

**NHS Forth Valley
Healthcare Strategy
New Acute Hospital**

**Full Business Case
Addendum**

**Approved by Scottish Government
Health Finance Directorate
November 2007
Published Version**



1 Full Business Case Update

1.1 Introduction

- 1.1.1 The Board, at a meeting in January 2007, agreed that the project to develop a new acute hospital on the site of the former Royal Scottish National Hospital at Larbert could proceed to Financial Close. It was also agreed that the delegated authority to conclude the negotiation was £33.2 million.
- 1.1.2 The project then entered final stages with the preferred bidder, John Laing Social Infrastructure Limited (previously Equion Ltd).
- 1.1.3 The Scottish Executive Health Department approved the Full Business Case on 8th March 2007.
- 1.1.4 This addendum details amendments to the Full Business Case reflecting the final agreed position at Financial Close on 15th May 2007.

1.2 Summary

- 1.2.1 The following represents a summary of the position

	At Financial Close	Per January 2007 Board Meeting	Variance
Unitary Payment	£32.951 million	£32.690 million	+\$0.261 million
Pass Through Costs	£ 0.205 million	£ 0.205 million	
Delegated limit £33.2 million	£33.156 million	£32.895 million	+\$0.261 million

Interest Rates

	█% ¹	█% ²	
Interest Rate Buffer		0.250%	
Net Position	█% ³	█% ⁴	
At an average cost of £22k per 0.010% increase in rates			+\$0.266 million

Value for Money

Net Present Value	£563 million	£554 million	[+\$ 9 million]
Value for Money	5.30%	5.41%	-0.11%

Table 1-1 Summary Table

- 1.2.2 The Unitary Payment at Financial Close of £33.156 million was £0.261 million greater than anticipated by the Full Business Case but was settled within the Board Delegated Limit of £33.200 million.

¹ Redacted Section 36(2) of FOI(S)A 2002

² Redacted Section 36(2) of FOI(S)A 2002

³ Redacted Section 36(2) of FOI(S)A 2002

⁴ Redacted Section 36(2) of FOI(S)A 2002

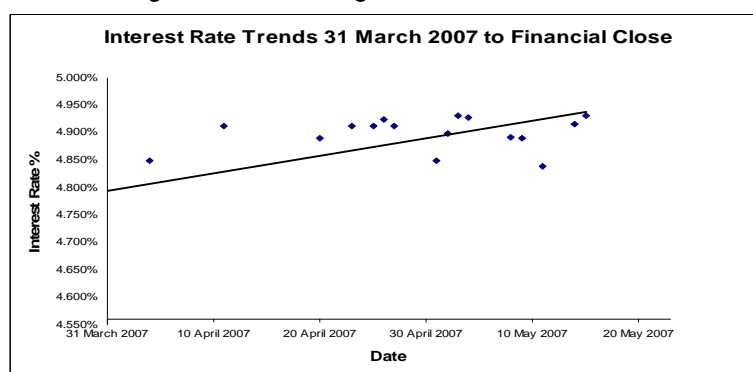
1.2.3 The main reason for the increased Unitary Payment was the continuing upward trend in interest rates. Interest rates continued to rise beyond the 'buffered' rate assumed at the time of the FBC.

1.2.4 However there are underlying changes in costs and service levels that effected the Unitary Charge but these had a broadly neutral effect. These are discussed later in the paper.

1.3 Interest Rate Movements

1.3.1 The Full Business Case assumed interest rates of [REDACTED]%⁵ and a 0.250% buffer giving an effective rate of [REDACTED]%⁶.

1.3.2 Early in April 2007 on the back of announcements regarding the UK economy, interest rates began to firm at a higher level that assumed for the business case.



1.3.3 The increased interest rates experienced, resulted in an increase to the level of the Unitary Payment than that assumed at FBC (exclusive of buffer) of some £0.816million. In anticipation of an adverse moving market, provision was made in the FBC (and approved as part of the delegated authority) for an interest rate 'buffer' of 0.250%. This provision effectively 'offset' this increase but at the time of Financial Close was insufficient to cover the whole of the increase and an added cost of £0.266 million has resulted.

1.3.4 The table below summarises the position

Rates	'Final Rate' V 'Buffered Rate'	'Final Rate' V 'Un-buffered Rate'
Interest Rate at Financial Close ⁷	[REDACTED]%	[REDACTED]%
Interest Rate in FBC (incl buffer) ⁸	[REDACTED]%	
Interest Rate in FBC (excl buffer) ⁹		[REDACTED]%
Increase from FBC	0.121%	0.371%
At £22,000 per 0.010%	£0.266 million	£0.816 million

Table 1-3 Interest Changes

⁵ Redacted Section 36(2) of FOI(S)A 2002

⁶ Redacted Section 36(2) of FOI(S)A 2002

⁷ Redacted Section 36(2) of FOI(S)A 2002

⁸ Redacted Section 36(2) of FOI(S)A 2002

⁹ Redacted Section 36(2) of FOI(S)A 2002

1.4 Changes in costs and service levels

1.4.1 As noted earlier, there are a number of changes that have a neutral overall effect financially, principally as a result of working in a spirit of partnership with the bidder team. A number of measures were adopted as part of the negotiations process and helped deliver the project within the Board delegated authority.

1.4.2 No clinical services are affected by the changes.

1.4.3 Service Changes

1.4.3.1 Enhancement of lunchtime patient meal service from the original proposal of "soup and sandwich" to a solution that meets latest draft national nutritional guidance

1.4.3.2 Changes to the materials delivery requirements making Project Co responsible for elements of direct delivered goods

1.4.3.3 Making Project Co responsible for the installation and maintenance of wireless network equipment. This includes an extensive wireless network that will now enable FM solution and communication across hospital. This was previously a Board responsibility.

