



PPC2000
(Amended 2008)

ACA Standard Form of Contract
for
Project Partnering

PARTNERING TERMS

PARTNERING TERMS

CONTENTS

	Page
1. PROJECT AND PARTNERING TEAM MEMBERS	3
2. PARTNERING DOCUMENTS	3
3. COMMUNICATION AND ORGANISATION	4
4. OBJECTIVES AND TARGETS	6
5. CLIENT REPRESENTATIVE AND PARTNERING ADVISER	6
6. PARTNERING TIMETABLE AND PROJECT TIMETABLE	8
7. HEALTH AND SAFETY, SITE WELFARE AND EMPLOYEES	9
8. DESIGN AND PROCESS DEVELOPMENT	9
9. INTELLECTUAL PROPERTY	12
10. SUPPLY CHAIN	12
11. VOLUME SUPPLY AGREEMENTS	14
12. PRICES	14
13. INCENTIVES AND PRE-CONSTRUCTION ACTIVITIES	15
14. PRE-CONDITIONS TO START ON SITE	16
15. PROJECT ON SITE	17
16. QUALITY AND ENVIRONMENT	18
17. CHANGE	19
18. RISK MANAGEMENT	20
19. INSURANCE AND SECURITY	23
20. PAYMENT	24
21. PROJECT COMPLETION AND SUPPORT	27
22. DUTY OF CARE AND WARRANTIES	27
23. KPIS AND CONTINUOUS IMPROVEMENT	28
24. JOINT INITIATIVES AND STRATEGIC ALLIANCING	29
25. GENERAL	29
26. TERMINATION	29
27. PROBLEM SOLVING AND DISPUTE AVOIDANCE OR RESOLUTION	33
28. SPECIAL TERMS	34
APPENDIX 1	
Definitions	35
APPENDIX 2	
Form of Joining Agreement	41
APPENDIX 3	
PART 1 – Form of Pre-Construction Agreement	43
PART 2 – Form of Commencement Agreement	45
APPENDIX 4	
PART 1 – Insurance of Project and Site and Third Party Property Damage	49
PART 2 – Third Party Liability Insurance	49
PART 3 – Professional Indemnity or Product Liability Insurance	50
PART 4 – Insurance - General	50
APPENDIX 5	
PART 1 – Conciliation	51
PART 2 – Adjudication	51
PART 3 – Arbitration (if applicable)	52
APPENDIX 6 - Form of Partnering Timetable	53
APPENDIX 7 - Form of Risk Register	55
APPENDIX 8 - KPIs and Targets	57
APPENDIX 9 - Project Bank Account (if applicable)	58

1. PROJECT AND PARTNERING TEAM MEMBERS

- | | | |
|----------------------------|-----|---|
| Partnering Contract | 1.1 | The Partnering Contract relates to the Project and the Site as each identified in the Project Partnering Agreement to which these Partnering Terms are attached and is made between the Client and the Constructor as each identified in the Project Partnering Agreement and each of the other parties who have executed the Project Partnering Agreement. |
| Partnering Team | 1.2 | The parties referred to in clause 1.1 shall together comprise the members of the Partnering Team, subject to changes in accordance with these Partnering Terms and together with each of those further parties who execute a Joining Agreement in accordance with clause 10.2 or clause 26.10. |
| Roles and responsibilities | 1.3 | The Partnering Team members shall work together and individually in the spirit of trust, fairness and mutual cooperation for the benefit of the Project, within the scope of their agreed roles, expertise and responsibilities as stated in the Partnering Documents. |
| Definitions | 1.4 | All words and expressions used in these Partnering Terms and in the other Partnering Documents shall have the meanings stated in the Definitions set out in Appendix 1 or (if not in conflict with the Definitions) the meanings stated elsewhere in the Partnering Documents. |
| Consultants | 1.5 | Whether or not any Consultant is or shall become a Partnering Team member (and except where any Consultant becomes a Specialist pursuant to clause 10.10 in which case clause 1.6 shall apply), only the Client and no other Partnering Team member shall be responsible for making all payments due to each Consultant in accordance with relevant Consultant Payment Terms. |
| Specialists | 1.6 | Whether or not any Specialist is or shall become a Partnering Team member (and with the exception of any Specialist appointed by the Client pursuant to clause 10.11), only the Constructor and no other Partnering Team member shall be responsible for making all payments due to each Specialist in accordance with relevant Specialist Payment Terms. |
| Reasonableness | 1.7 | In all matters governed by the Partnering Contract, including without limitation any required notice, request, submission, decision, consent, approval, comment, valuation, agreement, opinion, instruction and other communication and activity, the Partnering Team members shall act reasonably and without delay. |

