

Clause	Amendment	Comment
Clause 4.2	This clause now refers to amended definitions, regarding Permitted Borrowing, in line with SoPC v3. The amendments reflect revisions to the NHS Standard Form contract version 3 as per DoH (PFU), May 2004.	<p>The Board is seeking to implement the terms of SoPC v3 so far as it can since these are an SEHD requirement for this Project:</p> <ul style="list-style-type: none"> • consistent with the requirement on the Board not to amend the SEHD Standard Form except as agreed or permitted (for Project-specific reasons), and • whilst also recognising that SEHD has still to release its mandatory revisions to the SEHD Standard Form to reflect SOPC v3.
Clauses 5.6 and 5.7	<p>New clauses to reflect provisions of Joint Working Arrangements.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.¹</p>	Project specific provision: since the Board will be providing certain Soft FM, Joint Working Arrangements will regulate the interface between Board staff, Board contractors and staff providing services under the Agreement.
Clause 6.1	<p>Sub-Clause 6.1.2 has been added regarding operational car parking facilities at any part of the site.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	Project specific provision- Project Co will be responsible for the construction of the car parking facilities but the Board will retain responsibility for the operation of such facilities.

¹ The Board recognises that such SEHD indicative acceptance has been on an informal basis to date.

Clause	Amendment	Comment
Clause 7.1	<p>Clause 7.1 has been included detailing Project Co warranties.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	<p>Project specific warranties by Project Co are included.</p>
Clause 8.2.2	<p>Insertion of “the Board’s Retained Services” after “Services” in line 4.</p> <p>SEHD indicative approval 21/07/04 to informal Board submission.</p>	<p>Project specific change to the Standard Form because this Project is “Hard FM” only</p>
Clause 8.7.7	<p>Deletion of Standard Form sub-clause cross-referring to circumstances described in Clause in 15.3 (Ground Conditions and Contamination).</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	<p>Sub-clause not required since Clause 15.3 has been deleted (see below at 15.3).</p>
Clause 10.1	<p>Deletion of “Subject to Clause 7”.</p> <p>SEHD indicative approval 14/06/04 to supplementary informal Board submission.</p>	<p>Clause 7 of the Standard Form allows Project specific provisions to be developed. Under Clause 7 of the PA for this Project, the Board does not give any warranties nor grant Project Co any rights. On that basis, the words “Subject to Clause 7” create an uncertainty as to how Clause 10 might be subject to Clause 7 which should be addressed (by their deletion).</p>

Clause	Amendment	Comment
Clause 14	<p>Clause 14 version 1 Grant of Lease has been deleted.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	<p>The alternative Clauses 14.1-14.6 of the Standard Form are used as composite trader tax treatment is adopted.</p> <p>Project specific provision- a new Clause 14.5 has been inserted which concerns Project Co's inspection of the title deeds.</p>
Clauses 15.3 and 15.4	<p>These Clauses referring to ground condition and contamination have been deleted.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	<p>Project specific provision- the Board do not require this provision is not needed for the Project as Project Co has been able to benefit from a survey of the Site.</p>
Clause 16.1 and 16.2	<p>A new Clause 16.2 has been added, to which Clause 16.1 is subject.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	<p>Project specific provisions required since the application for a fire certificate in respect of the new Maternity Unit is to be made by the occupier of the Facilities. This clause provides for the Board making that application, but with Project Co retaining responsibility for carrying out all tasks (including production of drawings and information) associated with the application.</p>

Clause	Amendment	Comment
Clause 17.3	<p>The Standard Form provisions have been amended to provide that:</p> <p>For two years following the Actual Completion Date the parties shall monitor the actual energy consumption at the Facilities in accordance with an agreed procedure with a view to ascertaining whether and to what extent the thermal and energy efficiency of the Facilities meets the contracted requirements.</p> <p>If there is any indication that the thermal and energy efficiency of the Facilities fails to meet these requirements, the parties shall jointly investigate the matter to determine the cause of such failure either in the manner agreed between them or in such manner as may be determined in accordance with the <i>Dispute Resolution Procedure</i>.</p> <p>SEHD indicative approval 14/06/04 to supplementary informal Board submission.</p>	<p>Project specific change made by the Board, to accommodate agreed energy risk allocation arrangements.</p> <p>The Board noted the guidance in Footnote 32 to the Standard Form.</p> <p>This provision was amended with input from technical advisers rather than in reliance on legal advice.</p> <p>The Standard Form wording requires to be completed expressly to include data for a relevant local area. The Board received advice that for the Facilities, these provisions would retain the Standard Form risk position in a preferable manner for this Project.</p>
Clause 17.7.1	<p>The cross-reference has been corrected from paragraph “3.3” to “4.1 and 4.3.1”.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	<p>Alternative more extensive revisions discussed through the Board’s informal submissions were not preferred since the Board wished to make minimal change to the Standard Form.</p>

