

OFFICIAL



PROJECT PARTNERING AGREEMENT

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**Establishment: Campsfield House  
Immigration Removal Centre  
Project: Redevelopment -  
Phase 1 (Refurbishment)  
BPRN: 8127**

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## **PROJECT PARTNERING AGREEMENT**

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PPC2000 (Amended 2008)

ACA Standard Form of Contract for Project Partnering

Project Partnering Agreement (as amended)

A PARTNERING CONTRACT is made as a deed the **24** day of **January** 2023

IN RELATION TO [Redevelopment – Phase 1 (Refurbishment)] at [Campsfield House Immigration Removal Centre (IRC)] .

BETWEEN the parties who have executed this Project Partnering Agreement pursuant to a Strategic Alliance Agreement made between the THE SECRETARY OF STATE FOR THE HOME DEPARTMENT (acting through the Home Office), the Constructor and other constructors (the Strategic Alliance Agreement)

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

*Reference in  
Partnering Terms*

Clause 1.1 The Project and the Site are further described in the Project Brief and the Project Proposals (refer to Annexure B to this Project Partnering Agreement).

Clause 1.3 The roles, expertise and responsibilities of the Client and the Constructor are further described in the Project Brief and the Project Proposals and the Constructor shall be paid in accordance with the Partnering Terms and the Price Framework.

Clauses 1.3 and 1.5 The Partnering Team shall include the following Consultants whose roles, expertise and responsibilities are further described in the Project Brief and Consultant Services Schedules and who shall be paid in accordance with the Partnering Terms and the Consultant Payment Terms:

Client Representative

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Cost Consultant

Principal Designer/CDM Co-ordinator

Technical Assessor

The Partnering Team is listed in **Annexure A, Appendix A** to this Project Partnering Agreement.

Clauses 1.3, 1.6 and  
10.2

The Partnering Team shall include the following Specialists whose roles, expertise and responsibilities are or shall be further described in the Project Brief, the Project Proposals and the Joining Agreements and who shall be paid in accordance with the Specialist Payment Terms:

*[None]*

Clause 2

The Partnering Documents shall comprise the following as each signed and dated for the purpose of identification by the Partnering Team members:

- this Project Partnering Agreement and the Partnering Terms;
- the Partnering Timetable comprising **Annexure A, Appendix G**;
- Consultant Services Schedules and Consultant Payment Terms for **Annexure A, Appendix D**
- the Project Brief incorporating any Constructor's Services Schedule and comprising **Annexure B**;
- the Project Proposals comprising **Annexure C**;
- the Price Framework comprising **Annexure D**;
- the KPIs and Targets comprising **Annexure A, Appendix K**;
- the Risk Register comprising **Annexure D (Commercial Documents)**;

and any additional and amended Partnering Documents developed in accordance with the Partnering Terms.

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- Clause 3.3            The Core Group shall comprise
- For the Client:            [THE SECRETARY OF STATE FOR THE HOME DEPARTMENT (acting through the Home Office)]
- For the Constructor:            [Galliford Try]
- For the Client Representative: [Faithful+Gould]
- For the Cost Consultant:            [Gleeds]
- For the Principal Designer/CDM Co-ordinator: [Faithful+Gould]
- [For the Technical Assessor: [Faithful+Gould]
- The membership of the Core Group is provided in **Annexure A, Appendix B** to this Project Partnering Agreement
- Clause 3.9            The Interested Parties are their involvement in the Project shall comprise:
- The Head of Security and HO manager at Campsfield House Immigration Removal Centre
  - The local district council
  - UK Home Office
  - Thames Valley Police
  - Monitoring Boards
  - HMIP
  - NHS England
  - Immigration Enforcement
  - Border Force
  - Faithful+Gould Limited, appointed by the Client as Technical Assessors
- And/or such additional parties as are specified pursuant to the Project Brief
- Interested Parties additional to the Partnering Team are as listed in **Annexure A, Appendix E** to this Project Partnering Agreement
- In accordance with clause 3.9, the Partnering Team shall work together and individually in accordance with the Partnering Documents to establish the

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maximum practical involvement of the Interested Parties as listed below.

As set out in the Project Execution Plan (set out in the Project Brief) the Client Representative shall manage a Third Party Communication Plan which shall set out responsibilities for communicating with and sending information to the relevant Interested Parties.

Clause 4.1 Additional objectives for the Partnering Team members shall comprise:

Not Applicable

Clause 5.2 The authority of the Client Representative shall be subject to the following restrictions:

The Client Representative shall not, without the Client's prior written consent amend or vary any of the Partnering Documents or give instructions (save in respect of an emergency in which case the Client Representative shall immediately notify the Client) which could:

- make any changes to the Project Brief;
- agree to any change to the Completion Date;
- increase or decrease the overall cost or quality of the Project or cause delay in completion of the Project; or
- detrimentally affect the interests of any Partnering Team Member.

Clause 5.6 The Partnering Adviser shall be:

Not Applicable

Clause 8 The Lead Designer shall be:

the Constructor

Clause 8 The Design Team shall comprise:

[Galliford Try Construction Limited]

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Clauses 8.3 and 8.6	<p>The design development process described in clause 8 of the Partnering Terms shall be amended as follows:</p> <ul style="list-style-type: none"> <li>At sub-clause 8.3(i), delete the margin heading "Outline designs and alternative solutions" and insert: "Option Appraisal"</li> <li>At sub-clause 8.3(i), delete "Outline designs for the Project including such alternative solutions for the integrated design, supply and construction of the Project and insert: "an option appraisal for the Project according with the requirements set out in the [Project Brief] (an "Option Appraisal")"</li> <li>At Sub-clause 8.3(iii) delete the margin heading "Development of designs" and insert: "Feasibility Study"</li> </ul> <p>At sub-clause 8.3(iii) delete "such outline designs and "in the fourth line and insert: "Option Appraisal"</p> <p>At sub-clause 8.3(iii) delete "there" and insert: "a feasibility study for the Project according with the requirements set out in the [Project Brief] ( "Feasibility Study")"</p>
Clause 8.4	<p>The following Site surveys and investigations shall be commissioned or undertaken by the following Partnering Team members:</p> <p>As detailed in the Project Brief</p>
Clauses 1.6 and 10.11	<p>The Client shall appoint the following Specialists direct:</p> <p>Not Applicable</p>
Clause 13.2	<p>The shared savings arrangements, shared added value and pain/gain Incentives between Partnering Team members are:</p>

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Those arrangements and measures established pursuant to the Strategic Alliance Agreement



Clause 13.3

The Incentives that link payment to achievement of the Date for Completion or any KPI Targets are:

Such Incentives and/or Targets as are established pursuant to the Strategic Alliance Agreement

Clauses 19.3 and  
19.4

The amounts of third party liability insurance and professional indemnity insurance / product liability insurance of each Partnering Team member shall be:

<u>Third party liability</u>	<u>Professional indemnity / product liability</u>	<u>Partnering Team member</u>
		Constructor
		Client Representative
		Principal Designer/CDM Co-ordinator

for each and every claim with the number of claims unlimited

for each and every claim with the number of claim unlimited and maintained for a period of twelve (12) years from the date of the Client Representative's notice that the Constructor has fulfilled its obligations pursuant to clause 21.5 of the Partnering Terms

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## Cost Consultant

for each and every claim  
with the number of claim  
unlimited  
(provided that in the case of  
Professional Indemnity  
insurance provided by the  
Cost Consultant, such  
insurances shall be each  
and every claim but limited  
to an aggregate basis in  
respect of  
pollution/contamination  
and/or asbestos and/or fire  
safety)  
and maintained for a period  
of twelve (12) years from  
the date of the Client  
Representative's notice that  
the Constructor has fulfilled  
its obligations pursuant to  
clause 21.5 of the  
Partnering Terms

## Clause 20.9

The rate of interest on late payment shall be:

four per cent (4%) above the base rate of the Bank of England current on the date the payment becomes overdue and the Partnering Team members agree that this is a substantial remedy for the purposes of the Late Payment Act

## Clause 20.13

The Client is a "contractor" for the purposes of the Finance Act.

