



TPC2005
Amended 2008

ACA STANDARD FORM OF CONTRACT
FOR
TERM PARTNERING

PARTNERING TERMS

PARTNERING TERMS

CONTENTS

	Page
1. PARTNERING TEAM, PARTNERING DOCUMENTS, COMMUNICATION AND ORGANISATION.....	3
2. OBJECTIVES, PROCESSES, PARTNERING TIMETABLE, KPIs, TARGETS & INCENTIVES.....	4
3. CLIENT REPRESENTATIVE AND PARTNERING ADVISER	5
4. HEALTH AND SAFETY AND SITE WELFARE	6
5. SUPPLY CHAIN	6
6. IMPLEMENTATION OF TERM PROGRAMME, ORDERS AND TASKS	7
7. PRICES AND PAYMENT	8
8. CHANGE AND RISK MANAGEMENT	10
9. DUTY OF CARE AND WARRANTIES.....	11
10. INSURANCES	11
11. EMPLOYEES AND ASSETS	11
12. GENERAL.....	12
13. TERM AND TERMINATION.....	12
14. PROBLEM SOLVING AND DISPUTE AVOIDANCE OR RESOLUTION	13
15. SPECIAL TERMS	14
APPENDIX 1	
Definitions.....	15
APPENDIX 2	
Form of Joining Agreement	19
APPENDIX 3	
PART 1 – KPIs and Targets	22
PART 2 – Incentives	22
APPENDIX 4	
Form of Partnering Timetable	23
APPENDIX 5	
Form of Risk Register.....	25
APPENDIX 6	
Form of Order	27
APPENDIX 7	
PART 1 – Conciliation	28
PART 2 – Adjudication	28

1. PARTNERING TEAM, PARTNERING DOCUMENTS, COMMUNICATION AND ORGANISATION

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| Roles and responsibilities | 1.1 | The Partnering Team members shall work together and individually in the spirit of trust, fairness and mutual co-operation for the benefit of the Term Programme, within the scope of their agreed roles, expertise and responsibilities as stated in the Partnering Documents, and all their respective obligations under the Partnering Contract shall be construed within the scope of such roles, expertise and responsibilities, and in all matters governed by the Partnering Contract they shall act reasonably and without delay. |
| Definitions | 1.2 | All words and expressions used in the 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. |
| Partnering Documents | 1.3 | The Partnering Documents are described in the Term Partnering Agreement and 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 | 1.4 | 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. |
| Priority of Partnering Documents | 1.5 | All Partnering Documents shall be treated as complementary and it shall be the duty of all Partnering Team members to warn each other 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 for Client approval to resolve such error, omission or discrepancy fairly and constructively without adversely affecting the agreed cost or time for completion or quality of the Term Programme or any Task. In the event that any error, omission or discrepancy cannot be so resolved, then the priority between Partnering Documents shall be as set out in the Term Partnering Agreement in descending order except where all Partnering Team members agree otherwise. |
| Core Group | 1.6 | The Partnering Team members shall establish a Core Group to review and stimulate the implementation of the Term Programme, comprising the individuals named in the Term Partnering Agreement subject to changes agreed by the Partnering Team members. Each Partnering Team member shall ensure that any of its employees who are Core Group members shall attend Core Group meetings and fulfil the agreed functions of a Core Group member in accordance with the Partnering Documents. |
| Core Group meetings and decisions | 1.7 | A meeting of the Core Group members shall be convened by the Client Representative at the request of any Core Group member and otherwise as required by the Partnering Documents at not less than five (5) Working Days notice (unless all Core Group members agree a shorter period) to all Core Group members stating its agenda. Each such meeting shall be chaired by an individual to be agreed at that meeting and shall deal only with the matters listed in its agenda (unless all Core Group members agree otherwise). Decisions of the Core Group shall be by Consensus of all Core Group members present at that meeting and the Partnering Team members shall comply with any decision of the Core Group made within the scope of its agreed functions. |

Early Warning	1.8	Each Partnering Team member shall notify the others as soon as it is aware of any matter adversely affecting or threatening the Term Programme or its own performance under the Partnering Contract, and shall submit (within the scope of its agreed role, expertise and responsibilities) proposals for avoiding or remedying such matter. The Client Representative shall convene a Core Group meeting within five (5) Working Days from the date of any such notification to agree an appropriate course of action unless all Core Group members agree such course of action without a meeting.
Additional Partnering Team members	1.9	Where the Partnering Team members agree that another party offers sufficient contribution to the Term Programme to become a Partnering Team member, then such party and the Partnering Team members shall execute a Joining Agreement based on the form set out in Appendix 2 stating the Joining Party's agreed role, expertise and responsibilities and the Joining Party shall assume all the rights and obligations of a Partnering Team member as a party to the Partnering Contract from the date of such Joining Agreement.
Communications	1.10	Except as otherwise agreed in writing, all communications between Partnering Team members shall be in writing by receipted hand delivery or recorded delivery post or fax or (if the Partnering Team members have signed an appropriate procedural agreement) e-mail, in each case effective from the date of delivery to the address of the relevant Partnering Team member set out in the Term Partnering Agreement or a Joining Agreement or to such other address as a Partnering Team member shall notify to the other Partnering Team members.
Interested Parties	1.11	Subject to clause 9.3, the Partnering Team members shall establish involvement in the Term Programme by the Interested Parties as each stated in the Term Partnering Agreement.
<p>2. OBJECTIVES, PROCESSES, PARTNERING TIMETABLE, KPIs, TARGETS AND INCENTIVES</p>		
Objectives	2.1	<p>The Partnering Team members shall establish, develop and implement their partnering relationships, within their agreed roles, expertise and responsibilities and in accordance with the Partnering Documents, with the objectives of achieving for the benefit of the Term Programme and for the mutual benefit of Partnering Team members:-</p> <ul style="list-style-type: none"> (i) trust, fairness, mutual co-operation, dedication to agreed common goals and an understanding of each other's expectations and values; (ii) satisfaction of the agreed pre-conditions to implementation of the Term Programme referred to in clause 6.1; (iii) implementation of Tasks within the agreed time and price and to the agreed quality pursuant to Orders issued in accordance with clause 6; (iv) innovation, improved efficiency, cost-effectiveness, lean production, improved Sustainability and other measurable continuous improvements by means of the Processes referred to in clause 2.2 and by reference to the agreed KPIs and Targets referred to in clause 2.5; (v) commitment to people including staff and Users; (vi) any additional objectives stated in the Term Partnering Agreement.
Processes	2.2	The Partnering Team members shall implement the Value Management, Value Engineering and other Processes described in the Term Partnering Agreement and any additional or amended Processes recommended by the Core Group and agreed by the Partnering Team members.