Clause	Amendment	Comment
Clause 17.8	<p>This has been amended so that the proposals not only need to meet the Board’s Construction Requirements but “and/or the Service Level specifications”.</p> <p>SEHD indicative approval 14/06/04 to supplementary informal Board submission.</p>	<p>This extends the Board’s protection under this provision to the Services as well as the Works.</p> <p>It is an important amendment given the nature of how Construction Requirements and other technical requirements have been formulated in detail for this Project, and to that extent the change is Project-specific for technical and not legal reasons.</p>
Clause 17.8.1	<p>This clause has been amended to provide that Project Co’s Proposals “and the Works” shall satisfy the Board’s Construction Requirements</p> <p>SEHD indicative approval 14/06/04 to supplementary informal Board submission.</p>	<p>This extends the Board’s protection under this provision to the Services as well as the Works.</p> <p>This amendment reflects the need for the Works as well as Project Co’s Proposals to satisfy the Board’s Construction Requirements. Without this change, and unless other changes were made to Clause 17.1 and potentially elsewhere, Project Co might not be so clearly required to rectify the Works (in addition to amending Project Co’s Proposals). Such wider changes would have had a greater impact on the Standard Form and were therefore not adopted by the Board.</p> <p>This change was made based in part on input from technical advisers and is accordingly Project-specific for technical and not legal reasons. AHL have accepted the Board’s current drafting in this regard without qualification.</p>

Clause	Amendment	Comment
Clause 21	<p>This Clause has been added with regard to the provision of medical equipment (covered by Part 13 of the Schedule to the Project Agreement).</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	Project specific provision.
Clause 22	<p>Alternative Clause 22.1A for multi-phased projects has been deleted and the rest of the clause has been amended throughout by the removal of any reference to the Completion Process or Completion Criteria.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	Project specific provision.
Clause 22.7	<p>Alternative Clause 22.7A for multi-phased projects has been deleted.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	Project specific provision.
Clause 22.15	<p>Alternative Clause 22.15A for multi-phased projects has been deleted.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	Project specific provision.

Clause	Amendment	Comment
Clause 22.17	<p>Clause 22.17 has been amended to require Project Co to provide the Board with all drawings required by the Scottish Health Technical Note 1 and the “Handover Checklist for Buildings”.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	Project specific provision.
Clause 23.1	<p>This has been amended by the inclusion of “(or within such other period as may be agreed between the parties (acting reasonably) at the time of agreement of the Final Commissioning Plan pursuant to Clause 22.1)”.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	This change retains Board control but reflects AHL’s proposal that the length of time required to complete post-completion commissioning should be reviewed when the Final Commissioning Programme is being agreed.
Clause 23.5	<p>Amended to oblige Project Co to make available to the Board’s Representatives copies in English of all suppliers’ and manufacturers’ manuals.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	Project specific provision strengthening the Board’s position.
Clause 23.6	<p>This clause has been deleted regarding Decanting, Decommissioning and Equipment Transfer as this is not a multi-phased project.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	Project specific provision.