*[Delete as  
appropriate]*

## † Clause 20.18

A Bank Account shall be used.

† Insert only if a project bank account is required.





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The Bank shall be: Not Applicable

Clause 21.4

The Defects Liability Period shall be:

Twelve (12) months from Project Completion

Clause 21.4

The time limits for rectification of defects shall be:

- For items which represent a breach of security or health and safety risk or where the continuing safe and comfortable occupancy of any part of the establishment affected by the works is seriously prejudiced: respond and rectify or make safe within two (2) hours and rectify as soon as possible and in any event no later than forty eight (48) hours of notification by the Client Representative
- For items which result in discomfort or could, if ignored, represent a breach of security or a health & safety risk: rectify as soon as possible and in any event no later than five (5) Working Days from notification by the Client Representative
- For any other item, which cannot in the reasonable opinion of the Client Representative be left until the end of Defects Liability Period: rectify as soon as possible and in any event no later than twenty-eight (28) Working Days from notification by the Client Representative

Clause 22.1

The duty of care and warranties of the Partnering Team members described in clause 22 of the Partnering Terms shall be amended as follows:

The Constructor accepts full responsibility to the Client for the design, supply, construction and completion of the Project in accordance with the Partnering Documents including the selection and standards of all materials, goods, equipment and workmanship forming part of the Project and including any design and other work undertaken in relation to the Project before or after the date of the Commencement Agreement by any other Partnering Team member, but without prejudice to the duty of care of each Partnering Team member (other than the Client) to the Constructor in respect of its contribution to the design, supply, construction and completion of the Project.

The responsibility of each of the Partnering Team members for loss or damage suffered by any other Partnering Team member shall be limited to that proportion

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of the other Partnering Team member's loss or damage as it would be just and equitable to require that Partnering Team member to pay having regard to the extent of that Partnering Team member's responsibility for such loss or damage and on the basis that each other Partnering Team member shall be deemed to have paid such proportion as it would be just and equitable for them to pay having regard to the extent of their responsibility.

**Clause 22.2**

The following collateral warranties shall be provided:

- In favour of the Client from any Specialist with material design responsibility within ten (10) Working Days of the Client Representative's request or ten (10) Working Days of that Specialist's appointment in connection with the Project (whichever is sooner) in the form set out in the Project Brief.
- In favour of the Client from the any sub-contractor or sub-consultant of a Specialist with material design responsibility within ten (10) Working Days of the Client Representative's request or ten (10) Working Days of that sub-contractor or sub-consultant's appointment in connection with the Project (whichever is sooner) in the form set out in the Project Brief

**Clause 25.2**

The following rights of assignment shall apply:

The Client may novate, assign or transfer the Partnering Contract or any part, share or interest in the Partnering Contract on two (2) occasions without the consent of any other members of the Partnering Team. No other member of the Partnering Team may assign, novate or transfer the Partnering Contract or any part, share or interest in the Partnering Contract without the Client's prior written consent.

**Clauses 25.4, 27.6  
and 27.7**

The applicable law and the courts with jurisdiction shall be those of:

English law and the Court of England and Wales

**Clause 26.8**

Clause 26.8 of the Partnering Terms applies.

**Clause 27.2**

Under the Problem-Solving Hierarchy each of the following individuals in the

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following sequence shall have a period of Three (3) Working Days to agree a solution with the individuals stated above or below their respective names, failing which the notified difference or dispute shall be referred to the next named individual in the sequence (if any):

Client

Constructor

Client  
Representative

Cost Consultant

[Specialist  
Partnering Team  
members]

Clause 27.4 and  
Appendix 5 Part 1

The Conciliator shall be:

Not Applicable

Clause 27.6 and  
Appendix 5 Part 3

Any dispute or difference may be referred to an arbitrator in accordance with the procedure set out in Part 3 of Appendix 5, who in the absence of agreement shall be appointed by:

The President of the Royal Institute of Chartered Surveyors. [Any arbitration shall be conducted in accordance with the JCT edition of the Construction Industry Model Arbitrator Rules current at the date of referral.]

Clause 27.8

The limitation period shall be:

Twelve (12) years from the date of the Client Representative's notice that the Constructor has fulfilled its obligations pursuant to clause 21.5 of the Partnering Terms.

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Clause 28

The following Special Terms shall apply:

**Special Term 28.1 Definitions**

**Confidential Information** means the Client's Confidential Information and/or the Partnering Team member's Confidential Information;

**Constructor's Personnel** means all employees, agents, consultant and Specialists of the Constructor;

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

**Employer Data** means:

- (a) the Data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:
  - (i) supplied to the Constructor by or on behalf of the Employer, or
  - (ii) which the Constructor is required to generate, process, store or transmit pursuant to the Contract; or
- (b) any Personal Data for which the Client is the Data Controller.

**Fraud** means any offence under the law creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Crown or defrauding or attempting to defraud or conspiring to defraud the Crown by their personnel in connection with the receipt of monies from the Client;

**Intellectual Property Rights** means:

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- (a) copyright, rights related to or affording protection similar to copyright, rights in databases, 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;
- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- (c) all other rights having equivalent or similar effect in any country or jurisdiction.

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

**Personnel** means all employees, agents, Consultants and Specialists of any Partnering Team member;

**Strategic Alliancing Agreement** means the Strategic Alliancing Agreement dated 17<sup>th</sup> April 2012 between the Client and the Constructor and others.

In line 1 of the definition of Final Account delete "20.15" and insert "20.16(i)"

**Special Term 28.2 Health and Safety**

**Add new sub-clauses after clause 7.2 as follows:**

- 7.2.1 The Constructor shall promptly notify the Client of any health and safety hazards which may arise in connection with the performance of the Project. The Client shall promptly notify the Constructor of any health and safety hazards which may exist or arise at the Site and

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which may affect the Constructor in the performance of the Project.

**Add new sub-clauses to Clause 15.3 as follows:**

- 15.3(vii) the Constructor shall comply with any health and safety measures implemented by the Client in respect of employees and other individuals working on the Site.
- 15.3(viii) to the Constructor shall notify the Client immediately in the event of any incident occurring in the performance of the Project on Site where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 15.3 (ix) to the Constructor shall ensure that any Health and Safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the Client on request.

