

SPC2000 ACA STANDARD FORM OF SPECIALIST CONTRACT FOR PROJECT PARTNERING

**AMENDMENTS made to above for the (2004 Amended) Version – available from 5 May 2004
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With the benefit of feedback and comment obtained from users of SPC2000 during the period since its publication and in order to reflect equivalent amendments in PPC2000 (Amended 2003), the following changes have been made to the published text. 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.

SPC2000 Agreement & Terms		
	Text	Reason for Change
SPC2000 Agreement		
Page ii	Insert a new bullet point after “the Specialist Timetable” to read “any Commencement Notices”;	Clarification
Page ii	Insert a new final bullet point by reference to clause 2 to read “ <i>the following other Specialist Documents</i> ”	Clarification
SPC2000 Terms		
Page 2, Heading of Contents List	Delete “Partnering” and insert “Specialist”.	Consistency with defined term.
Page 4 Clause 3.2 Line 6	Delete “delivered” and insert “effective from the date of its delivery”.	Clarification
Page 4 Clause 3.3 Line 4	Insert after “and” the words “(within the scope of its agreed role, expertise and responsibilities)”.	Clarification
Page 5 Clause 4.1 Line 2	Insert after “relationship” the words “, within their agreed roles, expertise and responsibilities and”.	Clarification
Page 5 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 5 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 Specialist Documents”.	Amendment to allow additional partnering objectives.
Page 6 Clause 5.2 Lines 5 and 6	Delete “and such” and insert “with input from”. Delete “either of them may consider”.	Amendment to remove subjectivity from Consultation on objection to instruction.
Page 10 Clause 9.3 Line 1	Delete “not” and insert the word “nor”.	Typographical error.
Page 10 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 10 Clause 9.4 3 rd line & last line.	After the words “the Constructor”, insert “(or to the Client if the specialist has executed the Partnering Contract or a Joining Agreement)”; and insertion of the same words in brackets after “the Constructor” in the last line.	
Page 12 Clause 13.4(vii) Line 2	Insert after “if” the words “and when”.	Amendment to ensure prompt ceasing of Specialist Pre-Possession Activities and vacation of Site upon request.

SPC2000 Agreement & Terms		
	Text	Reason for Change
Page 13 Clause 15.2, 3 rd Line	Insert after the words “Specialist Works” the words “(or the relevant part specified in each Commencement Notice)”	Clarification
Page 15 Clause 17.2 Line 2	Insert after “Change” the words “(or following compliance with clause 5.2 or clause 8.8 if applicable)”.	Clarification.
Page 15 Clause 17.4 Line 8	Insert after “Terms, and” the words “within a further twenty (20) Working Days from expiry of the period for agreement”.	Amendment to limit period for Constructor evaluation of Specialist Change.
Page 16 Clause 17.6 Line 5	Insert after “objectives” the words “within its agreed role, expertise and responsibilities”.	Clarification.
Page 17 Clause 18.3(viii) Line 2	Insert after “clause 19.1” the words “, where such insurance is required to be taken out by the Specialist”.	Clarification.
Page 18 Clause 18.3(xv) Lines 1 + 6	Insert “delay,” prior to “damage” in each of lines 1 and 6.	Amendment to allow extension of time for delay by Constructor, other Partnering Team members and other Specialists.
Page 18 Clause 18.4 Line 14	Insert prior to “shall ascertain” the words “in its response”.	Clarification.
Page 18 Clause 18.5 Line 5	Insert after “proportionate” the word “appropriate”.	Clarification.
Page 22 Clause 20.12 Line 12	Delete “the Constructor considers” and insert “is”.	Consistency.
Page 22 Clause 21.1 Line 1	Delete “have achieved” and insert “are about to achieve”.	Clarification.
Page 23 Clause 21.2(ii) Line 1	Delete “indicating” and insert “stating”.	Consistency.
Page 23 Clause 21.4 Line 8	Delete “its own cost” and insert “no cost to the Constructor”.	Clarification.
Page 23 Clause 22.2 Line 1	Delete “indicated” and insert “stated”.	Consistency.
Page 27 Clause 26.7 – margin note	Insert after the words “insolvency or” the words “breach or”	Clarification
Page 27 Clause 26.8 Line 5	Delete “utility or statutory undertaker” and insert “statutory body or utility”.	Consistency.
Page 31 Appendix 1 - Definitions	Insert in the definition of “Early Warning” prior to “the system” in line 1 the words “early warning in accordance with”.	Clarification.
Page 41 Appendix 3, Part 4 Insurance – General Section 4 Line 1	Insert after “shall” the word “knowingly”.	Clarification.
Page 41 Appendix 3, Part 4 Insurance – General Section 5, Line 2	Insert after “party” the words “, then subject only to any restrictions imposed by its insurers and approved in advance by the other party,”.	Amendment to recognise insurers’ restrictions on notification of claims.
Page 44 Appendix 4, Part 3 Arbitration (If Applicable) Section 2 Line 13	Insert after “named in” the words “or nominated in accordance with”.	Clarification.