Clause	Amendment	Comment
Clause 26	<p>This clause has been deleted.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	<p>Project specific change- no Project Co obligation to provide information technology.</p>
Clause 27.1A	<p>This clause has been deleted.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	<p>Project specific provision- Project Co will not be supplying Interim Services.</p>
Clause 27.2	<p>This clause has been added to give Project Co the sole and exclusive right and obligation to provide the Services from the actual completion date until the earlier of the expiry date or date of termination of the Agreement.</p> <p>SEHD indicative approval 14/06/04 to supplementary informal Board submission.</p>	<p>This develops the blank provisions in the Standard Form in line with the terms of Standard Form footnote 59, requiring the Board to develop provisions expressly setting out when the Services are to commence having regard to any phasing (there is no phasing in of Services for this Project).</p>
Clause 27.5	<p>This has been amended to oblige Project Co not to disrupt the operation of the Facilities at the (rest of Crosshouse) Hospital as well.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	<p>Project specific provision.</p>

Clause	Amendment	Comment
Clauses 27.6 and 27.7	<p>Additional clauses have been added to regulate utility contracts for gas and electricity.</p> <p>SEHD indicative approval 14/06/04 to supplementary informal Board submission.</p>	<p>The Board has received confirmation from its electricity suppliers that having a separate electricity supply for the maternity facilities (as the Standard Form anticipates) would be unsafe and is therefore not possible. The danger is that having another existing supply for Crosshouse Hospital creates the risk of (harmful) accidental connection of these two systems. Instead utilities have confirmed to the Board that the main adjacent hospital supply should also be used for the Project Facilities. This is therefore a Project-specific change.</p>
Clause 28.3.1	<p>This has been amended to specifically refer to “the nature and extent” of the works.</p> <p>SEHD indicative approval 14/06/04 to supplementary informal Board submission.</p>	<p>Based on the Board’s technical advice, this change clarifies what information is required about Programmed Maintenance.</p>
Clause 29.3	<p>Service Points have been replaced by Deductions and the performance of a Service in any month is measured in accordance with the Performance Monitoring System and the Payment Mechanism.</p>	<p>This allows a clear link between the payment mechanism and the monitoring procedures, whereby the payment mechanism sets financial incentives on Project Co and these are used to determine its overall performance. Project specific provisions developed to reflect the Board’s preferences relating to the detailed operation and application of the Payment Mechanism for the new PFI Facilities.</p>

Clause	Amendment	Comment
Clause 29.4	A new Clause 29.4.2 has been added. This provides for three types of accrued deductions for which written notice may be given.	The drafting allows for the Board formally to state its concerns in three areas – very poor individual month, poor performance over a series of months and persistence in the longer term of minor faults. Project specific provisions developed to reflect the Board’s preferences relating to the detailed operation and application of the Payment Mechanism for the new PFI Facilities.
Clauses 29.4A, 29.4B, 29.4C	These new clauses refer to the procedure of service of warning notices that the Board are entitled to serve on Project Co.	The drafting allows for a clear method of escalation of monitoring, without creating “hair trigger” termination provisions for Project Co. Project specific provisions developed to reflect the Board’s preferences relating to the detailed operation and application of the Payment Mechanism for the new PFI Facilities.
Clause 29.6	The sub-clause relating to accrual of Service Failure Points has been deleted.	The drafting limits the Board’s opportunity to step in as the warning notice system described in 29.4 should provide the incentive for the contractor to rectify any performance issues. Project specific provisions developed to reflect the Board’s preferences relating to the detailed operation and application of the Payment Mechanism for the new PFI Facilities.

Clause	Amendment	Comment
Clause 29.9	The last part of this Clause has been deleted- Project Co's right to demonstrate to the reasonable satisfaction of the Board that it has performed its obligations has been removed.	The drafting is appropriate in the context of a "Hard FM" only project. Project specific provisions developed to reflect the Board's preferences relating to the detailed operation and application of the Payment Mechanism for the new PFI Facilities.
Clause 30	<p>This Clause has been substantially deleted to reflect the fact that there are to be no TUPE transfers.</p> <p>However, a new clause 30.2 provides for the subsequent agreement or determination that TUPE transfers will take place.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	Project specific provisions reflecting proposed staffing arrangements.
Clause 31	<p>This clause is not used on the basis there are no TUPE transfers.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	Project specific provision reflecting proposed staffing arrangements.
Clause 32.9	<p>This is not used as there will be no Retained Staff.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	Project specific provision.