**Special Term 28.3 Security and Vetting**

**Insert as new clause 7.6**

**7.6 In this clause:**

**Personnel Vetting Procedure** means the Client's procedures for the vetting of the Constructor's and any Partnering Team members' employees and all other individuals for whom they are responsible other than the Client's Personnel (hereinafter referred to as **Personnel**) as advised to the other Partnering Team members by the Client.

**Client's Personnel** means all employees, agents, Consultants and Specialists of the Client.

**Independent Safeguarding Authority** is a non-departmental public body sponsored by the Home Office set up under the provisions of the Safeguarding Vulnerable Groups Act 2006 and which is responsible for the decision-making and maintenance of two lists covering the children's and vulnerable adults' sectors.

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**Relevant Conviction** means a conviction that is relevant to the provision of the Project or as listed by the Client and/or relevant work of the Client.

**The Vetting and Barring Scheme** means the scheme set up under the provisions of the Safeguarding Vulnerable Groups Act 2006.

- i Where Personnel are required to have a pass for admission to the Site the Client, subject to satisfactory completion of approval procedures, shall arrange for passes to be issued. Personnel who cannot produce a proper pass when required to do so by any of the Client's Personnel, or who contravene any conditions on the basis of which a pass was issued, may be refused admission to the Site or required to leave the Site if already there.
- ii The Constructor and/or any other Partnering Team member as the case may be shall promptly return any pass if at any time the Client so requires or if the person to whom the pass was issued ceases to be involved in the performance of the Project. The Constructor and any other Partnering Team member as the case may be shall promptly return all passes on completion or earlier termination of their appointment under the Partnering Contract.
- iii Personnel attending the Site may be subject to a search at any time. Strip searches are only conducted on the specific authority of the Client under the same rules and conditions applying to the Client's Personnel. The Partnering Team members are referred to the Prison Rules 1999 Part III and the Prison (Amendment) Rules 2005 and the Young Offender Institute Rules 2000 Part III and the Young Offender Institute (Amendment) Rules 2008.
- iv The Client, whose decision is final and conclusive,



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reserves the right under the Partnering Contract to refuse to admit to, or to withdraw permission to remain on, the Site or any premises occupied by or on behalf of the Client:

- any Personnel or
- any person employed or engaged by a specialist, agent or servant of the Constructor or any other Partnering Team member

whose admission or continued presence is, in the opinion of the Client, undesirable.

- v If and when directed by the Client, each other Partnering Team member shall provide a list of the names and addresses, National Insurance numbers, periods of employment, immigration status and tax exemption certificates of all persons who it is expected may require admission in connection with the Partnering Contract to the Site or any premises occupied by or on behalf of the Client, specifying the capacities in which they are concerned with the Project and giving such other particulars as the Client may reasonably desire.
- vi Personnel engaged within the boundaries of a Government establishment shall comply with rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of Personnel when at that establishment and when outside that establishment.
- vii If any Partnering Team member shall fail to comply with ii and v the Client, (whose decision is final and conclusive) may decide that such failure is prejudicial to the interests of the Crown; and if the



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relevant member of the Partnering Team does not comply with the Client's reasonable requests within two (2) months of the date of a written notice from the Client so to do, then the Client may terminate the appointment of the Partnering Team member as if a breach had occurred under clause 26.4(ii) or clause 26.3 of the Partnering Contract, provided that such termination does not prejudice or affect any right of action or remedy which has accrued or thereafter accrues to the Client.

- viii Partnering Team members shall bear the costs of complying with the requirements notices, instructions or decisions received from the Client in relation to their obligations in respect of information relating to individuals.
- ix No Partnering Team member shall employ any person where the Partnering Team member knows, or by reason of the circumstances which might reasonably be expected to know, that the person concerned is involved in any unlawful procurement of Social Security benefits or tax exemptions in connection with his employment by the Partnering Team member. No Partnering Team member shall make, facilitate or participate in the procurement of any unlawful payments to any person employed by them, whether in the nature of Social Security fraud, evasion of tax or otherwise.
- x The Partnering Team members shall comply with the Client's procedures for the vetting of Personnel in respect of all persons to be employed or engaged to carry out and complete the Project. The Constructor and other Partnering Team members shall confirm that all persons employed or engaged by them or that will be employed or engaged by them in relation to the Partnering Contract are

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vetted and recruited on a basis that is equivalent to and no less strict than the Personnel Vetting Procedures.

- xi The Client may require any other Partnering Team member to ensure that any person employed to carry out and complete the Project has undertaken a Criminal Records Bureau check as per the Personnel Vetting Procedures or any other security check as may be required by the Client from time to time. Each Partnering Team member shall ensure that no person who discloses that he/she has a Relevant Conviction, or is found by that Partnering Team member to have a Relevant Conviction (whether as a result of a police check or through the Criminal Records Bureau check or otherwise) is employed or engaged to carry out and complete the Project.
- xii Individuals, including those held in lawful custody or on probation shall be regarded as vulnerable persons under the Safeguarding Vulnerable Groups Act 2006. Where the Client deems it necessary, any other Partnering Team member shall provide a list of Personnel who are to carry out and complete the Project that are vetted by the Independent Safeguarding Authority. The Client may in its sole discretion refuse access to the Site by any Personnel who do not successfully complete the vetting procedures under the Vetting and Barring Scheme.
- xiii Whilst on the Site all Personnel shall comply with all security measures implemented by the Client in respect of staff and other persons attending the Site. The Client shall provide copies of its written security procedure to the other Partnering Team member on request. The Partnering Team members and all their

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Personnel shall be prohibited from taking any photographs on the Site unless the Client has given prior written consent and a representative of the Client is present so as to have full control over the subject matter of each photograph to be taken.

- xiv The Constructor shall take measures needed to prevent Personnel from taking, publishing or otherwise circulating such photographs.
- xv The Client shall have the right to carry out any search of any Personnel or of vehicles used by the Constructor and other Partnering Team members at the Site.
- xvi The other Partnering Team members shall co-operate with any investigation relating to security which is carried out by the Client or by any person who is responsible to the Client for security matters, and when required by the Client:
  - take all reasonable measures to make any Personnel identified by the Client available to be interviewed by the Client, or by a person who is responsible to the Client for security matters, for the purposes of the investigation. All Personnel have the right to be accompanied by and to be advised or represented to the other person whose attendance at the interview is acceptable to the Client; and
  - subject to any legal restriction on their disclosure, provide all documents, records or other material of any kind which may reasonably be required by the Client or by a person who is responsible to the Client for security matters, for the purposes of the

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investigation, so long as the provision of that material does not prevent the Constructor from carrying out and completing the Project. The Client has the right to retain any such material for use in connection with the investigation and, so far as possible, provide the Constructor with a copy of any material retained.

