

**PPC2000 ACA STANDARD FORM OF CONTRACT FOR PROJECT PARTNERING
AMENDMENTS MADE IN JUNE 2003 TO ORIGINAL PUBLISHED VERSION**

With the benefit of feedback and comment obtained from users of PPC2000 during the period since its first publication in September 2000, the following changes have been made to the published text in June 2003. Although these changes are numerous, the great majority of them are for the purpose only of clarification or consistency of language or to pick up minor typographical errors.



Page Reference	Text	Reason for Change
	PPC2000 PROJECT PARTNERING AGREEMENT	
Change Page iv Clause 20.13	Insert below "Clause 20.9" a new section to read:- "Clause 20.13 The Client is/is not a "contractor" for the <i>[delete as purposes of the ICTA"</i> <i>appropriate]</i>	Clarification
Page v Clauses 22.2 & 25.2	Insert below clause 22.2 and below clause 25.2 the words in square brackets " <i>Delete if not applicable]</i> "	Clarification
	PPC2000 PARTNERING TERMS	
Page 3 Clause 1.6 Lines 4 & 5	Delete "Specialist Payment Terms set out in the relevant Joining Agreement or Specialist Contract" and insert "relevant Specialist Payment Terms"	Consistency with revised definition of Specialist Payment Terms
Page 5 Clause 3.2 Line 6	Delete "delivered" and insert "effective from the date of its delivery"	Clarification
Page 5 Clause 3.5 Line 3	Insert after "notice" the words "unless all Core Group members agree a shorter period,"	Amendment to allow shorter notice of Core Group meetings
Page 5 Clause 3.6 Line 1	Delete "consensus" and insert "Consensus"	Amendment to reflect definition of Consensus
Page 6 Clause 3.7 Line 4	Insert after "and" the words "(within the scope of its agreed role, expertise and responsibilities)"	Clarification
Page 6 Clause 3.7 Lines 6 & 7	Insert in line 6 after "notification" the words "to agree an appropriate course of action", delete in lines 6 and 7 "an alternative" and insert "such", and insert in line 7 after "action" the words "without a meeting"	Clarification
Page 6 Clause 3.8 Line 8	Delete "consensus" and insert "Consensus"	Amendment to reflect definition of Consensus
Page 6 Clause 4.1 Line 2	Insert after "relationships" the words ", within their agreed roles, expertise and responsibilities and"	Clarification
Page 6 Clause 4.1(i) Line 1	Insert after "fairness" the words "mutual co-operation" and insert after "to" the word "agreed"	Consistency with clause 1.3
Page 7 Clause 4.1(vii)	Insert below clause 4.1(vi) a new clause 4.1(vii) to read:- "(vii) any other objectives stated in the Partnering Documents"	Amendment to allow additional partnering objectives
Page 8 Clause 5.4 Lines 5 & 6	Delete "and such" and insert "with input from" Delete "the Client considers"	Amendment to remove subjectivity from Consultation on objection to instruction
Page 8 Clause 5.6(i) Line 1	Insert prior to "review" the words "selection of Partnering Team members, team-building, review of the Partnering Documents and"	Clarification of Partnering Adviser role in line with Construction Industry Council Guide to Project Team Partnering