Clause	Amendment	Comment
Clauses 32.18 – 32.22	<p>New clause 32.19 makes provision for health-check questionnaires for those employees not falling within Clause 32.18- the Parties have agreed that Project Co shall procure full health screening for permanent site staff and a system of obtaining health check questionnaires utilised for non-permanent staff.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	Project specific provision reflecting proposed staffing arrangements.
Clause 34	<p>Value or Market Testing Clause not used.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	Project specific change.
Clause 35.1	<p>All reference to Interim Service Payments and Interim Service Requirements have been removed.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	Project specific provision- Project Co will not be supplying Interim Services.
Clause 35.2	<p>This Clause requires the Board to make payment to Project Co by the last Business Day in accordance with the provisions of Part 18 of the Schedule (Payment Mechanism) and the other detailed provisions covering invoicing arrangements.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	Project specific provision. The Board has included Project specific provisions on invoicing since Clause 35.2 of the Standard Form is to be developed on a Project specific basis.

Clause	Amendment	Comment
Clause 36.8	<p>This Clause has been amended to require that Project Co shall submit to the Board not less than 10 Business Days prior to commencement of the Works or to the expiry or amendment of any relevant insurance policy a request for approval from the Board of the insurance and principal terms and conditions of any insurance policies.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	Project specific provision.
Clause 36.12.3	<p>The definition of “Uninsurable Risk” has been amended in line with SoPC v3 as follows: -</p> <p>“Uninsurable Risk means a risk against which Project Co is required to insure by Clause 36.1 or 36.2 (other than any risks insured under any professional indemnity insurances) and for which, after the date of this Agreement:</p> <p>(a) insurance is not available within the Worldwide insurance market with reputable insurers of good standing in respect of that risk; or</p> <p>(b) the terms and/or conditions offered in respect of that risk are such that the risk is not generally being insured against in the Worldwide insurance market with reputable insurers of good standing,</p>	<p>The Board is seeking to implement the terms of SoPC v3 so far as it can since these are an SEHD requirement for this Project:</p> <ul style="list-style-type: none"> • consistent with the requirement on the Board not to amend the SEHD Standard Form except as agreed or permitted (for Project-specific reasons), and • whilst also recognising that SEHD has still to release its mandatory revisions to the SEHD Standard Form to reflect SOPC v3.

Clause	Amendment	Comment
	<p>to the extent that Project Co has demonstrated to the Board that Project Co and a prudent board of directors of a company operating the same or substantially similar PFI business in the United Kingdom to that operated by Project Co would in similar circumstances (in the absence of the type of relief envisaged by Clause 36.13.2) be acting reasonably and in the best interests of the company if they resolved to cease to operate such businesses as a result of that risk becoming Uninsurable, taking into account inter alia (and without limitation) the likelihood of the uninsurable risk occurring (if it has not already occurred) , the financial consequences for such company if such uninsurable risk did occur (or has occurred) and other mitigants against such consequences which may be available to such company;”</p>	
Clause 36.16	In line 2 “party” to replace “parties”.	<p>The Board is seeking to implement the terms of SoPC v3 so far as it can since these are an SEHD requirement for this Project:</p> <ul style="list-style-type: none"> • consistent with the requirement on the Board not to amend the SEHD Standard Form except as agreed or permitted (for Project-specific reasons), and • whilst also recognising that SEHD has still to release its mandatory revisions to the SEHD Standard Form to reflect SOPC v3.

Clause	Amendment	Comment
Clause 36.18	<p>This clause is clarified so that only property related insurance monies are required to be paid into the Insurance Proceeds Account/regulated by the IPAA.</p> <p>SEHD indicative approval 21/07/04 to supplementary informal Board submission.</p>	<p>Standard Form (Footnote 110) requires Boards to determine which insurance policies are to have insurance proceeds paid in accordance with this Clause 36.18 (Project Specific).</p>
Clause 36.19.2	<p>In final line “consequent” to replace “consequence”.</p>	<p>The Board is seeking to implement the terms of SoPC v3 so far as it can since these are an SEHD requirement for this Project:</p> <ul style="list-style-type: none"> • consistent with the requirement on the Board not to amend the SEHD Standard Form except as agreed or permitted (for Project-specific reasons), and • whilst also recognising that SEHD has still to release its mandatory revisions to the SEHD Standard Form to reflect SOPC v3.

