Client</i> with the Information Commissioner's Office in relation to any <i>Personal Data</i> shared by the Alliance Member with the <i>Client</i> ;
		23.5.12.	take reasonable steps to ensure the reliability of and adequate training of, any personnel who have access to the <i>Personal Data</i> ;
		23.5.13.	hold the information contained in the <i>Personal Data</i> confidentially
		23.5.14.	not do anything which shall damage the reputation of its (if applicable) or the <i>Client's</i> or any third party from whom the <i>Personal Data</i> may originate (being consultants, contractors and subcontractors) relationship with the <i>Data Subjects</i> ; and
		23.5.15.	allow for audits of its <i>Processing</i> activity by the <i>Client</i> or the <i>Client's</i> designated auditor.
	23.6.	Before the Alliance Member allows any <i>Sub-Processor</i> to <i>Process</i> any <i>Personal Data</i> received from the <i>Client</i> or the <i>Client</i> personnel related to the	



		FAC-1 Contract or a Notice to Proceed, the Alliance Member must:	
		23.6.1.	notify the Client in writing of the intended Sub-Processor and Processing;
		23.6.2.	obtain the written consent of the Client;
		23.6.3.	enter into a written agreement with the Sub-Processor which give effect to the terms set out in Articles 28 of the UK GDPR and to enable the Alliance Member to meet its obligations under this Special Term 23; and
		23.6.4.	provide the Controller with such information regarding the Sub-Processor as the Controller may reasonably require.
	23.7.	The Alliance Member shall remain fully liable for all acts or omissions of any of its Sub-Processors in connection with the application of Data Protection Laws and the provisions of this Special Term 23.	
	23.8.	The Client may, at any time on not less than thirty (30) Working Days' notice, revise this Special Term 23 by replacing it with any applicable "Controller" to "Controller" standard clauses or similar terms forming part of an applicable certification scheme (which shall be deemed to apply to this FAC-1 Contract when received by the Alliance Member).	
	23.9.	The Alliance Member agrees to take account of any guidance issued by the Information Commissioner's Office from time to time in connection with the storage and/or Processing of Personal Data.	
	23.10.	The Client may on not less than thirty (30) Working Days' notice to the Alliance Member amend this FAC-1 Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office and/or its own internal requirements and/or policies in connection with Data Protection Laws.	
	23.11.	The Alliance 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 Special Term 23 by the Alliance Member and/or its personnel (of any type) and/or its Specialists and Supply Chain members.	
24.	AUDIT		
	24.1.	The Alliance Member shall:	
		24.1.1.	keep and maintain during the Period for Retention, full and accurate records in connection with its engagement under the FAC-1 Contract and any Notice to Proceed, covering all Works and/or Services provided by or on behalf of the Alliance Member and all payments made by the Client (including in relation to any Order pursuant to any Early Works Terms and any Works Package pursuant to and in accordance with the Notice to Proceed);
		24.1.2.	on request, afford the Client or the Client's representatives such access to those records and processes as may be requested by the Client in connection with the FAC-1 Contract and/or any Notice to Proceed;



		24.1.3.	make available to the <i>Client</i> , without charge and on request, copies of audit reports obtained by the Alliance Member in relation to the <i>Works and/or Services</i> ;
		24.1.4.	allow authorised representatives of the <i>Client</i> and/or the <i>National Audit Office</i> , the Financial Reporting Council and/or the Cabinet Office to examine the Alliance Member's records and documents relating to the <i>FAC-1 Contract</i> or any <i>Notice to Proceed</i> (including any documents annexed to and/or referred to in an <i>Order for Pre-Contract Activities</i> or <i>Stage 2 Services</i> and any <i>Commencement Agreement</i> in respect of a <i>Works Package</i> ) and provide such copies and any oral and/or written explanations as may reasonably be required to substantiate the same; and
		24.1.5.	allow the Comptroller and Auditor General (as the head of the <i>National Audit Office</i> from time to time, as well as its appointed representatives) access free of charge during normal business hours on reasonable notice, to all such documents (in any medium) and other information as the Comptroller and Auditor General may reasonably require for the purposes of its financial audit of the <i>Client</i> and for carrying out examinations into the economy, efficiency and effectiveness with which the <i>Client</i> has used its resources and the Alliance Member shall provide such explanations as are reasonably required for these purposes.
<b>25.</b>	<b>SUSTAINABILITY</b>		
	25.1.	The Alliance Member shall:	
		25.1.1.	comply with the applicable <i>Government Buying Standards</i> ;
		25.1.2.	provide, from time to time, in a format reasonably required by the <i>Alliance Manager</i> , reports on the environmental effects of providing the <i>Works and/or Services</i> ;
		25.1.3.	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
		25.1.4.	perform its obligations under the <i>FAC-1 Contract</i> and any <i>Notice to Proceed</i> in a way that:
		25.1.4.1.	supports the <i>Client's</i> achievement of the <i>Greening Government Commitments</i> ;
		25.1.4.2.	conserves energy, water, wood, paper and other resources;
		25.1.4.3.	reduces waste and avoids the use of ozone depleting substances; and
		25.1.4.4.	minimises the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
<b>26.</b>	<b>NOT USED</b>		
<b>27.</b>	<b>CYBER ESSENTIALS SCHEME</b>		





	27.1.	Where the <i>Client</i> has notified the Alliance Member that its engagement (and continued engagement) under the <i>FAC-1 Contract</i> and/or the issue of any <i>Notice to Proceed</i> is conditional upon receipt of a <i>Valid Cyber Essentials Plus Certificate</i> or <i>Valid Cyber Essential Certificate</i> equivalent, then the <i>Alliance Member</i> shall provide to the <i>Client</i> a copy of relevant certificate within ten (10) <i>Working Days</i> of the <i>FAC-1 Contract Commencement Date</i> or the date of the <i>Client's</i> request (as the context requires).
	27.2.	Where the Alliance Member processes <i>Cyber Essentials Scheme Data</i> in connection with the <i>FAC-1 Programme</i> at any time during its engagement under the <i>FAC-1 Contract</i> or any <i>Notice to Proceed</i> in connection with the <i>FAC-1 Programme</i> , the <i>Alliance Member</i> shall deliver to the <i>Client</i> evidence of renewal of a <i>Valid Cyber Essentials Plus Certificate</i> or <i>Valid Cyber Essentials Certificate</i> equivalent on each anniversary of the first (1st) applicable certificate obtained by the <i>Alliance Member</i> , whether pursuant to and in accordance with <i>Special Term 27.1</i> or otherwise (as the context requires).
	27.3.	In the event that the Alliance Member fails to comply with <i>Special Term 27.1</i> and/or <i>Special Term 27.2</i> , the <i>Client</i> reserves the right to terminate the engagement of the <i>Alliance Member</i> under the <i>FAC-1 Contract</i> in accordance with <i>Contract Term 14.4</i> and reserves the right to terminate the engagement of the Alliance Member under any <i>Notice to Proceed</i> entered into in respect of any Works Package.
28.	<b>FINANCIAL STANDING</b>	
	28.1.	The <i>Client</i> may terminate the appointment of the Alliance Member under the <i>FAC-1 Contract</i> in accordance with <i>Contract Term 14.4</i> where, in the reasonable opinion of the <i>Client</i> , there is a material detrimental change in the financial standing and/or the credit rating of the <i>Alliance Member</i> which:
		28.1.1. adversely impacts the <i>Alliance Member's</i> ability to perform its obligations under the <i>FAC-1 Contract</i> , and/or
		28.1.2. could reasonably be expected to have an adverse impact on the <i>Alliance Member's</i> ability to perform its obligations under the <i>FAC-1 Contract</i> .
	28.2	The <i>Alliance Member</i> acknowledges that the <i>Client</i> may review the financial standing and/or the credit rating of the <i>Alliance Member</i> prior at any time during the term of the <i>FAC-1 Contract</i> , in particular prior to issue of any <i>Order</i> , <i>Notice to Proceed</i> and/or any <i>Commencement Agreement</i> . The <i>Alliance Member</i> acknowledges and agrees that it has no entitlement to be issued with any <i>Order</i> , <i>Notice to Proceed</i> and/or <i>Commencement Agreement</i> and that such review may result in the <i>Client</i> not issuing the relevant <i>Order</i> , <i>Notice to Proceed</i> and/or <i>Commencement Agreement</i> . In such case the <i>Alliance Member</i> shall have no entitlement to make any claim and irrevocably and unconditionally waives and abandons any and all claims against the <i>Client</i> (whether in contract, tort or any other basis of law) in respect of any costs, damages, expense and/or loss (including, without limitation, any amounts in respect of loss or deferment of anticipated or actual profit, loss of expectation, bid costs, loss of revenue, loss of turnover, loss of use, loss of opportunity, loss of production, costs of finance, business interruption or any similar damage or for any consequential and/or indirect losses of any other kind and on any basis) arising out of or in connection with the <i>Client</i> exercising its rights under this clause 28.2 and/or where the <i>Client</i> does not instruct the <i>Alliance Member</i> to undertake any <i>Order(s)</i> and/or issue a <i>Notice to Proceed</i> and/or



		a <i>Commencement Agreement</i> to the <i>Alliance Member</i> , including in respect of any expenditure of any kind incurred by the <i>Alliance Member</i> in expectation of being issued an <i>Order</i> , a <i>Notice to Proceed</i> and/or a <i>Commencement Agreement</i> in respect of any <i>Works Package</i>		
	28.3	The <i>Alliance Member</i> acknowledges that, in the event of termination by the <i>Client</i> pursuant to <i>Special Term</i> 28.1, the <i>Client</i> reserves the right to terminate any <i>Notice to Proceed</i> in accordance with its terms.		
29.	FINANCIAL DISTRESS			
	29.1.	The <i>Alliance Member</i> warrants and represents to the <i>Client</i> that as at the <i>FAC-1 Contract Commencement Date</i> its credit rating as determined by the <i>Rating Agency</i> is equal to or exceeds its <i>Agreed Credit Rating</i> .		
	29.2.	The <i>Alliance Member</i> shall promptly notify (or shall procure that its auditors promptly notify) the <i>Client</i> and the <i>Alliance Manager</i> in writing if any <i>Rating Agency</i> downgrades the <i>Alliance Member's</i> credit rating below its <i>Agreed Credit Rating</i> (and in any event within five (5) <i>Working Days</i> from the occurrence of the downgrade) (a " <b>Notifiable Credit Rating Downgrade</b> ").		
	29.3.	If the <i>Alliance Member</i> is subject to a <i>Notifiable Credit Rating Downgrade</i> , the <i>Alliance Member</i> shall ensure that the <i>Alliance Member's</i> auditors thereafter provide the <i>Client</i> and the <i>Alliance Manager</i> within ten (10) <i>Working Days</i> from the end of the then current financial year of the <i>Alliance Member</i> and within ten (10) <i>Working Days</i> from the date of any written request by the <i>Client</i> or the <i>Alliance Manager</i> (such requests not to exceed four (4) in any one (1) financial year of the <i>Alliance Member</i> ) with written calculations of the quick ratio for the <i>Alliance Member</i> as at the relevant time, with " <b>quick ratio</b> " in this context being the sum of the following calculation: <b>REDACTED</b>		
	29.4.	Without prejudice to the generality of <i>Special Term</i> 29.2, the <i>Alliance Member</i> shall:		
		29.4.1.	regularly monitor the credit ratings of the <i>Alliance Member</i> with the <i>Rating Agency</i> ; and	
		29.4.2.	promptly notify (or shall procure that its auditors promptly notify) the <i>Client</i> and the <i>Alliance Manager</i> in writing following the occurrence of a <i>Financial Distress Event</i> or any fact, circumstance or matter which could cause a <i>Financial Distress Event</i> and in any event, shall ensure that such notification is made within ten (10) <i>Working Days</i> of the date on which the <i>Alliance Member</i> first becomes aware of the <i>Financial Distress Event</i> or the fact, circumstance or matter which could cause a <i>Financial Distress Event</i> .	
	29.5.	Following the notification issued by the <i>Alliance Member</i> pursuant to <i>Special Term</i> 29.4:		
		29.5.1.	the <i>Alliance Member</i> shall:	
			29.5.1.1.	at the request of the <i>Alliance Manager</i> , meet the <i>Client</i> and the <i>Alliance Manager</i> within three (3) <i>Working Days</i> of such notification (or such other period as the <i>Client</i> or the <i>Alliance Manager</i> on the <i>Client's</i> behalf may permit and notify to the <i>Alliance Member</i> in writing) to review the effect of the actual or potential <i>Financial Distress Event</i> on its continuing ability to performance and discharge its obligations under and in connection with



				the <i>FAC-1 Contract</i> ; and
			29.5.1.2.	where the <i>Client</i> reasonably believes and notifies the <i>Alliance Member</i> in writing (taking into account any discussions and representations under <i>Special Term 29.5.1.1</i> ) that the actual or potential <i>Financial Distress Event</i> could impact on the <i>Alliance Member's</i> continued performance and discharge its obligations under and in connection with the <i>FAC-1 Contract</i> or any <i>Notice to Proceed</i> , the <i>Alliance Member</i> shall:
				(a) submit to the <i>Client</i> and the <i>Alliance Manager</i> for approval, a draft <i>Financial Distress Service Continuity Plan</i> within five (5) <i>Working Days</i> of the date of the notification (or such other period as the <i>Client</i> may permit and notify to the <i>Alliance Member</i> in writing); and
				(b) provide such financial information relating to the financial standing of the <i>Alliance Member</i> as the <i>Client</i> and the <i>Alliance Manager</i> may reasonably require;
		29.5.2.	the <i>Client</i> and the <i>Alliance Manager</i> shall not withhold its approval of a draft <i>Financial Distress Service Continuity Plan</i> unreasonably;	
		29.5.3.	if the <i>Client</i> and the <i>Alliance Manager</i> do not approve a draft <i>Financial Distress Service Continuity Plan</i> submitted by the <i>Alliance Member</i> , they shall inform the <i>Alliance Member</i> of its reasons and the <i>Alliance Member</i> shall take those reasons into account in the preparation of a further draft <i>Financial Distress Service Continuity Plan</i> , which shall be resubmitted to the <i>Client</i> within five (5) <i>Working Days</i> of the rejection of the first or subsequent (as the case may be) drafts, with this process being repeated until the <i>Financial Distress Service Continuity Plan</i> is approved by the <i>Client</i> or referred to the dispute resolution procedure referred to at <i>Contract Term 15.1</i> of the <i>FAC-1 Contract</i> ;	
		29.5.4.	if the <i>Client</i> and the <i>Alliance Manager</i> consider that a draft <i>Financial Distress Service Continuity Plan</i> is insufficiently detailed to be properly evaluated, will take too long to complete or will not remedy the relevant <i>Financial Distress Event</i> , then it may either agree a further time period for the development and agreement of the <i>Financial Distress Service Continuity Plan</i> or escalate any issues with the draft <i>Financial Distress Service Continuity Plan</i> using the dispute resolution procedure referred to at <i>Contract Term 15.1</i> of the <i>FAC-1 Contract</i> ; and	
		29.5.5.	following the approval of the <i>Financial Distress Service Continuity Plan</i> by the <i>Client</i> and the <i>Alliance Manager</i> , the <i>Alliance Member</i> shall:	
			29.5.5.1.	on a regular basis (which shall not be less than monthly), review the <i>Financial Distress Service Continuity Plan</i> and assess whether it remains adequate and up-to-date to ensure that the continued performance in accordance with the <i>FAC-1 Contract</i> and any <i>Notice to Proceed</i> ;



			29.5.5.2.	where the <i>Financial Distress Service Continuity Plan</i> is not adequate or up to date, submit an updated <i>Financial Distress Service Continuity Plan</i> to the <i>Client</i> and the <i>Alliance Manager</i> for their approval, and the provisions of this clause shall apply to the review and approval process for the updated <i>Financial Distress Service Continuity Plan</i> ; and
			29.5.5.3.	comply with the <i>Financial Distress Service Continuity Plan</i> (including any updated <i>Financial Distress Service Continuity Plan</i> ).
	29.6.	Where the <i>Alliance Member</i> reasonably believes that the relevant actual or potential <i>Financial Distress Event</i> (or the circumstance or matter which has caused or otherwise led to it) no longer exists, it shall notify the <i>Client</i> and subject to the agreement of the <i>Client</i> , the <i>Alliance Member</i> may be relieved of its obligations under <i>Special Term 29</i> in respect of that specific actual or potential <i>Financial Distress Event</i> only.		
	29.7.	The <i>Client</i> shall be entitled to terminate the appointment of the Alliance Member under the <i>FAC-1 Contract</i> in accordance with <i>Contract Term 14.4</i> if:		
		29.7.1.	the <i>Alliance Member</i> fails to notify the <i>Client</i> of a <i>Financial Distress Event</i> in accordance with <i>Special Term 29.4</i> ;	
		29.7.2.	the <i>Client</i> , the <i>Alliance Manager</i> and the Alliance Member fail to agree a <i>Financial Distress Service Continuity Plan</i> (or any updated <i>Financial Distress Service Continuity Plan</i> ) in accordance with <i>Special Term 29.5</i> ; and/or	
		29.7.3.	the <i>Alliance Member</i> fails to comply with the terms of the <i>Financial Distress Service Continuity Plan</i> (or any updated <i>Financial Distress Service Continuity Plan</i> ) in accordance with <i>Special Term 29.5</i> .	
	29.8.	Each time that an <i>Order</i> and/or a <i>Notice to Proceed</i> and/or a <i>Commencement Agreement</i> is executed by the <i>Client</i> and the Alliance Member in accordance with the <i>FAC-1 Contract</i> , the warranty in <i>Special Term 29.1</i> shall be deemed to be repeated by the Alliance Member with reference to the circumstances existing at the time on a mutatis mutandis basis.		
	29.9.	Without prejudice to the <i>Alliance Member's</i> obligations and the <i>Client's</i> rights and remedies under the <i>FAC-1 Contract</i> , if, following the occurrence of a <i>Financial Distress Event</i> that relates to the downgrading of the <i>Alliance Member's</i> credit rating below the <i>Credit Rating Threshold</i> , the <i>Rating Agency</i> reviews and reports subsequently that the credit ratings do not fall below the relevant <i>Credit Rating Threshold</i> , then the <i>Alliance Member</i> shall be relieved automatically of its obligations under <i>Special Term 29.4</i> and <i>Special Term 29.5</i> .		
30.	TERMINATION UNDER THE PUBLIC CONTRACTS REGULATIONS 2015			
	30.1.	The <i>Client</i> may terminate the Alliance Member's engagement under the <i>FAC-1 Contract</i> if any of the circumstances set out at paragraph 73(1) of the <i>PCR 2015</i> apply on the following basis:		
		30.1.1.	if the <i>Client</i> terminates the Alliance Member's engagement under the <i>FAC-1 Contract</i> by reference to the circumstances set out at paragraph 73(1)(b) of the <i>PCR 2015</i> as a result of information not disclosed by the <i>Alliance Member</i> as at the <i>FAC-1 Contract Commencement Date</i> , this shall be treated as termination due to a	



			breach of the <i>FAC-1 Contract</i> by the Alliance Member for the purposes of <i>Contract Term 14.4</i> (and subject to the provisions of such <i>Contract Term 14.4</i> ); or
		30.1.2.	if the <i>Client</i> otherwise terminates the Alliance Member's engagement under the <i>FAC-1 Contract</i> by reference to the circumstances set out at regulation 73(1)(a) or regulation 73(1)(c) of the <i>PCR 2015</i> , this shall be treated as a termination by the <i>Client</i> under <i>Contract Term 14.2</i> .
	30.2		Termination of the <i>FAC-1 Contract</i> in accordance with Special Term 30.1 shall not cause any Notice to Proceed entered into to terminate automatically. In the event that the circumstances set out at paragraph 73(1) of the <i>PCR 2015</i> apply to a Notice to Proceed, the <i>Client's</i> rights in respect of termination are as set out in the Notice to Proceed.
31.	<b>CHANGE OF CONTROL</b>		
	31.1.		The Alliance Member shall notify the <i>Client</i> and the <i>Alliance Manager</i> within ten (10) <i>Working Days</i> of it:
		31.1.1.	becoming aware that it may be subject to a <i>Change of Control</i> (provided always that where to do so would contravene any <i>Applicable Law</i> , the <i>Alliance Member</i> shall notify the <i>Client</i> of such proposed <i>Change of Control</i> immediately upon it becoming permitted by <i>Applicable Law</i> to do so); or
		31.1.2.	(in any event) being subject to a <i>Change of Control</i> ,
			with each of these circumstances being a " <b><i>Change of Control Event</i></b> ".
	31.2.		A failure by the Alliance Member to notify the <i>Client</i> and the <i>Alliance Manager</i> of a <i>Change of Control Event</i> within the time period specified in <i>Special Term 31.1</i> shall entitle the <i>Client</i> to terminate the engagement of the <i>Alliance Member</i> under the <i>FAC-1 Contract</i> in accordance with clause 14.4 and any Notice to Proceed, pursuant to the terms of the Notice to Proceed.
	31.3.		Where the <i>Client</i> receives a notification of a <i>Change of Control Event</i> pursuant to <i>Special Term 31.1</i> :
		31.3.1.	the <i>Client</i> shall undertake and complete its own due diligence on the Alliance Member to determine (acting reasonably) that, following such proposed or actual <i>Change of Control</i> , the <i>Alliance Member</i> shall continue to satisfy (without limitation) the economic and financial standing and technical and professional competency requirements that the <i>Alliance Member</i> , prior to the <i>Change of Control</i> , was required to satisfy as a precondition to being engaged under the <i>FAC-1 Contract</i> ; and
		31.3.2.	if the <i>Client</i> is not satisfied (in its sole discretion) that such requirements will be satisfied by the Alliance Member if a potential <i>Change of Control</i> occurs or are not satisfied by the <i>Alliance Member</i> following an actual <i>Change of Control</i> (as the context permits), the <i>Client</i> shall be entitled to terminate the engagement of the <i>Alliance Member</i> under the <i>FAC-1 Contract</i> in accordance with <i>Contract Term 14.4</i> and any Notice to Proceed in accordance with its terms.
32.	<b>FURTHER ASSURANCE</b>		
	32.1.		The Alliance Member undertakes at the request of the <i>Client</i> or the <i>Alliance</i>