1.4.3.4 Change in window cleaning from four times per year to twice per year.

1.4.4 Commercial Issues

1.4.4.1 The Construction sub-contractor increased the firm nominal price for construction of the facility. The estimated capital expenditure for the project in January 2007 was £277.437 million. At the time of financial close this had risen to £293.054 million, an increase of £15.617 million. This increase to the capital forecasts was mainly an effect of construction inflation during the period (part only – see 1.4.4.4 below).

1.4.4.2 Project Co reduced Internal Rate of Return (profit) IRR that it is expecting from the project

1.4.4.3 Project Co and the FM sub-contractor reviewed and reduced annual operating costs across a number of categories.

1.4.4.4 The Construction sub-contractor held the nominal price for the construction cost estimates despite slippage to Financial Close and updated cash-flow profiles to recognise retention payments on contracts are normally delayed by 12 months.

1.4.4.5 Payment of the Unitary Charge will be made on first day of contract month (was previously mid-month.)

1.4.4.6 Concession period is 30 years from practical completion to end of financial year in which 30th anniversary occurs

1.5 Update to Economic Appraisal

- 1.5.1 Although the Unitary Payment is greater than anticipated by the Full Business Case the project continues to demonstrate Value for Money and PFI as the preferred procurement route.

Net Present Value	At Financial Close	At FBC
CPAM	£594 million	£585 million
NPV at Financial Close	£563 million	£554 million
Total Value for Money	£31 million	£31 million
% Value for Money	5.3%	5.4%

Table 1-5 Economic Changes

- 1.5.2 The above tables show that the PFI option continues to demonstrate greater value for money than the CPAM option.

2 Contract Framework and Payment Mechanism

- 2.1.1 The Project Agreement is in the standard form for NHS Project Agreements as issued by the Scottish Executive Health Department. Board will contract with a Special Purpose Company (SPC) called Forth Health Limited¹⁰, for the provision of all services related to the new hospital. The Project Agreement will run for a period of 33.8 years including the length of the construction programme.
- 2.1.2 The payment mechanism is structured such that the Board will make a single monthly service payment for all of the Services delivered by Forth Health Limited. Underlying the payment mechanism is the philosophy that if Forth Health Limited fails to provide any services, they will not receive any payment, i.e. no service, no fee.

2.2 Contract structure

The project is implemented by means of a conventional PFI contractual structure, comprising the following key documents:

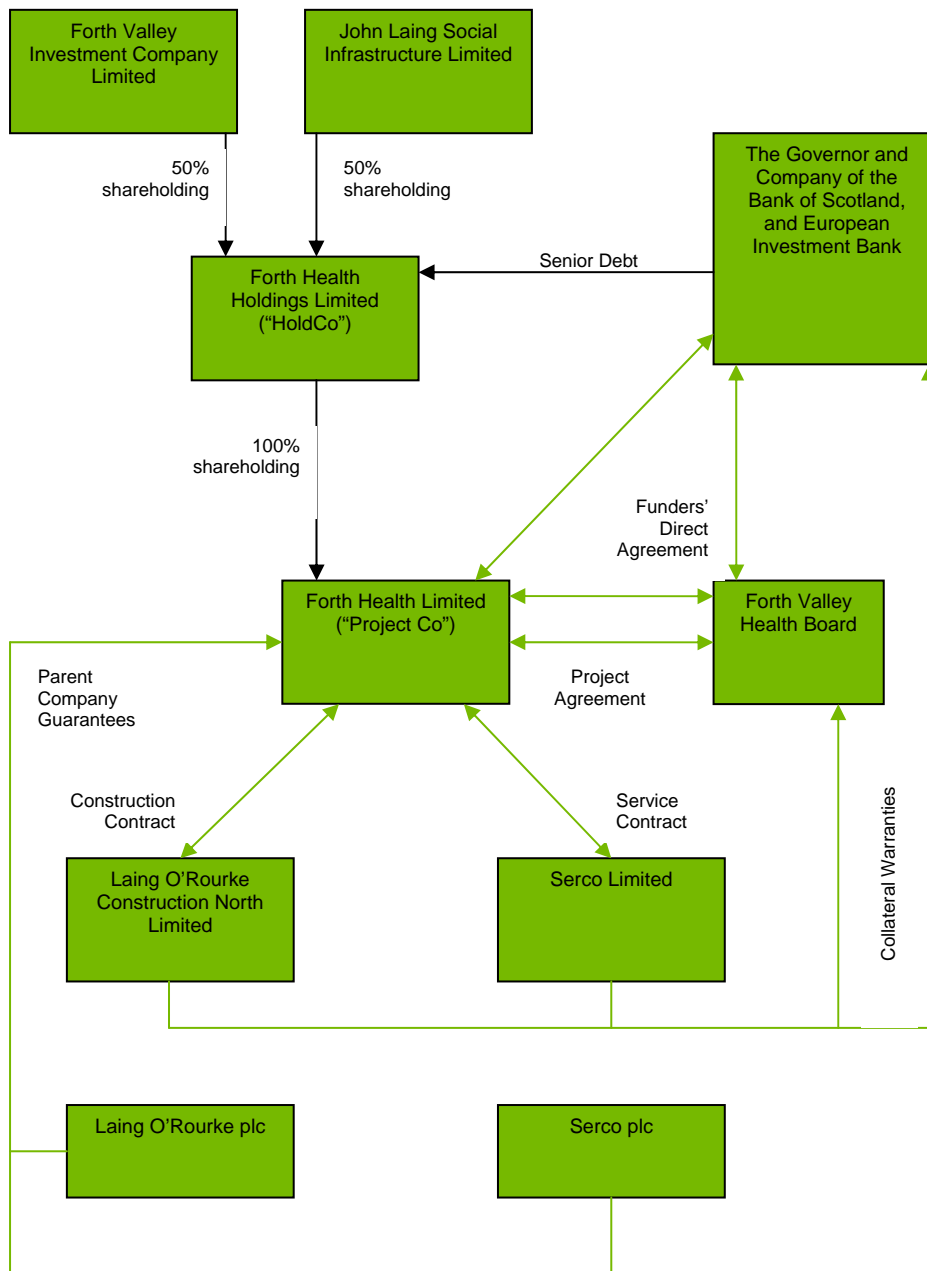
- 2.2.1 A **Project Agreement** entered into between the Board and Forth Health Limited (“Project Co”), a special purpose company established for the project. This Agreement has been based on the Scottish Executive Health Department’s standard form of Project Agreement, but modified to reflect project-specific matters. A brief summary of the terms of the Project Agreement is set out at Appendix 1.
- 2.2.2 A **Construction Contract** entered into between Project Co and Laing O’Rourke Construction North Limited (“LOR”), under which LOR will fulfil Project Co’s obligations under the Project Agreement in relation to the construction works.