**PPC2000 ACA STANDARD FORM OF CONTRACT FOR PROJECT PARTNERING
AMENDMENTS JUNE 2003 TO ORIGINAL PUBLISHED VERSION**

Page Reference	Text	Reason for Change
Page 8 Clause 5.6(ii) Line 1	Insert after “preparation of” the words “the Project Partnering Agreement and”	Clarification of Partnering Adviser Role
Page 9 Clause 6.1 Line 4	Delete “the stages and by the dates stated in” and insert “accordance with”	Consistency with clause 6.5
Page 9 Clause 6.4 Line 1	Insert prior to “Commencement” the words “The Project Brief, the” and delete “indicate” and insert “state”	Amendment to ensure earlier information as to Site possession/access
Page 10 Clause 7.2 Line 1	Insert after “individually” the words “within their agreed roles, expertise and responsibilities and”	Clarification
Page 11 Clause 8.3(iii) Line 1	Insert after “approval” the words “, after Core Group Consultation,”	Clarification
Page 11 Clause 8.3(v) Line 7	Delete “and necessary” before “for” and insert after “for” the words “Client approval after Core Group Consultation and for,”	Clarification
Page 11 Clause 8.4 Line 7	Delete “consequence” and insert “consequence”	Typographical error
Page 11 Clause 8.5 Line 1	Delete “Design” and insert “Partnering”	Amendment to recognise wider input to pursuit of regulatory approvals
Page 12 Clause 8.6(i) Line 4	Insert after “Timetable” the words “and in any event”	Clarification
Page 13 Clause 9.3 Line 1	Delete “member of the Design Team” and insert “Partnering Team member”	Amendment to widen clarification of responsibility for designs and documents
Page 13 Clause 9.4 Lines 3 & 4	Delete “in the event of” and insert “immediately prior to”	Amendment to facilitate transfer of ownership of Intellectual Property Rights in event of bankruptcy or insolvency
Page 17 Clause 13.4(vii) Line 2	Insert after “if” the words “and when”	Amendment to ensure prompt ceasing of Pre-Possession Activities and vacation of Site upon request
Page 19 Clause 15.3(v) Line 2	Insert after “for” the words “(or for use in connection with)”	Clarification of risk in respect of loss or damage to temporary works
Page 21 Clause 17.2 Line 2	Insert after “Change” the words “(or following compliance with clause 5.4 or clause 8.11 if applicable)”	Clarification
Page 21 Clause 17.4 Line 8	Insert after “Framework, and” the words “within a further twenty (20) Working Days from expiry of the period for agreement”	Amendment to limit period for Client Representative evaluation of Change
Page 22 Clause 17.6 Line 5	Insert after “objectives” the words “within their agreed roles, expertise and responsibilities”	Clarification
Page 22 Clause 17.8 Line 2	Insert after “of the” the word “affected”	Clarification
Page 22 Clause 18.3(i) Line 2	In line 2 delete “not” and insert “except to the extent”	Consistency and clarification
Page 23 Clause 18.3(viii) Line 2	Insert after “clause 19.1” the words “, where such insurance is required to be taken out by the Constructor”	Clarification

**PPC2000 ACA STANDARD FORM OF CONTRACT FOR PROJECT PARTNERING
AMENDMENTS JUNE 2003 TO ORIGINAL PUBLISHED VERSION**

Page Reference	Text	Reason for Change
Page 24 Clause 18.3(xv) Lines 1 & 3	Insert “delay,” prior to “damage” in each of lines 1 and 3	Amendment to allow extension of time for delay by Client-appointed Specialist
Page 24 Clause 18.4 Lines 14 & 15	Insert prior to “ascertain” in line 14 the words “in its response shall”, and insert prior to “additional” in line 15 the words “fair and reasonable”	Clarification
Page 24 Clause 18.5 Line 5	Insert after “proportionate” the word “appropriate”	Clarification
Page 25 Clause 18.7 Line 4	Insert after “of its” the word “affected”	Clarification
Page 26 Clause 20.2 Line 2	Insert after “Framework” the words “and the Consultant Payment Terms and any Pre-Possession Agreement”	Clarification
Page 26 Clause 20.2 Line 5	Delete “Project Brief” and insert “Price Framework, the Consultant Payment Terms and any Pre-Possession Agreement”	Consistency
Page 27 Clause 20.7 Title	Insert after “valuations” the words “and notices”	Clarification
Page 28 Clause 20.8 Line 2	Insert after “invoice” the word “or”	Typographical error
Page 28 Clause 20.11 Line 1	Insert after “Specialists” the words “(other than Specialists appointed pursuant to clause 10.11)”	Clarification
Page 28 Clause 20.14 Lines 12 & 13	Delete “the Client Representative considers” and insert “is”	Consistency
Page 29 Clause 21.1 Line 1	Delete “has achieved” and insert “is about to achieve”	Clarification
Page 29 Clause 21.1 Line 4	Delete “appropriate” and insert “provided for in the Project Brief”	Clarification of provisions for attendance, inspection and testing
Page 29 Clause 21.2(ii) Line 1	Delete “indicating” and insert “stating”	Consistency
Page 30 Clause 21.4 Line 7	Delete “its own cost” and insert “no cost to the Client”	Clarification
Page 30 Clause 22.2 Line 2	Delete “indicated” and insert “stated”	Consistency
Page 30 Clause 22.4 Line 5	Insert after “party” the word “to”	Typographical error
Page 32 Clause 25.3 Line 1	Delete the first “The” and insert “Except for Specialist Contracts entered into with Specialist Partnering Team members, the”	Clarification
Page 32 Clause 25.4 Line 2	Insert prior to “Partnering” the word “Project”	Typographical error
Page 32 Clause 26.2 Line 12	Insert after “member” the words “(or, if that Partnering Team member is the Client, the appointment of all other Partnering Team members)”	Amendment to recognise possible Client bankruptcy or insolvency
Page 33 Clause 26.4 Line 20	After the word “Following” delete “such termination” and insert “termination of the appointment of the Constructor in accordance with this clause 26.4 or by reason of it suffering an event as described in clause 26.2”	Clarification of Client rights to complete Project in event of Constructor bankruptcy or insolvency