		<i>Manager</i> in writing (and at its own expense) to do all acts and execute all documents which may be reasonably necessary to give effect to the meaning and intention of the <i>FAC-1 Contract</i> , the <i>Early Works Terms</i> and/or any Notice to Proceed (as the context requires).	
33.	<b>SUSPENSION BY THE CLIENT</b>		
	33.1.	If the <i>Client</i> is entitled to terminate the engagement of the Alliance Member under the <i>FAC-1 Contract</i> and a <i>Notice to Proceed</i> has not been executed by the <i>Client</i> and the <i>Alliance Member</i> in connection with the <i>Works Package</i> allocated to the <i>Alliance Member</i> as at that time, the <i>Client</i> may instead elect in its sole discretion to suspend the <i>Alliance Member's</i> entitlement to be issued a <i>Notice to Proceed</i> in respect of a <i>Works Package</i> under the <i>FAC-1 Contract</i> by written notice from the <i>Alliance Manager</i> to the <i>Alliance Member</i> , and the <i>Alliance Member</i> acknowledges and agrees that it shall not have any entitlement to be issued any <i>Notice to Proceed</i> in connection with its allocated <i>Works Package</i> during the period specified in such notice.	
	33.2.	The <i>Alliance Member</i> acknowledges and agree that:	
		33.2.1.	the <i>Client's</i> right of suspension under <i>Special Term</i> 33.1 is without prejudice to any right of termination which has already accrued, or subsequently accrues, to the <i>Client</i> under the <i>FAC-1 Contract</i> ; and
		33.2.2.	any suspension under <i>Special Term</i> 33.1 shall not affect the Alliance Member's obligation to perform its duties and obligations under any <i>Order</i> that has been executed by the <i>Client</i> and the <i>Alliance Member</i> prior to the prior to the date of the suspension notice issued pursuant to <i>Special Term</i> 33.1.
	33.3.	If the <i>Client</i> issues a suspension notice to the Alliance Member in accordance with this <i>Special Term</i> 33, the <i>Alliance Member's</i> engagement under the <i>FAC-1 Contract</i> shall be suspended for the period set out in the notice or such other period notified to the <i>Alliance Member</i> by the <i>Alliance Manager</i> in writing from time to time.	
	33.4.	Without prejudice to the generality of <i>Special Term</i> 33.1 to <i>Special Term</i> 33.3 (inclusive):	
		33.4.1.	the <i>Client</i> may suspend the implementation of all or part of the <i>FAC-1 Programme</i> at any time and on written notice from the <i>Alliance Manager</i> to the Alliance Member; and
		33.4.2.	if the <i>Alliance Manager</i> does not instruct the Alliance Member to resume the performance of the relevant part(s) of the <i>FAC-1 Programme</i> that are the subject of such suspension notice in writing within six (6) months of the date of the notice, the Alliance Member may request written confirmation from the <i>Alliance Manager</i> as to whether the <i>Client</i> intends to proceed with the relevant part(s) of the <i>FAC-1 Programme</i> or otherwise individually or (as the context requires) collectively request that the <i>Client</i> terminates its (or their) engagement under the <i>FAC-1 Contract</i> ,
		following which if, in response to a request from the Alliance Member pursuant to <i>Special Term</i> 33.4.2:	
		(a)	the <i>Client</i> (or the <i>Alliance Manager</i> acting on its behalf) notifies the Alliance Member in writing that the <i>Client</i> intends to resume the performance of the relevant part(s) of the <i>FAC-1 Programme</i> and such resumption date is known, such notice shall specify such date



			and the Alliance Member shall resume the suspect part(s) of the <i>FAC-1 Programme</i> on that date;
		(b)	the <i>Client</i> (or the <i>Alliance Manager</i> acting on its behalf) notifies the Alliance Member in writing that the <i>Client</i> intends to resume the performance of the relevant part(s) of the <i>FAC-1 Programme</i> but does not, as at the date of the notice, know the exact date of such resumption, the notice shall specify an extended period for the suspension and the provisions of <i>Special Term</i> 33.4.2 shall be deemed to then apply to such further period mutatis mutandis; or
		(c)	the <i>Client</i> notifies the Alliance Member in writing that it wishes to terminate its engagement under the <i>FAC-1 Contract</i> , such termination will take effect within thirty (30) days of the day of the notification and the provisions of <i>Contract Term</i> 14.8 shall apply to such termination,
		provided always that:	
		(i)	the <i>Client</i> may, during any on-going period of suspension as notified under this <i>Special Term</i> 33.4, terminate the engagement of the Alliance Member in writing, with such termination will take effect within thirty (30) days of the day of the notification and the provisions of <i>Contract Term</i> 14.8 shall apply to the termination;
		(ii)	the provisions of this <i>Special Term</i> 33.4 shall not apply to any <i>Pre-Contract Activities</i> (including <i>Early Works</i> ) or <i>Stage 2 Services</i> which have been instructed pursuant to an <i>Order</i> or any <i>Works and/or Services</i> that have been instructed as at the date of the initial suspension notice pursuant to a Notice to Proceed, which shall be governed solely by the provisions of such <i>Early Work Terms</i> and <i>Notice to Proceed</i> respectively; and
		(iii)	unless specified in the original notice of suspension issued by the <i>Alliance Manager</i> or in any later notice issued by the <i>Client</i> or the <i>Alliance Manager</i> under <i>Special Term</i> 33.4.2(b), the <i>Alliance Member</i> shall not be entitled to any payment whatsoever from the <i>Client</i> arising out of or in connection with the suspension during or after any such period of suspension.
<b>34.</b>	<b>WAIVER &amp; CUMULATIVE REMEDIES</b>		
	34.1.	The rights and remedies of a <i>Party</i> under the <i>FAC-1 Contract</i> may be waived only by way of written notice by the <i>Party</i> giving such waiver (and any such waiver expressed as being provided by the <i>Client</i> shall not be valid if provided by or issued in the name of the <i>Alliance Manager</i> ) and in a manner that expressly states that a waiver is intended.	
	34.2.	Any failure by a <i>Party</i> at any time to enforce any provision of the <i>FAC-1 Contract</i> and/or to require performance by the other <i>Party</i> of any of the provisions of the <i>FAC-1 Contract</i> is not construed as a waiver of any such provision and does not affect the validity of the <i>FAC-1 Contract</i> or any part of the <i>FAC-1 Contract</i> or create any estoppel or in any other way affect the right of such <i>Party</i> to enforce any provision of the <i>FAC-1 Contract</i> in accordance with its terms.	
	34.3.	Unless otherwise provided in the <i>FAC-1 Contract</i> , the rights and remedies of each <i>Party</i> to the <i>FAC-1 Contract</i> are cumulative and do not exclude any rights or remedies provided by <i>Applicable Law</i> , in equity or otherwise.	



35.	LIABILITY PERIOD AND LIMITATION OF LIABILITY				
	35.1.	The <i>Client</i> and the <i>Alliance Member</i> (including any <i>Additional Alliance Members</i> as from the date of their relevant <i>Joining Agreement</i> ) acknowledge and agree that, whatever the manner in which they have executed the <i>FAC-1 Agreement</i> and (as the context requires) executed any <i>Order</i> , <i>Notice to Proceed</i> , <i>Commencement Agreement</i> and/or any <i>Joining Agreement</i> , the period of limitations (in respect of which the <i>Client</i> , the <i>Alliance Member</i> and (as applicable) each <i>Additional Alliance Member</i> 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 or in connection with the <i>FAC-1 Contract</i> (including in connection with any <i>Early Works Terms</i> referred to in any <i>Order</i> , and/or any <i>Notice to Proceed</i> and/or <i>Commencement Agreement</i> entered into between the <i>Client</i> and the <i>Alliance Member</i> in connection with a specific <i>Works Package</i> , under the Limitation Act 1980) applicable to any claim(s) of the <i>Client</i> and/or the <i>Alliance Member</i> (as a " <b>claimant</b> ") against the <i>Alliance Member</i> (as a " <b>respondent</b> ") arising out of or in connection with this <i>FAC-1 Contract</i> shall be twelve (12) years after:			
		35.1.1.	where a <i>Commencement Agreement</i> has been executed under a <i>Notice to Proceed</i> (or is treated as having been executed) by the <i>Client</i> and the respondent <i>Alliance Member</i> in connection with a specific <i>Works Package</i> , the date on which:		
			35.1.1.1.	"Completion" of that <i>Works Package</i> is certified pursuant to (and as such term is defined in) such <i>Notice to Proceed</i> ; or	
			35.1.1.2.	(if occurring earlier) the engagement of the respondent <i>Alliance Member</i> under the <i>Notice to Proceed</i> is terminated in accordance with the <i>Notice to Proceed</i> ;	
		35.1.2.	where a <i>Commencement Agreement</i> has not been executed under a <i>Notice to Proceed</i> (or is not treated as having been executed) by the <i>Client</i> and the respondent <i>Alliance Member</i> in connection with a specific <i>Works Package</i> , the later of the following dates to occur:		
			35.1.2.1.	the date on which the respondent <i>Alliance Member</i> last performed any <i>Alliance Activities</i> under the <i>FAC-1 Contract</i> (other than <i>Pre-Contract Activities</i> );	
			35.1.2.2.	where an <i>Order</i> has been executed by the <i>Client</i> and the respondent <i>Alliance Member</i> for the provision of <i>Pre-Contract Activities</i> in connection with a <i>Works Package</i> , the date on which "Completion" of the relevant <i>Pre-Contract Activities</i> is certified pursuant to (and as such term is defined in) the <i>Early Works Terms</i> referred to in such <i>Order</i> ;	
			35.1.2.3.	where an <i>Order</i> has been executed by the <i>Client</i> and the respondent <i>Alliance Member</i> for the provision of <i>Pre-Contract Activities</i> in connection with a <i>Works Package</i> , the date on which:	
				(a)	the respondent <i>Alliance Member</i> last performed any <i>Pre-Contract Activities</i> under that <i>Order</i> where "Completion" of the same has not occurred in accordance with (and as such term is defined) the <i>Early Works Terms</i>





					referred to in such <i>Order</i> ; or
				(b)	the engagement of the respondent <i>Alliance Member</i> under the <i>Order</i> is terminated in accordance with the <i>Early Works Terms</i> set out in the <i>Order</i> ; or
			35.1.2.4.	the date on which the respondent <i>Alliance Member's</i> engagement under the <i>FAC-1 Contract</i> is terminated,	
		and whichever is the applicable date in <i>Special Term</i> 35.1.1 or <i>Special Term</i> 35.1.2 shall be the " <b>End of Liability Date</b> ".			
	35.2.	The total liability of the Alliance Member under or in connection with this <i>FAC-1 Contract</i> in relation to the <i>FAC-1 Responsibilities</i> shall, excluding any matter for which it is not permitted under applicable law to exclude or to attempt to exclude or limit, its liability, not exceed the amount of the <i>FAC-1 Services Liability Cap</i> for any one (1) claim in respect of the same, provided always that any limitation on the liability of the Alliance Member in connection with any <i>Early Works</i> that are the subject of an <i>Order</i> and/or any <i>Works</i> and/or <i>Services</i> that are the subject of a <i>Notice to Proceed Commencement Agreement</i> shall be governed solely by the terms and conditions of the <i>Notice to Proceed</i> and not this <i>Special Term</i> 35.2.			
36.		REPUTATIONAL RISK			
	36.1.	The <i>Alliance Member</i> shall take all appropriate steps to ensure that neither it nor any personnel and/or party employed and/or engaged by the <i>Alliance Member</i> (in whatever capacity) is placed in a position where, in the reasonable opinion of the <i>Client</i> the behaviour of the <i>Alliance Member</i> or any person engaged by or on behalf of it (including its <i>Specialists</i> and/or any <i>Affiliates</i> ) is not in the <i>Client's</i> best interest or might adversely affect the <i>Client's</i> reputation (a " <b>Reputational Risk</b> ").			
	36.2.	The <i>Alliance Member</i> :			
		36.2.1.	warrants that, as at the <i>FAC-1 Contract Commencement Date</i> , it is not aware of any actual or potential <i>Reputational Risk</i> ; and		
		36.2.2.	shall notify and disclose to the <i>Client</i> full particulars of any behaviour which might give rise to an actual or potential <i>Reputational Risk</i> immediately upon becoming aware of the same.		
	36.3.	The <i>Client</i> may terminate the <i>Alliance Member's</i> engagement under all or part of the <i>FAC-1 Contract</i> in accordance with <i>Contract Term</i> 14.4 and/or take such other steps it deems necessary where, in the reasonable opinion of the <i>Client</i> , there is or may be an actual or potential <i>Reputational Risk</i> that is not capable of being remedied by the <i>Alliance Member</i> .			
37.		MALICIOUS CODE			
	37.1.	The <i>Alliance Member</i> shall, at all times during its engagement under this <i>FAC-1 Contract</i> , ensure that:			
		37.1.1.	<i>Anti-Virus Software</i> is installed on its <i>Non-Client ICT System</i> ,		
		37.1.2.	such <i>Anti-Virus Software</i> is used on a continuous basis to		
			37.1.2.1.	identify, detect and/or remove <i>Malicious Code</i> from its <i>Non-Client ICT System(s)</i> ,	
			37.1.2.2.	prevent the transmission of <i>Malicious Code</i> from its	



				<i>Non-Client ICT System</i> onto any <i>Client ICT System</i> or other <i>Non-Client ICT System(s)</i> and
			37.1.2.3.	protect (and inoculate) its <i>Non-Client ICT System(s)</i> and protect any <i>Client ICT System</i> and other <i>Non-Client ICT System(s)</i> against <i>Malicious Code</i> and
		37.1.3.		such <i>Anti-Virus Software</i> 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 <i>Anti-Virus Software</i> from time to time,
		37.1.4.		where such <i>Anti-Virus Software</i> 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
		37.1.5.		where a piece of <i>Anti-Virus Software</i> ceases to be maintained on a continuous basis by its developer or is discontinued, it is replaced by at least an equivalent piece of <i>Anti-Virus Software</i> .
	37.2.	Without prejudice to the generality of <i>Special Term</i> 37.1, where (as an " <b>Identifying Party</b> ")		
		37.2.1.		the <i>Alliance Member</i> becomes aware of the presence of or exposure to <i>Malicious Code</i> on a <i>Non-Client ICT System(s)</i> or any <i>Client ICT System</i> or
		37.2.2.		the <i>Client</i> becomes aware of presence of or exposure to <i>Malicious Code</i> on its <i>Client ICT System</i> and/or any <i>Non-Client ICT System(s)</i> ,
		each an " <b>Affected ICT System</b> ", the <i>Identifying Party</i> shall immediately notify (as the context requires) the other who, in the reasonable opinion of the <i>Identifying Party</i> has been exposed to <i>Malicious Code</i> (as an " <b>Affected Party</b> "), following which:		
		37.2.3.		the <i>Identifying Party</i> and the <i>Affected Party</i> shall cooperate to actively minimise the effect and (as the context requires) remove from and/or protect the <i>Affected ICT System(s)</i> from such <i>Malicious Code</i> as soon as reasonably practicable upon becoming aware of its presence on the <i>Affected ICT System(s)</i> or their exposure to the <i>Malicious Code</i> ; and
		37.2.4.		where such <i>Malicious Code</i> causes (or could cause) a loss of operational efficiency and/or loss or corruption of the <i>Client Data</i> , the <i>Identifying Party</i> and the <i>Affected Party</i> shall assist each other in order to
			37.2.4.1.	mitigate the immediate and long-term impact of the <i>Malicious Code</i> on the <i>Affected ICT System(s)</i> ,
			37.2.4.2.	minimise any actual or potential losses of operational efficiency or corruption of <i>Client Data</i> on such <i>Affected ICT System(s)</i> (including by, as the context requires, restoring any affected <i>Client Data</i> from the most recent back-ups of the <i>Client Data</i> ) and
			37.2.4.3.	protect (and inoculate) the <i>Affected ICT System(s)</i> against the <i>Malicious Code</i> in order to restore and maintain the full security of the <i>Affected ICT Systems</i> and protect the <i>Client Data</i> from <i>Malicious Code</i> .



	37.3.	Where the <i>Affected ICT System</i> that is affected by <i>Malicious Code</i> is the <i>Client's</i> and the <i>Malicious Code</i> has originated from a <i>Non-Client ICT System</i> that is in the control of and/or used by the <i>Alliance Member</i> (including where relating to <i>Client Data</i> that was under the control of the <i>Alliance Member</i> at the relevant time), the <i>Alliance Member</i> shall comply with the requirements of <i>Special Term 37.2</i> at its own cost and reimburse the <i>Client</i> 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 <i>Malicious Code</i> on its <i>Affected ICT System</i> .
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**SCHEDULE 6**

**FAC-1 BRIEF**

Comprises:

- Appendix 1 - FAC-1 Brief
- Appendix 2 – Risk Report
- Appendix 3 - PEP
- Appendix 4 - KPIs
- Appendix 5 - SAL
- Appendix 6 - ROTL
- Appendix 7 - PLEI
- Appendix 8 – Compliant Invoice
- Appendix 9 – Handover Requirements
- Appendix 10 – Design Brief
- Appendix 11 – MoJ Policies
- Appendix 12 – Site Information
- Appendix 13 – Lessons Learnt
- Appendix 14 – Sustainable Procurement
- Appendix 15 – Group 1 FF&E



**SCHEDULE 6  
APPENDIX 1 - FAC-1 BRIEF**



**SCHEDULE 6**

**APPENDIX 2 – RISK REPORT**

Not provided.



**SCHEDULE 6**

**APPENDIX 3 – PEP**

Not provided.





**SCHEDULE 6**

**APPENDIX 4 – KPIs**

Not provided.



SCHEDULE 6

APPENDIX 5 – SAL



**SCHEDULE 6**

**APPENDIX 6 – ROTL**

Not provided.



**SCHEDULE 6**

**APPENDIX 7 – PLEI**

Not provided.



SCHEDULE 6

APPENDIX 8 – COMPLIANT INVOICE



**SCHEDULE 6**

**APPENDIX 9 – HANDOVER REQUIREMENTS**

Not provided.



**SCHEDULE 6**

**APPENDIX 10 – DESIGN BRIEF**





SCHEDULE 6

APPENDIX 11 – MOJ POLICIES



**SCHEDULE 6**

**APPENDIX 12 – SITE INFORMATION**



**SCHEDULE 6**

**APPENDIX 13 – LESSONS LEARNT**

Not provided.



**SCHEDULE 6**

**APPENDIX 14 – SUSTAINABLE PROCUREMENT**

Not provided.



**SCHEDULE 6**

**APPENDIX 15 – GROUP 1 FF&E**

Not provided.



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**SCHEDULE 7**

**FAC-1 PRICES**



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**SCHEDULE 8**  
**FAC-1 PROPOSALS**





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**SCHEDULE 9**

**PRICING RULES**



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**SCHEDULE 10**

**EARLY WORKS TERMS**

**PART 1 – EARLY WORKS ORDER**

The terms of the Partnering Contract are to apply.

**PART 2– TEMPLATE EARLY WORKS SUPPORTING DOCUMENTS  
(EXCLUDING THE EARLY WORKS AMENDMENTS)**

These are to comprise the supporting documents if any required by the Client.

**PART 3 – EARLY WORKS AMENDMENTS**

The Contract Terms will apply unless any project-specific amendments are required by the Client for the purposes of the Early Works Order.



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SCHEDULE 11

PARTNERING CONTRACT

(INCLUDING THE FORM OF COMMENCEMENT AGREEMENT)

PART 1 – FORM OF PROJECT PARTNERING AGREEMENT



PART 2 – PARTNERING CONTRACT INSURANCES

Project	Third Party, Public and Products insurance	Liability Professional Indemnity insurance	Contractor's All Risks insurance
REDACTED	REDACTED	REDACTED	The full reinstatement or replacement cost/value of the relevant works associated with the contract
REDACTED	REDACTED	REDACTED	The full reinstatement or replacement cost/value of the relevant works associated with the contract
REDACTED	REDACTED	REDACTED	The full reinstatement or replacement cost/value of the relevant works associated with the contract
REDACTED	REDACTED	REDACTED	The full reinstatement or replacement cost/value of the relevant works associated with the contract



**SCHEDULE 12**

**COLLATERAL WARRANTIES & THIRD PARTY RIGHTS SCHEDULE**

**PART 1 – FORMS OF COLLATERAL WARRANTY**

**PART 1 – CONSTRUCTOR COLLATERAL WARRANTY**



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PART 2 – SPECIALIST COLLATERAL WARRANTY



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PART 3 – SUBSPECIALIST COLLATERAL WARRANTY





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PART 4 – CONSULTANT COLLATERAL WARRANTY



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**PART 2 – THIRD PARTY RIGHTS SCHEDULES**

**PART 1 – CONSTRUCTOR THIRD PARTY RIGHTS SCHEDULE**



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PART 2 – SPECIALIST THIRD PARTY RIGHTS SCHEDULE



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**PART 3 – SUBSPECIALIST THIRD PARTY RIGHTS SCHEDULE**



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PART 4 – SUBCONSULTANT THIRD PARTY RIGHTS SCHEDULE



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SCHEDULE 13

PERFORMANCE SECURITY

PART 1 – FORM OF PARENT COMPANY GUARANTEE



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PART 2 – FORM OF PERFORMANCE BOND





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PART 3 – FORM OF VESTING AGREEMENT



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**SCHEDULE 14**  
**DATA PROTECTION SCHEDULE**



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**SCHEDULE 15**

**BIM REQUIREMENTS**

The Constructor acknowledges that the provisions of the BIM Requirements in relation to this FAC-1 Agreement are those that are contained in and have been made available to the Constructor from the Client's Viewpoint (also referred to as Volume 3 for each project).



