

ENGINEERING AND CONTRACTOR SUBCONTRACT

Option X29 Climate Change

Identified and defined terms	X29	(1) The Climate Change Requirements are the requirements relating to climate change stated in the Subcontract Scope.
	X29.1	(2) The Climate Change Plan is the <i>climate change plan</i> or is the latest climate change plan accepted by the <i>Contractor</i> . The latest climate change plan accepted by the <i>Contractor</i> supersedes previous Climate Change Plans.
		(3) The Climate Change Partners are the people or organisations who contribute to the achievement of the Climate Change Requirements and are identified in the Climate Change Requirements.
		(4) The Performance Table states the targets the <i>Subcontractor</i> is to achieve in Providing the Subcontract Works and sets out the adjustment to payment if a measured performance is higher, the same or lower than its target. The Performance Table is the <i>performance table</i> unless later changed in accordance with the subcontract.
Collaboration	X29.2	The <i>Subcontractor</i> collaborates with other Climate Change Partners as stated in the Climate Change Requirements.
Early warning	X29.3	The <i>Subcontractor</i> and the <i>Contractor</i> give an early warning by notifying the other as soon as either becomes aware of any matter which could adversely affect the achievement of the Climate Change Requirements.
Climate change plan	X29.4	(1) If a climate change plan is not identified in the Subcontract Data, the <i>Subcontractor</i> submits a first climate change plan to the <i>Contractor</i> for acceptance within the period stated in the Subcontract Data.
		(2) The Climate Change Plan shows how the <i>Subcontractor</i> plans to meet the Climate Change Requirements.
		(3) Within three weeks of the <i>Subcontractor</i> submitting a climate change plan for acceptance, the <i>Contractor</i> notifies the <i>Subcontractor</i> of the acceptance of the climate change plan or the reasons for not accepting it. A reason for not accepting a climate change plan is that <ul style="list-style-type: none"> • it does not comply with the Climate Change Requirements or • it will not allow the <i>Subcontractor</i> to Provide the Subcontract Works.
		(4) The <i>Subcontractor</i> submits a revised climate change plan to the <i>Contractor</i> for acceptance <ul style="list-style-type: none"> • within the <i>period for reply</i> after the <i>Contractor</i> has instructed it to and • when the <i>Subcontractor</i> chooses to.
Disclosure	X29.5	The Parties may use, disclose and publicise information relating to climate change as stated in and for the purposes stated in the Climate Change Requirements.
Acceleration and accepting Defects	X29.6	Quotations for acceleration and accepting Defects include any proposed changes to the Performance Table.
		If the quotation is accepted the <i>Contractor</i> changes the Performance Table accordingly.