**Special Term 28.4 Information Security****Insert as new clause 25.6**

[Using additional defined terms as they appear in the Strategic Alliances Agreement:]

**25.6.1 Each Partnering Team member shall:**

- identify, keep and disclose to the Client upon request a record of those members of the Personnel and any Specialists with access to or who are involved in handling Client Data (users) and
- provide to the Client details of its policy for reporting, managing and recovering from information risk incidents, including losses of protected Personal Data and ICT security incidents and its procedures for reducing risk and raising awareness; and
- immediately report information security incidents to the Client. Significant actual or potential losses of Personal Data may be shared with the Information Commissioner and the Cabinet Office by the Client.

**25.6.2** The Partnering Team members shall protect Client Data whose release or loss could cause harm or distress to individuals. The Partnering Team members shall handle all such Client Data as if it were confidential while it is processed or stored by the Partnering Team members or Specialists, applying the measures set out in

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clauses 25.6.1 to 27.6.9 (inclusive).

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

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

- best option; hold and access data on ICT systems on secure premises;
- second best option::; secure remote access, so that Data can be viewed or amended without being permanently stored on the remote computer. This is possible for Client Data over the internet using products meeting the FIPS 140-2 standard or equivalent, unless otherwise agreed with the Client; and
- third best option: secured transfer of Client Data to a remote computer on a secure site on which it will be permanently stored. Both the Client Data at rest and the link should be protected at least to the FIPS 140-2 standard or equivalent. Protectively marked Client Data shall not be stored on privately

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owned computers unless they are protected in this way;

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

25.6.5 Where the Client agrees that it is not possible to avoid the use of removable media, the Partnering Team members shall apply all of the following conditions:

- the Client Data transferred to the removal media should be the minimum necessary to achieve the business purposes, both in terms of the numbers of people covered by the Client Data and the Client Data held. Where possible only anonymised Client Data should be held;
- the removal media should be encrypted to a standard of at least FPIS 140-2 or equivalent in addition to being protected by an authentication mechanism, such as a password;
- user rights to transfer Client Data to removable media shall be carefully considered and strictly limited to ensure that this is only provided where absolutely necessary for business purposes and subject to monitoring by the relevant Partnering Team member and the Client; and
- the individual responsible for the removable media should handle it themselves, or if they entrust it to others as if it were the equivalent or a large amount of their own cash.

25.6.6 Where the Client agrees that the second condition of encryption cannot be applied due to business continuity and disaster recovery considerations, such unprotected Client Data shall only be recorded, moved, stored and monitored with strong controls.

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

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- destroy paper records containing protected Personal Data by incineration, pulping or shredding so that reconstruction is unlikely and
  - dispose of electronic media that has been used for protected Personal Data through secure destruction, overwriting, erasure or degaussing for re-use.
- 25.6.8 The Partnering Team members shall have appropriate mechanisms in place in order to comply with the Client's requirements as set out in this clause including adequate training in handling confidential Data for the Constructor's/Partnering Team Personnel.
- 25.6.9 The Partnering Team members shall:
- put in place arrangements to log activity of Data users in respect of electronically held protected personal information and for managers to check the arrangements are being properly conducted, with a particular focus on those working remotely and those with higher levels of functionality. Summary records of managers' activity shall be shared with the Client and be available for inspection by the Information Commissioner's office on request;
  - minimise the number of users with access to the Client Data.

**Special Term 28.5 Confidentiality****Delete clause 25.5 and insert as follows****25.5 In this clause:**

- **Commercially Sensitive Information** means  
All prices, rates and general cost information that form part of the tender submission. (Commercially Sensitive Information).
- **Confidential Information** means the Client's Confidential



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Information and/or the Partnering Team members' Confidential Information as the context permits.

- **Partnering Team member's Confidential Information** means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, Know-how, personnel and suppliers of the Constructor and the other Partnering Team members (other than the Client), including Intellectual Property Rights, together with all information derived from the above, 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 the Commercially Sensitive Information.
- **Client's Confidential Information** means all Personal Data and any information, however it is conveyed, that relates to the business affairs, developments, trade secrets, know-how, personnel and suppliers of the Client, including all Intellectual Property Rights, together with all information derived from any of the above and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably to be considered to be confidential.

25.5.1 Except where disclosure is expressly permitted elsewhere in the Partnering Contract, each Partnering Team member:

- shall treat all Confidential Information as confidential and safeguard it accordingly and
- shall not disclose Confidential Information to any other person without the owner's prior written consent.

25.5.2 The Partnering Team members' obligations in relation to Confidential Information do not apply to the extent that:

- the disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure





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under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations;

- the information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
  - the information was obtained from a third party without obligation of confidentiality;
  - the information was already in the public domain at the time of disclosure otherwise than by a breach of the Partnering Contract;
- or
- it is independently developed without access to other Partnering Team members or Client's Confidential Information.

25.5.3 The other Partnering Team members shall only disclose the Client's Confidential Information relevant to the carrying out and completion of the Project to the Personnel who are directly involved in carrying out and completing the Project, and shall ensure that the Personnel are aware of and comply with their obligations in respect of Confidential Information.

25.5.3 The other Partnering Team members shall not, and shall procure that the Personnel do not, use of any of the Client's Confidential Information received otherwise than for the purposes of the Partnering Contract.

25.5.4 At the written request of the Client, any other Partnering Team member shall procure that the Personnel identified in the Client's notice sign a confidentiality undertaking on similar terms to the Partnering Contract prior to commencing any work in accordance with the Partnering Contract.

25.5.5 Nothing in the Partnering Contract shall prevent the Client from disclosing the other Partnering Team members' Confidential Information:

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- to any Crown body or any other Contracting Authority on the understanding that they are entitled to further disclose the Confidential Information to other Crown bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown body or any Contracting Authority;
- to any contractor, consultant or other person engaged by the Client or any person conducting an Office of Government Commerce gateway review;
- for the purpose of the examination and certification of the Client's accounts, or
- for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Client has used its resources.

25.5.6 The Client shall use its reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Specialist to whom any other Partnering Team member's Confidential Information is disclosed is made aware of the Client's obligations of confidentiality.

25.5.7 Nothing prevents any other Partnering Team member from using any techniques, ideas or know-how gained during the performance of the Partnering Contract in the course of its normal business to the extent that this use does not result in a disclosure of any other Partnering Team member's or Client's Confidential Information or an infringement of Intellectual Property Rights .

25.5.8 The Partnering Team members acknowledge that, subject to the foregoing provisions regarding each Partnering Team member's Confidential information, the content of this contract is not Confidential Information. Notwithstanding any other term of the Partnering Contract, the other Partnering Team hereby give consent for the Client to publish the Partnering Contract in its entirety, including from time to time agreed changes to the Partnering Contract, to the general public. Prior to the publication the Client may, at its sole discretion, in whole or



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in part, redact information for one or more of the following grounds:

- i national security;
- ii personal data;
- iii information protected by intellectual property law;
- iv information which is not in the public interest to disclose (under a Freedom of Information Act analysis);
- v third party confidential information;
- vi IT security; or
- vii Prevention of fraud.