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SCHEDULE 16

SUPPLY CHAIN REQUIREMENTS



CONTRACT TERMS

1A.	STRUCTURE OF THE FAC-1 CONTRACT AND ORDER OF PRECEDENCE	
	1A.1.	Without prejudice to the generality of and notwithstanding clause 1.3 to clause 1.5 (inclusive) and subject to clause <b>Error! Reference source not found.</b> , the <i>Client</i> and the <i>Alliance Member</i> acknowledge and agree that the <i>FAC-1 Contract</i> being construed accordingly:
	1A.1.1	the <i>Contract Terms</i> shall apply to the carrying out of the <i>Alliance Activities</i> , <i>Pre-Contract Activities</i> (excluding <i>Early Works</i> ) or <i>Stage 2 Services</i> by the <i>Alliance Member</i> ;
	1A.1.2	the <i>Early Works Terms</i> shall apply to the provision of any <i>Early Works</i> instructed as <i>Pre-Contract Activities</i> under an <i>Order</i> pursuant to clause 7, subject to the provisions of the relevant <i>Order</i> itself;
	1A.1.3	in respect of <i>the carrying out of a Works Package</i> , where a <i>Notice to Proceed</i> is issued by the <i>Client</i> (or the <i>Alliance Manager</i> ) to the <i>Alliance Member</i> and then executed and returned by the <i>Alliance Member</i> in respect of an individual <i>Works Package</i> in accordance with the <i>Contract Terms</i> , the <i>Partnering Terms</i> set out in that <i>Notice to Proceed</i> shall apply to the carrying out of the activities set out in the relevant <i>Partnering Documents</i> .
	1A.2	In the <i>FAC-1 Contract</i> (and subject always to clause 1A.3), any reference to the <i>Contract Terms</i> applying to any <i>Works and/or Services</i> that are the subject of an <i>Order</i> shall mean the application of such <i>Contract Terms</i> on a mutatis mutandis basis to such <i>Works and/or Services</i> only to the extent that such application is not inconsistent with and does not conflict with the relevant <i>Early Works Terms</i> as referred to in the <i>Order</i> .
	1A.3	In the case of any error, ambiguity, inconsistency, omission, discrepancy and/or conflict as between the <i>Contract Terms</i> (as incorporating and as modified by the <i>Special Terms</i> ) and the <i>Early Works Terms</i> the order of precedence within and as between each of them is as follows:
	1A.3.1	the <i>Contract Terms</i> (as incorporating the <i>Special Terms</i> ) shall take precedence in respect of any obligations and/or liabilities of the <i>Alliance Member</i> arising out of or in connection with the <i>FAC-1 Responsibilities</i> in relation to the <i>Alliance Activities</i> and <i>Validation Activities</i> ;
	1A.3.2	the <i>Early Works Terms</i> shall take precedence in respect of any obligations and/or liabilities of the <i>Alliance Member</i> arising out of or in connection with any <i>Early Works</i> that are the subject to an executed <i>Order</i>
	1A.4	In the case of any error, ambiguity, inconsistency, omission, discrepancy and/or conflict within the <i>Early Works Terms</i> , the error, ambiguity, inconsistency, omission, discrepancy and/or conflict shall be resolved by reference to paragraph 4 of the relevant <i>Order</i> .

1B.	BASIS OF ENGAGEMENT	
	1B.1.	The <i>Alliance Member</i> acknowledges and agrees that, as at the <i>FAC-1 Contract Commencement Date</i> :
	1B.1.1.	it has been engaged to undertake and discharge the <i>FAC-1</i>



			<i>Responsibilities</i> in connection with the <i>Validation Activities</i> forming part of the <i>Alliance Activities</i> in accordance with the <i>Contract Terms</i> ;	
		1B.1.2.	the requirement for the <i>Alliance Member</i> to provide any <i>Works and/or Services</i> (including any <i>Pre-Contract Activities</i> and <i>Early Works</i> ) shall, if required by the <i>Client</i> , be instructed separately pursuant to and in accordance with the <i>Contract Terms</i> as individual <i>Orders</i> ;	
		1B.1.4.	the requirement for the <i>Alliance Member</i> to provide any <i>Works and/or Services</i> in connection with any individual <i>Works Package</i> is subject to:	
			1B.1.4.1.	the completion of a <i>Works Package Procedure</i> ; and
			1B.1.4.2	The execution of a Notice to Proceed in respect of the relevant <i>Works Package</i> and completion of the activities set out in the relevant <i>Partnering Documents</i>
			1B.1.4.3.	the execution by the <i>Client</i> and the <i>Alliance Member</i> of a <i>Commencement Agreement</i> in connection with the <i>Works Package</i> pursuant to and in accordance with the <i>Partnering Terms</i> .
	1B.2.	Without prejudice to the generality of clause 1B.1 and clause 5.6, the <i>Alliance Member</i> acknowledges and agrees that:		
		1B.2.1.	A Notice to Proceed or <i>Commencement Agreement</i> in respect of an individual <i>Works Package</i> may not be issued for a number of reasons;	
		1B.2.2.	the decision to issue a <i>Notice to Proceed</i> and/or a <i>Commencement Agreement</i> to the <i>Alliance Member</i> in respect of a <i>Works Package</i> is at the sole discretion of the <i>Client</i> and is subject to, amongst other things, governmental decisions and approvals; and	
		1B.2.3.	the <i>Alliance Member</i> shall only have the entitlement to <i>deliver a specific Works Package</i> when the <i>Client</i> and the <i>Alliance Member</i> have executed a Notice to Proceed and a <i>Commencement Agreement</i> in relation to that <i>Works Package</i> in accordance with and subject to the <i>Partnering Terms</i> .	

<b>1.</b>	<b>THE ALLIANCE MEMBER, FAC-1 DOCUMENTS AND CORE GROUP</b>			
<i>Alliance Member</i>	1.1.	The <i>Client</i> , the <i>Alliance Manager</i> and the <i>Alliance Member</i> shall work together and individually in the spirit of mutual trust and cooperation for the benefit of the <i>FAC-1 Programme</i> , within the scope of their agreed roles, expertise and responsibilities as stated in the <i>FAC-1 Documents</i> , and all of their respective obligations under the <i>Contract Terms</i> shall be construed within the scope of those roles, expertise and responsibilities, and in all matters governed by (and subject to) the <i>Contract Terms</i> they shall act reasonably and without delay unless expressly stated otherwise in the <i>Contract Terms</i> .		
<i>Definitions and interpretation</i>	1.2.	In the <i>FAC-1 Contract</i> :		
		1.2.1.	where capitalised terms and/or italicised terms are used that are not defined in the <i>Definitions</i> set out in Appendix 1, they shall have the meanings stated elsewhere in the <i>FAC-1 Documents</i> (including in the "Definitions" section of the <i>FAC-1 Brief</i> and/or in the <i>Early Works Terms</i> as the context requires);	



		1.2.2.	words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
		1.2.3.	any reference to a person includes any person, individual, company, firm, corporation, government, state or agency of a state or any undertaking;
		1.2.4.	any references to any enactment, code of practice or <i>Applicable Law</i> is to be construed as a reference to such enactment, code of practice or <i>Applicable Law</i> or such provision as the same may have been or may from time-to-time hereafter be amended, consolidated, replaced and/or re-enacted;
		1.2.5.	where an act is required to be done within a specified period after or from a specified date, the period begins immediately after that date (provided that where the relevant period includes a day that is not a <i>Working Day</i> , that day is excluded);
		1.2.6.	a "week" is a continuous period of seven (7) days;
		1.2.7.	a general expression shall not be limited by any more specific expression preceding or following it and references to "includes" or "including" (or any analogous terms) shall be construed without limitation in relation to any foregoing wording;
		1.2.8.	the term "inform" or "informs" means in writing;
		1.2.9.	when used in the context of an <i>Order</i> and/or a Notice to Proceed or <i>Commencement Agreement</i> , the terms "execute", "execution" and "executed" mean signed by a duly authorised representative (or by duly authorised representatives) of the <i>Client</i> (but excluding the <i>Alliance Manager</i> ) and/or the Alliance Member (as the context requires);
		1.2.10.	unless otherwise stated, a reference to a "clause" means a clause forming part of the <i>Contract Terms</i> ;
		1.2.11.	unless otherwise stated, references to recitals, paragraphs, annexes or schedules are to recitals, paragraphs, annexures and schedules to the <i>FAC-1 Contract</i> (and shall form part of the operative provisions of the <i>FAC-1 Contract</i> );
		1.2.12.	the headings to the sections, clauses and sub-clauses forming part of the <i>FAC-1 Contract</i> are for convenience only and do not affect the construction or interpretation of the <i>FAC-1 Contract</i> or any document referred to in or forming part of the <i>FAC-1 Contract</i> ;
		1.2.13.	notwithstanding any other provision of the <i>FAC-1 Contract</i> , the <i>Alliance Manager</i> shall have no liability to the <i>Alliance Member</i> under or in connection with the <i>FAC-1 Contract</i> and is named and referred to in the <i>FAC-1 Contract</i> in its capacity as an authorised representative of the <i>Client</i> only;
		1.2.14.	where an action or obligation is stated to be carried out by the <i>Alliance Manager</i> , the <i>Client</i> and the <i>Alliance Member</i> acknowledge that the <i>Alliance Manager</i> may delegate such functions, including to the <i>Client</i> and/or to one or more <i>Programme Consultants</i> , in which case the <i>Client</i> and/or the <i>Alliance Manager</i> shall notify the <i>Alliance Member</i> accordingly; and
		1.2.15.	in the event that any <i>Additional Alliance Members</i> join this Alliance,





			the obligations of the “ <i>Alliance Member</i> ” shall apply as relevant to the role of the relevant <i>Additional Alliance Member</i> and the terms of the relevant <i>Joining Agreement</i> .
<i>FAC-1 Documents</i>	1.3.	The <i>FAC-1 Documents</i> are described in the <i>FAC-1 Agreement</i> and any <i>FAC-1 Document</i> created or amended in accordance with the <i>Contract Terms</i> is binding on the <i>Client</i> and the <i>Alliance Member</i> , except that:	
		1.3.1.	unless otherwise agreed pursuant to the <i>Contract Terms</i> and subject to clause 13.7, no <i>FAC-1 Document</i> added or amended after the <i>FAC-1 Contract Commencement Date</i> shall add to or amend the role(s) expertise, responsibilities or other obligations of the <i>Alliance Member</i> who does not agree it (such agreement to be given or declined acting reasonably); and
		1.3.2.	the <i>FAC-1 Prices</i> and <i>FAC-1 Proposals</i> of the <i>Alliance Member</i> shall bind only the <i>Client</i> and the <i>Alliance Member</i> .
Responsibility for <i>FAC-1 Documents</i>	1.4.	The <i>Alliance Member</i> who prepares any one (1) or more <i>FAC-1 Documents</i> shall be responsible for the consequences of any error, omission, discrepancy and/or conflict in or as between those <i>FAC-1 Documents</i> and/or its contributions to them under or in connection with the <i>Contract Terms</i> , except to the extent of its reliance (if stated in those <i>FAC-1 Documents</i> ) on any information provided by any one or more other <i>Alliance Members</i> , subject always to:	
		1.4.1	<i>Special Term 4</i> ; and
		1.4.2	the application of the <i>Early Works Terms</i> to any <i>Order</i> in respect of <i>Early Works</i> that relate to a <i>Works Package</i> .
Errors, omissions, discrepancies and conflicts	1.5.	All <i>FAC-1 Documents</i> shall be treated as complementary and:	
		1.5.1.	the <i>Client</i> (via the <i>Alliance Manager</i> ) and the <i>Alliance Member</i> shall give <i>Early Warning</i> in accordance with clause 1.8 as soon as it becomes aware of any error, ambiguity, inconsistency, omission, discrepancy and/or conflict in or between the <i>FAC-1 Documents</i> ;
		1.5.2.	if any error, ambiguity, inconsistency, omission, discrepancy and/or conflict cannot be resolved under clause 1.5.1 (and subject always to clause 1A.3), the priority between <i>FAC-1 Documents</i> shall follow the sequence set out in the <i>FAC-1 Agreement</i> in descending order except that:
		1.5.2.1.	the <i>Special Terms</i> shall have priority over the <i>Contract Terms</i> ; and
		1.5.2.2.	the <i>Special Terms</i> and the <i>Contract Terms</i> shall both have priority over any of the Schedules (excluding Schedule 6) referred to in the <i>FAC-1 Agreement</i> ,
			except where the <i>Client</i> otherwise specifies in writing (acting reasonably and with due regard to the nature of the error, ambiguity, inconsistency, omission, discrepancy and/or conflict); and
		1.5.3.	if there is any error, ambiguity, inconsistency, omission, discrepancy and/or conflict between the <i>FAC-1 Documents</i> (including the <i>Contract Terms</i> and <i>Special Terms</i> ) and any <i>Order</i> or the design and construction of a <i>Works Package</i> respectively, any such discrepancy shall be resolved in accordance with clause 1A.3.



Core Group	1.6.	The <i>Core Group</i> shall review and support the implementation of the <i>Contract Terms</i> and shall fulfil the other functions stated in the <i>FAC-1 Documents</i> or agreed by the <i>Client</i> , the <i>Alliance Manager</i> and the <i>Alliance Member</i> , and:	
		1.6.1.	the <i>Core Group</i> comprises the individuals named in the <i>FAC-1 Agreement</i> or in any <i>Joining Agreement</i> subject to changes and agreements for alternates agreed by the <i>Client</i> and the <i>Alliance Member</i> , and
		1.6.2.	each of the above-mentioned parties shall ensure at its own cost that any employee who is a <i>Core Group</i> member or an agreed alternate shall attend <i>Core Group</i> meetings and fulfil the agreed functions of a <i>Core Group</i> member in accordance with the <i>FAC-1 Documents</i> .
Core Group meetings and decisions	1.7.	Each meeting of the <i>Core Group</i> :	
		1.7.1.	shall be convened by the <i>Alliance Manager</i> at the request of any <i>Core Group</i> member and otherwise as required by the <i>FAC-1 Documents</i> at not less than five (5) <i>Working Days</i> ' notice (unless all <i>Core Group</i> members agree a shorter period) issued to all <i>Core Group</i> members stating its agenda;
		1.7.2.	shall be chaired by the <i>Alliance Manager</i> and shall deal only with the matters listed in its agenda (unless all <i>Core Group</i> members otherwise agree); and
		1.7.3.	shall make decisions by <i>Consensus</i> of all <i>Core Group</i> members present at that meeting and the <i>Alliance Member</i> shall comply with any decision of the <i>Core Group</i> made within the scope of its agreed functions.
Early Warning	1.8.	Without prejudice to the application of the <i>Early Works Terms</i> and/or the <i>Partnering Terms</i> in respect of a specific <i>Works Package</i> following entry into a <i>Notice to Proceed</i> the <i>Client</i> , the <i>Alliance Manager</i> and the <i>Alliance Member</i> shall give <i>Early Warning</i> to one another as soon as it is aware of any matter adversely affecting or threatening the <i>Alliance</i> or the <i>FAC-1 Programme</i> or its own performance or the performance of another <i>Alliance Member</i> under the <i>Contract Terms</i> and:	
		1.8.1.	the notifying party shall submit as part of its <i>Early Warning</i> (within the scope of its agreed role, expertise and responsibilities) proposals for avoiding or remedying that matter; and
		1.8.2.	the <i>Alliance Manager</i> shall convene a <i>Core Group</i> meeting within five (5) <i>Working Days</i> from the date of <i>Early Warning</i> (unless all <i>Core Group</i> members agree a shorter period) to agree an appropriate course of action (unless all <i>Core Group</i> members agree such course of action without a meeting).
Communications	1.9.	Unless otherwise notified by the <i>Client</i> or the <i>Alliance Manager</i> to the <i>Alliance Member</i> from time to time and in writing (but subject always to clause 1.13), all notices, requests, submissions, decisions, consents, approvals, comments, valuations, agreements, opinions, instructions, certificates, submissions, proposals, records, acceptances, notifications, replies and other communications between the <i>Parties</i> (referred to in clause 1.9 to clause 1.13 (inclusive) as " <b>communications</b> ") in connection with:	
		1.9.1.	the <i>FAC-1 Contract</i> generally, but excluding any communications in connection with any <i>Works and/or Services</i> that are the subject of a



			Notice to Proceed in respect of a Works Package, shall be issued by:	
		1.9.1.1.	hand delivery;	
		1.9.1.2.	first class inland (or recorded delivery) post; and/or	
		1.9.1.3.	electronic mail; and	
	1.10.	The Client shall maintain at its own cost any software licensing arrangements that are required from time to time in connection with the Communications Software and the Alliance Member acknowledges and agrees that such a licence does (and will) not extend to any Specialists or other third parties engaged by the Alliance Member in connection with the FAC-1 Programme from time to time, who shall be responsible for maintaining at their own cost any similar or equivalent software packages that they choose to use in connection with the FAC-1 Programme (including in connection with any Works Package) from time to time.		
	1.11.	Copies of communications that are issued via the Communications Software may also be issued by a sender to the relevant recipient(s) by:		
		1.11.1.	hand delivery;	
		1.11.2.	first class inland (or recorded delivery) post; and/or	
		1.11.3.	electronic mail.	
	1.12.	Subject always to clause 1.13:		
		1.12.1.	a communication issued via the Communications Software shall have effect when it is communicated by the sender to the recipient in accordance with the Communications Software, provided that any communication sent after 17:00 shall be treated as having been received at 09:00 on the first (1st) Working Day after its transmission; and	
		1.12.2.	any other communication shall have effect on the following basis:	
		1.12.2.1.	any communication sent by hand is deemed to be received upon delivery to the address of the recipient as set out in the FAC-1 Agreement (or such other address as notified by a Party to the other Parties from time to time and in writing);	
		1.12.2.2.	any communication sent by first (1st) 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;	
		1.12.2.3.	any communication sent by electronic mail on a Working Day is deemed to have been received on the day of its transmission in legible form unless outside the hours of 09:00 to 17:00 or on a day that is not a Working Day, in which case it is treated as having been received at 09:00 on the first (1st) Working Day after its transmission, provided that the recipient has previously confirmed to the sender its electronic mail address in writing; and	
		1.12.2.4.	any other communication sent by electronic means instead of electronic mail shall be deemed to have been	



			received when, in addition 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).
	1.13.	The use of the <i>Communications Software</i> or any other electronic means of communication is not an effective method of communication for:	
	1.13.1.	any notification by the Alliance Member of its intention to suspend performance of its obligations under the <i>FAC-1 Contract</i> (including under the <i>Early Works Terms</i> );	
	1.13.2.	any notification by the Alliance Member or the <i>Client</i> in relation to the actual or potential termination of the engagement of the <i>Alliance Member</i> under the <i>FAC-1 Contract</i> and/or the <i>Early Works Terms</i> as the context requires);	
	1.13.3.	any invoking by the <i>Client</i> or the Alliance Member of the procedures applicable under the <i>FAC-1 Contract</i> , the <i>Early Works Terms</i> (or under <i>Applicable Law</i> ) in relation to the resolution of disputes or differences and/or any notification of an actual or potential dispute; and/or	
	1.13.4.	any agreement between the <i>Client</i> and the <i>Alliance Member</i> amending the provisions of the <i>FAC-1 Contract</i> or between the <i>Client</i> and the Alliance Member amending the <i>Contract Terms</i> or the <i>Early Works Terms</i> (as the context requires),	
		with each such communication needing to be provided in writing and issued by hand delivery or first (1st) class inland post and/or recorded delivery post to the address of the relevant recipient (as referred to in clause 1.12.2), provided that a duplicate copy of any such communication may also be sent to the receiving <i>Party</i> (or <i>Parties</i> ) by electronic mail (or other electronic means) for information only. Where such a communication is issued by the <i>Alliance Member</i> to the <i>Client</i> , a copy of the same must also be issued to the <i>Alliance Manager</i> .	
Stakeholders	1.14.	The <i>Alliance Member</i> shall engage with the <i>Stakeholders</i> as stated in the <i>FAC-1 Agreement</i> but the <i>Alliance Member</i> shall not owe a <i>Stakeholder</i> a duty of care in connection with the <i>FAC-1 Contract</i> unless such <i>Stakeholder</i> is a <i>Beneficiary</i> of a <i>Collateral Warranty</i> or <i>Third Party Rights</i> pursuant to and in accordance with the <i>Contract Terms</i> and/or the <i>Early Works Terms</i> .	
Additional Alliance Members	1.15.	<i>Additional Alliance Members</i> as listed in the <i>FAC-1 Agreement</i> or as otherwise agreed by the <i>Client</i> and the <i>Alliance Member</i> may join the <i>Alliance</i> from time to time and:	
	1.15.1.	upon receipt of notice from the <i>Alliance Manager</i> , the <i>Client</i> and the then current <i>Alliance Member</i> shall enter into a <i>Joining Agreement</i> with another <i>Additional Client</i> ;	
	1.15.2.	following execution of a <i>Joining Agreement</i> (save where expressly stated in the <i>FAC-1 Agreement</i> ) an <i>Additional Alliance Member</i> shall be bound by and entitled to implement and enforce the terms of the <i>FAC-1 Contract</i> as the Alliance Member with the role(s), expertise and responsibilities stated in the <i>Joining Agreement</i> , and all the provisions of the <i>FAC-1 Contract</i> shall apply to the <i>Additional Alliance Member</i> as if it were separately identified in the <i>FAC-1 Contract</i> ;	
	1.15.3.	additional and amended <i>FAC-1 Documents</i> may be included in a	



			<i>Joining Agreement</i> if agreed by the <i>Client</i> and the <i>Alliance Member</i> in order to describe the role(s), expertise and responsibilities of each <i>Additional Alliance Member</i> and extend the commitments described in clause 1.3; and
		1.15.4.	unless otherwise agreed, an <i>Additional Alliance Member</i> shall have no rights or obligations under the <i>FAC-1 Contract</i> in relation to any matter arising before the effective date of its <i>Joining Agreement</i> and the basis of their joining the <i>FAC-1 Contract</i> shall be subject to any qualifications as set out in the <i>FAC-1 Agreement</i> and/or the <i>Joining Agreement</i> .

2.	OBJECTIVES, SUCCESS MEASURES, TARGETS, INCENTIVES AND TIMETABLE		
<i>Objectives</i>	2.1.	The <i>Alliance Member</i> , within the scope of its agreed roles, expertise and responsibilities and in conjunction with the <i>Client</i> and the <i>Alliance Manager</i> , shall seek to achieve the <i>Objectives</i> .	
<i>Improved Value</i>	2.2.	The <i>Alliance Member</i> , within the scope of its agreed roles, expertise and responsibilities, shall investigate and submit for <i>Core Group</i> approval proposals for <i>Supply Chain Collaboration</i> and/or in connection with the <i>Alliance Activities</i> intended to achieve <i>Improved Value</i> consistent with the <i>Objectives</i> .	
	2.3.	Not used.	
	2.4.	Not used.	
<i>Timetable</i>	2.5.	Deadlines, milestones and gateways in respect of the <i>FAC-1 Programme</i> and achievement of the <i>Objectives</i> , and timescales for the performance of the <i>Alliance Activities</i> are stated in the <i>Timetable</i> .	
<i>Updated Timetable</i>	2.6.	The <i>Alliance Manager</i> shall update the <i>Timetable</i> for <i>Core Group</i> approval to reflect the agreed effects of:	
		2.6.1.	any additional <i>FAC-1 Responsibilities</i> of the <i>Alliance Member</i> that might apply from time to time;
		2.6.2.	any time-related adjustment(s) made pursuant to clause 10.5;
		2.6.3.	changes under clause 9.1;
		2.6.4.	any <i>Joining Agreements</i> ; and
		2.6.5.	any other changes agreed in accordance with the <i>FAC-1 Documents</i> .