2. PARTNERING DOCUMENTS

- | | | |
|--------------------------------|-----|--|
| Roles and relationships | 2.1 | The Partnering Documents describe the roles, expertise and responsibilities of the Partnering Team members and shall govern the relationships between the Partnering Team members and the implementation of the Project. |
| Partnering Documents | 2.2 | In addition to the Project Partnering Agreement and these Partnering Terms, the Partnering Documents shall comprise the documents listed in the Project Partnering Agreement and the additional or amended Partnering Documents developed in accordance with these Partnering Terms including without limitation the Project Timetable established in accordance with clause 6, the designs agreed as Project Proposals in accordance with clause 8, the prices incorporated in the Price Framework in accordance with clause 12, any Joining Agreements entered into pursuant to clause 10.2 or clause 26.10 (and any Consultant Services Schedule and Consultant Payment Terms or Specialist Contract and Specialist Payment Terms incorporated in such Joining Agreement), any Pre-Construction Agreement entered into pursuant to clause 13.5 and any Commencement Agreement entered into pursuant to clause 15.1. |
| Effect of Partnering Documents | 2.3 | Any Partnering Document created or amended in accordance with these Partnering Terms shall be binding on all Partnering Team members except that no Partnering Document shall |

create or amend the role, expertise, responsibilities or other obligations of any Partnering Team member who does not sign it.

Responsibility for Partnering Documents 2.4 Each Partnering Team member who prepares or contributes to any one or more Partnering Documents shall be responsible for the consequences of any error or omission in, or any discrepancy between, such Partnering Documents or its contributions to them, except to the extent of its reliance (if stated in such Partnering Documents) on any contribution or information provided by any one or more other Partnering Team members.

Partnering Documents complementary 2.5 All Partnering Documents shall be treated as complementary and it shall be the duty of all Partnering Team members to warn each other and the Client Representative of any error, omission or discrepancy of which they become aware and (within the scope of their agreed roles, expertise and responsibilities) to put forward proposals to resolve any such error, omission or discrepancy fairly and constructively within the Partnering Team without adversely affecting the agreed cost or time for completion or quality of the Project. Any proposal pursuant to this clause 2.5 shall be subject to prior approval by the Client after Core Group Consultation.

Priority of Partnering Documents 2.6 In the event that a discrepancy cannot be resolved in accordance with clause 2.5, and except where a different priority is agreed by all Partnering Team members, the priority between the Partnering Documents shall be as follows in descending order:-

- (i) the Commencement Agreement;
- (ii) the Project Partnering Agreement;
- (iii) these Partnering Terms;
- (iv) the Project Timetable;
- (v) the Partnering Timetable;
- (vi) the Consultant Services Schedules and Consultant Payment Terms;
- (vii) the Project Brief incorporating any Constructor's Services Schedule;
- (viii) the Project Proposals;
- (ix) the Price Framework;
- (x) any Joining Agreement;
- (xi) any Pre-Construction Agreement;
- (xii) any Risk Register;
- (xiii) the KPIs and Targets;
- (xiv) any other Partnering Documents.

3. COMMUNICATION AND ORGANISATION

Cooperative exchange of information 3.1 The Partnering Team members shall work together and individually, in accordance with the Partnering Documents, to achieve transparent and cooperative exchange of information in all matters relating to the Project and to organise and integrate their activities as a collaborative team.

Methods of communication 3.2 Except as otherwise agreed in writing, all notices, requests, submissions, decisions, consents, approvals, comments, valuations, agreements, opinions, instructions and other communications between any Partnering Team members shall be in writing by receipted hand delivery or recorded delivery post or fax or (if the Partnering Team members have