**Special Term 28.6 Fraud and prevention of corruption**

**Insert new clause 25.7:**

- 25.7.1 The Partnering Team members shall take all reasonable steps to prevent Fraud.
- 25.7.2 Each Partnering Team member shall notify the Client immediately if it has any reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

**Special Term 28.7 CDM Regulations and SWMP Regulations**

Amend clause 7.1 as follows:

After the words: "the term "principal contractor"" insert the words: "for the purposes of both the CDM Regulations and the Site Waste Management Plans Regulations 2008 (the **SWMP Regulations**) ". Delete the full stop after the words "the Constructor" and add the words: " or, if he ceases to be the Constructor , such other Constructor as the Client will appoint pursuant to regulation 14(2) of the CDM Regulations and regulation 4(1) of the SWMP Regulations."

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**Special Term 28.8 Employment and skills**

**Clause 28.1** In Appendix 1, the following definitions shall be inserted:

**Employment and Skills Strategy** – the Client's Employment and Skills Strategy forming part of the Project Brief;

**ESP** - the Project-specific Employment and Skills Plan produced by the Constructor and forming part of the Project Proposals to be complied with and implemented by the Constructor in order to execute the Employment and Skills Strategy;

**Method Statement** - the Project-specific method statement produced by the Constructor and forming part of the Project Proposals which sets out in detail how the Constructor shall implement the ESP"

**Clause 28.8.1** Clause 14.1 shall be amended by the insertion of the following at the end of the clause:

"(xiii) development and finalisation by the Constructor of the ESP and the Method Statement"

**Clause 28.8.2** Pursuant to clause 7.6 the Constructor shall comply with and implement the ESP and Method Statement in accordance with the Employment and Skills Strategy.

**Clause 28.8.3** The Constructor shall nominate an individual to liaise with the Client Representative and provide the Client Representative with information as required to demonstrate the Constructor's compliance with the ESP and Method Statement.

**Clause 28.8.4** The Client Representative shall provide to the Constructor information it has available to enable the Constructor to comply with and implement the ESP and Method Statement, including the details listed in the Employment

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and Skills Strategy.

- Clause 28.8.5** The Constructor shall provide to the Client Representative on a monthly basis, in accordance with the Partnering Timetable and the Project Timetable, a report outlining the achievements during the previous month against the ESP and Method Statement and the employment and skills KPI and Targets contained in **Annexure A, Appendix K** to this Project Partnering Agreement, and provide details of the various employment and skills activities delivered in the month. The Client Representative shall be responsible for monitoring the Constructor's compliance with and implementation of the ESP and Method Statement, and such monitoring shall form part of the Client's assessment of the employment and skills KPI and Targets.
- Clause 28.8.6** Insert in **clause 23.6** (Post-Project Completion review), after the words, "KPI and Targets," the following words: "(including the employment and skills KPI and Targets), and its compliance with and implementation of the ESP and the Method Statement".
- Clause 28.8.7** Any and all costs relating to compliance with and implementation of the ESP and Method Statement by the Constructor are included in the Price Framework.
- Clause 28.8.8** Insert new **clause 17.9**:
- " Where any Change agreed or established in accordance with this clause 17 has the effect of substantially increasing or decreasing the Agreed Maximum Price, the Constructor may propose a corresponding and proportionate amendment to the employment and skills output figures contained in the ESP, the Method Statement and any relevant KPIs and Targets. The Client and the Client Representative shall consider any such proposal made by the Constructor and shall seek to agree any amendments with the Constructor."

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*Reference in  
Partnering Terms***Special Term 28.9 Payment****Delete clause 20 and insert:****Payment obligations**

20.1 The Client shall be responsible for payment to the Consultants of all agreed amounts stated in the Consultant Payment Terms and for payment to the Constructor of all agreed amounts in respect of Constructor's Services, in respect of Pre-Construction Activities and comprising the Agreed Maximum Price, plus in each case VAT (if applicable), and in each case subject to and adjusted in accordance with these Partnering Terms.

**Payment applications and due dates for payment**

20.2 Subject to any agreed payment milestones, activity schedules or cashflows and any other payment arrangements set out in the Price Framework and the Consultant Payment Terms and any Pre-Construction Agreement, applications for payment of amounts due to the Consultants and the Constructor shall be submitted respectively by each Consultant and the Constructor to the Client and the Client Representative at the intervals stated in the Price Framework, the Consultant Payment Terms and any Pre-Construction Agreement or (if no intervals are stated) at the end of each calendar month. Each application for payment shall state the sum the relevant Consultant or the Constructor considers to be due to it on the due date for payment and the basis on which that sum is calculated and shall be accompanied by such details as are stated in the Project Brief and such further information as the Client Representative may reasonably require. The due date for payment in respect of each application for payment shall be the date of receipt by the Client of the relevant application,

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submitted in accordance with this clause 20.2.

Interim payments to Constructor – payment notices and final date for payment

- 20.3 Within five (5) days from receipt of each application for payment made by the Constructor in accordance with clause 20.2, clause 20.15 or when otherwise required by these Partnering Terms, the Client Representative shall issue to the Constructor and the Client a payment notice, calculated in accordance with clause 20.5, specifying the sum the Client Representative considers to have been due on the due date for payment and the basis on which that sum is calculated. Subject to any notice issued in accordance with clause 20.7, the Client shall pay to the Constructor the sum stated as due in the payment notice by the final date for payment. Subject to any revised periods stated in the Price Framework, the final date for payment shall be the later of twenty (20) Working Days from the due date for payment and fifteen (15) Working Days from the date of receipt by the Client of any required VAT invoice from the Constructor in the same sum as the payment notice.

Payment to Consultants – payment notices and final date for payment

- 20.4 Within five (5) days from receipt by the Client of each application for payment made by a Consultant in accordance with clause 20.2 the Client shall issue a payment notice to each Consultant, calculated according to the relevant Consultant Payment Terms on the basis of the Consultant Services provided and taking into account sums due pursuant to clauses 20.10 and 20.17, specifying the sum the Client considers to have been due on the due date for payment and the basis on which that sum is calculated. Subject to any notice issued in accordance with clause 20.7, the Client shall pay to the relevant Consultant the amount stated as due in the



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relevant payment notice by the final date for payment. Subject to any revised periods stated in the Consultant Payment Terms, the final date for payment shall be the later of thirty (30) Working Days from the due date for payment and twenty five (25) Working Days from the date of receipt by the Client from the relevant Consultant of any required VAT invoice in the same sum as the payment notice.

**Content of Constructor valuations**

20.5

The amount payable under each application for payment by the Constructor shall be calculated in accordance with the Price Framework to establish the value of the Constructor's Services properly performed, or the value of any Pre-Construction Activities properly performed or the value of that part of the Project properly progressed, including the value of any unfixed materials, goods and equipment on and off Site intended for the Project (subject to clause 15.4 and if and to the extent provided in the Price Framework), less the total of all amounts previously paid, and adjusted to reflect shared savings, shared added value and pain/gain Incentives pursuant to clause 13.2, any Incentives that link payment to achievement of the Date for Completion or any KPI Targets pursuant to clause 13.3 and any sums due pursuant to clauses 17.3, 17.4, 18.5 or 18.6 and taking into account sums due pursuant to clauses 20.10 and 20.17.