3.	ALLIANCE MANAGER		
<i>Alliance Manager</i>	3.1.	The <i>Alliance Manager</i> or the <i>Programme Consultants</i> shall act on behalf of the <i>Client</i> with the authority stated in the <i>FAC-1 Agreement</i> , exercising any discretion under the <i>Contract Terms</i> fairly and constructively and, subject to any restrictions stated in the <i>FAC-1 Agreement</i> , shall:	
		3.1.1.	implement the <i>Works Package Procedure</i> under clause 5, prepare <i>Notices to Proceed</i> in connection with any allocated <i>Works Package(s)</i> under clause 5 and manage and issue potential and actual <i>Orders</i> under clause 7;
		3.1.2.	monitor and support achievement of the <i>Objectives</i> , monitor and support achievement of deadlines, gateways and milestones in the





			<i>Timetable</i> , and prepare updates of the <i>Timetable</i> for <i>Core Group</i> approval in accordance with clause 2.6;
		3.1.3.	call, organise, chair and minute <i>Core Group</i> meetings under clauses 1.7 and 15.1;
		3.1.4.	organise, support and monitor <i>Supply Chain Collaboration</i> , the <i>Alliance Activities</i> and engagement with <i>Stakeholders</i> under clause 1.14;
		3.1.5.	manage payments under clause 8; and
		3.1.6.	monitor and support <i>Risk Management</i> in accordance with the <i>Risk Register</i> and prepare updates of the <i>Risk Register</i> for <i>Core Group</i> approval in accordance with clause 9.4.
Representation of <i>Client</i>	3.2.	The <i>Client</i> confirms that the <i>Alliance Manager</i> is authorised to act on behalf of it in those matters stated in clause 3.1 and in the <i>FAC-1 Documents</i> or in a <i>Joining Agreement</i> .	
Employees	3.3.	The Alliance Member shall employ for the purposes of performing and discharging its duties and obligations under the <i>FAC-1 Contract</i> .	
		3.3.1.	individuals with the necessary skills, qualifications and experience and shall promptly remove or replace any individual who disrupts or adversely affects the <i>FAC-1 Programme</i> , any <i>Alliance Activities</i> and/or any <i>Pre-Contract Activities</i> and/or any <i>Stage 2 Services</i> (as the context requires); and
		3.3.2.	(without prejudice to the generality of the foregoing) the <i>Key People</i> .

4.	WORKS PACKAGE PRICES		
<i>Works Package Prices</i>	4.1.	The <i>Works Package Prices</i> for all aspects of a <i>Works Package</i> shall be developed and agreed:	
		4.1.1.	in accordance with this clause 4;
		4.1.2.	in accordance with the <i>provisions of the Notice to Proceed</i> for the relevant <i>Works Package</i> ;
		4.1.3.	using (as applicable) the Alliance Member's <i>FAC-1 Prices</i> to the extent that they are relevant to a <i>Works Package</i> in accordance with the <i>Works Package Procedure</i> .
Fluctuations	4.2.	The <i>FAC-1 Prices</i> shall not be subject to fluctuation under the <i>Contract Terms</i> unless specified otherwise in the <i>FAC-1 Brief</i> or in the <i>Works Package Procedure</i> (as the context requires). The <i>Works Package Prices</i> for a <i>Works Package</i> in respect of which a <i>Commencement Agreement</i> has been executed in accordance with a <i>Notice to Proceed</i> shall be subject to any fluctuation provisions stated in the <i>Notice to Proceed</i> only.	
<i>Profit and Overheads</i>	4.3.	The <i>Works Package Prices</i> for a <i>Works Package</i> shall state separately the Alliance Member's <i>Profit and Overheads</i> as disclosed pursuant to, in accordance with and in such form as requested by the <i>Alliance Manager</i> as part of the <i>Works Package Procedure</i> (as the context requires).	
Other costs	4.4.	Unless otherwise stated by the <i>Alliance Manager</i> as part of the <i>Works Package Procedure</i> , the <i>Works Package Prices</i> shall include costs approved by the <i>Alliance Manager</i> as a result of <i>Supply Chain Collaboration</i> .	



5.		ALLOCATION & ISSUE OF NOTICES TO PROCEED	
<i>Allocated Works Packages</i>	5.1.	The <i>Allocation Schedule</i> sets out the basis upon which each <i>Works Package</i> is (or may be) allocated to the Alliance Member under this <i>FAC-1 Contract</i> .	
<i>Works Package Procedure</i>	5.2.	Subject to prior confirmation by the <i>Client</i> the <i>Alliance Manager</i> will notify the Alliance Member in writing when a <i>Works Package Procedure</i> is to commence in respect of an <i>Allocated Works Package</i> , following which:	
		5.2.1.	the <i>Alliance Manager</i> shall issue to the Alliance Member the <i>Works Package Brief</i> for the <i>Works Package</i> in accordance with the <i>Works Package Procedure</i> ;
		5.2.2.	the <i>Alliance Member</i> shall submit to the <i>Alliance Manager</i> its <i>Proposals</i> in response to the <i>Works Package Brief</i> within any time period(s) stated within the <i>Works Package Procedure</i> (or as notified by the <i>Alliance Manager</i> in writing as part of the <i>Works Package Procedure</i> );
		5.2.3.	following the assessment by the <i>Alliance Manager</i> and the <i>Client</i> of the <i>Proposals</i> submitted by the <i>Alliance Member</i> in respect of the same in accordance with the <i>Works Package Procedure</i> (and following the completion of any clarifications notified by the <i>Alliance Manager</i> during the <i>Works Package Procedure</i> as being part of that process), the <i>Alliance Manager</i> after receipt of written confirmation from the <i>Client</i> will notify the <i>Alliance Member</i> in writing whether or not its submitted <i>Proposal</i> is acceptable to the <i>Client</i> ; and
		5.2.4.	if such notification confirms that the submitted <i>Proposals</i> are:
		5.2.4.1.	accepted (and subject to clause 5.8), the <i>Alliance Manager</i> shall issue to the <i>Alliance Member</i> a <i>Notice to Proceed</i> in relation to that <i>Works Package</i> pursuant to clause 5.4, which the Alliance Member shall execute and return within 10 Business Days or such other period as agreed with the <i>Client</i> ; or
		5.2.4.2.	not accepted, the <i>Works Package Procedure</i> shall be concluded in accordance with the provisions of the <i>Works Package Procedure</i> and the provisions of clause 5.8.4 shall apply,
		pursuant to and in accordance with the <i>Works Package Procedure</i> , provided always that the <i>Client</i> may, at its sole discretion at any time, terminate any <i>Works Package Procedure</i> or notify the Alliance Member that it shall not commence and/or conclude a <i>Works Package Procedure</i> in respect of a <i>Works Package</i> , in which case the <i>Alliance Manager</i> shall notify the affected <i>Alliance Member</i> of this in writing and specify the steps to be taken by the <i>Alliance Member</i> to bring the <i>Works Package Procedure</i> (and/or other relevant <i>Works and/or Services</i> , as the context requires) to an orderly conclusion.	
<i>Notice to Proceed</i>	5.3.	For the purpose of the <i>Works Package Procedure</i> , the terms and conditions that will apply to each <i>Works Package</i> (when so issued in accordance with clause 5.4) shall be the terms set out in the relevant <i>Notice to Proceed</i> , including the <i>Partnering Contract</i> (incorporating any supporting documents referred to therein and issued to the <i>Alliance Member</i> or referred to as part of any <i>Works Package Brief</i> ) and (subject to clause 1A) the <i>Contract Terms</i> ,	



		subject only to any amendments as may be agreed with the Alliance Member at the sole discretion of the <i>Client</i> during the <i>Works Package Procedure</i> as the <i>Client</i> determines are necessary to reflect any circumstances that are specific to an individual <i>Works Package</i> and where the <i>Alliance Member</i> is not seeking to materially change the Partnering Terms as set out in the <i>Notice to Proceed</i> .	
Issue of a Notice to Proceed	5.4.	Following completion of the <i>Works Package Procedure</i> in respect of the relevant <i>Works Package</i> and provided that the <i>Alliance Member</i> has received a notification from the Alliance Manager issued pursuant to clause 5.2.4 confirming that the <i>Works Package Proposals</i> and <i>Agreed Works Package Prices</i> submitted by the <i>Alliance Member</i> as part of the <i>Works Package Procedure</i> are acceptable to the <i>Client</i> , the <i>Alliance Manager</i> shall, subject to clause 5.7, issue a <i>Notice to Proceed</i> to the <i>Alliance Member</i> in connection with the relevant <i>Works Package</i> , incorporating the Partnering Contract documents and the relevant documents issued to and received from the <i>Alliance Manager</i> as part of and in accordance with the <i>Works Package Procedure</i> and the provisions of clause 5.5 shall apply	
Signature of a Notice to Proceed	5.5.	The Alliance Member shall execute and return to the <i>Alliance Manager</i> within three (3) <i>Working Days</i> from the date of receipt any <i>Notice to Proceed</i> in respect of a <i>Works Package</i> issued pursuant to clause 5.2 (or within such other period as the <i>Alliance Manager</i> may agree with the <i>Alliance Member</i> , acting reasonably) and the execution by the <i>Alliance Member</i> of such <i>Notice to Proceed</i> is a condition precedent to its validity for the purpose of the <i>FAC-1 Contract</i> .	
Exclusivity in respect of the Validation Activities	5.6.	The Alliance Member acknowledges and agrees that:	
		5.6.1.	subject to clause 5.2, clause 5.7 and clause 5.8, the Alliance Member has the exclusive right under this <i>FAC-1 Contract</i> to undertake their respective <i>Validation Activities</i> ;
		5.6.2.	save as set out in clause 5.6.1, the <i>Alliance Member</i> does not have or shall have the exclusive right to undertake any works and/or services to be performed and undertaken on behalf of the <i>Client</i> in relation to the <i>FAC-1 Programme</i> and the <i>Client</i> may, at its sole discretion and without incurring any liability to the <i>Alliance Member</i> , issue instructions to other third parties to carry out works and/or services and tasks in relation to the <i>FAC-1 Programme</i> ;
		5.6.3.	the <i>Client</i> makes no guarantee to the <i>Alliance Member</i> that:
		5.6.3.1.	it shall instruct the <i>Alliance Member</i> to undertake any <i>Pre-Contract Activities</i> or <i>Stage 2 Services</i> pursuant to an <i>Order</i> in accordance with the <i>Contract Terms</i> ; and/or
		5.6.3.2.	it shall issue to the Alliance Member a <i>Notice to Proceed</i> in respect of a <i>Works Package</i> following the completion of any <i>Works Package Procedure</i> ; and
		5.6.4.	the <i>Alliance Member</i> shall have no entitlement to make any claim and irrevocably and unconditionally waive and abandon any and all claims against the <i>Client</i> (whether in contract, tort or any other basis of law) in respect of any costs, damages, expense and/or loss (including, without limitation, any amounts in respect of loss or deferment of anticipated or actual profit, loss of expectation, bid





			costs, loss of revenue, loss of turnover, loss of use, loss of opportunity, loss of production, costs of finance, business interruption or any similar damage or for any consequential and/or indirect losses of any other kind and on any basis) arising out of or in connection with the <i>Client</i> exercising its rights under clause 5.2, 5.7 and/or clause 9.1 and/or where the <i>Client</i> does not instruct the <i>Alliance Member</i> to undertake any <i>Pre-Contract Activities</i> or <i>Stage 2 Services</i> pursuant to any <i>Order(s)</i> and/or issue a <i>Notice to Proceed</i> to the <i>Alliance Member</i> , including in respect of any expenditure of any kind incurred by the <i>Alliance Member</i> in expectation of being issued a <i>Notice to Proceed</i> in respect of any <i>Works Package</i> .
	5.7.	The <i>Alliance Member</i> acknowledges and agrees that if:	
		5.7.1.	it is subject to one (1) or more of the circumstances set out under clause 5.8 or has received an omission notification issued to it by the <i>Alliance Manager</i> under clause 9.1;
		5.7.2.	the engagement of the <i>Alliance Member</i> under this <i>FAC-1 Contract</i> is terminated in accordance with its terms (other than pursuant to clause 14.2) and/or where the obligation of the <i>Alliance Member</i> (in the capacity of a "Contractor") to carry out <i>Early Works</i> pursuant to an <i>Order</i> or works or services pursuant to a <i>Notice to Proceed</i> between the <i>Client</i> and the <i>Alliance Member</i> (as the context requires) is terminated; or
		5.7.3.	if any other circumstance that may be identified in the <i>Allocation Schedule</i> applies,
		then any right that the <i>Alliance Member</i> might have had in respect of the relevant <i>Works and/or Services</i> under the <i>FAC-1 Contract</i> shall cease immediately as from the date on which the relevant circumstance occurs.	
	5.8.	Without prejudice to the generality and application of clause 5.2.4 and clause 5.4, the circumstances referred to in clause 5.7 are as set out below:	
		5.8.1.	Where the <i>Alliance Member</i> has received a notification from the <i>Alliance Manager</i> issued pursuant to clause 5.2.4 confirming that its <i>Proposals</i> submitted by the <i>Alliance Member</i> as part of the <i>Works Package Procedure</i> are acceptable, seeks to, whether prior to or after the issue of the <i>Notice to Proceed</i> for the relevant <i>Works Package</i> , amend or otherwise adjust any documents forming part of or referred to in the <i>Notice to Proceed</i> (including the <i>Proposals</i> that it submitted to (and were acceptable to) the <i>Alliance Manager</i> during any <i>Works Package Procedure</i> ), the <i>Client</i> may terminate the engagement of the <i>Alliance Member</i> under the <i>FAC-1 Contract</i> on ten (10) <i>Working Days'</i> written notice and the provisions of clause 14.8 shall apply.
		5.8.2.	Where the <i>Alliance Member</i> fails to execute and return to the <i>Alliance Manager</i> a <i>Notice to Proceed</i> issued to it in accordance with clause 5.4 within the relevant period, the <i>Alliance Manager</i> may (on the instructions of the <i>Client</i> ) issue a further notice to the <i>Alliance Member</i> withdrawing the <i>Notice to Proceed</i> .
		5.8.3.	Where the <i>Alliance Member</i> declines (or fails) to submit its <i>Proposals</i> in response to a <i>Works Package Brief</i> , the <i>Client</i> may, at its sole discretion, notify the <i>Alliance Member</i> that it has forfeited



			any right of allocation in respect of any <i>Works Package</i> under this <i>FAC-1 Contract</i> and may terminate the engagement of the <i>Alliance Member</i> under the <i>FAC-1 Contract</i> on ten (10) <i>Working Days'</i> written notice and the provisions of clause 14.8 shall apply to such termination.
		5.8.4.	Where, as part of a <i>Works Package Procedure</i> , the <i>Alliance Manager</i> notifies the <i>Alliance Member</i> that its <i>Proposals</i> are not accepted by the <i>Client</i> pursuant to clause 5.2.4.2, the <i>Alliance Manager</i> may (acting on the instruction of the <i>Client</i> ) issue a further notice to the <i>Alliance Member</i> withdrawing the <i>Works Package</i> from the <i>FAC-1 Programme</i> .
		5.8.5.	Where the <i>Client</i> , at its sole discretion and for any reason, elects not to proceed with (as the context requires) the finalisation of the design for and the construction of <i>Works Package</i> that has been allocated to the <i>Alliance Member</i> pursuant to and in accordance with the <i>Works Package Procedure</i> , the <i>Alliance Manager</i> shall notify the affected <i>Alliance Member</i> in writing.
Costs in relation to each <i>Works Package Procedure</i>	5.9.		Unless expressly stated otherwise in the <i>Works Package Procedure</i> , any costs incurred by the <i>Alliance Member</i> in taking part in the <i>Works Package Procedure</i> shall be borne solely by the <i>Alliance Member</i> .
Removal of <i>Works and/or Services</i>	5.10.		Where clause 5.7 applies, the <i>Client</i> shall have the option, at its sole discretion and at any time, to seek to remove the performance of the <i>Works and/or Services</i> that are the subject of the event under clause 5.7 (the " <b>Relevant Works and/or Services</b> ") from the <i>FAC-1 Programme</i> and to offer the opportunity to undertake and complete the <i>Relevant Works and/or Services</i> to a third party at its sole discretion.

6.	<b>ALLIANCE ACTIVITIES, SUPPLY CHAIN COLLABORATION AND TIMETABLE</b>		
<i>Alliance Activities</i>	6.1.		As from the <i>FAC-1 Contract Commencement Date</i> , the <i>Alliance Member</i> shall undertake the <i>Alliance Activities</i> described in and on the basis set out in the <i>FAC-1 Agreement</i> and the <i>FAC-1 Brief</i> and otherwise agreed by the <i>Alliance Manager</i> , working within the timescales stated in the <i>Timetable</i> and other timescales agreed by <i>Alliance Member</i> . The <i>Alliance Member</i> , in undertaking the <i>Alliance Activities</i> , shall do so in order to create <i>Improved Value</i> consistent with the <i>Objectives</i> .
<i>Supply Chain</i>	6.2.		The <i>Alliance Member</i> shall seek to establish and develop relationships with <i>Supply Chain</i> members that are complementary to the relationships under the <i>Contract Terms</i> and that assist in the achievement of the <i>Objectives</i> and shall use <i>Supply Chain Contracts</i> that are consistent with the <i>Partnering Terms</i> , which may involve (without limitation) the <i>Alliance Member</i> entering into one (1) or more agreements with <i>Supply Chain</i> members for the benefit of the <i>FAC-1 Programme</i> and/or any <i>Works Package(s)</i> on terms to be agreed as between the <i>Client</i> , the <i>Alliance Member</i> and the relevant <i>Supply Chain</i> member(s).
<i>Supply Chain Collaboration</i>	6.3.		If stated in the <i>FAC-1 Agreement</i> or the <i>FAC-1 Brief</i> or as otherwise agreed by the <i>Client</i> , the <i>Alliance Manager</i> and the <i>Alliance Member</i> , the <i>Alliance Activities</i> (and, as stated in an <i>Order</i> , any <i>Pre-Contract Activities</i> or <i>Stage 2 Services</i> ) shall include <i>Supply Chain Collaboration</i> in order to achieve <i>Improved Value</i> consistent with the <i>Objectives</i> through more consistent, longer term, larger scale <i>Supply Chain Contracts</i> and through other



		improved <i>Supply Chain</i> commitments and working practices by means of:
	6.3.1.	agreeing through the <i>Core Group</i> , if not already set out in the <i>FAC-1 Brief</i> , the basis for sharing information between the <i>Client</i> , the <i>Alliance Manager</i> and the <i>Alliance Member</i> and in relation to their current and proposed <i>Supply Chain Contracts</i> and, if not already set out in the <i>Timetable</i> , the timescales for each stage of <i>Supply Chain Collaboration</i> ;
	6.3.2.	reviewing and comparing the value offered by the <i>Alliance Member's</i> current and proposed <i>Supply Chain</i> ;
	6.3.3.	reviewing the potential for more consistent, longer term, larger scale <i>Supply Chain Contracts</i> and for other improved <i>Supply Chain</i> commitments and working practices;
	6.3.4.	jointly re-negotiating <i>Supply Chain Contracts</i> or undertaking joint <i>Supply Chain</i> tender processes, in each case through procedures to be approved by the <i>Core Group</i> , to be led by the <i>Alliance Member</i> and to be organised, monitored and supported by the <i>Alliance Manager</i> ; and
	6.3.5.	subject to approval by the <i>Client</i> of the <i>Improved Value</i> resulting from <i>Supply Chain Collaboration</i> , agreeing and entering into more consistent, longer term, larger scale <i>Supply Chain Contracts</i> and other improved <i>Supply Chain</i> commitments and working practices.