¹⁰ Forth Health Limited, set up specifically and solely to participate in this Project are John Laing Social Infrastructure and The Commonwealth Bank of Australia; both have significant experience in the health PFI field. The main contractor for the construction works will be Laing O’Rourke Construction (North) Limited and for the provision of FM services will be Serco Limited., the for the provision of all services related to the new hospital.

LOR's obligations to Project Co are guaranteed by a Parent Company Guarantee provided by Laing O'Rourke plc.

- 2.2.3 A **Service Contract** entered into between Project Co and Serco Limited ("Serco"), under which Serco will fulfil the majority of Project Co's obligations under the Project Agreement in relation to the provision of facilities management and related services. Serco's obligations to Project Co are guaranteed by a Parent Company Guarantee provided by Serco plc.
- 2.2.4 **Senior Funders' Agreements**, which cover the provision of senior debt funding from the two senior funders (Bank of Scotland and the European Investment Bank) to Project Co. These agreements include a Funders' Direct Agreement (to which the Board is a party), which primarily provides for the senior funders to have step-in rights in circumstances where the Board would otherwise be entitled to terminate the Project Agreement.
- 2.2.5 **Subordinated Funding Agreements**, which cover the provision of subordinated debt/equity to Project Co.
- 2.2.6 **Collateral warranties**, giving first the senior funders, and then the Board, step-in rights in circumstances where LOR and/or Serco would otherwise be entitled to terminate their sub-contracts with Project Co.
- 2.2.7 An **Independent Tester Contract**, under which an independent tester is appointed to certify completion of the construction works in accordance with pre-agreed criteria.

This contract structure is shown in diagram form below.



3 Derogations from Standard Form Contract

3.1.1 The schedule of derogations is attached at Appendix 2 and is based on the latest version of the standard form Project Agreement made available to NHS Forth Valley (dated 8 August 2006) (the "Standard Form"). It is derived from a document which identifies the differences between the Standard Form and the Board's latest draft of the Project Agreement (version PB (3), dated 23 February 2007).

This report is divided into six sections as follows:

- Section 1 - Derogations (i.e. items which change the Standard Form for a commercial reason)
- Section 2 - Corrections (i.e. derogations which are typographical or cross referencing corrections, plus changes in terminology to conform the main body of the PA to the payment mechanism being adopted for this project)
- Section 3 - Permitted alternative drafting (i.e. alternatives permitted by standard form by way of square bracketed drafting and/or footnotes)
- Section 4 - Completion of document drafting (i.e. changes to fill in blanks in the Standard Form)
- Section 5 - Project specific changes
- Section 6 - Previously approved derogations (i.e. derogations that were approved by SEHD in relation to the ITN draft Project Agreement).

4 Risk

4.1.1 The strategy for the management of risk was set out in the FBC and no changes were noted at Financial Close.

4.1.2 The Conventional Procurement Assessment Model (CPAM) was reviewed at Financial Close; there were no changes in either the risk allocation or the underlying CPAM costs. The CPAM costs were updated to reflect construction inflation in line with the bid model

4.1.3 The Project Team are developing a risk strategy for the implementation and operational phases of the project. The principles supporting the development of the project risk strategy are to:

- allocate responsibility to a lead person, identified on the risk register, within the Board who is the designated "risk owner"
- ensure that the risk owner identifies and implements the proposed mitigation measures

5 Accounting Treatment of the PFI Scheme

- 5.1.1 The Board has received an opinion on the accounting treatment of the project from its corporate financial advisers, PwC. The Board's external auditors have reviewed PwC's report and concur with the conclusion that an off balance sheet treatment is appropriate following current guidelines.
- 5.1.2 It is recognised that there may be changes to accounting regulations as a result of the introduction of International Accounting Standards in the public sector in 2008. The implications are being considered nationally.

6 Publication Arrangements

- 6.1.1 In line with Scottish Executive guidance the approved FBC has already been published excluding any information of a commercial nature. This addendum, similarly redacted, will also be lodged with the local councils, the main libraries and with the Scottish Parliament.