**Default notice**

20.6

If the Client Representative or the Client does not issue a payment notice in accordance with clause 20.3 or clause 20.4 respectively:

- (i) the relevant Consultant's application for payment under clause 20.2 or the Constructor's



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application under clause 20.4 or clause 20.15 shall be treated as the payment notice;

- (ii) subject to any notice issued in accordance with clause 20.7, the Client shall pay the amount stated as due in the application for payment by the final date for payment.

Pay less notice

20.7 Not later than two (2) Working Days before the final date for payment of any sum due, the payer or (in respect of payments due to the Constructor) the Client Representative may give notice to the payee pursuant to Section 111(3) of the HGCRA, specifying the sum that the payer or (in respect of payments due to the Constructor) the Client Representative considers to be due on the date the notice is served and the basis on which that sum is calculated. If a notice is issued under this clause 20.7:

- (i) the payer shall pay the amount stated in such notice by the final date for payment;
- (ii) the payee shall reissue any required VAT invoice to reflect the sum stated in the such notice.

Adjustment of notices

20.8 The issue of any notice or VAT invoice or the payment of any amount by the payer shall not in any way affect the right of the payer or any payee to contend that:

- (i) any Consultant Services or Constructor's Services or Pre-Construction Activities or the Project have or have not been properly valued; and/or
- (ii) that any amount has been improperly paid or withheld.

In calculating any notice, the payer or (in the case of payments to the Constructor) the Client Representative shall be entitled to reconsider

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and, if necessary, adjust any assessment made in arriving at any previous notice.

**Notices not approved**

20.9 The issue of any notice or VAT invoice or the payment of any amount shall not:

- (i) constitute or imply or be evidence of the Client's approval or acceptance of any part of any Consultant Services or Constructor's Services or Pre-Construction Activities or the Project; or
- (ii) in any way affect the responsibilities of any Partnering Team member under the Partnering Contract.

**Interest on late payment**

20.10 Any delay in a due payment beyond the final date stated in clause 20.3, clause 20.4 or clause 20.16 shall entitle the payee to be paid interest at the percentage specified in the Project Partnering Agreement, and the Partnering Team members confirm that such interest is a substantial remedy for late payment in compliance with Section 9 of the Late Payment Act.

**Fluctuation**

20.11 Amounts in the Price Framework and Consultant Payment Terms shall be subject only to such fluctuation provisions, if any, as are set out in the Price Framework and Consultant Payment Terms.

**Payment of Specialists**

20.12 The Constructor shall pay all Specialists (other than Specialists appointed pursuant to clause 10.11) the amounts to which they are entitled in accordance with the Specialist Payment Terms (with provision for interest on late payment

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equivalent to clause 20.10), shall maintain full records of all amounts payable and paid to each Specialist and shall make these records available to the Client Representative on request.

Inspection of Financial Records

- 20.13 Each Partnering Team member shall allow the Client Representative to visit its offices and to inspect its financial records in relation to the Project at any time subject to reasonable prior notice.

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Statutory deduction

- 20.14 Where the Client is a "contractor" for the purposes of the Finance Act, then not later than fifteen (15) Working Days prior to the Constructor's first application for payment in relation to the Project, and at any other time upon request, the Constructor shall either provide the Client with evidence that the Constructor is entitled to be paid without the statutory deduction referred to in the Finance Act or inform the Client in writing that it is not entitled to be paid without such statutory deduction (and in the latter case the Constructor shall immediately inform the Client if it subsequently becomes entitled to be paid without such statutory deduction) and the Client shall be entitled to receive from the Constructor evidence supporting the Constructor's stated entitlement to be paid without such statutory deduction.

Payment on Project Completion

- 20.15 Within twenty (20) Working Days following Project Completion (or any other period stated in the Price Framework), the Client Representative shall prepare and issue to the Client and the Constructor an account confirming the balance of the Agreed Maximum Price due as between the Client and the Constructor, calculated in accordance with clause 20.5. The Client and the Constructor shall seek to agree the amount of that balance, taking into account any adjustment provided for

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in these Partnering Terms and subject to deduction of any amount stated as a Retention in the Price Framework. On or after forty (40) Working Days following Project Completion (or any revised period stated in the Price Framework) the Constructor shall issue a payment application in accordance with clause 20.2 and the due date for payment shall be the date of receipt by the Client of such application.

**Final Account**

20.16 The following procedures shall apply in relation to the Final Account:

- (i) Within twenty (20) Working Days following notice to the Client and the Constructor by the Client Representative confirming satisfaction of the Constructor's obligations under clause 21.4 as to rectification of defects (or on such earlier date as the Client and the Constructor may agree), the Client Representative shall prepare and issue to the Client and the Constructor a Final Account (calculated in accordance with clause 20.5 and taking into account any adjustment provided for in these Partnering Terms) for agreement between the Client and the Constructor.
- (ii) On or after forty (40) Working Days of the notice confirming satisfaction of the Constructor's obligations under clause 21.4 (or any revised period stated in the Price Framework) the Constructor or the Client (as the case may be) shall make an application for payment which shall state the sum the Constructor or the Client considers to be due to it and the basis on which that sum is calculated and which shall be accompanied by such details as are stated in the Project Brief and such further information as the Constructor or the Client Representative may reasonably require. Such application shall either be in the agreed amount or if agreement is not reached then in such amount as the payer or (in respect of payments due to the Constructor) the Client Representative considers to be due on the due for payment. The due date for payment in respect of the application shall be the date of receipt by the

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payer of such application.

- (iii) Within five (5) days of the due date for payment the payer or the Client Representative shall issue to the payee a payment notice setting out the sum the payer considers to have been due on the due date for payment and the basis on which that sum is calculated. Such notice shall be calculated in accordance with clause 20.5. Subject to any revised periods in the Price Framework, the final date for payment shall be the later of twenty (20) Working Days from the due date for payment and fifteen (15) Working Days from the date of receipt by the payer of any required VAT invoice in the same sum as the payment notice.
- (iv) If a payment notice is not issued in accordance with clause 20.16(iii) the application for payment pursuant to clause 26.16(ii) shall be treated as the payment notice. Subject to any notice issued in accordance with clause 20.7 the payer shall pay the sum stated as due in the payment notice or the application for payment by the final date for payment.
- (v) The Final Account, when agreed, shall be conclusive evidence as to the balance of the Agreed Maximum Price due between the Client and the Constructor.

Suspension of performance

- 20.17 If the Client fails to make any payment due in accordance with this clause 20 by the stated final date for payment, and if such failure shall continue for seven (7) days after the Constructor or a Consultant has given the Client written notice of its intention to suspend performance of any or all of its obligations and the grounds for such intended suspension, then the Constructor or such Consultant may suspend performance of any or all of its obligations under the Partnering Contract until payment is received in full. Where the Constructor or a Consultant exercises such right of suspension it shall be entitled to a reasonable amount in respect of costs and expenses

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reasonably incurred by it as a result of the exercise of the right.