<b>7.</b>	<b>ORDERS</b>	
	7.1.	The <i>Alliance Manager</i> may from time-to-time issue to the <i>Alliance Member</i> a written request for a proposal from the <i>Alliance Member</i> in connection with the provision of:
	7.1.1	prior to the issue by the <i>Alliance Manager</i> to the <i>Alliance Member</i> of a <i>Notice to Proceed</i> in respect of a <i>Works Package</i> , <i>Pre-Contract Activities</i> (which may include <i>Pre-Construction Services</i> and/or <i>Early Works</i> ) in relation to a <i>Works Package</i> ;
	7.1.2	following the issue of the relevant <i>Notice to Proceed</i> , the <i>Stage 2 Services</i> .
		as an " <b>Order Request</b> ", with such <i>Order Request</i> setting out:
	(a)	a draft <i>Order</i> (identifying where any sections in or documents comprising the draft <i>Order</i> are to be completed by the <i>Alliance Member</i> );
	(b)	the relevant <i>Works Package</i> ;
	(c)	the nature, specification and requirements of the <i>Client</i> ;
	(d)	the timescale(s) within which the stated requirements of the <i>Client</i> are to be completed (by reference to the <i>Timetable</i> or otherwise);
	(e)	any proposals from the <i>Client</i> as to the basis upon which the <i>Alliance Member</i> shall be remunerated for performing and completing the stated requirements;
	(f)	whether or not the <i>Alliance Member</i> is appointed as <i>Principal Designer</i> and/or <i>Principal Contractor</i> for the purposes of the <i>Building Regulations 2010</i> (as amended); and



		(g)	any other details that the <i>Client</i> considers necessary to be included as part of the <i>Order Request</i> .
	7.2.		Where an <i>Order Request</i> is issued by the <i>Alliance Manager</i> to the <i>Alliance Member</i> pursuant to clause 7.1, the <i>Alliance Member</i> shall, within five (5) <i>Working Days</i> of its receipt of the <i>Order Request</i> (or such other date as may be agreed with the <i>Alliance Manager</i> , acting reasonably), provide its proposals in response to the <i>Order Request</i> (an " <b>Order Proposal</b> "), which shall include:
		7.2.1	any costs proposed by the <i>Alliance Member</i> for carrying out and completing the relevant <i>Pre-Contract Activities</i> or <i>Stage 2 Services</i> (as the case may be) and the basis upon which such costs are calculated;
		7.2.2	a detailed programme for the <i>Pre-Contract Activities</i> , including any <i>Early Works</i> or <i>Stage 2 Services</i> ;
		7.2.3	where the <i>Order</i> relates to the provision of <i>Early Works</i> , the <i>Alliance Member's</i> health and safety methodology;
		7.2.4	staff breakdown including organograms and CVs for key personnel;
		7.2.5	(if applicable) the <i>Alliance Member's</i> detailed proposals for carrying out the relevant <i>Pre-Contract Activities</i> (including <i>Early Works</i> ) or <i>Stage 2 Services</i> ;
		7.2.6	where the <i>Alliance Member</i> is appointed as Principal Designer and/or Principal Contractor pursuant to clause 7.1.2(f) a warranty that it is competent to fulfil the duties of the Principal Contractor and/or Principal Designer (as applicable) under the Building Regulations 2010 (as amended) in relation to the <i>Order Request</i> and has allocated or (as the case may be) will allocate adequate resources to enable it to comply with the provisions of this clause; and
		7.2.7	any other information or details requested as part of the <i>Order Request</i> .
	7.3.		Following its receipt of an <i>Order Proposal</i> from the <i>Alliance Member</i> in accordance with clause 7.2, the <i>Alliance Manager</i> shall within a further five (5) <i>Working Days</i> of its receipt of the <i>Order Proposal</i> (or within such other period as the <i>Alliance Manager</i> may, acting reasonably and following prior confirmation from the <i>Client</i> , notify to the <i>Alliance Member</i> during this period) either:
		7.3.1.	confirm in writing that it wishes for the <i>Alliance Member</i> to carry out the relevant <i>Pre-Contract Activities</i> or <i>Stage 2 Services</i> following which it will issue to the <i>Alliance Member</i> a completed <i>Order</i> which the <i>Alliance Member</i> shall sign and return to the <i>Alliance Manager</i> within three (3) <i>Working Days</i> of its receipt of the same; or
		7.3.2.	withdraw the <i>Order Request</i> at no cost to the <i>Client</i> , following which the <i>Alliance Member</i> shall not be authorised and shall not perform the <i>Pre-Contract Activities</i> or <i>Stage 2 Services</i> that were the subject of the <i>Order Request</i> .
	7.4.		An <i>Order</i> in respect of any <i>Pre-Contract Activities</i> or <i>Stage 2 Services</i> shall be governed by and subject to the <i>Contract Terms</i> except to the extent the



		Order relates to <i>Early Works</i> , in which case the <i>Early Works Terms</i> shall apply.	
	7.5.	No Order shall be or constitute a Notice to Proceed or a <i>Commencement Agreement</i> or give rise to any rights or obligations beyond its stated scope.	
	7.6.	The Alliance Member acknowledges and agrees that:	
		7.6.1.	it shall not perform (and the <i>Client</i> shall have no liability to make any payment to the Alliance Member in respect of) any <i>Pre-Contract Activities</i> or <i>Stage 2 Services</i> unless and until the <i>Alliance Manager</i> has with the prior confirmation of the <i>Client</i> first issued an <i>Order</i> to the <i>Alliance Member</i> in respect of the same and the <i>Alliance Manager</i> has received the <i>Order</i> executed and returned to the <i>Alliance Manager</i> by the <i>Alliance Member</i> ;
		7.6.2.	where the Alliance Member performs any <i>Pre-Contract Activities</i> or <i>Stage 2 Services</i> in advance of the <i>Alliance Manager</i> receiving such an executed <i>Order</i> , it shall do so at its own risk and cost; and
		7.6.3.	no amendments to the <i>Contract Terms</i> or <i>Early Works Terms</i> (as the case may be) shall be incorporated into an <i>Order</i> save where, in the <i>Client's</i> sole discretion, the <i>Client</i> determines that certain amendments (as agreed with the <i>Alliance Member</i> ) are reasonably necessary to reflect any circumstances that are specific to the relevant <i>Works Package</i> and where the <i>Alliance Member</i> is not seeking to materially change the <i>Contract Terms</i> or <i>Early Works Terms</i> as the case may be).
	7.7.	If the Alliance Member is instructed to undertake <i>Pre-Contract Activities</i> in connection with a <i>Works Package</i> and that <i>Works Package</i> is subsequently removed from the <i>FAC-1 Programme</i> in accordance with clause 5.10:	
		7.7.1.	the <i>Alliance Member</i> instructed to undertake <i>Pre-Contract Activities</i> shall be required to provide a <i>Constructor Collateral Warranty</i> (amended to reflect the context of the <i>Alliance Member's</i> engagement under the <i>Order</i> in connection with the <i>Pre-Contract Activities</i> only) in favour of the organisation (as a <i>Beneficiary</i> ) that has subsequently been allocated such <i>Works Package</i> (if any); and
		7.7.2.	the provision of the <i>Constructor Collateral Warranty</i> shall be a condition precedent to any issue of a <i>Notice to Proceed</i> to the <i>Alliance Member</i> that has undertaken such <i>Pre-Contract Activities</i> .

8.		PAYMENT	
Payment – generally	8.1.	The <i>Alliance Member</i> acknowledges and agrees that:	
		8.1.1.	except where clause 8.1.2 applies, the <i>Alliance Member</i> shall be paid for the provision of any <i>Pre-Contract Activities</i> and/or <i>Stage 2 Services</i> that are the subject of an <i>Order</i> pursuant to and in accordance with the <i>Contract Terms</i> only; and/or
		8.1.2.	the <i>Alliance Member</i> shall be paid for the provision of any <i>Early Works</i> that are the subject of an <i>Order</i> pursuant to and in accordance with the <i>Early Works Terms</i> only; and/or
		8.1.3.	the <i>Alliance Member</i> shall be paid for the provision of any <i>Works and/or Services</i> in connection with a <i>Works Package</i> that is the





			subject of an executed <i>Notice to Proceed</i> pursuant to and in accordance with the <i>Partnering Terms</i> only.
Payment – <i>Alliance Services</i>	8.2.	Subject to the provisions of clause 8.3 to clause 8.7 (inclusive), the <i>Alliance Member</i> shall have an entitlement to payment under the <i>Contract Terms</i> in respect of:	
		8.2.1.	any <i>Pre-Contract Activities</i> or <i>Stage 2 Services</i> in respect of which an <i>Order</i> has been issued (and subject to any milestones and/or other related preconditions that apply to the same as set out in the relevant <i>Order</i> ),
		provided always that:	
		(a)	the <i>FAC-1 Prices</i> will be subject to any fluctuation provisions stated in the <i>FAC-1 Brief</i> ; and
		(b)	any costs payable by the <i>Client</i> to the <i>Alliance Member</i> in respect of any <i>Pre-Contract Activities</i> or <i>Stage 2 Services</i> will be subject to fluctuation only to the extent specified in the relevant <i>Order</i> .
	8.2A	Without prejudice to the generality of clause 4, clause 5 and clause 8, the <i>Alliance Member</i> acknowledges and agrees that:	
		8.2A.1	it has complied with the <i>Pricing Rules</i> when preparing the <i>FAC-1 Prices</i> in relation to the provision of the <i>Pre-Contract Activities</i> or <i>Stage 2 Services</i> (if any); and
		8.2A.2	at the sole discretion of the <i>Client</i> , the <i>Pricing Rules</i> shall be used when developing and agreeing a price (or price(s)) in respect of any potential <i>Order(s)</i> for <i>Pre-Contract Activities</i> , including <i>Early Works</i> , or <i>Stage 2 Services</i> as may be required by the <i>Client</i> from time to time pursuant to and in accordance with clause 7.
Payment applications and <i>Due Dates</i>	8.3.	The <i>Alliance Member</i> shall, on or before each <i>Assessment Date</i> , submit to the <i>Alliance Manager</i> (addressed to the <i>Client</i> ) applications for payment of amounts due under the <i>FAC-1 Contract</i> for the <i>Works and/or Services</i> referred to in clause 8.2:	
		8.3.1.	with supporting information as stated in the <i>FAC-1 Brief</i> ;
		8.3.2.	stating the amount the <i>Alliance Member</i> considers due to it on the <i>Due Date</i> ; and
		8.3.3.	specifying the basis on which that amount is calculated.
<i>Payment Notices</i> to the <i>Alliance Member</i>	8.4.	Within seven (7) days from receipt of each application for payment made by the <i>Alliance Member</i> in accordance with clause 8.3, the <i>Alliance Manager</i> shall issue to the <i>Alliance Member</i> and the <i>Client</i> as agreed a <i>Payment Notice</i> :	
		8.4.1.	stating the amount the <i>Alliance Manager</i> considers due on the <i>Due Date</i> ;
		8.4.2.	calculated in accordance with the relevant <i>Order</i> in respect of any <i>Pre-Contract Services</i> , to establish the value of the <i>Works and/or Services</i> that are the subject of the application for payment, less the total of all amounts previously paid to the <i>Alliance Member</i> under the <i>Contract Terms</i> ; and
		8.4.3.	specifying the basis on which that amount is calculated.
Payments to the	8.5.	Subject to any <i>Pay Less Notice</i> issued under clause 8.7, the <i>Client</i> shall pay	



<i>Alliance Member</i>		to the <i>Alliance Member</i> the amount stated in a <i>Payment Notice</i> issued pursuant to clause 8.4 by the <i>Final Date for Payment</i> .	
Default <i>Payment Notices</i>	8.6.	If the <i>Alliance Manager</i> does not issue a <i>Payment Notice</i> to the <i>Alliance Member</i> in accordance with clause 8.4:	
		8.6.1.	the <i>Alliance Member's</i> application for payment under clause 8.3 shall be treated as the <i>Payment Notice</i> ; and
		8.6.2.	subject to any <i>Pay Less Notice</i> issued under clause 8.7, the <i>Client</i> shall pay the amount stated as due in the application for payment by the <i>Final Date for Payment</i> .
<i>Pay Less Notices</i>	8.7.	Not later than one (1) day before the <i>Final Date for Payment</i> of any amount due and if the <i>Client</i> as agreed considers a lesser amount to be due than the amount stated in an application for payment:	
		8.7.1.	the <i>Alliance Manager</i> may give a notice (as a " <b>Pay Less Notice</b> ") to the <i>Alliance Member</i> specifying the amount that the <i>Alliance Manager</i> and the <i>Client</i> considers due to the <i>Alliance Member</i> on the date that the <i>Pay Less Notice</i> is served and the basis on which that amount is calculated; and
		8.7.2.	if a <i>Pay Less Notice</i> is issued to the <i>Alliance Member</i> under this clause 8.7, the <i>Client</i> shall pay to the <i>Alliance Member</i> the amount stated in that <i>Pay Less Notice</i> by the <i>Final Date for Payment</i> .
Adjustment of notices and payments	8.8.	No notice issued or payment to the <i>Alliance Member</i> made pursuant to and in accordance with this clause 8 shall:	
		8.8.1.	prevent its later reconsideration and adjustment; and/or
		8.8.2.	imply or be evidence of approval or acceptance of any part of any <i>Pre-Contract Activities</i> or <i>Stage 2 Services</i> provided by the <i>Alliance Member</i> by or on behalf of the <i>Client</i> .
Suspension of performance	8.9.	If the <i>Client</i> as agreed fails to make any payment due to the <i>Alliance Member</i> in accordance with this clause 8 by the <i>Final Date for Payment</i> , and if that failure continues for seven (7) days after the <i>Alliance Member</i> has given the <i>Alliance Manager</i> notice of its intention to suspend performance of the <i>Pre-Contract Activities</i> or <i>Stage 2 Services</i> (to the extent only that the outstanding payment relates to the same) and the grounds for the intended suspension, then:	
		8.9.1.	the <i>Alliance Member</i> may suspend performance of any or all of its notified obligations to the <i>Client</i> under the <i>Contract Terms</i> until the payment due is received in full; and
		8.9.2.	where the <i>Alliance Member</i> exercises this right of suspension, the <i>Client</i> shall pay to the <i>Alliance Member</i> a reasonable amount in respect of costs and expenses reasonably incurred by it as a result of the exercise of this right.
Interest on late payment	8.10.	Any delay in a due payment beyond the <i>Final Date for Payment</i> shall entitle the <i>Alliance Member</i> to be paid interest at the rate stated in the <i>FAC-1 Agreement</i> .	
Recovery of sums due from the Contractor	8.11.	Where any sum of money is recoverable from or payable by the <i>Alliance Member</i> under this <i>FAC-1 Contract</i> or any <i>Order</i> or <i>Notice to Proceed</i> , issued pursuant to this <i>FAC-1 Contract</i> the <i>Alliance Manager</i> shall assess such sum and deduct the same from the amount payable to the <i>Alliance</i>	



		<p><i>Member</i> in respect of one or more payment applications in accordance with this clause 8 (in respect of payments made under the <i>FAC-1 Contract</i>) or under clause 20.2 of the terms applicable to the <i>Order</i> or <i>Notice to Proceed</i>, as the case may be. Where the assessment exceeds any payment due to the <i>Alliance Member</i> under the relevant contract (whether this <i>FAC-1 Contract</i>, an individual <i>Order</i> or a <i>Notice to Proceed</i>), the sum assessed may be deducted from any sum falling due to the <i>Alliance Member</i> under this <i>FAC-1 Contract</i> including any <i>Order</i> or <i>Notice to Proceed</i> issued hereunder whether before or after the date of the contract under which the relevant sum is due. The right to exercise this clause remains at the <i>Client's</i> discretion.</p>
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8A.	VALID INVOICES	
	8A.1	The Alliance Member acknowledges and agrees that:
	8A.1.1	it is a condition precedent to the commencement of the processes set out in clause 8.3 to clause 8.7 (inclusive) in respect of an application for payment submitted by or on behalf of the Alliance Member pursuant to clause 8 that such application for payment is a <i>Valid Invoice</i> (provided always that the <i>Alliance Manager</i> must act reasonably and proportionately in making a determination as to whether an invoice is a <i>Valid Invoice</i> based upon the nature and type of the purported non-compliant part(s) of the application for payment);
	8A.1.2	where an application for payment submitted by the Alliance Member to the <i>Alliance Manager</i> pursuant to clause 8 is not a <i>Valid Invoice</i> , the <i>Alliance Manager</i> shall notify the <i>Alliance Member</i> of this in writing and the <i>Alliance Member</i> shall be entitled to apply for payment for the items otherwise referred to in the non-compliant application for payment as part of the application for payment that it issues to the <i>Alliance Manager</i> at the next <i>Assessment Date</i> and no earlier; and
	8A.1.3	clause 8 shall be construed accordingly.
	8A.2	If, following the issue of an application for payment by the <i>Alliance Member</i> in accordance with clause 8 that is a <i>Valid Invoice</i> , there is subsequently any adjustment to the consideration due to the <i>Alliance Member</i> under the <i>FAC-1 Contract</i> or the extent to which the <i>Works and/or Services</i> provided by the <i>Alliance Member</i> is a supply on which VAT is chargeable under <i>Applicable Law</i> , then:
	8A.2.1	if the adjustment is upward or the extent to which the supply is a supply on which the VAT that is chargeable increases, then:
	8A.2.1.1	the <i>Alliance Member</i> shall issue a new <i>Valid Invoice</i> or an additional or revised <i>Valid Invoice</i> (as the case may be) to the <i>Alliance Manager</i> ; and
	8A.2.1.2	the <i>Client</i> will pay to the <i>Alliance Member</i> an amount which is equal to any VAT or additional VAT (as the case may be) arising on and from the date of the adjustment in respect of the supply for which the <i>Alliance Member</i> is liable to account; or
	8A.2.2	if the adjustment is downward or the extent to which the supply is





			a supply on which the VAT that is chargeable decreases, then:
		8A.2.2.1	the <i>Alliance Member</i> shall issue a valid VAT credit note or a revised <i>Valid Invoice</i> to the <i>Alliance Manager</i> and the <i>Alliance Member</i> will pay to the <i>Client</i> an amount which is equal to any reduction in the VAT arising in respect of the supply for which the <i>Alliance Member</i> is liable to account; or
		8A.2.2.2	the <i>Client</i> (via the <i>Alliance Manager</i> ) and the <i>Alliance Member</i> may agree in writing that the <i>Client</i> may withhold from any further sums payable to the <i>Alliance Member</i> under the <i>FAC-1 Contract</i> an amount which is equal to any reduction in the VAT arising in respect of the supply for which the <i>Alliance Member</i> is liable to account.
	8A.3	If the <i>Client</i> pays the <i>Alliance Member</i> any sums under or in connection with the <i>FAC-1 Contract</i> prior to the submission of a <i>Valid Invoice</i> , such payment shall be deemed to have been paid to the <i>Alliance Member</i> on account and shall be deductible from the next payment to be made to the <i>Alliance Member</i> under the <i>FAC-1 Contract</i> .	

<b>9.</b>	<b>CHANGE MANAGEMENT</b>		
Change	9.1.	Any change to:	
		9.1.1.	the scope of any <i>Pre-Contract Activities</i> (and any adjustment to the entitlement of the <i>Alliance Member</i> to payment in respect of the provision of the same pursuant to the relevant <i>Order</i> as a consequence of the same) including in relation to <i>Early Works</i> , or any <i>Stage 2 Services</i> , shall be agreed by the <i>Alliance Member</i> , the <i>Client</i> and the <i>Alliance Manager</i> in advance and in writing,
		provided always that the <i>Client</i> may, by way of a written notification issued by the <i>Alliance Manager</i> to:	
		(a)	the <i>Alliance Member</i> , omit the whole or part of any <i>Pre-Contract Activities</i> or <i>Stage 2 Services</i> in respect of which an <i>Order</i> has been issued to the <i>Alliance Member</i> ,
		following which the <i>Alliance Member's</i> entitlement to payment in respect of such omitted items shall be calculated on a prorated basis by reference to the original agreed cost of the same if originally a fixed cost or, in any other case, as determined by the <i>Alliance Manager</i> (acting reasonably and having regard to the nature, type and assumed value of the omitted items when considered as part of the overall <i>Pre-Contract Activities</i> or <i>Stage 2 Services</i> of which such omitted items form part), provided always that:	
		(i)	the provisions of clause 5.7 shall apply to any such omission; and
		(ii)	the <i>Client</i> may not instruct another <i>Alliance Member</i> to undertake any <i>Works and/or Services</i> that have been omitted from the scope of <i>Works and/or Services</i> of another <i>Alliance Member</i> pursuant to this clause 9.1 where the omission was not notified as a result of or in connection with the <i>Alliance Member's</i> failure to comply with its obligations under this <i>FAC-1 Contract</i> .
Risk management	9.2.	The <i>Alliance Member</i> recognises the risks involved in the <i>FAC-1 Programme</i>	



		and shall undertake <i>Risk Management</i> together and individually in accordance with the <i>FAC-1 Documents</i> in order to analyse and manage those risks using the most effective methods.
<i>Risk Register</i>	9.3.	The <i>Alliance Member</i> shall undertake the <i>Risk Management</i> actions described in the <i>Risk Register</i> within the periods stated in the <i>Risk Register</i> and as otherwise agreed by the <i>Alliance Member</i> .
<i>Updated Risk Register</i>	9.4.	The <i>Alliance Manager</i> shall update the <i>Risk Register</i> for <i>Core Group</i> approval at the intervals stated in the <i>Timetable</i> and as otherwise agreed by <i>Alliance Member</i> .

10.	DUTY OF CARE AND PERFORMANCE OF DUTIES AND OBLIGATIONS	
Skill and care	10.1.	The <i>Alliance Member</i> undertakes and warrants to the <i>Client</i> that, in performing and undertaking the:
	10.1.1.	the <i>Alliance Activities</i> ; and
	10.1.2.	any <i>Pre-Contract Activities</i> or <i>Stage 2 Services</i> that are the subject of an <i>Order</i> issued pursuant to clause 7,
		it has carried out and shall continue to carry out the same using the <i>Standard of Care</i> .
Mutual duties	10.2.	Not used.
Specific documents	10.3.	The <i>Alliance Member</i> shall owe a duty of care in respect of any documents submitted by it to the <i>Alliance Manager</i> pursuant to and in accordance any <i>Works Package Procedure</i> , its <i>FAC-1 Proposals</i> , its <i>FAC-1 Prices</i> and/or pursuant to clause 7 only to the <i>Client</i> .
Performance of duties and obligations	10.4.	Without prejudice to the generality of clause 10.1, the <i>Alliance Member</i> shall, at all times, in the performance of its duties and obligations under the <i>Contract Terms</i> , have full regard to and comply with:
	10.4.1.	the <i>Contract Terms</i> ;
	10.4.2.	all <i>Applicable Law</i> (save that nothing in the <i>Contract Terms</i> is intended to nor shall be construed as imposing a fitness for purpose obligation on the <i>Alliance Member</i> ); and
	10.4.3.	any instructions issued by the <i>Alliance Manager</i> (acting reasonably) in connection with the <i>Alliance Activities</i> and any <i>Pre-Contract Activities</i> or <i>Stage 2 Services</i> ,
		as well as perform and undertake the <i>Alliance Activities</i> and any <i>Pre-Contract Activities</i> and/or any <i>Stage 2 Services</i> regularly and diligently and having full regard to the <i>Timetable</i> and any other dates and milestones that are notified by the <i>Alliance Manager</i> to the <i>Alliance Member</i> from time to time in writing in connection with the <i>FAC-1 Programme</i> .
Delay	10.5.	If at any time the <i>Alliance Member</i> is prevented or delayed in the performance of its duties and obligations under the <i>Contract Terms</i> that is attributable to:
	10.5.1.	any impediment, prevention or default, whether by act or omission, by the <i>Client</i> , the <i>Alliance Manager</i> and/or the <i>Programme Consultants</i> ;
	10.5.2.	an instruction of the <i>Alliance Manager</i> under the <i>Contract Terms</i> ; or



		10.5.3.	any suspension by the <i>Client</i> pursuant to <i>Special Term</i> 33.4 or the <i>Alliance Member</i> pursuant to clause 8.9,
			and save where such events are not in any way consequent upon or necessitated by any negligence, omission, default, breach of contract or breach of statutory duty of the <i>Alliance Member</i> , its servants or agents or any <i>Specialists</i> (or any tier) or by any acts or omissions of any other <i>Alliance Member</i> .
		(a)	the <i>Alliance Member</i> shall notify the <i>Alliance Manager</i> as soon as possible of the same (but no later than three (3) <i>Working Days</i> following the occurrence of the delay or prevention), giving the specific reason(s) for such delay or prevention, together with its best estimate of its effect and the remedial action(s) that the <i>Alliance Member</i> believes are necessary and the cost consequences of the delay;
		(b)	the <i>Alliance Member</i> shall use all reasonable endeavours to, as soon as practicable, expedite the performance of the affected duties and obligations so as to complete the same with all reasonable speed and to minimise any additional expense incurred (or to be incurred) by the <i>Alliance Member</i> in connection with such delay and to minimise any consequential delays that may be suffered by another <i>Alliance Member</i> arising out of or in connection with the same; and
		(c)	the <i>Alliance Manager</i> shall (acting reasonably) notify the <i>Alliance Member</i> of any reasonable adjustments to any of the dates and/or milestones (of any type and nature) relating to the delivery of the <i>FAC-1 Programme</i> or part of it (including in relation to any time periods that relate to a specific <i>Order</i> other than in respect of any <i>Order for Pre-Contract Activities or Stage 2 Services</i> ) that it agrees are a consequence of such event of prevention or delay,
			to reflect the impact on the <i>Alliance Member</i> of the notified delay,
			provided always that, save as set out in any notice of suspension issued by or on behalf of the <i>Client</i> pursuant to <i>Special Term</i> 33.4, the <i>Alliance Member</i> shall not have any entitlement to any payment whatsoever arising out of or in connection with any period of suspension notified under <i>Special Term</i> 33.4.