Clause	Amendment	Comment
Clause 36.24	<p>New Clause 36.24 is as follows:</p> <p style="text-align: center;"><i>Insurance Premium Increase Risk Sharing Mechanism</i></p> <p>36.24.1 In the event that the aggregate actual costs of maintaining insurances pursuant to Clause 36.2 incurred by Project Co in any Contract Year (the Actual Annual Cost of Insurance) differs from the Modelled Insurance Cost then such difference (Premium Change) shall be allocated between Project Co and the Board in accordance with the following table so that where the Actual Annual Cost of Insurance (expressed as a percentage of the Modelled Insurance Cost in the relevant Contract Year) falls within a band in column 1 of such table, liability for the entire Premium Change shall be borne, enjoyed or shared between the parties according to the relevant percentages set out in columns 2 and 3.</p>	<p>The parties have agreed a benchmarking arrangement in relation to insurance premiums. This is based on continuing market uncertainty and the inability to secure long term insurance cover.</p> <p>Both construction and operational phase insurances will be benchmarked immediately prior to financial close. If there are any increases from the modelled costs these would be at the Board's risk. The operational phase insurances would be benchmarked again immediately prior to the services commencement date and Project Co would pass through any increases.</p> <p>Thereafter, an annual benchmarking arrangement has been agreed with a sharing of any cost increases ahead of RPI based indexation.</p>

Clause	Amendment	Comment
	<p>Column 1 Column 2 Column 3</p> <p>Actual Annual Cost of Insurance as a percentage of the Modelled Insurance Cost</p> <p>Percentage of Annual Premium Change allocated to Project Co Percentage of Annual Premium Change allocated to the Board</p> <p>300% or above</p> <p>See Clause 36.24.5</p> <p>200% to less than 300%</p> <p>10% 90%</p> <p>150% to less than 200%</p> <p>25% 75%</p> <p>125% to less than 150%</p> <p>50% 50%</p> <p>100% to less than 125%</p> <p>100% 0%</p> <p>75% to less than 100%</p> <p>50% 50%</p> <p>51% to less than 75%</p> <p>25% 75%</p> <p>FILENAME \p D:\FBCmaternityContractSummaryLegalV2Appendix13.doc 50% or less</p> <p>10% 90%</p>	

Clause	Amendment	Comment
	<p>36.24.3 Where (following application of the above table) the Actual Annual Cost of Insurance, expressed as a percentage of the Modelled Insurance Cost, is greater than or equal to 125%, the Board shall pay a sum equating to the relevant percentage of the Annual Premium Change allocated to the Board under column 3 of the same to Project Co not later than 5 Business Days after the Annual Premium Change is agreed or (failing agreement) not later than 5 Business Days after the determination of the same pursuant to the Dispute Resolution Procedure.</p> <p>36.24.4 Where (following application of the above table) the Actual Annual Cost of Insurance, expressed as a percentage of the Modelled Insurance Cost, is less than or equal to 100%, the Board shall (without prejudice to the generality of its rights pursuant to Clause 35.7) be entitled to deduct from the instalment of the Service Payment next occurring after the Annual Premium Change is agreed or (failing agreement) after the determination of the same pursuant to the Dispute Resolution Procedure, an amount equating to the relevant percentage of the Annual Premium Change allocated to the Board under column 3 of the same.</p>	

Clause	Amendment	Comment
	<p>36.24.5 Where (following application of the above table) the Actual Annual Cost of Insurance, expressed as a percentage of the Modelled Insurance Cost, is 300% or more, Project Co's obligation to insure pursuant to Clause 36.2 shall be suspended pending the parties agreeing such reduction in the scope of the insurances to be maintained as may be fair and reasonable in all the circumstances.</p> <p>SEHD indicative approval 14/06/04 to supplementary informal Board submission.</p>	
Clause 36.25	<p>A further provision regulates responsibility between the Board and Project Co for certain liabilities arising from malicious damage (to be covered by Project insurance).</p> <p>SEHD indicative approval 14/06/04 to supplementary informal Board submission.</p>	<p>These provisions have been developed partly because this is a "Hard FM" only project and also to increase value for money.</p>
Clause 37	<p>Reference to the Custodian and the Custody Agreement have been deleted.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	<p>Project specific change.</p>