Notifying compensation events	X29.7	<p>(1) For compensation events notified by the <i>Contractor</i> that only affect the Performance Table, the <i>Contractor</i> instructs the <i>Subcontractor</i> to submit quotations if the event does not arise from a fault of the <i>Subcontractor</i>, at the time of the notification of the compensation event.</p> <p>(2) If the <i>Subcontractor</i> does not notify a compensation event within seven weeks of becoming aware that the event has happened, the Performance Table is not changed unless the event arises from the <i>Contractor</i> giving an instruction or notification or changing an earlier decision.</p> <p>(3) If a compensation event notified by the <i>Subcontractor</i> only affects the Performance Table the <i>Contractor</i> notifies the <i>Subcontractor</i> that the event is a compensation event and includes in the notification an instruction to the <i>Subcontractor</i> to submit quotations unless the event</p> <ul style="list-style-type: none"> • arises from a fault of the <i>Subcontractor</i>, • has not happened and is not expected to happen, • has not been notified within the timescales set out in these <i>conditions of subcontract</i> or • is not one of the compensation events stated in the subcontract <p>in which case the <i>Contractor</i> notifies the <i>Subcontractor</i> that the Performance Table is not to be changed and states the reasons in the notification. The notification is issued within two weeks of the <i>Subcontractor's</i> notification of the compensation event.</p>
Quotations for compensation events	X29.8	<p>Quotations for compensation events include proposed changes to the Performance Table assessed by the <i>Subcontractor</i>.</p>
Assessing compensation events	X29.9	<p>(1) A change to the Performance Table is assessed as the effect of the compensation event upon the targets, amounts and dates stated in the Performance Table.</p> <p>(2) The rights the <i>Contractor</i> and the <i>Subcontractor</i> have in respect of a compensation event include the right to changes to the Performance Table.</p> <p>(3) A compensation event which is an instruction to change the Subcontract Scope in order to resolve an ambiguity or inconsistency is assessed as if the Performance Table were for the interpretation most favourable to the Party which did not provide the Subcontract Scope.</p>
Implementing compensation events	X29.10	<p>When a compensation event is implemented the Performance Table is changed accordingly.</p>
Subcontractor's proposals	X29.11	<p>(1) The <i>Subcontractor</i> may propose to the <i>Contractor</i> that the Subcontract Scope is changed in order to reduce the impact of the creation, operation, maintenance or demolition of the <i>subcontract works</i> on climate change.</p> <p>(2) If the <i>Contractor</i> is prepared to consider the change, the <i>Subcontractor</i> submits a quotation which comprises</p> <ul style="list-style-type: none"> • a detailed description, • an analysis of the reduction in the impact of the creation, operation, maintenance or demolition of the <i>subcontract works</i> on climate change, • an analysis of the resulting risks to the <i>Client</i>, • any changes to the Prices and Performance Table, • a revised programme showing any changes to the Subcontract Completion Date and Key Dates.

(3) The *Contractor* consults with the *Subcontractor* about a quotation. The *Contractor* replies within the *period for reply*. The reply is acceptance of the quotation or the reasons for not accepting it. The *Contractor* may give any reason for not accepting the quotation.

(4) The *Contractor* does not change the Subcontract Scope as proposed by the *Subcontractor* unless the *Subcontractor's* quotation is accepted.

(5) When a quotation to reduce the impact of the creation, operation, maintenance or demolition of the *subcontract works* on climate change is accepted the *Contractor* changes the Subcontract Scope, the Prices, the Performance Table, the Subcontract Completion Date and the Key Dates accordingly and accepts the revised programme. The change to the Subcontract Scope is not a compensation event.

Performance measurements

X29.12 (1) From the *subcontract starting date* until Completion of the whole of the *subcontract works*, the *Subcontractor* reports to the *Contractor* its performance against the targets in the Performance Table. Reports are provided at the intervals stated in the Performance Table.

(2) If the *Subcontractor's* performance against a target in the Performance Table is not achieving or is forecast not to achieve the performance target stated, it submits to the *Contractor* for acceptance its proposals for improving performance.

A reason for not accepting the proposals is that they will not provide the improvement in performance needed to achieve the target in the Performance Table.

(3) At the dates stated in the Performance Table,

- if the relevant performance does not meet the target stated in the Performance Table, the *Subcontractor* pays the amount stated in the Performance Table,
- if the relevant performance exceeds or meets the target stated in the Performance Table, the *Subcontractor* is paid the amount stated in the Performance Table.

(4) Information in the Performance Table is not Subcontract Scope.

Limitation of liability

X29.13 If secondary Option X18 applies, an excluded matter is the amounts stated in the subcontract as payable by the *Subcontractor* in accordance with the Performance Table.

SUBCONTRACT DATA – PART ONE

X29 Climate change

If Option X29 is used

The *performance table* is in

If no *climate change plan* is identified in part two of the Subcontract Data

The period after the Subcontract Date within which the *Subcontractor* is to submit a first climate change plan for acceptance is

SUBCONTRACT DATA – PART TWO

X29 Climate change

If Option X29 is used

If a *climate change plan* is to be identified in the Subcontract Data

The *climate change plan* identified in the Subcontract Data is