**Special Term 28.10 Termination**

**Clause 26.1** Delete existing wording and marginal note 'Termination for unforeseeable reasons' and insert new wording and a marginal note as follows:

**Termination at anytime**

**26.1** Notwithstanding any other provision of the Partnering Contract, the Client may terminate the appointments of the other Partnering Team members under the Partnering Contract at any time. In such circumstances the Client shall give the Partnering Team members not less than twenty (20) Working Days prior notice, within which period the Partnering Team members shall cease all activities under the Partnering Contract in an orderly manner.

Upon expiry of that period the Client Representative shall issue a payment notice to the Constructor pursuant to clause 20.3 and the Client shall issue a notice to each Consultant pursuant to clause 20.4 each in respect of the total amount properly due up to the date of termination (including the value of all materials, goods and equipment in respect of which the Constructor has made commitment in accordance with the Project Timetable prior to the date of termination and has transferred unencumbered ownership to the Client and the Constructor's reasonable costs under clause 26.9) and the Client shall pay such amount in accordance with clause 20.

**Clause 26.4** In lines 9 – 10 of final paragraph delete "the Client shall not be bound to make any further payment to the Constructor" and insert "no further sum shall become due to the Constructor"

In line 12 of final paragraph delete "prior to the date of termination".

**Clause 26.6** Second line, after the words '...', by reason of insert 'the exercise by the Client of emergency powers or by reason of



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**Clause 26.9** Insert "26.1", prior to "26.2" in line 2.

**Clause 26.17** Insert new clause 26.17:

"In the event of a Partnering Team member suffering an event of insolvency as described in Section 113(2) to Section 113(5) of the HGCRA:

- (i) the payer need not pay any sum that has already become due to the payee insofar as the payer has given or gives a notice in accordance with clause 20.7;
- (ii) the payer need not pay any sum that has already become due to the payee if the event occurs after the date on which the notice in relation to that sum is due in accordance with clause 20.7."

**Special Term 28.11 Possession**

Clauses 6.4 and 15.3(i) All parts of the Site will be in the exclusive possession of the Constructor until the period immediately prior to the Completion Date when the Client may need access to agreed areas of the Site in order to commence installation of agreed fixtures and fittings. The arrangements for this period of non-exclusive possession will be set out in the Commencement Agreement.

**Special Term 28.12 Asbestos**

Notwithstanding Clauses 15.3(v), 18.1(iii), 18.1(iv) and 19.1 the risk of loss or damage to the Project and the Site occasioned by asbestos shall remain with the Client provided always that, in the event that the Constructor discovers any asbestos the Constructor shall take all steps that would be expected of a reasonable Constructor and, if the asbestos is to be removed, shall appoint and adequately supervise any Specialist involved in the removal of the same.



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**Special Term 28.13 Partnering Team members' employees****Clause 7.8** Add additional Clause 7.8 as follows;

"The Client shall be entitled to require any of the Partnering Team members' employees to be replaced if in the reasonable opinion of the Client that person's performance is unsatisfactory and/or that person has breached the Security Requirements of the Client set out in the Project Brief. Such person shall be replaced with a person of at least the same experience and expertise at the expense of the relevant Partnering Team member and subject to the Client's approval (such approval not to be unreasonably withheld or delayed)."

**Special Term 28.14 Inspection of financial records****Clause 20.12** Clause 20.12 shall be deleted in its entirety and replaced with the following:

- (1) Each Partnering Team member shall allow the Client Representative (or the Cost Consultant on behalf of the Client Representative) to visit its offices and to inspect its financial records in relation to the Project at any time subject to reasonable prior notice;
- (2) The Constructor shall use reasonable endeavours to ensure that a clause is inserted into the Specialist Contracts of the key Specialists (in this case any Specialist supplying any goods or services or undertaking any works in excess of 5% of the value of the Agreed Maximum Price) specifically stating that the Client Representatives (or the Cost Consultant on behalf of the Client Representative) shall be entitled to visit the Specialist's offices and to inspect its financial records in relation to the



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Project at any time subject to reasonable prior notice.

**Special Term 28.15 Intellectual Property Rights**

Delete clause 9.2 and replace with the following:

The Intellectual Property Rights in all designs and other documents prepared by or on behalf of each Partnering Team member in relation to the Project and the work executed from them shall be the property of and vested in the Client who reserves the right to replace such designs and/or documents or to execute or to have executed works (including the Project and all and any future projects) in accordance with such designs and/or documents as may be required by the Client of the Client.

The Client hereby grants to the Constructor and other Partnering Team members an irrevocable non-exclusive, royalty free licence (carrying the right to grant sub-licences) to use for the duration of this Project only and only for purposes directly relating to completion of the Project any Intellectual Property Rights relating to the works which are or become vested in or are licensed to the Client.

**Special Term 28.16 Specialist Contracts**

Add new clause 10.15 to read:

10.15 The Constructor shall ensure that all Specialist Contracts contain back to back provisions with the Partnering Contract, including without limitation as to the absence of retention or discount arrangements, and shall cooperate in all measures taken by the Client or Client Representative to monitor compliance with this clause.

**Special Term 28.17 Incentives**

Add new clause 13.6 as follows:

13.6 The Partnering Team members shall operate the Shared Savings Scheme set out in Appendix [ ].



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**Special Term 28.19 Adjudication (Part 2 of Appendix 5)**

Renumber existing paragraphs 4 and 5 as paragraphs 9 and 10 respectively.

Insert new paragraph 4:

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

Insert new paragraph 5:

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

Insert new paragraph 6:

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

Insert new paragraph 7:

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

Insert new paragraph 8:

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

Insert new paragraph 10:

"If the Model Adjudication Procedure fourth edition is the edition current at the

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date of the relevant notice:

- (i) delete paragraph 29 and insert "Not used."
- (ii) delete paragraph 30 and insert "Not used."
- (iii) insert "as amended" at the end of the definition of 'Act'

**Special Term 28.20 Extensions of time**

In line 1 of Clause 18.3 (xii) insert "any or all of" before "its obligations".

**[Special Term 28.21 Liquidated damages**

Insert new Clauses 21.7 and 21.8:

"21.7 If the Constructor fails to complete the Project by the Date for Completion the Client shall (provided that the Client Representative has issued a notice in writing to the Constructor to that effect) be entitled either to:

- (i) require the Constructor to pay to the Client liquidated and ascertained damages at the rate of [REDACTED] pounds [REDACTED] per day for the period between the Date for Completion and the Completion Date and the Client may recover the same as a debt; or
- (ii) deduct from monies otherwise due to the Constructor liquidated and ascertained damages at the rate of [REDACTED] pounds (£[REDACTED]) per day for the period between the Date for Completion and the Completion Date.

21.8 If the Client fixes a later Completion Date the Client shall pay or repay to the Constructor any amounts recovered allowed or paid under Clause 21.7 for the period up to such later Completion Date **provided** that the fixing of such later Completion Date shall not invalidate the Client Representative's notice as to deduction of liquidated and ascertained damages and the payment or repayment of the amounts under this clause shall be limited to the net difference between the

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amounts deducted and the amounts properly due after the fixing by the Client Representative of the later completion date. Interest shall not be payable by the Client on any amounts payable or repayable under this clause."]