7 Timetable

- 7.1.1 The table below summarises the timetable from approval of the FBC to completion of the construction period and the commencement of the operational phase.

Date	
Approval of Full Business Case (FBC)	
NHS Forth Valley approval	30 January 2007
SEHD	8 March 2007
Financial Close	15 May 2007
Construction commences	16 May 2007
Construction complete	End 2009
Phase 1 –complete	May 2010
Phase 2 –complete	August 2010
Phase 3 –complete	April 2011

**Forth Valley Acute Hospital PFI
Executive Summary of the Project Agreement**

1. Introduction

1.1 This is an executive summary of the Project Agreement dated 4 May 2007 made between Forth Valley Health Board (“the Board”) and Forth Health Limited (“Project Co”). The purpose of this document is to summarise the purpose and key terms of the Project Agreement. This document is not intended to be a fully comprehensive report on all of the terms of the Project Agreement. Review of the precise terms of the Project Agreement should always be undertaken when interpreting the parties’ rights and obligations under it.

1.2 The Project Agreement is based on the standard form required to be used by the Scottish Executive Health Department. That standard form has been amended only to the extent required to address project-specific issues, and in consultation with the SEHD.

2. Part A - Preliminary

Part A contains general interpretation clauses (in accordance with Part 1 of the Schedule), the commencement and duration of the Agreement, the parties’ general obligations concerning the Project Documents as well as the parties’ undertakings and obligations in relation to the Project Operations (including a general duty to co-operate). For these purposes, “Project Operations”, broadly speaking, means the carrying out of the works to construct the new hospital, and the provision of facilities management and other non-clinical services to the new hospital.

3. Part B - General Provisions

3.1 Clause 6 sets out general obligations of Project Co which are:

3.1.1 not to engage in any other business outside of those permitted by the Project Agreement;

3.1.2 to take responsibility for all Project Co Parties; and

3.1.3 ensure compliance with all safety matters throughout the duration of the works and other Project Operations.

3.2 Part B also contains the indemnities and liabilities between the parties and deals with the management between the parties of any potential third party claims under which an indemnity will be payable from one party to the other. The limits on liability are contained within clause 9.

3.3 Limits on the Board’s liability regarding Board Data are contained in clause 10, which specifically states that the Board gives no warranty to Project Co in relation to data provided to Project Co during the procurement process.

3.4 The appointment, role and liability of the parties’ representatives is contained in this Part as well as the appointment, role and procedures of the Liaison Committee

which will be formed of three representatives of the Board and three representatives of Project Co.

4. Part C - Land Issues

In general, this Part deals with the grant of a Licence to and rights of access in favour of Project Co and Project Co Parties at various stages throughout the Project Term, the risk allocation as between the parties in relation to the condition of the Site (e.g. ground conditions and contamination), and provisions relating to consents and planning approvals.

5. Part D - Design and Construction

5.1 Design Construction and Commissioning Process

This Part contains Project Co's responsibilities in carrying out the Works as well as its obligations in terms of design, the monitoring and control of thermal and energy efficiency and compliance with the Board's Construction Requirements (i.e. the Board's specification for the construction of the new hospital buildings). The procedure for agreeing Reviewable Design Data (but also see Part 10 of the Schedule) and corporate identity and signage is also contained here.

5.2 Board Representative's Right of Access

The Project Agreement grants the Board's Representative various rights of access to inspect the conduct of the construction works. Should the Board's Representative find any defects following his or her inspection, the Board may increase the level of monitoring until the Board is satisfied that the defects have been remedied.

5.3 The Programme and Dates For Completion

Project Co is to complete the Works in three phases, by a specified completion date for each phase. However, the Board will not be entitled to damages for any delay between the contractual date for completion of a phase and the actual completion Date for that phase. Instead, the Board's remedy is that it is not required to make any payment for the buildings comprised within the relevant phase until it has been completed.

5.4 Commissioning and Completion

5.4.1 The parties are to agree a "Final Commissioning Programme" for each Phase of the project which will supersede an initial "Outline Commissioning Programme". This Programme will detail the steps that are necessary by each party to ensure that commissioning to be undertaken by each party does not delay the overall completion of the construction works.

5.4.2 An Independent Tester will inspect each phase of the works and determine whether or not the phase has been completed in accordance with the requirements of the Agreement. If the phase has been so completed, the Independent Tester will issue a Completion Certificate, which will trigger payment by the Board in respect of that phase.

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- 5.4.3 Post Completion Commissioning is to be undertaken in accordance with the Final Commissioning Programme and the parties are to co-operate to ensure compliance with that programme.

6. Part E - Quality Assurance

This Part details all the quality plans and quality assurance procedures that are to be implemented by Project Co.

7. Part F - Information Technology

ICT is dealt with in the ICT Schedule.

8. Part G - Services

- 8.1 Project Co is to provide the Services in accordance with the terms of the Project Agreement and the Method Statements it has provided, so as to ensure that the Service Level Specifications are met. Project Co is also required to co-ordinate the delivery of the Services to ensure no interference with the operations of the Board.

- 8.2 The parties are to agree an annual Schedule of Programmed Maintenance in accordance with the Review Procedure. There is also a process for the parties to discuss proposals to amend that schedule.

- 8.3 A 5 Year Maintenance Plan relating to the Estates Service and Grounds and Gardens Maintenance Service will be produced by Project Co and the Board will be entitled to inspect the Facilities to ensure Project Co's compliance.

