

	JCT Constructing Excellence	NEC3 with Secondary Partnering Option X12	PPC2000
<b>Form</b>	This is a single form that is intended to engage the entire supply chain in a series of bilateral contracts to carry out works or services. Project team members may enter into an optional multilateral project team agreement (PTA), which deals with how the team works together. It sets out how the team should go about resolving disputes, and includes an optional pain and gain sharing mechanism.	<b>A partnering option for use only with the NEC3 family of bilateral contracts, including the engineering construction contract (ECC) and the professional services contract (PSC). X12 sets out the obligations of the project partners to one another, the role of the core group and provides for incentivisation through key performance indicators (KPIs).</b>	A multilateral project partnering agreement between the partnering team members (the client, contractor, consultants and specialist subcontractors) for use in the entire duration of the project, including the preconstruction phase. Works on site are enabled by a commencement agreement, signed by all partnering team members when design and price certainty and other preconditions are achieved.
<b>Collaborative statement</b>	<b>The purchaser and the supplier and the parties to the PTA will “work together with each other and with all other project participants in a co-operative and collaborative manner in good faith and in the spirit of mutual trust and respect”.</b>	The employer, the contractor, the project manager and the supervisor (under each bilateral contract) and the partners (under X12) will “act in a spirit of mutual trust and co-operation”.	<b>The partnering teams members will “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”.</b>
<b>Duty of care</b>	Limited to what is stated in each bilateral contract.	<b>Limited to what is stated in each bilateral contract.</b>	Unless specified otherwise in the commencement agreement, all partnering team members have a mutual duty of care.
<b>Project management</b>	<b>The project team advises over most aspects of the project to fulfil the objective of “guiding the successful delivery of the project through its design and construction”. The project team members and suppliers must give due consideration to the project team’s recommendations.</b>	The core group acts and takes decisions on behalf of the partners on matters stated in the partnering information, which specifies how the partners work together. There is also a project manager and a supervisor.	<b>The core group reviews and stimulates the progress of the project and the implementation of the PPA and makes decisions by unanimous agreement that must be complied with by the partnering team members. There is also a client representative and a partnering adviser.</b>
<b>Risk management</b>	Identification of risks through a risk register (non-contractual) and allocation of risks through a risk allocation schedule (contractual).	<b>A single project risk register that identifies and allocates risks.</b>	The contractor is primarily responsible for risk management, except as otherwise agreed, and must use its best endeavours to minimise any delay or increased cost in the project.
<b>Extensions of time (EoT) and claims for more money</b>	<b>Risks that are not reasonably foreseeable, beyond the control of the supplier and not referred to in the risk allocation schedule are relief events. Time and financial consequences of relief events are shared equally between the supplier and the purchaser unless stated otherwise.</b>	The ECC and PSC list 19 compensation events and oblige the contractor/consultant to give an early warning of such events. If the contractor/consultant fails to give an early warning that could have been given, entitlement to an EoT or more money will be assessed as if an early warning had been given in respect of the event.	<b>The PPA lists 16 events that may entitle the contractor to an EoT, subject to its compliance with its obligation to notify the client representative. Additional site overheads are recoverable by the contractor as agreed with the client representative if an EoT is granted. Additional work or expenditure may be recoverable for some events only if an EoT is not granted.</b>
<b>Performance monitoring</b>	Input and output KPIs measured by the purchaser or the project team (if the supplier is a project team member).	<b>Collective or individual incentivisation of partners through KPIs. No negative financial adjustment if targets are not achieved.</b>	Each partnering team member’s performance is assessed by the core group against agreed KPI targets and data provided on an open-book basis.
<b>Pain and gain sharing</b>	<b>Under the PTA only, the project team members share any excess or shortfall to the target cost as specified.</b>	Under a target cost contract only, the contractor shares any excess or shortfall between the target price tendered and the price for work done to date.	<b>Savings against the agreed maximum price are shared between the parties as stated in the commencement agreement.</b>