Clause	Amendment	Comment
Clause 38.3	<p>Reference is made to compliance with the Patients' Charter or any document replacing it.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	Project specific provision.
Clause 42.9	This clause has been amended so that the occurrence of a Relief Event shall not entitle Project Co to any compensation or "relief from deductions under the Payment Mechanism".	This change clarifies that AHL would not enjoy relief from deductions except to the extent the Payment Mechanism permits. To the extent this is wording for the avoidance of doubt only, it does not change the Standard Form or the Payment Mechanism, only clarify its meaning.
Clause 44.1.9	As a consequential amendment to the changes suggested to Clause 29.4 above, "Clause 29.4.2" (in line 1) should read "Clauses 29.4.2 to 29.4.4".	Project Specific provisions developed to reflect the Board's preferences relating to the detailed operation and application of the Payment Mechanism for the new PFI Facilities.
Clause 44.3	Clause 44.3 final sub-clause has been deleted.	This right of termination is superseded by the Project specific Payment Mechanism provisions developed by the Board.
Clause 44.6	<p>Removal of reference to Market Testing.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	See Clause 34 above.
Clause 47.4.1 (ii)	This has been amended to ensure the Board may continue with installation of equipment.	Project specific provision.

Clause	Amendment	Comment
	SEHD indicative approval 08/06/04 to informal Board submission.	
Clause 47.4.2	<p>The provisions of this clause have been extended so that the Board may elect to include Equipment installed in the Facilities and that Project Co shall procure that all steps are taken to transfer the Equipment in the Board free from security or other interest. This also provides that Project Co shall remove the Equipment from the Facilities leaving the fabric of the building In a safe secure good and tidy state of repair.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	Project specific provision.
Clause 47.4.2	<p>The words "all encumbrances" in line 2 of Clause 47.4.2 have been replaced by the words "any Encumbrance".</p> <p>SEHD wording 14/07/04 to supplementary informal Board submission.</p>	Revised wording reflects a change proposed by SEHD.
Clause 47.4.4	<p>The words "security interest with full title guarantee" in lines 5 and 6 of Clause 47.4.4 have been deleted and replaced with the word "Encumbrance".</p> <p>SEHD wording 14/07/04 to supplementary informal Board submission.</p>	Revised wording reflects a change proposed by SEHD.
Clause 47.4.6	The words "with full title guarantee" in line 5 of Clause 47.4.6 have been deleted and replaced with the words "free from any	Revised wording reflects a change proposed by SEHD.

Clause	Amendment	Comment
	<p>Encumbrance”.</p> <p>SEHD wording 14/07/04 to supplementary informal Board submission.</p>	
Clause 47.4.7	<p>This clause has been amended so that it refers to records that were in Project Co and/or Service Providers possession or control at the date of termination of the Agreement.</p> <p>SEHD indicative approval 01/07/04 to supplementary informal Board submission.</p>	<p>This is a project specific amendment- the Project is Hard FM only and therefore there are no TUPE transfers as dealt with by Clause 30 of the Standard Form. Clause 30 of the Standard Form is partially deleted, so a cross-reference to information required by Clause 30 would not suffice.</p>
Clause 47.4.8	<p>This new clause provides for Project Co to warrant that it has maintained the records referred to in clause 47.4.7 as required by law.</p> <p>SEHD indicative approval 01/07/04 to supplementary informal Board submission</p>	<p>This is a project specific amendment- the Project is Hard FM only and therefore there are no TUPE transfers as dealt with by Clause 30 of the Standard Form. Clause 30 of the Standard Form is partially deleted, so a cross-reference to information required by Clause 30 would not suffice.</p>

Clause	Amendment	Comment
SCHEDULE		
Part 1- Definitions	<p>"Encumbrance" has been added to the definitions for the Project Agreement and defined as follows: "Encumbrance" includes any option, right of pre-emption, pledge, security, interest, lien, charge, mortgage, lease, licence, claim, condition, retention or other encumbrance or restriction whether imposed by agreement, by law or otherwise;</p> <p>SEHD wording 14/07/04 to supplementary informal Board submission.</p> <p>The Board has amended certain definitions to conform to the revisions to the NHS Standard Form contract version 3 as per DoH (PFU), May 2004.</p> <p>Please see Annex 1 to this Appendix 13.</p>	
Part 6- Funders Direct Agreement	<p>The Board has amended the Standard Form Funder's Direct Agreement to conform to the revisions to the NHS Standard Form contract version 3 (for that direct agreement) as per DoH (PFU), May 2004.</p> <p>Please see Annex 1 to this Appendix 13.</p>	<p>The Board is seeking to implement the terms of SoPC v3 so far as it can since these are an SEHD requirement for this Project:</p> <ul style="list-style-type: none"> • consistent with the requirement on the Board not to amend the SEHD Standard Form except as agreed or permitted (for Project-specific reasons), and • whilst also recognising that SEHD has still to release its mandatory revisions to the SEHD Standard Form to reflect SOPC v3.