- 8.4 Project Co's performance of the Services will be monitored and the Board will be entitled to award Service Failure Points in respect of Project Co failures to meet the Service Requirements (Part 14 of the Schedule). The accrual of Service Failure Points may ultimately lead to the Board issuing Warning Notices, increasing its monitoring and/or taking step-in action.

- 8.5 As far as TUPE applies to the Project, the provisions of Clause 30 will apply, and Clause 31 deals with pensions matters.

- 8.6 This Part also deals with site security and compliance with Board Policies, Project Co's general obligations regarding employee recruitment and training, as well as the use and standards of any materials and equipment on the site. Market Testing is dealt with under Part 17 of the Schedule.

9. Part H - Payment and Financial Matters

9.1 Payment

This Part deals with the invoicing and payment of Monthly Service Payments and the required contents of Monthly Service Payment Statements (monthly reports submitted by Project Co to the Board summarising, among other things, Project Co's performance of the Services). The detailed calculations of payments are set out in the Payment Mechanism.

Any disputes are to be resolved within 15 Business Days of the dispute arising, otherwise the matter will be referred to the Dispute Resolution Procedure.

9.2 Insurance

Project Co is to ensure all the Insurances are in place in accordance with Part 21 of the Schedule. The insurance provisions also deal with the treatment of insurance proceeds, and the arrangements to apply in the event that any risks cannot be insured against in the insurance market.

9.3 Audit Access

Project Co is to fully co-operate in the provision of information to the Board required under an audit carried out by the Auditor General for Scotland.

10. Part I - Changes in Law and Variations

10.1 Project Co is to comply with all changes in law. Clause 39 deals with the allocation of risk between the parties of the financial consequences of a change in law.

10.2 The detail of the Variation Procedure is contained in Part 22 of the Schedule.

11. Part J - Delay Events, Relief Events and Force Majeure

11.1 This Part allows for Project Co to request an extension of time for completion of its obligations and/or compensation in the event that various “Delay Events” occur (i.e. events that are outside the control of Project Co).

11.2 The parties are protected against termination of the Project Agreement in the event that they are unable to perform their obligations as a result of a “Relief Event” (generally, an event that is outside the control of both parties, e.g. fires, floods etc).

11.3 Should an event of force majeure occur, there are provisions dealing with relief from the parties’ obligations under the Agreement, and the possible termination of the Agreement.

12. Part K - Termination

This Part deals with those events or triggers that will automatically or at one party’s option terminate the Project Agreement. The effects of termination are also dealt with under this Part, in particular the payment of compensation on termination.

13. Part L - Miscellaneous

This Part deals with all other matters such as assignation and sub-contracting, rights to intellectual property, confidentiality and freedom of information, addresses for service of notice and corrupt gifts and payments.

14. Schedule to the Project Agreement

The following table sets out the various parts of the schedule to the Project Agreement, together with a description as to the function of the Part.

Part	Title	Description
1	Definitions	Contains all definitions used in the Project Agreement and its Schedule.

Part	Title	Description
2	Completion Documents	Lists all documents that each party produced to the other as condition precedents to Financial Close.
3	Custody of the Financial Model	Explains the process by which copies of the Financial Model will be made and held securely by each party.
4	Key Works Personnel	Contact details for the Key Works Personnel of Project Co.
5	Disaster Plan	This is a base document by reference to which the parties will agree a detailed disaster plan.
6	Not used	
7	Not used	
8	Construction Matters	Deals with safety particulars during the construction phase, the list of items that will be subject to ongoing design development (to take place in conjunction with the Board), the procedure for developing/finalising the Room Data Sheets and the thermal and energy efficiency testing procedure.
9	The Programme	The Programme itself is an Agreed Form document but this Part also contains information relating to dates for completion of the three phases of the Project.
10	Review Procedure	Sets out the process by which Project Co will continue to develop the design of the new buildings, in conjunction with the Board.
11	Not used	
12	Outline Commissioning Programme	Details in outline how the various commissioning phases of the project will be completed. Used as a basis for creating more detailed commissioning programmes.
13	Equipment	Sets out the respective responsibilities of the parties in relation to various matters relating to Equipment, including specification, selection, procurement, installation, and replacement.
14	Service Level Specifications	Sets out the obligations of Project Co in relation to the provision of facilities management and other services. This specification is underpinned by the payment mechanism.
15	Not used	
16	Not used	
17	Benchmarking and Market Testing Procedure	Procedure to be followed on or before each Market Testing Date to benchmark and/or market test the cost of the relevant Services.
18	Payment Mechanism	Determines the calculation of the Monthly Service Payment from the Board to Project Co. In particular, this provides for deductions to be made in respect of performance failures or unavailability of parts of the new hospital buildings.
19	Financial Model	A spreadsheet providing the base calculations of Project Co's costs and returns, and the amount to be paid by the Board by way of an Annual Service Payment. This may be amended during the Project Term as a result of various matters, including variations.