11.	INTELLECTUAL PROPERTY RIGHTS		
	11.1.	The <i>Intellectual Property Rights</i> in all <i>Alliance Member Materials</i> provided in connection with the <i>Works and/or Services</i> and the <i>FAC-1 Programme</i> shall remain vested in the <i>Alliance Member</i> , but the <i>Alliance Member</i> grants to the <i>Client</i> and its nominees with full title guarantee an irrevocable, royalty-free, worldwide and non-exclusive licence in perpetuity to use, copy and reproduce its <i>Alliance Member Materials</i> for any purpose whatsoever, including but not limited to in connection with <i>FAC-1 Programme</i> (and any other project of the <i>Client</i> ) 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 <i>FAC-1 Programme</i> (and any other project of the <i>Client</i> ).	
	11.2.	The <i>Intellectual Property Rights</i> in all <i>Client Materials</i> shall remain vested in the <i>Client</i> but the <i>Client</i> grants to the <i>Alliance Member</i> and its nominees a	



		non-exclusive and royalty-free licence to copy, use and reproduce such <i>Client Materials</i> for any purpose in connection with the <i>FAC-1 Programme</i> and its allocated <i>Works Package</i> (as determined in accordance with this <i>FAC-1 Contract</i> ), provided always that such licence shall automatically terminate upon the termination of the <i>Alliance Member's</i> engagement under the <i>FAC-1 Contract</i> .
	11.3.	The licence granted to the <i>Client</i> and the <i>Alliance Member</i> under clause 11.1, carries the right for the <i>Client</i> and the <i>Alliance Member</i> 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 <i>FAC-1 Contract</i> or termination (for any reason) of the grantor <i>Alliance Member's</i> engagement under the whole or part of the <i>FAC-1 Contract</i> and/or any <i>Order</i> and/or any <i>Notice to Proceed</i> .
	11.4.	The right given to the <i>Client</i> to assign, novate, transfer and/or otherwise deal with the licence given under clause 11.1, pursuant to clause 11.3 or otherwise, shall include the right for the <i>Client</i> to use such means to grant the licence to a <i>Central Government Body</i> 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 <i>Client</i> at any time.
	11.5.	Any change in the legal status of the <i>Client</i> which means that it ceases to be a <i>Central Government Body</i> , shall not affect the validity of the licence granted in favour of the <i>Client</i> under clause 11.1 and if the <i>Client</i> ceases to be a <i>Central Government Body</i> , the successor body to the <i>Client</i> shall be entitled to the benefit of the licence granted in clause 11.1.
	11.6.	If a licence granted in favour of the <i>Client</i> under clause 11.1 is novated as permitted by this clause 11 or there is a change in the <i>Client's</i> status pursuant to clause 11.5, the rights acquired on that novation or change of status shall not extend beyond those previously enjoyed by the <i>Client</i> .
	11.7.	The <i>Alliance Member</i> unconditionally and irrevocably agrees to waive, in respect of any <i>Alliance Member Materials</i> in respect of which it has granted a licence in favour of the <i>Client</i> under clause 11.1, all moral rights to which the <i>Alliance Member</i> may now or at any future time be entitled under the Copyright, Designs and Patents Act 1988 and/or under any other <i>Applicable Law</i> in respect of the <i>Alliance Member Materials</i> , with this waiver being made in favour of the <i>Client</i> and extended to (as the context permits) the sub-licensees, assignees, transferees and successors in title of the <i>Client</i> .
	11.8.	The <i>Alliance Member</i> warrants and undertakes to the <i>Client</i> that:
	11.8.1.	all <i>Alliance Member Materials</i> are and will continue to be its own original work (or the original work of its <i>Specialists</i> , as appropriate);
	11.8.2.	the licence granted in any <i>Alliance Member Materials</i> pursuant to clause 11.1 does not and will not at any time infringe the rights of any third party;
	11.8.3.	it has not and will not infringe the rights of the <i>Client</i> or any other third party in the use of any <i>Client Materials</i> to which the licence provided by the <i>Client</i> to the <i>Alliance Member</i> pursuant to clause 11.2 applies; and
	11.8.4.	it has obtained (and shall maintain at all times) all of the necessary licenses and consents in relation to the <i>Intellectual Property Rights</i> that are used or may be used by the <i>Alliance Member</i> or licenced to and/or by the <i>Alliance Member</i> under or in connection with <i>FAC-</i>



			1 <i>Contract</i> and will provide evidence of the same on the written request of the <i>Client</i> .
	11.9.	The <i>Alliance Member</i> shall not be liable for any use by the <i>Client</i> or its nominees of any <i>Alliance Member Materials</i> for any purpose other than that for which such <i>Alliance Member Materials</i> were prepared by or on its behalf	
	11.10.	The <i>Client</i> shall have no liability whatsoever to the <i>Alliance Member</i> 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 the <i>Alliance Member</i> on any <i>Client Materials</i> (save for fraudulent misrepresentation) in respect of which a licence has been provided in favour of the <i>Alliance Member</i> pursuant to clause 11.2.	
	11.11.	The <i>Alliance Member</i> shall indemnify the <i>Client</i> 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 <i>Client</i> as a consequence of and in relation to any actual and/or alleged infringement of <i>Intellectual Property Rights</i> arising out of or in connection with its <i>Alliance Member Materials</i> and/or the <i>Alliance Member's</i> use of the <i>Client Materials</i> .	

12.	INSURANCES		
Insurances	12.1.	The <i>Alliance Member</i> shall take out the <i>Insurances</i> stated in the <i>FAC-1 Agreement</i> (including under the entry in the <i>FAC-1 Agreement</i> for clause 12A) and any <i>Joining Agreement</i> for matters governed by the <i>Contract Terms</i> , provided that the provisions of this clause 12.1 shall not apply to:	
		12.1.1	any <i>Early Works</i> that are the subject of an <i>Order</i> (the insurance requirements in respect of which will be set out in the <i>Order</i> and/or the <i>Early Works Terms</i> ); and
		12.1.2	the duties and obligations of the <i>Alliance Member</i> under the <i>Partnering Terms</i> following the execution of a <i>Notice to Proceed</i> in respect of a <i>Works Package</i> (the insurance requirements in respect of which will be set out in the <i>Notice to Proceed</i> )
Insurance terms	12.2.	All <i>Insurances</i> referred to in clause 12.1 shall be placed with insurers for those risks, with those exclusions and deductibles, and on those other terms as shall be stated in the <i>FAC-1 Agreement</i> and/or the <i>FAC-1 Brief</i> or otherwise agreed by the <i>Client</i> (or <i>Alliance Manager</i> , acting with the authority of the <i>Client</i> ) in writing and all those insurances shall be maintained for the period specified in the <i>FAC-1 Agreement</i> and the <i>Alliance Member</i> shall not do anything to invalidate those <i>Insurances</i> .	
Insurance details	12.3.	The <i>Alliance Member</i> shall provide to the <i>Alliance Manager</i> upon request copy policies or detailed certification as evidence in a satisfactory form of its <i>Insurances</i> .	

12A.	ADDITIONAL INSURANCE REQUIREMENTS		
Additional insurance requirements	12A.	The <i>Alliance Member</i> acknowledges and agrees that the provisions of clause 12 shall be construed as also applying to the <i>Insurances</i> identified in the entry in the <i>FAC-1 Agreement</i> for clause 12A and the <i>Alliance Member</i> shall comply with any requirements in relation to such <i>Insurances</i> as so	





		specified in the <i>FAC-1 Agreement</i> .
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13.	GENERAL	
Exclusion of Partnership	13.1.	Nothing in the <i>FAC-1 Contract</i> shall be construed as creating a partnership, a joint venture, a contract of employment or a relationship of principal and agent between the <i>Client</i> and the <i>Alliance Member</i> .
Assignment and sub-contracting	13.2.	The <i>Client</i> may novate, assign or transfer the <i>FAC-1 Contract</i> and/or any <i>Order</i> , in whole or in part, or any share or interest in the same without the consent of the <i>Alliance Member</i> , and the <i>Alliance Member</i> may not assign, novate or transfer the <i>FAC-1 Contract</i> and/or any <i>Order</i> , in whole or in part, or any share or interest in the same without the <i>Client's</i> prior written consent.
Confidentiality	13.3.	Without prejudice to the generality of <i>Special Term 13</i> , the <i>FAC-1 Prices</i> and <i>FAC-1 Proposals</i> of the <i>Alliance Member</i> (as well as any prices and commercially sensitive financial information referred to in any <i>Order</i> ) are confidential as between the <i>Alliance Member</i> , the <i>Client</i> and the <i>Alliance Manager</i> .
Legal requirements	13.4.	The <i>Alliance Member</i> shall comply with all <i>Applicable Laws</i> relating to the <i>FAC-1 Programme</i> in the performance of its duties and obligations under or in connection with this <i>FAC-1 Contract</i> .
<i>Special Terms</i>	13.5.	The <i>Special Terms</i> identified in the <i>FAC-1 Agreement</i> supplement and shall be construed as forming part of the <i>Contract Terms</i> (as the context requires and unless otherwise expressly stated).
Third party rights	13.6.	Save as expressly stated in the <i>FAC-1 Contract</i> (or to give effect to any <i>Collateral Warranty</i> or <i>Third Party Rights</i> ), nothing in the <i>FAC-1 Contract</i> confers or purports to confer on any person or party any rights pursuant to the <i>Contracts (Rights of Third Parties) Act 1999</i> .
Variations	13.7.	Any amendments to the <i>FAC-1 Contract</i> and any of the <i>FAC-1 Documents</i> as agreed between the <i>Client</i> and the <i>Alliance Member</i> must be in writing and executed as a deed of variation or equivalent instrument as agreed between them (acting reasonably), provided that any amendments to an <i>Order for Pre-Contract Activities</i> (including for <i>Early Works</i> ) or for <i>Stage 2 Services</i> in connection with a <i>Works Package</i> shall be agreed in writing between the <i>Client</i> and the <i>Alliance Member</i> in such form as those parties may agree (acting reasonably) by reference to the <i>Contract Terms</i> and <i>Early Works Terms</i> respectively).

14.	TERMINATION	
<i>Targets not achieved</i>	14.1.	Not used.
Termination by the <i>Client</i> for any reason	14.2.	The <i>Client</i> may terminate the whole or any part of the engagement of the <i>Alliance Member</i> under the <i>FAC-1 Contract</i> at any time on thirty (30) days' written notice for any reason and if so notified to the <i>Alliance Member</i> by the <i>Alliance Manager</i> at the <i>Client's</i> sole discretion and if so stated in that notice, such notice shall also constitute a valid termination notice issued by the "Client" pursuant to clause 26.1(i) of the terms applicable to any <i>Order</i> or of any <i>Notice to Proceed</i> that has been issued and executed as at the date of the notice's issue.
<i>Insolvency Event</i>	14.3.	If the <i>Alliance Member</i> is subject to an <i>Insolvency Event</i> , the appointments of that <i>Partnering Team</i> member under this <i>FAC-1 Contract</i> and in respect of



		any <i>Notices to Proceed</i> that have been issued at such time (including in relation to any Projects in respect of which a <i>Commencement Agreement</i> has been issued at such time) shall automatically terminate with immediate effect.		
Termination generally	14.4.	If:		
		14.4.1.	the <i>Alliance Member</i> is in default under the <i>FAC-1 Contract</i> and does not remedy that breach within four (4) weeks from the date of a notice from the <i>Alliance Manager</i> notifying it of the default; or	
		14.4.2.	the <i>Client</i> is entitled to terminate the engagement of the <i>Alliance Member</i> under the <i>FAC-1 Contract</i> pursuant to and in accordance with:	
			14.4.2.1.	<i>Special Term</i> 17 (Conflicts of Interest);
			14.4.2.2.	<i>Special Term</i> 18 (Competition Law, Corrupt Gifts & Payment);
			14.4.2.3.	<i>Special Term</i> 20 (Modern Slavery);
			14.4.2.4.	<i>Special Term</i> 27 (Cyber Essentials Scheme);
			14.4.2.5.	<i>Special Term</i> 28 (Financial Standing);
			14.4.2.6.	<i>Special Term</i> 29 (Financial Distress);
			14.4.2.7.	<i>Special Term</i> 30.1.1 (Public Contracts Regulations 2015);
			14.4.2.8.	<i>Special Term</i> 31 (Change of Control);
			14.4.2.9.	<i>Special Term</i> 33 (Suspension by the <i>Client</i> ); or
			14.4.2.10.	<i>Clause</i> 5.8 (Exclusivity in respect of the <i>Validation Activities</i> ),
		then the <i>Client</i> may terminate the engagement of the <i>Alliance Member</i> under the <i>FAC-1 Contract</i> in writing with immediate effect (save that, in respect of a termination under <i>Special Term</i> 33 or <i>Clause</i> 5.8, the termination shall take effect within the relevant time period specified therein).		
<i>Pre-Contract Activities and Works Packages</i>	14.5.	Save in respect of a termination of the engagement of the <i>Alliance Member</i> under the <i>FAC-1 Contract</i> under clause 14.3 and notwithstanding any termination of the engagement of the <i>Alliance Member</i> under the <i>FAC-1 Contract</i> under this clause 14, where an <i>Order</i> for <i>Pre-Contract Activities</i> and/or <i>Stage 2 Services</i> and/or a <i>Notice to Proceed</i> in respect of a <i>Works Package</i> has been executed by the <i>Alliance Member</i> as at the date of any termination notice issued under the <i>Contract Terms</i> , such <i>Order</i> and/or <i>Notice to Proceed</i> shall remain in full force and effect, subject to the termination rights in the <i>Contract Terms</i> and/or <i>Early Works Terms</i> and/or <i>Partnering</i> respectively (and as the context requires), unless the termination notice also states that the <i>Alliance Member's</i> obligations to carry out <i>Pre-Contract Activities</i> (including <i>Early Works</i> ) and/or <i>Stage 2 Services</i> that are the subject of an <i>Order</i> and/or activities in relation to a <i>Works Package</i> that are subject to a <i>Notice to Proceed</i> between the <i>Client</i> and the <i>Alliance Member</i> at that time is also terminated.		
<i>Additional Alliance Members</i>	14.6.	Notwithstanding the termination of the engagement of the <i>Alliance Member</i> under the <i>FAC-1 Contract</i> for any reason, as between the <i>Client</i> and all other <i>Additional Alliance Members</i> the <i>FAC-1 Contract</i> shall remain in full force and effect.		



Accrued rights and obligations	14.7.	Any termination of the engagement of the <i>Alliance Member</i> under this clause 14 shall not affect the mutual rights and obligations of the <i>Alliance Member</i> under any part of the <i>FAC-1 Contract</i> accrued at the date of termination.	
Effect of termination	14.8.	Where the <i>Client</i> terminates the engagement of the <i>Alliance Member</i> under the <i>Contract Terms</i> for a reason other than pursuant to clause 14.3:	
		14.8.1.	the <i>Alliance Member</i> shall cease the performance of any activities in connection with the <i>Contract Terms</i> no later than the effective date of the termination (the " <b>Termination Date</b> ");
		14.8.2.	the <i>Alliance Member</i> 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;
		14.8.3.	as soon as reasonably practicable on or after the <i>Termination Date</i> (and as the context permits) the <i>Alliance Manager</i> shall issue a notice to the <i>Alliance Member</i> (the " <b>Termination Payment Notice</b> "), with such <i>Termination Payment Notice</i> setting out (as the " <b>Termination Sum</b> ");
			14.8.3.1. the value of any activities properly carried out and completed by the <i>Alliance Member</i> in accordance with such <i>Contract Terms</i> as at the <i>Termination Date</i> and in respect of which the <i>Alliance Member</i> has applied for but has not yet received payment under such <i>Contract Terms</i> as at the <i>Termination Date</i> ; and
			14.8.3.2. the amount due and payable to the <i>Alliance Member</i> in relation to any activities that have been provided by the <i>Alliance Member</i> (and for which the <i>Alliance Member</i> is entitled to payment under such <i>Contract Terms</i> ) as at the <i>Termination Date</i> ,
			less (where the termination is pursuant to clause 14.4) any sums incurred (or reasonably anticipated to as to be incurred) by the <i>Client</i> arising out of in connection with the termination;
		14.8.4.	the <i>Client</i> shall pay to the <i>Alliance Member</i> the <i>Termination Sum</i> (or where the <i>Termination Payment Notice</i> specifies that the <i>Termination Sum</i> is to be made by the <i>Alliance Member</i> to the <i>Client</i> , the <i>Alliance Member</i> shall pay to the <i>Client</i> the <i>Termination Sum</i> ) within thirty (30) days of the date of the <i>Termination Payment Notice</i> ; and
		14.8.5.	the payment by the <i>Client</i> to the <i>Alliance Member</i> of the <i>Termination Sum</i> shall be the sole and exclusive remedy of the <i>Alliance Member</i> arising out of or in connection with such termination under the <i>FAC-1 Contract</i> (whether in contract, tort (including negligence) or any other basis of law) and which, in the event of termination under clause 14.2, shall include expenses properly incurred by the Supply Chain, and the <i>Alliance Member</i> shall have no right to claim any amounts in respect of the termination above and beyond the <i>Termination Sum</i> , 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,
		provided always that where the obligation for the <i>Alliance Member</i> to carry out <i>Early Works</i> in connection with an <i>Order</i> in accordance with the <i>Early Works Terms</i> is terminated, whether by reference to the <i>FAC-1 Contract</i> or otherwise, the <i>Alliance Member's</i> entitlement to any payment arising out of or in connection with such termination shall be governed exclusively by (and subject to the provisions of) the relevant <i>Early Works Terms</i> .
	14.9.	Where the <i>Client</i> terminates the engagement of the <i>Alliance Member</i> under the <i>FAC-1 Contract</i> pursuant to clause 14.3, the <i>Alliance Member</i> shall not be entitled to any further payment from the <i>Client</i> under or in connection with the <i>FAC-1 Contract</i> (save in respect of any amounts that have previously been the subject of an application for payment submitted pursuant to clause 8 and in respect of which the <i>Alliance Manager</i> has not issued a <i>Pay Less Notice</i> to the <i>Alliance Member</i> within the period specified in clause 8.7 for such application for payment).

15.	PROBLEM-SOLVING AND DISPUTE RESOLUTION	
Notice and <i>Core Group</i> meeting	15.1.	As soon as it becomes aware of any dispute, the <i>Client</i> , the <i>Alliance Manager</i> or the <i>Alliance Member</i> (each a " <b>party</b> " and together the " <b>parties</b> " for the purpose of this clause 15) shall give notice to the parties involved in a dispute and to the <i>Alliance Manager</i> who shall convene a <i>Core Group</i> meeting, notifying all available information and inviting all involved parties who shall all attend and who shall make constructive proposals in seeking to achieve an agreed solution.
Conciliation	15.2.	If any dispute is not resolved in accordance with clause 15.1 and provided that the <i>Client</i> has not by reason of that dispute exercised a right of termination under clause 14, then, if stated in the <i>FAC-1 Agreement</i> , the <i>Parties</i> involved in a dispute may refer it to conciliation in accordance with Part 1 of Appendix 4 and the <i>Conciliation Procedure</i> stated in the <i>FAC-1 Agreement</i> .
Adjudication	15.3.	The procedures under clauses 15.1 and 15.2 are without prejudice to the rights of the <i>Client</i> or the <i>Alliance Member</i> involved in a dispute to refer it to adjudication in accordance with Part 2 of Appendix 4 and the procedure stated in the <i>FAC-1 Agreement</i> .
Litigation	15.4.	Any dispute that is not resolved in accordance with clauses 15.2 or 15.3 may be referred by the <i>Client</i> or the <i>Alliance Member</i> involved in that dispute either to the courts of England and Wales for final determination.
Application to <i>Pre-Contract Activities</i> and <i>Stage 2 Services</i>	15.5.	The <i>Client</i> and the <i>Alliance Member</i> acknowledge and agree that, for the purposes of this clause 15 and the Housing Grants, Construction and Regeneration Act 1996 (as amended), any dispute as between a <i>Client</i> and the <i>Alliance Member</i> in connection with a <i>Works Package</i> that is the subject to an <i>Order</i> for <i>Pre-Contract Activities</i> or <i>Stage 2 Services</i> and/or a <i>Notice to Proceed</i> for the design and construction of that <i>Works Package</i> shall be governed principally by the terms and conditions of the <i>Early Works Terms</i> (in respect of an <i>Order</i> for <i>Early Works</i> ) and the <i>Partnering Terms</i> otherwise, and not the provisions of this clause 15.