Clause	Amendment	Comment
Part 10- Review Procedure: Table B	<p>Details of the Area of the Facilities and Permitted Hours for Programmed Maintenance.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	Project specific changes.
Part 13- Equipment	<p>Group 1 and Group 2 Equipment details.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	Project specific provisions.
Part 18- Payment Mechanism	Payment Mechanism excludes standard provisions relating to the effect of value testing on the annual service payment, a bedding in period for the commencement of services, the concept of Key Units or Volume Adjustments relating to certain soft services.	Project specific changes.
Part 22- Section 4: Small Works	This Section now provides an alternative to the standard form mechanism of calculating the value of Small Works which is “the fixed price agreed for works identified by type in a schedule proposed by the Board not later than forth (40) Business Days prior to commencement of the relevant Contract Year”.	Project specific provision.
Part 23- Compensation on Termination	The Board has amended the Standard Form Schedule 23 relating to Compensation on Termination to conform to the revisions to the NHS Standard Form contract version 3 as per DoH (PFU),	The Board is seeking to implement the terms of SoPC v3 so far as it can since these are an SEHD requirement for this Project:

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	May 2004.	<ul style="list-style-type: none"> consistent with the requirement on the Board not to amend the SEHD Standard Form except as agreed or permitted (for Project-specific reasons), and whilst also recognising that SEHD has still to release its mandatory revisions to the SEHD Standard Form to reflect SOPC v3.
Part 24- Handback Procedure: paragraph 1.1	<p>This paragraph sets out the condition in which the Board expects the element and/or elements of the Facilities to be in, defined as Handback Requirements.</p> <p>SEHD indicative approval 14/06/04 to supplementary informal Board submission.</p>	<p>Project specific changes.</p> <p>The Standard Form requires the Board to set the Handback Requirements as the Board has done.</p> <p>The Standard Form definition of what the Handback Requirements are was not clear to the Board on taking technical advice, and therefore this was amended following technical advice, to maximise clarity for the Board and Bidders on the critical issue of what standard the Facilities are to be in at handback and the financial responsibility for achieving this.</p>
Part 24- Handback Procedure: paragraph 3.5	<p>The Board has the right to withhold a percentage of the Service Payments as a retention pending completion of the Handback Works- the Withheld Amount.</p> <p>SEHD indicative approval 14/06/04 to supplementary informal Board submission.</p>	Project specific provision.
Part 26-	This paragraph lists certain disputes to which the Liaison	Project specific provision.

Clause	Amendment	Comment
Section 1: Paragraph 1	<p>Committee and Mediation provisions in paragraphs 3 and 4 do not apply.</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	
Part 26- Section 1: Paragraph 5	<p>The provision in relation to the appointment of an Expert is excluded and replaced with a provision in relation to Adjudication (see also Section 2).</p> <p>SEHD indicative approval 08/06/04 to informal Board submission.</p>	Project specific change.
Part 29- Refinancing	<p>The Board has amended the Standard Form Schedule 29 relating to Refinancing to conform to the revisions to the NHS Standard Form contract version 3 as per DoH (PFU), May 2004.</p> <p>See Annex 2 to Appendix 13 attached.</p>	<p>The Board is seeking to implement the terms of SoPC v3 so far as it can since these are an SEHD requirement for this Project:</p> <ul style="list-style-type: none"> • consistent with the requirement on the Board not to amend the SEHD Standard Form except as agreed or permitted (for Project-specific reasons), and • whilst also recognising that SEHD has still to release its mandatory revisions to the SEHD Standard Form to reflect SOPC v3.