Part	Title	Description
20	Not used	
21	Insurance Requirements	Lists the insurances to be implemented by Project Co against the risks specified together with other details including details of insured parties and limits of indemnities.
22	Variation Procedure	Procedure to be followed should the Board decide to alter its requirements including notices to be served, estimates to be provided by Project Co, and the calculation of additional payments to be made by the Board. This includes variations classed as "Small Works".
23	Compensation on Termination	Includes the calculations used to determine the amount of compensation payable by the Board as a result of early termination.
24	Handback Procedure	Contains the procedure to be followed by the parties prior to the expiry of the Project Term to ensure that the Facilities are handed back to the Board in a condition that complies with the Board's specified requirements.
25	Record Provisions	Sets out the requirements for the retention of all records specified and for the period stated.
26	Dispute Resolution Procedure	Sets out the procedure by which disputes that the parties are unable to resolve between themselves will be settled. Such procedures include referral to the Liaison Committee, mediation and referral to an adjudicator.
27	Project Co Information	Contains company information and contact details for Project Co.
28	Certificates	Set out the form of various certificates to be issued under the Project Agreement.
29	Refinancing	Procedure for determining the Board's share and receipt of any financial gains resulting from a refinancing of the project.
30	Employee Information and Proposed Workforce Information	Deals with the employees who are expected to transfer their employment to Project Co, and the structuring of Project Co's workforce when it assumes responsibility for the Services.
31	Bulk Transfer Assumptions	Contains provisions relating to the transfer of pension funds and related matters.
32	Not used	
33	Joint Operating Protocol	The Protocol to be followed should the Board and Project Co be working on Site or at the Facilities at the same time in order to avoid interference with each party's obligations. Also contains provisions relating to energy matters.
34	Commercially Sensitive	Lists that information which Project Co considers to be commercially sensitive.
35	Planning Condition Responsibilities	This matrix lists those conditions that are attached to the planning decision and identifies the party that is responsible for their implementation, together with any supporting obligations of the other party.
36	ICT Schedule	Relates to all matters concerning ICT and the related

Part	Title	Description
		responsibilities of each party.
37	Funding Agreements	Lists the various agreements relating to the financing of the project.
38	Transitional Arrangements	Deals with all matters to be considered and obligations to be fulfilled before the transfer of employees from the Board to Project Co as a result of TUPE. Also contains draft job descriptions for those roles that Serco will create as a result of providing the Services.
39	Enabling Works Specification	Sets out the Board's obligations in relation to preparatory works to be procured by the Board in order to enable Project Co to start the main construction works.
40	Cable Diversion Works Specification	Sets out the Board's obligations in relation to various cable diversion / substation works to be procured by the Board.

New Acute Hospital PFI Project
Schedule of derogations from SEHD standard form project
agreement

NHS Forth Valley New Acute Hospital PFI Project Schedule of derogations from SEHD standard form project agreement

This schedule of derogations is based on the latest version of the standard form Project Agreement made available to NHS Forth Valley (dated 8 August 2006) (the “Standard Form”). It is derived from the appended redline document which identifies the differences between the Standard Form and the Project Agreement.

It should be noted that derogations to the Standard Form are as approved by the Private Finance & Capital Unit (PFCU) and reflect the particular circumstances of this project and do not represent precedents for use in other projects.

This report is divided into six sections as follows:

1. Section 1 - Derogations (i.e. items which change the Standard Form for a commercial reason)
2. Section 2 - Corrections (i.e. derogations which are typographical or cross referencing corrections, plus changes in terminology to conform the main body of the PA to the payment mechanism being adopted for this project)
3. Section 3 - Permitted alternative drafting (i.e. alternatives permitted by standard form by way of square bracketed drafting and/or footnotes)
4. Section 4 - Completion of document drafting (i.e. changes to fill in blanks in the Standard Form)
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6. Section 6 - Previously approved derogations (i.e. derogations that were approved by SEHD in relation to the ITN draft Project Agreement,

No.	Clause/Schedule ref.	Amendment made
Section 1 – Derogations (i.e. items which change the Standard Form for a commercial reason)		
1.	Clause 4.1	Addition of “or Project Co acts in accordance with paragraph 4.2 of Part 10 of the Schedule”.
2.	Clause 5.7	A new provision has been inserted requiring each party to co-operate with the other in relation to compliance with various fire safety legislation.
3.	Clause 9.6	Insertion of ‘no loss’ provisions, to ensure that the equivalent project relief provisions in Project Co’s sub-contracts do not impact on Project Co’s ability to recover losses from the Board.
4.	Clause 15.2(b) and definition of “Board Contamination”	Insertion of “(other than Board Contamination)” after “dealing with any Contamination”.
5.	Clause 20.1	Insertion of “on or” before “prior to the date of this Agreement”.
6.	Clause 22.14A	Clause deleted.
7.	Clause 41.12	Insertion of drafting referring to the possibility of the Board paying compensation in respect of Compensation Events by way of instalments.
8.	New clause 50.9 and definitions of “Original Shareholder”, “Third Party Shareholder” and “Restricted Period”	Insertion of a new clause as follows: “Subject to Clause 50.10, (a) the conditions and restrictions in Clause 50.8 shall not apply to a Change in Control in any shares in Project Co or Hold Co held by any Third Party Shareholder”, and (b) each Original Shareholder shall be entitled to transfer its shares in Hold Co to Associated Companies, provided that if the transferee ceases to be an Associated Company during the Restricted Period the Original Shareholder shall procure that the transferee shall transfer the relevant shares in Hold Co to the Original Shareholder”.
9.	Clause 52A.2	Insertion of “or Information that is Commercially Sensitive Information” before “the Board shall refer to Project Co”.
10.	Part 23 of the Schedule, Section B, Para. 4.3 (c)(iii)(aa)	Insertion of the words “or which would be payable by the Board pursuant to Clause 36.14 (<i>Uninsurable Risks</i>)” after “in accordance with Clause 36 (<i>Insurance</i>)”.
11.	Part 23 of the Schedule, Section F, “Adjusted Highest Compliant Tender Price”	Insertion of “or such amounts are standing to the credit of the Insurance Proceeds Account” after “the Board has received such amounts in accordance with this Agreement” in Para. (f)(ii).