**Project Bank Account**

[Delete as  
appropriate]

The provisions set out in Appendix 9 [are not incorporated into the Partnering Contract] [are incorporated in the Partnering Contract and the Project Partnering Agreement and Partnering Terms shall have effect as so amended].

## ANNEXURES TO THE PROJECT PARTNERING AGREEMENT

Annexure	Contents																												
A	<p>Appendices to the Project Partnering Agreement</p> <table> <tr><td>A</td><td>Partnering Team</td></tr> <tr><td>B</td><td>Core Group</td></tr> <tr><td>C</td><td>Insurance Requirements</td></tr> <tr><td>D</td><td>Consultant Services Schedules</td></tr> <tr><td>E</td><td>Interested Parties</td></tr> <tr><td>F</td><td>Delegated Authority of the Client Representative</td></tr> <tr><td>G</td><td>Partnering Timetable</td></tr> <tr><td>H</td><td>Project Execution Plan</td></tr> <tr><td>J</td><td>Form of Collateral Warranty</td></tr> <tr><td>K</td><td>Key Performance Indicators</td></tr> <tr><td>L</td><td>Value Engineering and Shared Savings</td></tr> <tr><td>M</td><td>Specialists who are Partnering Team members</td></tr> <tr><td>N</td><td>Specialists appointed by the Client</td></tr> <tr><td>O</td><td>Problem Solving Hierarchy</td></tr> </table>	A	Partnering Team	B	Core Group	C	Insurance Requirements	D	Consultant Services Schedules	E	Interested Parties	F	Delegated Authority of the Client Representative	G	Partnering Timetable	H	Project Execution Plan	J	Form of Collateral Warranty	K	Key Performance Indicators	L	Value Engineering and Shared Savings	M	Specialists who are Partnering Team members	N	Specialists appointed by the Client	O	Problem Solving Hierarchy
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B	<p>The Project Brief</p> <p>The 4.20 Meeting</p>																												

## PROJECT PARTNERING AGREEMENT

	The Pre Construction Health and Safety Plan The Risk Register
<b>C</b>	<b>The Project Proposals</b>
<b>D</b>	<b>The Constructor Services and Constructor Fees</b> <ul style="list-style-type: none"> <li>A. A summary of the services to be undertaken by the Constructor from the date of this Project Partnering Agreement to the date of the Commencement Agreement ("The Constructor Services")</li> <li>B. A summary of the fees due to the Constructor for the Constructor Services</li> </ul>

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PROJECT PARTNERING AGREEMENT

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**THE SECRETARY OF STATE FOR THE HOME DEPARTMENT**

acting through the Home Office  
2 Marsham Street  
London  
SW1P 4DF

(the "Client")

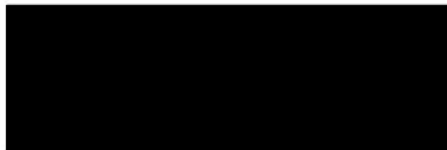
EXECUTED AS A DEED by the Client by affixing  
hereto its common seal in the presence of

---

or Acting by

Authorised signatory

Authorised signatory



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PROJECT PARTNERING AGREEMENT

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**GLEEDS ADVISORY LTD**  
Whose registered office is situated at

**95 New Cavendish Street  
London  
W1W 6XF**

(the "Cost Consultant")

EXECUTED AS A DEED by Gleeds Advisory Ltd(the "Cost Consultant")

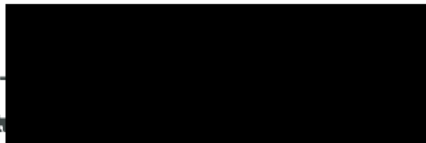
By affixing hereto its common seal  
in the presence of

---

or Acting by

Director

Director/Secretary



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PROJECT PARTNERING AGREEMENT

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**FAITHFUL+GOULD LIMITED**

Whose registered office is situated at

Woodcote Grove  
Ashley Drive  
Epsom  
Surrey  
KT18 5BW

(the "Client Representative")

EXECUTED AS A DEED by Faithful+Gould Limited(the "Client Representative")

By affixing hereto its common seal  
in the presence of

or Acting

Director

in the presence of  
[SIGNATURE OF WITNESS]

Name of witness:

Address of witness

Occupation of witness

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PROJECT PARTNERING AGREEMENT

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**FAITHFUL+GOULD LIMITED**

Whose registered office is situated at

Woodcote Grove  
Ashley Drive  
Epsom  
Surrey  
KT18 5BW

(the "Principal Designer/CDM Coordinator")

EXECUTED AS A DEED by Faithful+Gould Limited(the "Principal Designer/CDM Co-ordinator")

By affixing hereto its common seal  
in the presence of

or A

Direct

in the presence of  
[SIGNATURE OF W

Name of witness:

Address of witness

Occupation of witne

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PROJECT PARTNERING AGREEMENT

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**GALLIFORD TRY CONSTRUCTION LIMITED**

Whose registered office is situated at

Wonersh House  
The Guildway  
Old Portsmouth Road  
Guildford  
Surrey  
GU3 1LR

(the "Constructor and Lead Designer")

EXECUTED AS A DEED by Galliford Try Construction Limited (the "Constructor and Lead Designer")

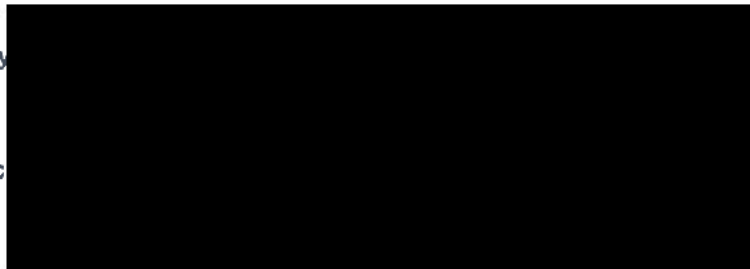
By affixing hereto its common seal  
in the presence of

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or Acting by

Director

Director/Sec



Please note – if the Constructor or the Client requires the Constructor's design specialists to be Partnering Team members then further signature pages must be added to the Agreement

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PROJECT PARTNERING AGREEMENT

**Annexure B**

**Form of Risk Register**

(see clauses 12.9 and 18.1 of Partnering Terms)

Risk	Likelihood of Risk	Impact of Risk on Term Programme	Partnering member(s) responsible for Risk Management	Team responsible for Risk Management	Risk Management Action	Action Period/Deadline

**Guidance note:** The Risk Register should state clearly the nature of each risk, its likelihood and impact on the Project (including any anticipated financial impact and proposed risk allowance), the Partnering Team member(s) responsible for Risk Management actions, the agreed Risk Management

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## PROJECT PARTNERING AGREEMENT

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actions (including actions to reduce the likelihood of each risk and to reduce its financial and other impact) and the agreed periods/deadlines for completing such actions.

Risk Management actions and periods/deadlines should be integrated with the Partnering Timetable and, to the extent that further Risk Management actions are agreed to be undertaken after signature of the Commencement Agreement should be integrated with the Project Timetable.

Risk Management actions should meet the requirements of clause 12.9 of the Partnering Terms.