**PPC2000 ACA STANDARD FORM OF CONTRACT FOR PROJECT PARTNERING
AMENDMENTS JUNE 2003 TO ORIGINAL PUBLISHED VERSION**

Page Reference	Text	Reason for Change
Page 34 Clause 26.5 Line 18	Insert prior to “the Client Representative” the words “or from the date of the Client suffering an event as described in clause 26.2”	Clarification of payment rights in event of Client bankruptcy or insolvency
Page 34 Clause 26.6 Line 5	Delete “utility or statutory undertaker” and insert “statutory body or utility”	Consistency
Page 35 Clause 26.15 Line 4	Delete “and 25.5” and insert “25.5 and 26”	Clarification
Page 37 Appendix 1 Definitions	Insert after definition of “Completion Date” new definition to read:- ”Consensus - unanimous agreement following reasoned discussion;”	Amendment to clarify meaning of Consensus
Page 38 Appendix 1 Definitions	In the definition of “Design Team” insert after “Agreement” in line 1 the words “or in a Joining Agreement” and delete “together with each and all of the Joining Parties” in line 2	Amendment to recognise that not all Joining Parties will be Design Team members
Page 38 Appendix 1 Definitions	Insert in the definition of “Early Warning” prior to “the system” the words “early warning in accordance with”	Clarification
Page 42 Appendix 1 Definitions	In the definition of “Specialist Payment Terms” insert after “annexed to” in line 1 the words “the Project Partnering Agreement or to”	Amendment to recognise that Specialist Payment Terms may be annexed to the Project Partnering Agreement
Page 42 Appendix 1 Definitions	In the definition of “Working Day” in line 3 delete the word “Day” and insert “Rule”	Typographical error
Page 51 Appendix 4, Part 4 Insurance - General Section 4 Line 1	Insert after “shall” the word “knowingly”	Clarification
Page 51 Appendix 4, Part 4 Insurance - General Section 5 Line 2	Insert after “member” the words “, then subject only to any restrictions imposed by its insurers and approved in advance by all other Partnering Team members,”	Amendment to recognise insurers’ restrictions on notification of claims
Page 54 Appendix 5, Part 3 Arbitration (If Applicable) Section 2 Line 14	Insert after “named in” the words “or nominated in accordance with”	Clarification
	<p><i>Compiled and written by David Mosey of Trowers & Hamlins and issued in June 2003 by the publisher of PPC2000, the Association of Consultant Architects 98 Hayes Road Bromley BR2 9AB UK Tel: +44 (0)20 8325 1402 Fax: +44 (0)20 8466 9079 email: pubs@acarchitects.co.uk website: www.ACArchitects.co.uk</i></p>	