No.	Clause/Schedule ref.	Amendment made
Section 2 - Corrections		
1.	Clause 4.1	Cross reference to “paragraph 3.2 of Part 10” changed to “paragraph 3(b) of Part 10”.
2.	Clause 5.5	“NHS requirement” changed to “NHS Requirement”.
3.	Clause 8.3(e)	Cross reference to “Clause 8.3(b)” changed to “Clause 8.2(b) at the end of this provision.
4.	Clause 8.7(h)	This has been reformatted as a new paragraph applying to the whole of clause 8.7, rather than as a separate sub-clause.
5.	Clause 14.2(c)	“exercise” has been changed to “exercising”.
6.	Clause 14.7	Reference to “the Scottish Minister” changed to “the Scottish Ministers”, and consequential change from “its obligations” to “their obligations”.
7.	Clauses 17.3, 17.4, 17.7, 23.6, 32.6, 32.7, 39.4(c)(iii), 48.13 and 52 and definition of “Approved RDD Item”	References throughout the Agreement to a “Part” of a Schedule changed to a “Section” of a Schedule. Also, references throughout the Agreement to “Schedule x” changed to “Part x of the Schedule”.
8.	Clause 17.7(a)	Cross reference to “paragraph 3.3 of Part 10” changed to “paragraph 3(c) of Part 10”.
9.	Clause 24.6	Reference to “Facilities” changed to “Works”.
10.	Clause 27.3	Cross reference to “paragraph 3.7 of Part 10” changed to “paragraph 3(g) of Part 10”.
11.	Clause 28.8	Reference to “paragraph 3.8 of Part 10” has been changed to “Part 10”.
12.	Clause 29.3	Insertion of “and Part 18 of the Schedule” after “Part 14 of the Schedule”.
13.	Clause 31.9	References to “Pensionable Trust Employees” changed to “Pensionable Board Employees”.
14.	Clause 32.18	Reference to “Transferring Employees” changed to “Transferring Board Employees”.

No.	Clause/Schedule ref.	Amendment made
15.	Clause 36.4(e)	Cross reference to “clause 36.22” changed to “clause 36.18”.
16.	Clauses 36.14 and 52	References throughout to “paragraph” changed to “clause” throughout these provisions.
17.	Clause 36.18	Reference to “the insurances referred to in [] of Part 1 and [] of Part 2 of Part 21 of the Schedule” changed to “Physical Damage Policies”.
18.	Clause 36.22(b)	Clause deleted.
19.	Clause 36.22(c) and 36.23	References to “Joint Insurance Account” changed to “Insurance Proceeds Account”.
20.	Clauses 48.9, 48.11, 53.11(g) and 53.11(h)	Reference to “the Inland Revenue” changed to “HM Revenue and Customs”.
21.	Clauses 50.1 and 50.4	References to “his statutory powers”/“his statutory rights” changed to “their statutory powers”/“their statutory rights”.
22.	Clause 51.6	Reference to “rights in or to any Intellectual Property Rights” changed to “rights in or to any Intellectual Property”.
23.	Clauses 52.10 and 50.11	Amended throughout to refer to the Scottish Executive Health Department rather than the Department of Health.
24.	Clause 52A.3	Reference to “information” changed to “Information”.
25.	Clause 54.3	References to “the Services” changed to “the Works and/or Services” throughout.
26.	Clause 61.1	The word “constitute” has been changed to “constitutes”.
27.	Clause 65	Reference to “Lender’s Direct Agreement” changed to “Fundings’ Direct Agreement”.
28.	Definition of “5 Year Maintenance Plan”	Reference to “Project Term” changed to “Operational Term”
29.	Definition of “Additional De Minimis Amount”	Cross reference to “clause 39.6.1” changed to “clause 39.6(a)”.
30.	Definition of “Base Senior Debt Amount”	Definition deleted.

No.	Clause/Schedule ref.	Amendment made
31.	Definition of “Confidential Information”	Reference to “the Data Protection Act 1988” changed to “the Data Protection Act 1998”.
32.	Definition of “Final Reinstatement Plan”	Definition deleted.
33.	Definition of “Liquid Market”	Reference to “willing bidders” changed to “willing parties”.
34.	Definition of “Procurement Legislation”	Amended to refer to the Public Contracts (Scotland) Regulations 2006
35.	Definition of “Transfer Regulations”	Amended to refer to the Transfer of Undertaking (Protection of Employment) Regulations 2006.
Section 3 – Permitted Alternate Drafting		
1.	Clause 8.7(b)(v)	The optional clause has been included.
2.	Clause 16.2	Provision inserted requiring each party to comply with its obligations for discharging planning obligations, as set out in Part 35 of the Schedule.
3.	Clause 19.5	The optional drafting relating to Phase Actual Completion Dates/Phase Completion Dates has been used.
4.	Clauses 22.1 - 22.8, and definition of “Actual Commissioning End Date”	Various amendments have been made to the provisions relating commissioning processes.
5.	Clauses 22.11 and 22.12	The optional drafting relating to Phase Actual Completion Dates has been used, and the optional drafting relating to Completion Criteria has been adopted.
6.	Clause 22.17	The optional drafting relating to Phases has been used.
7.	Clause 23.5	Various amendments dealing with the timing for provision of operational manuals.
8.	Clauses 24.2, 24.4 and 41.3(k)	Various amendments have been made to reflect the fact that the Board has accepted that the discovery of fossils/antiquities on some parts of the site will trigger a Delay Event/Compensation Event.