## APPENDIX 1

### DEFINITIONS (see clause 1.2)

**Additional Alliance Member** – an additional *Alliance Member* with which the *Client* and the *Alliance Member* enter into a *Joining Agreement* under clause 1.15;

**Adjudicator** – an individual identified as an adjudicator under the *FAC-1 Agreement*, the *Model Adjudication Procedure* and Part 2 of Appendix 4;

**Affected ICT System** - has the meaning given to such term in *Special Term 37.2*;

**Affiliate** – in relation to a body corporate, is any other entity which:

- directly or indirectly controls;
- is controlled by; or
- is under direct or indirect common control of,

that body corporate from time to time, with "control(s)" in this context meaning control in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 (and with "controlled" being construed accordingly), and any subsidiary undertaking (as such term is defined in the Companies Act 2006) of that body corporate and/or any undertaking with a shareholding or that has an equivalent corporate relationship with any undertaking with a shareholding in that body corporate from time to time;

**Agreed Credit Rating** – the rating identified as such in the "*Special Terms*" section of the *FAC-1 Agreement*;

**Alliance** – the alliance created between the *parties* and governed by the *Contract Terms*;

**Alliance Activities** – means any activities agreed to be performed by *Alliance Member* in accordance with the *FAC-1 Brief* generally and/or under clause 6 in order to achieve *Improved Value* consistent with the *Objectives*, including agreed *Supply Chain Collaboration*, agreed innovation and education, agreed exchanges of information, and agreed integration, adaptation and standardisation of roles, expertise and responsibilities;

**Alliance Manager** – the party named in the *FAC-1 Agreement* to fulfil the role of *Alliance Manager* (or such other party as may be notified by the *Client* to the *Alliance Member* from time to time in writing);

**Alliance Member Background Materials** – all *Materials*:

- owned by the Alliance Member before the *FAC-1 Contract Commencement Date*;
- created by the Alliance Member independently of the *FAC-1 Contract*; and/or
- created by the Alliance Member independently of the *Works and/or Services*,

in each case which are or will be used by the *Alliance Member* on or after the *FAC-1 Contract Commencement Date* in connection with the *FAC-1 Contract* and/or the *FAC-1 Programme*;

**Alliance Member Confidential Information** – any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Alliance Member, including *Intellectual Property Rights*, together with all information derived from the same, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential (including commercially sensitive information);



**Alliance Member Materials** – all *Alliance Member Background Materials* and/or *Foreground Materials* (as the context permits);

**Alliance Member** – the parties identified as such in the *FAC-1 Agreement* and any *Additional Alliance Members* who execute *Joining Agreements*;

**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

- detect and prevent the infection of an *ICT System* by *Malicious Code* and/or
- 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;

**Applicable Law or applicable law** – is:

- any Act of Parliament or subordinate legislation, exercise of the Royal Prerogative and/or enforceable community right under the European Communities Act 1972 subject to the Retained EU Law (Revocation and Reform) Act 2023;
- any statute, directive, regulation, rule or order made under any statute or directive and having the force of law (including building and fire regulations);
- any rule of equity or common law or the ruling, judgment or order of any Court; and/or
- any *Consents* and any other official request or requirement made by or of any *Statutory Authority* and all orders, rules, guidance notes, bye-laws, codes of practice and any other document with analogous and/or equivalent effect relating to any of the foregoing having binding effect,

provided that:

- any references to *Applicable Law* and/or otherwise to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to such *Applicable Law*, statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment of it; and
- where a capitalised term is stated as having the meaning given to the same term in any *Applicable Law*, the letter case used to define the term in the relevant *Applicable Law* shall be disregarded;

**Assessment Date** – the date identified as such in the *FAC-1 Agreement*;

**Beneficiary** – means

- in respect of a *Constructor Collateral Warranty* and in the circumstances referred to in clause 7.7 only, the Alliance Member;
- in respect of a *Constructor Collateral Warranty* (and the *Constructor Third Party Rights Schedule*, as the context requires), any party with a direct operational and/or financial interest in the relevant *Works Package* as notified to the Alliance Member by or on behalf of the *Client* in writing from time to time; or
- in respect of a *Specialist Collateral Warranty*, a *Subspecialist Collateral Warranty* and/or a *Subconsultant Collateral Warranty* (and *Specialist Third Party Rights Schedule*, the *Subspecialist Third Party Rights Schedule* and/or the *Subconsultant Third Party Rights Schedule*, as the context requires),



the *Client* and any party as notified to the Alliance Member by or on behalf of the *Client* in writing from time to time as having an interest in the *Works Package*,

provided always that, save in the circumstances referred to in clause 7.7 only, the Alliance Member shall not be required to provide or procure any such document in favour of another construction contractor or professional consultant appointed by the *Client* (including any *Programme Consultant*) to provide professional services and/or works in connection with the actual design and/or physical construction of any *Works Package*;

**BIM** – building information modelling;

**BIM Requirements** – the requirements for *BIM* identified as such in the *FAC-1 Agreement* in the list of *FAC-1 Documents* and in the "*Special Terms*" section of the same;

**Budget** – the *Client's* monetary allowance for a *Works Package* as may be notified to the Alliance Member as part of a *Works Package Procedure*;

**CCS** – the Minister for the Cabinet Office as represented by Crown Commercial Service, a trading fund of the Cabinet Office, whose offices are located at 9th Floor, The Capital, Old Hall Street, Liverpool, L3 9PP;

**CCS Framework** – a framework with multiple *Alliance Member* entities across multiple lots which is known as the "Construction Works and Associated Services" framework (reference number RM6267);

**CCS Framework Agreement** – has the meaning given to such term in the "Recitals" section of the *FAC-1 Agreement*;

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

**Central Government Body** – 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 UK Office for National Statistics:

- Government department;
- non-departmental public body or Welsh Government sponsored body (advisory, executive, or tribunal);
- non-ministerial department; or
- executive agency;

**Change of Control** – in relation to a body corporate, is where such body corporate ceases 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 *FAC-1 Contract Commencement Date*;

**Change of Control Event** – has the meaning given to such term in *Special Term* 31.1;

**Client** – the party named in the *FAC-1 Agreement* to fulfil the role of *Client* under the *Contract Terms* (and is named as the "Client" in the *FAC-1 Agreement*);

**Client Confidential Information** – means:

- the *FAC-1 Contract* and anything referred to herein;
- all information disclosed by the *Client* to the *Alliance Member* in connection with the *FAC-1 Contract*, the *Works and/or Services* and/or the *FAC-1 Programme*, including any information disclosed under a *Non-Disclosure Agreement*;



- any information concerning the business and/or financial affairs of the *Client* which the Alliance Member learns due to its relationship with the *Client* under the *FAC-1 Contract*; and
- all Personal Data which the Alliance Member obtains and/or becomes aware of due to its engagement under the *FAC-1 Contract*,

in each case of any type and in any medium, communicated directly or indirectly, and whether disclosed before, on or after the *FAC-1 Contract Commencement Date*;

**Client Data** – means

- any *Client Materials* and/or *Materials* which the *Alliance Member* is required to generate, process, store or transmit pursuant to this *FAC-1 Contract* and/or
- any *Personal Data* for which the *Client* is the *Controller*,

**Client ICT System** - any *ICT System* used by the *Client* in connection with this 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 contract (but excluding any *Non-Client ICT System*);

**Client Materials** – all *Materials* prepared by and/or on behalf of the *Client* and provided to the *Alliance Member* in connection with the *FAC-1 Programme* (but excluding any *Alliance Member Materials*);

**Collateral Warranties & Third Party Rights Schedule** – the schedule identified as such in the *FAC-1 Agreement*;

**Collateral Warranty** – means

- a *Constructor Collateral Warranty*;
- a *Specialist Collateral Warranty*;
- a *Subspecialist Collateral Warranty*; and/or
- a *Subconsultant Collateral Warranty*,

as the context requires;

**Communications Software** – the cloud-based software application known as "CEMAR", as developed and maintained by Client Managers Toolkit Limited (company number 05430351, whose registered office is at Welland House Meteor Court, Barnett Way, Barnwood, Gloucester, England, GL4 3GG) or such other software platform as the *Alliance Manager* may notify to the *Alliance Member* in writing from time to time;

**Conciliation Procedure** – the procedure governing the work of a *Conciliator* as may be stated in the *FAC-1 Agreement* and Part 1 of Appendix 4;

**Conciliator** – an individual who may be identified as a conciliator under the *FAC-1 Agreement*, the *Conciliation Procedure* and Part 1 of Appendix 4;

**Confidential Information** – the *Client Confidential Information* and/or the *Alliance Member Confidential Information* (as the context permits);

**Consensus** – unanimous agreement following reasoned discussion;

**Consent** – any and all (as the context requires) approvals, agreements (including *Statutory Agreements*),





consents, permits, licences, qualifications, filings, exemptions, certificates and permissions (including, without limitation, all planning permissions (whether outline or full) and consents and such other matters or authorisations whatsoever (including *Planning Consents*), including any conditions thereof (including *Planning Conditions* and reserved matters) as are lawfully and necessarily required from any Statutory Authority or third party (including, without limitation, any landowner and any consents relative to any utilities and crossings of roads and/or cables (whether temporary and/or permanent)) in connection with a *Works Package* and/or the performance of any obligation of the Alliance Member under and pursuant to the *FAC-1 Contract* and/or the *Early Works Terms* (as the context requires) and all *Applicable Laws*;

**Contract Terms** – the contract terms set out in the document annexed to the *FAC-1 Agreement* with the heading "CONTRACT TERMS" and incorporating the *Special Terms*;

**Contractor Collateral Warranty** – a document substantially the same as the template form of such document as referred to in the *FAC-1 Agreement* in the list of *FAC-1 Documents*;

**Contractor Third Party Rights Schedule** – the schedule identified as such in the *FAC-1 Agreement* in the list of *FAC-1 Documents*;

**Controller** – has the meaning given to such term in the *DPA*;

**Convictions** – other than in relation to minor road traffic offences, means any previous or 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;

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

**Core Group** – the individuals identified in the *FAC-1 Agreement* or in a *Joining Agreement* as *Core Group* members, subject only in each case to agreement of changes and alternates in accordance with clause 1.6.1;

**Corrupt Act** – any of the following offences or practices:

- corruption, including offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of any person, whether an offence under the Bribery Act 2010 or otherwise;
- fraud, including any act, omission or misrepresentation, that knowingly or recklessly misleads (or attempts to mislead) any person to obtain a financial or other benefit or to avoid any obligation;
- the coercion (including impairing or harming, or threatening to impair or harm, directly or indirectly) of any person (or the property of any person) with the intent (or effect) of influencing the actions of any person;
- collusion and/or price fixing, including entering into any arrangement between two (2) or more persons or entities (including any other contractor or *Specialist*) designed to achieve an improper purpose, and including influencing improperly the actions of another person;
- the deliberate destruction, falsification, alteration or concealing of any evidence material to any investigation;
- the threatening, harassment or intimidation of any person with the effect or aim of preventing that (or any other) person from disclosing knowledge of matters relevant to any investigation or from pursuing any investigation;



- any act or omission intended to materially impede the exercise of any rights of audit or access to information (including any such rights of the *Client*) or the rights that any funder or any banking, regulatory or examining authority or other equivalent body may have in accordance with any *Applicable Law*; and/or
- money laundering,

in each case, in connection with the *FAC-1 Contract* or any other contract between the Alliance Member and the *Client* and/or any other party;

**Credit Rating Threshold** – the minimum credit rating level for the *Alliance Member* as set out in the "*Special Terms*" section of the *FAC-1 Agreement*;

**Cyber Essentials Scheme** – the "Cyber Essentials Scheme" developed by the United Kingdom government which provides a clear statement of the basic controls all organisations should implement to mitigate the risk from common internet-based threats;

**Cyber Essentials Scheme Data** – sensitive and personal information and other relevant information as referred to in the *Cyber Essentials Scheme*;

**Data Loss Event** – any event that results, or may result, in unauthorised access to Personal Data held by the Alliance Member under this *FAC-1 Contract* and/or actual or potential loss and/or destruction of such *Personal Data*, including any *Personal Data Breach*;

**Data Protection Laws** – the *UK GDPR*, the *LED*, the *DPA* (to the extent it relates to *Processing of Personal Data* and privacy) and all *Applicable Laws* about the *Processing of Personal Data* and privacy;

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

**Data Protection Schedule** – the document identified as such in the *FAC-1 Agreement* in the list of *FAC-1 Documents*;

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

**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*;

**Database Rights** – any rights in a "database" as such term is defined in Part 1 of Chapter 1 of the Copyright, Designs and Patents Act 1988;

**Definitions** – the definitions set out in this Appendix 1;

**Disclosure and Barring Service** – the body of the same name as established under the Protection of Freedoms Act 2012;

**DPA** – the Data Protection Act 2018 as amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586);

**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;

**Due Date** – the date identified as such in the *FAC-1 Agreement*;

**Early Warning** – early warning in accordance with clause 1.8 of the *Contract Terms*;

**Early Works** – any Works in respect of a Works Package instructed as Pre-Contract Activities under an Order;

**Early Works Amendments** – the document identified as such in the *FAC-1 Agreement* in the list of *FAC-1 Documents*;

**Early Works Order** – the template Order in respect of any Early Works that may be instructed by the Client under the *Contract Terms* in the form identified as such in the *FAC-1 Agreement* in the list of *FAC-1 Documents*;

**Early Works Supporting Documents** – the:

- *Early Works Amendments*;
- "Price Forecast " (as such term is defined in the *Early Works Terms*);
- "Brief" (as such term is defined in the *Early Works Terms*);

in each case, as identified in any Order in respect of *Early Works* issued by the Client (or the Alliance Manager) in accordance with the *Contract Terms* (and incorporating any documents referred to therein);

**Early Works Terms** – the Order for the relevant *Pre-Construction Activities*, incorporating the published form of PPC2000 (Amended 2013) and incorporating the *Early Works Amendments* (as an *Early Works Supporting Document*) and the duly agreed and populated versions of the other *Early Works Supporting Documents*;

**Environmental Information Regulations** – the Environmental Information Regulations 2004 and all associated guidance and/or codes of practice in relation to such regulations from time to time;

**End of Liability Date** – has the meaning given to such term in *Special Term* 35.1;

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

**FAC-1 Agreement** – the agreement entitled "FAC-1 Agreement" and executed by the Client and the Alliance Member;

**FAC-1 Brief** – the document identified as such in the *FAC-1 Agreement* in the list of *FAC-1 Documents* describing (amongst other things):

- the scope and nature of the Alliance;
- the scope and nature of the Works Packages comprising the *FAC-1 Programme*;
- the Client's indicative requirements in respect of any potential *Pre-Contract Activities* or *Stage 2 Services* (if required by the Client and subject to the final specification and scope in respect of the same being set out in the relevant Order);
- the Client's technical, management and commercial requirements, including the required approach to design, Supply Chain engagement, costing, Risk Management and programming and all other relevant





procedures and expected outcomes;

**FAC-1 Contract Commencement Date** – the date of the *FAC-1 Agreement*;

**FAC-1 Contract** – the contract created by and between the *Client* and the *Alliance Member* by executing the *FAC-1 Agreement* and any *Joining Agreements*;

**FAC-1 Documents** – the documents identified as such in the *FAC-1 Agreement*, subject to addition and amendment in accordance with any *Joining Agreements* and the *Contract Terms*;

**FAC-1 Prices** – each of the documents identified as such in the *FAC-1 Agreement* describing the prices of the *Alliance Member* in response to the *FAC-1 Brief*, agreed confidentially between the *Alliance Member* and the *Client* (and to be treated as confidential by the *Alliance Manager*);

**FAC-1 Programme** – the works and/or services and/or supplies governed by the *Contract Terms*, as described in the *FAC-1 Documents*;

**FAC-1 Proposals** – each of the documents identified as such in the *FAC-1 Agreement* describing the proposals of the *Alliance Member* in response to the *FAC-1 Brief*, agreed confidentially between the *Alliance Member* and the *Client* (and to be treated as confidential by the *Alliance Manager*);

**FAC-1 Responsibilities** – the duties and obligations of the *Alliance Member* pursuant to and in accordance with the *Contract Terms*, including in respect of:

- the *Validation Activities*
- (if subject to an *Order* issued pursuant to and in accordance with the *Contract Terms*) any *Pre-Contract Activities* or *Stage 2 Services*;

**FAC-1 Services Liability Cap** – is the sum identified as such in the *FAC-1 Agreement*;

**Final Date for Payment** – the date identified as such in the *FAC-1 Agreement*;

**Financial Distress Event** – where:

- the credit rating of the *Alliance Member* falls below the applicable *Credit Rating Threshold* (as determined by the *Rating Agency*);
- the *Alliance Member* issues a profit warning to a stock exchange or making any other public announcement about a material deterioration in its financial position or prospects;
- there is a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of the *Alliance Member*;
- the *Alliance Member* has committed a material breach of covenant to its lenders;
- a *Specialist* notifying the *Client* that the *Alliance Member* has not satisfied any sums properly due under a specified invoice or sequences of invoices not subject to a genuine dispute; and/or
- any of the following occurs:
  - the commencement of any litigation against the *Alliance Member* with respect to financial indebtedness or obligations under or in connection with the *FAC-1 Contract* and/or any *Order* or *Commencement Agreement* in respect of a *Works Package* issued under it;



- the non-payment by the *Alliance Member* of any financial indebtedness; any financial indebtedness of the *Alliance Member* becoming due as a result of an event of default; and/or
- the cancellation or suspension of any financial indebtedness in respect of the *Alliance Member* in each case which the *Client* reasonably believes (or would be likely to reasonably believe) could directly impact on the continued performance of the *Alliance Member* in accordance with the *FAC-1 Contract* and/or in connection with any *Works and/or Services* to be provided (or being provided) by the *Alliance Member* pursuant to and in accordance with any *Order* and/or a *Commencement Agreement* in respect of a *Works Package*;

**Financial Distress Service Continuity Plan** – a plan setting out how the *Alliance Member* will ensure its continued performance in accordance with the *FAC-1 Contract* in the event that a *Financial Distress Event* occurs;

**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 and/or the Department for Constitutional Affairs in relation to that Act from time to time;

**Foreground Materials** – all *Materials* created by or on behalf of the *Alliance Member* specifically in connection with the *FAC-1 Programme* and/or the *FAC-1 Contract*, but excluding any *Alliance Member Background Materials*;

**Framework Rates** – the rates of *Profits* and *Overheads* set out in the *CCS Framework*

**General Anti-Abuse Rules** – the legislation in Part 5 of the Finance Act 2013 and any future *Applicable Laws* in relation to the counteraction of tax advantages arising from abusive arrangements to avoid *NICs*;

**Government Buying Standards** – are the standards published here: [www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs](http://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs) (as updated from time to time);

**Greening Government Commitments** – the Government's policy to reduce its effects on the environment, the details of which are published here: [www.gov.uk/government/collections/greening-government-commitments](http://www.gov.uk/government/collections/greening-government-commitments) (as updated from time to time);

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

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

**Improved Value** – improved value consistent with the *Objectives*, which may include (if and as stated in the *Objectives*) improved cost and/or time certainty, cost and/or time savings, improved quality, improved use, the improved occupation, operation, maintenance, repair, alteration and/or demolition of one (1) or more *Works Package(s)*, improved staff and other resources, improved health and safety and other working procedures, improved *Sustainability*, improved efficiency, improved profitability and other benefits to the *Client*, the *Alliance Member*, *Users* and *Stakeholders*;

**Insolvency Event** – where a *Party* is subject to one of the following or its equivalent (in any jurisdiction):

- if the *Party* is an individual, it has:
  - presented an application for bankruptcy;



- had a bankruptcy order made against it;
- had a receiver appointed over its assets; or
- made an arrangement with its creditors; or
- if the *Party* is a company or partnership, it has:
  - had a winding-up order made against it;
  - had a monitor appointed or any document is filed at court to obtain or apply for a moratorium or order is made for a moratorium to come into force;
  - had a provisional liquidator appointed to it;
  - passed a resolution for winding-up (other than in order to amalgamate or reconstruct);
  - had an administration order made against it or had an administrator appointed over it;
  - had a receiver, receiver and manager, or administrative receiver appointed over the whole or a substantial part of its underlying or assets; or
  - made an arrangement, compromise or composition with its creditors;

**Insurances** – the insurances specified in the entry for clause 12 and clause 12A in the *FAC-1 Agreement*;

**Intellectual Property Rights** – any and all:

- *Copyright*, rights related to or affording protection similar to *Copyright*, *Database Rights*, design right, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs including *BIM*, know-how, trade secrets and other rights in *Confidential Information*;
- applications for registration, and the right to apply for registration, for any of the rights referred to above that are capable of being registered in any country or jurisdiction; and
- all other rights having equivalent or similar effect in any country or jurisdiction;

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

**Joining Agreement** – an agreement executed by the *Client* and the *Alliance Member* with an *Additional Alliance Member* based on the form set out at Appendix 2 of this *FAC-1 Contract*;

**Key People Schedule** – is the schedule identified as such in the "*Special Terms*" section of the *FAC-1 Agreement*;

**Key Person** – is a person identified as such in the *Key People Schedule* or agreed in writing between the *Alliance Member* and the *Alliance Manager* from time to time (and "**Key People**" shall be construed accordingly);

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

**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 the Alliance 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 the *Works and/or Services*, the *FAC-1 Contract* and/or the *FAC-1 Programme*;

**Model Adjudication Procedure** – the procedure governing the work of an *Adjudicator* as may be stated in the *FAC-1 Agreement* and Part 2 of Appendix 4;

**MSA Offence** – an offence under the Modern Slavery Act 2015;

**Named Employee** – has the meaning given to such term in *Special Term* 11.1;

**National Audit Office** – the body of the same name as established under the National Audit Act 1983;

**NICs** – national insurance contributions;

**Non-Client ICT System** - any *ICT System* which is owned by the *Alliance Member* and/or licensed to the *Alliance Member* by a third party and which is operated by or on behalf of the *Alliance Member* (including any *Specialist* (and excluding any *Affected ICT System*)).

**Non-Disclosure Agreement** – an agreement between the *Client* and the *Alliance Member* for the protection of *Client Confidential Information* relating to the *FAC-1 Programme* and/or to individual *Works Packages*;

**Notice to Proceed** - a notice in substantially the form set as identified as the "*Partnering Contract*" in the list of *FAC-1 Documents* to which (amongst other things) the agreed form of *Works Package Brief* and *Works Package Proposals* are annexed in connection with a specific *Works Package* following its issue in accordance with the *Contract Terms*.

**Notifiable Credit Rating Downgrade** – has the meaning given to such term at *Special Term* 29.2;

**Commencement Agreement** – a notice in substantially the form set as identified as such in the *FAC-1 Agreement* in the list of *FAC-1 Documents* to which (amongst other things) the agreed form of *Partnering Documents* are annexed in connection with a specific *Works Package* following its issue in accordance with the *Contract Terms*;

**Objectives** – the agreed objectives of the *Alliance* and the *FAC-1 Programme* and of the *Client* and the *Alliance Member* in respect of the *Alliance* and the *FAC-1 Programme* as identified in the *FAC-1 Agreement*;

**Occasion of Tax Non-Compliance** – any tax return of the *Alliance Member* submitted to a *Relevant Tax Authority* on or after 1 October 2012 which, on or after 1 April 2013:

- is found to be incorrect as a result of:
  - a *Relevant Tax Authority* successfully challenging the *Alliance Member* under the *General Anti-Abuse Rules* or the *Halifax Abuse Principle* or under any rules or *Applicable Law* having equivalent or similar legal effect; and/or
  - the failure of an avoidance scheme which the *Alliance Member* was involved in, and which was, or should have been, notified to the *Relevant Tax Authority* under *DOTAS* or any equivalent or



similar regime; and/or

- 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 *FAC-1 Contract Commencement Date* or to a civil penalty for fraud or evasion;

**Order** – an order issued by the *Alliance Manager* in connection with *Alliance Activities* or other *Pre-Contract Activities* in relation to a *Works Package* prior to the issue of a *Notice to Proceed*, or *Stage 2 Services* in relation to the *FAC-1 Programme*;

**Order Proposal** – has the meaning given to such term in clause 7.2;

**Order Request** – has the meaning given to such term in clause 7.1;

**Overheads** – overhead levels set in accordance with the *FAC-1 Prices* (and which shall not be modified by the *Alliance Member* in connection with any later *Works Package Procedure* unless agreed in advance and in writing by the *Alliance Manager*);

**Parent Company Guarantee** – a parent company guarantee in the form set out in the *Performance Security Schedule*;

**Partnering Contract** – the documents listed in Schedule 11, forming part of the *Notice to Proceed*;

**Partnering Terms** – the partnering terms, including appendices, attached to a *Partnering Contract* within a *Notice to Proceed* with such amendments as may be agreed between the *Client* and the *Alliance Member*;

**Party** – a party who has signed the *FAC-1 Agreement* or a *Joining Agreement* in the capacity of an *Additional Alliance Member* from time to time (and "*Parties*" shall mean each *Party* collectively);

**Pay Less Notice** – a notice issued in accordance with and as defined in clause 8.7;

**Payment Notice** – a notice specifying the amount that the *Alliance Manager* considers to be due in accordance with clause 8.4;

**PCR 2015** – the Public Contracts Regulations 2015;

**Performance Bond** – a performance bond in the form set out in the *Performance Security Schedule*;

**Performance Security Schedule** – the schedule identified as such in the *FAC-1 Agreement* in the list of *FAC-1 Documents*;

**Period for Retention** – the period identified as such in the "*Special Terms*" section of the *FAC-1 Agreement*;

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

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

**Planning Conditions** – any conditions relating to a *Planning Consent* as specified by the relevant *Statutory Authority*;

**Planning Consents** – means any consents, approvals and/or permissions in relation to planning approval for a *Works Package*;

**Pre-Construction Services** – any services that, prior to the date on which a *Notice to Proceed* is executed by the *Client* and the *Alliance Member* in respect of that *Works Package* (if at all), the *Client* instructs the *Alliance Member* to undertake pursuant to an *Order* in connection with the *Works Package*





**Pre-Contract Activities** – any activities agreed to be performed by the Alliance Member in relation to a *Works Package* before the entry into a *Notice to Proceed* in respect of that *Works Package* (if at all), which may include *Pre-Construction Services* and/or *Early Works*;

**Pricing Rules** – means the rules identified as such in the *FAC-1 Agreement* in the list of *FAC-1 Documents*;

**Principal Contractor** – has the meaning given to the term "principal contractor" in regulation 2(1) of the *CDM Regulations*;

**Principal Designer** – has the meaning given to the term "principal designer" in regulation 2(1) of the *CDM Regulations*;

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

**Processor** – has the meaning given to such term in the *DPA*;

**Profit** – profit levels set in accordance with the *FAC-1 Prices* (and which shall not be modified by the *Alliance Member* in connection with any later *Works Package Procedure* unless agreed in advance and in writing by the *Alliance Manager*);

**Programme Consultants** – the parties identified as such in the "*Special Terms*" section of the *FAC-1 Agreement* or as otherwise notified by the *Client* to the *Alliance Member* from time to time in writing;

**Programme Consultant Appointment** – any appointment entered into by the *Client* with a *Programme Consultant* as notified by the *Client* to the *Alliance Member* from time to time in writing;

**Programme Focused** – is the principle applied in the consideration of any decision, outcome, solution or resolution in relation to the *FAC-1 Programme* which facilitates or encourages objectively-assessable quality and performance outcomes and (as the *FAC-1 Programme* is publicly funded) with the intent to achieve *Improved Value*;

**Prohibited Materials** – any material, good, equipment, product and/or plant (of any type and/or nature) which, in the context of its use or specification in connection with the *Works and/or Services* (whether alone or in combination with other materials, goods, products and/or plant):

- poses a hazard to the health and safety of any person who may come into contact with the *Works and/or Services* (whether during the construction phase of a *Works Package* or otherwise);
- either by itself or as a result of its use in a particular situation or in combination with other materials, goods, equipment, products and/or plant (of any type and/or nature), it would or is likely to have the effect of reducing the normal life expectancy of any other materials, goods, products and/or plant or structures in which it is incorporated or to which it is affixed;
- poses a threat to the structural stability or performance or the physical integrity of any part of the *Works and/or Services* or any part or component of any materials, goods, equipment, products and/or plant forming part of the *Works and/or Services*;
- has been prohibited for use in or otherwise does not comply with the publication "Good Practice in the Selection of Construction Materials" (published by the British Council for Offices) current at the time of use or specification;
- does not conform with British or European Standards (where appropriate) or industry codes of practice (or where no such standard exists, does not conform with a British Board of Agrément Certificate);



- is generally known in the construction industry to be deleterious, in the particular circumstances it is specified for use, to health and safety and/or durability of buildings or structures; and/or
- is specifically prohibited by the *FAC-1 Contract* and/or the *Early Works Terms*;

**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*;

**Rating Agency** – Dun & Bradstreet Limited (company number 160043 and whose registered office is at The Point, 37 North Wharf Road, London, W2 1AF) (or such other rating agency as the *Client* may specify or otherwise approve at its discretion in writing from time to time);

**Relevant Policies** – the policies identified as such in the *FAC-1 Agreement*;

**Relevant Requirements** – all *Applicable Laws* relating to fraud, anti-bribery and anti-corruption, including (but not limited to) the Bribery Act 2010 and section 117 of the Local Government Act 1972;

**Relevant Tax Authority** – Her Majesty's Revenue and Customs or, if applicable, a tax authority in the jurisdiction in which the Alliance Member is established;

**Relevant Terms** – has the meaning given to such term at *Special Term* 18.2.6;

**Relevant Works and/or Services** – has the meaning given to such term at clause 5.10;

**Request for Information** – any request for information under the *FOIA* or the *Environmental Information Regulations*;

**Risk Management** – a structured approach to ensure that risks are identified at the earliest opportunity, that their potential impacts are allowed for and that by agreed actions such risks and/or their impacts are eliminated, reduced, insured, shared or apportioned;

**Risk Register** – the risk register set out Schedule 3 to the *FAC-1 Agreement* and updated in accordance with clause 9.4, describing recognised risks and agreed *Risk Management* actions in relation to the *FAC-1 Programme* and *Alliance Activities*;

**Schedule** – a schedule identified as such in the *FAC-1 Agreement*;

**Security Aspects Letter** – the document identified as such in the "*Special Terms*" section of the *FAC-1 Agreement*;

**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:

- maintain the safety of persons and public and personal property;
- prevent the risk of any person being exposed to actual or potential death, personal injury or any other type of harm;
- prevent the risk of actual or potential damage or harm to public and personal property howsoever caused (including by fire);



- maintain political, national and/or international security;
- 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
- (as the context permits) 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;

**SSCBA** – the Social Security Contributions and Benefits Act 1992;

**Stage 2 Services** – any services that, on or about the date on which a *Notice to Proceed* is executed by the *Client* and the *Alliance Member* in respect of that *Works Package* (if at all), the *Client* instructs the *Alliance Member* to undertake as part of the *Alliance* and pursuant to an *Order* in connection with the *FAC-1 Programme*;

**Stakeholders** – any one or more organisations or groups of individuals, as stated in the *FAC-1 Agreement* by reference to clause 1.14, who are not parties and who have an interest relating to the *FAC-1 Programme*;

**Standard of Care** – all of the reasonable skill, care, diligence and prudence to be expected of an appropriately qualified, skilled, competent and experienced professional designer that is experienced in the carrying out of such activities for projects of a similar size, scope, value, character and complexity to the *FAC-1 Programme* and the *Works Packages* that are the subject of the same (including any *Works Package* that is the subject of an *Order* and/or a *Commencement Agreement* as between the *Client* and the *Alliance Member*);

**Statutory Agreement** – each and every agreement with a *Statutory Authority*, including any agreement(s) 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** – includes (without limitation) any:

- authority or other agency empowered by *Applicable Law*, including planning authorities, local authorities, the Environment Agency, police, fire, health and safety agencies;
- national or local government or governmental department or legislative minister or commission, board, body, bureau, agency (whether state or supranational or a national park);
- Court or other judicial or administrative body (be it central or local); and/or
- statutory undertaker and utility providers (to the extent that such utility provider is required to and/or is engaged by a *Party* to perform any *Works and/or Services* in connection with the *FAC-1 Programme* (including in connection with *Works Packages*)),

having jurisdiction over any part of the *FAC-1 Programme*, any *Works and/or Services* forming part of the *FAC-1 Programme* (including any *Works Package*) and/or any *Works Package Site*, the *Parties* and/or performance of any other obligations of the *Parties* under the *FAC-1 Contract*, with "**statutory body**" or "**utility**" being construed accordingly (as the context permits);





**Specialist** – any person or organisation of any type that is appointed by the *Alliance Member* in connection with the *FAC-1 Programme* generally and/or a *Works Package* specifically (including in relation to any *Pre-Contract Activities* or *Stage 2 Services* that are the subject of an *Order* in connection with such *Works Package*), including any consultant, supplier, manufacturer and member of the *Supply Chain*;

**Specialist Collateral Warranty** – a document substantially the same as the template form of such document as referred to in the *FAC-1 Agreement* in the list of *FAC-1 Documents*;

**Specialist Third Party Rights Schedule** – the schedule identified as such in the *FAC-1 Agreement* in the list of *FAC-1 Documents*;

**Subconsultant Collateral Warranty** – a document substantially the same as the template form of such document as referred to in the *FAC-1 Agreement* in the list of *FAC-1 Documents*;

**Subconsultant Third Party Rights Schedule** – the schedule identified as such in the *FAC-1 Agreement*;

**Sub-Processor** – any third party appointed to *Process* any *Personal Data* on behalf of the *Alliance Member* in connection with the *FAC-1 Contract*;

**Subspecialist Collateral Warranty** – a document substantially the same as the template form of such document as referred to in the *FAC-1 Agreement* in the list of *FAC-1 Documents*;

**Subspecialist Third Party Rights Schedule** – the schedule identified as such in the *FAC-1 Agreement* in the list of *FAC-1 Documents*;

**Success Measures** – the success measures in respect of achievement of the *Objectives* and the performance of the *Alliance Member* as set out Part 2 of Schedule 1 to the *FAC-1 Agreement*;

**Supply Chain** – any party or parties providing to the *Alliance Member* works or services or supplies of goods, materials or equipment;

**Supply Chain Collaboration** – any activities agreed to be performed by *Alliance Member* under clause 6.3 in order to achieve *Improved Value* through more consistent, longer term, larger scale *Supply Chain Contracts* and through other improved *Supply Chain* commitments and working practices;

**Supply Chain Contract** – a contract entered into between the *Alliance Member* and any of its *Supply Chain* (and, as the context requires, the *Client*);

**Sustainability** – measures intended to, without limitation, reduce carbon emissions, to reduce use of energy and/or natural or manmade resources, to improve waste management, to improvement employment and training opportunities and otherwise to protect or improve the condition of the Environment or the wellbeing of people (and "**sustainability**" shall be construed accordingly);

**Termination Date** – has the meaning given to such term in clause 14.8.1;

**Termination Payment Notice** – has the meaning given to such term in clause 14.8.3;

**Termination Sum** – has the meaning given to such term in clause 14.8.3;

**Third Party Rights** – means third party rights granted in favour of a party pursuant to and in accordance with:

- the *Constructor Third Party Rights Schedule*;
- the *Specialist Third Party Rights Schedule*;



- the *Subspecialist Third Party Rights Schedule*; and/or
- the *Consultant Third Party Rights Schedule*,

as the context requires;

**Timetable** – the timetable identified as such in the *FAC-1 Agreement* and updated in accordance with clause 2.6 stating agreed deadlines, gateways and milestones in respect of the *FAC-1 Programme*, achievement of the *Objectives* and the timescales for *Alliance Activities* (and any other requirements notified by the *Alliance Manager* to the *Alliance Member* from time to time in writing);

**UK GDPR** – the General Data Protection Regulation (Regulation (EU) 2016/679) as incorporated into UK law under the UK European Union (Withdrawal) Act 2018), and amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586);

**User** – any person or party with an interest in a *Works Package*;

**Valid Invoice** – an invoice in the form identified as such in the "*Contract Terms*" section of the *FAC-1 Agreement*;

**Valid Cyber Essentials Certificate** – a current *Cyber Essentials Scheme* certificate held by the *Alliance Member*, or held within the *Alliance Member's* parent company organisation, that has been issued by an approved accreditation body;

**Valid Cyber Essentials Plus Certificate** – a current *Cyber Essentials Scheme* "Plus" certificate held by the *Alliance Member*, or held within the *Alliance Member's* parent company organisation, that has been issued by an approved accreditation body;

**Validation Activities** – the activities reasonably required to enable the *Alliance Member* to submit its *Works Package Proposals* in respect of a *Works Package* under the *Works Package Procedure*, as agreed between the parties acting reasonably;

**VAT** – value added tax as referred to in the Value Added Tax Act 1994 or any tax of a similar nature that may be substituted for or levied in addition to it;

**Vesting Agreement** – a vesting agreement in the form set out in the *Performance Security Schedule*;

**Working Day** – any day other than a Saturday or Sunday, Christmas Day or Good Friday or any other day which is a bank holiday in England and Wales under the Banking and Financial Dealings Act 1971; and

**Works and/or Services** – any works and/or services provided by or on behalf by the *Alliance Member*:

- under the *FAC-1 Contract*;
- under the *Early Works Terms* where an *Order* in respect of any *Early Works* has been executed by the *Client* and the *Alliance Member* in connection with a specific *Works Package*; and/or
- under the *Partnering Terms* where a *Notice to Proceed* in respect of the design and construction of a *Works Package* has been executed by the *Client* and the *Alliance Member* in connection with a specific *Works Package*,

in each case, as the context requires;

**Works Package** – a main works package forming part of the *FAC-1 Programme* as described:



- generally, in the *FAC-1 Brief*;
- in a *Works Package Brief* as part of a *Works Package Procedure* for a *Works Package*; or
- as notified by the *Client* or the *Alliance Manager* to the Alliance Member in accordance with this *FAC-1 Contract*,

in each case, as the context requires;

**Works Package Brief** – the *Project Brief* in respect of the relevant *Works Package* issued by the *Alliance Manager* to an individual *Alliance Member* as part of the *Works Package Procedure*;

**Works Package Prices** – the prices in respect of a *Works Package* as proposed by the Alliance Member and as may be ascertained and agreed pursuant to a Notice to Proceed

**Works Package Procedure** – the procedure identified as such in the *FAC-1 Agreement* in the list of *FAC-1 Documents*;

**Works Package Proposals** – the *Project Proposals* in respect of a *Works Package* submitted by the Alliance Member to the *Alliance Manager* as part of a *Works Package Procedure*;

**Works Package Site** – the site or location for a *Works Package* as specified in the *FAC-1 Brief* or as notified by the *Client* or the *Alliance Manager* to the Alliance Member in accordance with this *FAC-1 Contract*.



APPENDIX 2

FORM OF JOINING AGREEMENT  
(see clauses 1.15 and 14.6)

The **JOINING AGREEMENT** is made on the

202[5]

IN RELATION TO [INSERT DETAILS] (the **FAC-1 Programme**)

**BETWEEN** [INSERT DETAILS] (the **Additional Alliance Member**), the **Client** and the other **Alliance Member** named below in accordance with and subject to the *Contract Terms* forming part of a contract dated [INSERT DETAILS] between the *Client*, the *Alliance Member* and others (the **Contract**) (reference number [INSERT DETAILS]) in relation to the *FAC-1 Programme*.

**WHO AGREE** that words and expressions in this *Joining Agreement* shall have the same meanings as in the *FAC-1 Contract*, and that with effect from [INSERT DETAILS] the *Additional Alliance Member* shall be a party to the *FAC-1 Contract* in respect of the Works Packages listed below and that the *Additional Alliance Member's* role, expertise and responsibilities, its *Core Group* member, its agreed insurances and any additional and amended *FAC-1 Documents* shall be as follows:

1. This Joining Agreement applies in respect of the following Works Package(s):

[INSERT DETAILS]

2. The role, expertise and responsibilities of the *Additional Alliance Member* are:

[INSERT DETAILS]

3. The *Core Group* member nominated by *Additional Alliance Member* is:

[INSERT DETAILS]

4. The insurances of *Additional Alliance Member* are:

[INSERT DETAILS]

5. The additional and amended *Contract Terms* and other *FAC-1 Documents* are:

[INSERT DETAILS]

6. The provisions of the *FAC-1 Contract* that do and do not apply to the appointment of the *Additional Alliance Member* under the *FAC-1 Contract* are as follows:

[TO BE REVIEWED ON A CASE-BY-CASE BASIS FOLLOWING AN ASSESSMENT BY THE *CLIENT* OF THE INTENDED ROLES AND RESPONSIBILITIES OF THE *ADDITIONAL ALLIANCE MEMBER*.]

[Executed by the *Client*, the *Additional Alliance Member* and the *Alliance Member*]



APPENDIX 3

FORM OF ORDER  
(see clause 7)

PART 1 - PRE-CONTRACT ACTIVITIES AND STAGE 2 SERVICES

The Client and the Alliance Member named below in accordance with and subject to the Contract Terms forming part of a contract dated [INSERT DETAILS] between the Client, the Alliance Member and others (the Contract) (reference number [INSERT DETAILS]) in relation to the FAC-1 Programme.

**AGREE under this Order that:**

1. Words and expressions used in this Order shall have the same meanings as in the Contract and the Contract Terms.
2. The Alliance Member shall undertake the following [*Pre-Contract Activities / Stage 2 Services*]:  
[INSERT DETAILS]
3. The dates for completion of those following [*Pre-Contract Activities / Stage 2 Services*] are:  
[INSERT DETAILS]
4. The Client shall pay the Alliance Member the following amounts for those following [*Pre-Contract Activities / Stage 2 Services*]: in accordance with the Contract Terms.  
[INSERT DETAILS]
5. [*Optional but only for use where the Order concerns Pre-Contract Activities. Delete if not used.*] If a Notice to Proceed is issued to and executed the Alliance Member in connection with the Works Package allocated to it pursuant to the Contract Terms, then the Pre-Contract Activities shall be treated as part of the duties and obligations of the Alliance Member in respect of such Works Package as from the effective date of the Notice to Proceed to Stage 2 and shall be governed by the Main Contract Terms referred to therein.
6. [Other terms as required]  
[INSERT DETAILS]

Signed for and on behalf of  
(**Client**)  
by  
Dated

Signed for and on behalf of  
(**Alliance Member**)  
by  
Dated

PART 2 - PRE-CONSTRUCTION ACTIVITIES (WHICH MAY INCLUDE EARLY WORKS)

The form of *Order* in respect of any *Pre-Construction Activities* shall be the "*Early Works Order*" as identified and referred to in the *FAC-1 Agreement*.



## APPENDIX 4

### PART 1

#### CONCILIATION (see clause 15.2)

1. The "*Conciliator*" shall mean the individual named in or pursuant to the *FAC-1 Agreement* or otherwise an individual to be agreed between the *Client* and/or the *Alliance Member* seeking conciliation within ten (10) *Working Days* after one has given the other(s) a written request to agree the appointment of a *Conciliator*.
2. If, at any time before reference of a dispute to litigation in accordance with the *Contract Terms*, the *Client* and/or *Alliance Member* in dispute agree to conciliation in respect of that dispute, they shall apply jointly to the *Conciliator* who shall conduct the conciliation in accordance with the "*Conciliation Procedure*" stated in the *FAC-1 Agreement* current at the date of the relevant application.
3. Any written agreement signed by the *Client* and/or the *Alliance Member* in dispute, which records the terms of any settlement reached during the conciliation, shall be final and binding and they shall comply with that settlement in accordance with its terms. If any of them fails to do so, then the other(s) shall be entitled to take legal proceedings to secure such compliance.

### PART 2

#### ADJUDICATION (see clause 15.3)

1. The "*Adjudicator*" shall mean the individual named in or pursuant to the *FAC-1 Agreement* or otherwise an individual to be appointed in accordance with the model adjudication procedure stated in the *FAC-1 Agreement* and current at the date of the relevant notice of adjudication (the "***Model Adjudication Procedure***") and the following provisions shall override the *Model Adjudication Procedure* in the event of any conflict.
2. The *Client* and the *Alliance Member* has the right to refer a 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*.
3. The *Adjudicator* shall be appointed and the dispute referred to him or her within seven (7) days following the giving of a notice by the *Client* or *Alliance Member* (each referred to below as a "**party**" and together the "**parties**") under paragraph 2 above.
4. The *Adjudicator* shall reach their decision within twenty-eight (28) days following the date of referral, or any longer period agreed by the relevant parties 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 party who referred the dispute.
5. The *Adjudicator* shall act impartially and may take the initiative in ascertaining the facts and the law.
6. The *Adjudicator* may correct its decision so as to remove a clerical or typographical error arising by accident or omission within five (5) days following the date of communicating its decision to the parties in dispute.
7. The *Adjudicator's* decision shall be binding until the dispute is finally determined by legal proceedings or by agreement.



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8. The *Adjudicator* shall be required to give reasons for its decision.
  9. Without prejudice to their rights under the *Contract Terms*, the *Client* and the *Alliance Member* (as the context requires) in dispute shall comply with any decision of the *Adjudicator*. If any of them fails to do so, then the other(s) shall be entitled to take legal proceedings to secure such compliance pending final determination of the difference or dispute.