No.	Clause/Schedule ref.	Amendment made
9.	Clause 26 and definition of "ICT Schedule"	The following provision has been inserted: "The provisions of the ICT Schedule shall apply in relation to the provision, installation, refreshment, maintenance, support and upgrading of IT."
10.	Clauses 28.11 and 28.12	Various amendments have been made to the provisions relating to the 5 Year Maintenance Plan.
11.	Clause 36.14(a)(i)	Amended so as to read as follows: "Project Co shall notify the Board of any risk becoming Uninsurable within five Business Days of becoming aware of the same and in any event at least five Business Days before expiry or cancellation of any existing insurance in respect of that risk".
12.	Clause 39.3	The optional drafting relating to Phase Actual Completion Dates has been used.
13.	Clause 44.1(c)(i)	Deletion of "or any other services".
14.	Clause 50.10	Insertion of "or Hold Co" after "any or all of the shares in Project Co".
15.	New Clause 50.11	Insertion of the following clause: "Project Co represents and warrants to the Board that at the date of this Agreement the legal and beneficial ownership of Project Co and Hold Co is as set out in Part 27 of the Schedule and that [other than any Shareholder pre-emption rights] no arrangements are in place that have or may result in any sale, transfer or disposal of any legal, beneficial or other interest in any or all of the shares in Project Co or Hold Co".
16.	New Clause 50.12	Insertion of the following clause: "Project Co shall inform the Board as soon as reasonably practicable (and in any event within 30 days) of any Change in Control occurring".
17.	New Clause 50.13	Insertion of the following clause: "The Board may, not more than twice in any Contract Year, or at any time when a Project Co Event of Default is outstanding, request that Project Co inform it as soon as reasonably practicable, and in any event within 30 days of receipt of the Board's request, for details of any Change in Control".

No.	Clause/Schedule ref.	Amendment made
18.	New Clause 50.14	Insertion of the following clause: "Project Co's obligations under Clauses 50.12 and 50.13 above shall, except where a legal transfer of shares has occurred, be limited to the extent of Project Co's awareness having made all reasonable enquiry."
19.	Definitions of "Collateral Agreements" and "Independent Tester's Collateral Agreement"	Optional reference to "Independent Tester's Collateral Agreement" in the definition of "Collateral Agreements" not used, and definition of "Independent Tester's Collateral Agreement" deleted.
Section 4 – Completion of Document Drafting		
1.	Clause 5.3(c)	Name of Board inserted.
2.	Clause 15.3	Reference to a plan inserted.
3.	Clause 17.3	Details of geographical area (West of Scotland) inserted for the purposes of Degree Day data.
4.	Clause 17.5	The gap "or NHS [Identify Area]" will be completed by inserting "or other Relevant Authority".
5.	Clauses 22.13, 22.14, 23.1, 24.3, 28.1, 28.2, 28.4, 28.9, 35.4, 35.6, 35.7, 36.8, 36.17, 39.4(b), 39.4(c), 39.8, 41.4, 41.5, 41.7, 41.8(a) and 46.2	The Standard Form gaps have been completed with time periods agreed by the parties.
6.	Clause 29.4	A table setting out triggers for Warning Notices has been inserted.
7.	Clause 29.5	The gaps in the drafting have been completed with thresholds agreed by the parties.
8.	Clause 29.6	A table setting out triggers for the Board exercising remedial rights has been inserted.
9.	Clause 44.1(b)	The long stop date has been completed (18 months).
10.	Clause 44.1(h)	The termination trigger relating to accrual of Service Failure Points has been completed.
11.	Clause 44.1(j)	The termination trigger relating to non-payment by Project Co has been completed.

No.	Clause/Schedule ref.	Amendment made
12.	Clause 44.3	The termination triggers have been completed.
13.	Clause 44.6	A table setting out triggers for the Board being able to require the removal of a Service Provider has been inserted.
14.	Clause 57.1	Details of the Board's address for service of notices inserted.
15.	Definition of "Construction Phase"	Definition completed so as to read as follows: "means the period from and including the Commencement Date to and including the Finishing Works Actual Completion Date".
16.	Definition of "Contractor"	Details of the building contractor have been inserted.
17.	Definition of "Handback Certificate"	Insertion of "in the form set out in Part 28 of the Schedule" at the end of the definition.
18.	Definition of "Hold Co"	Details of the holding company have been inserted.
19.	Definition of "Security Trustee"	Definition completed so as to read as follows: "means the person appointed as security trustee for the Senior Funders under the Senior Funders Agreements and authorised to act on behalf of the Senior Funders".
20.	Definition of "Service Provider"	Details of the service provider have been inserted.
Section 5 – Project Specific Changes		
1.	Clauses 3, 5.2A, 6.1(a), 6.1(b), 8.1(b), 8.1(e), 14.2(a), 14.5(a), 16.1(a) and 51.6 and definitions of "Permitted Project Co Operations" and "Project Co Party"	There is various drafting throughout the Agreement to address "Permitted Project Co Operations". The definition of "Project Co Party" has been amended to include reference to Project Co's sub-licensees as well as agents and contractors.
2.	Clause 5.2(a)	Insertion of "but subject to Clauses 16.2 and 16.3".

No.	Clause/Schedule ref.	Amendment made
3.	Clauses 5.2(e), 6.3, 14.2, 18.3, 19.1, 22.11, 23.1, 23.4, 28.1, 28.2, 41.1, 41.3, 41.4(d), 41.7, 41.8(c), 41.9 and 43.10, and definitions of "Actual Completion Date", "Board's Commissioning", "Board's Post Completion Commissioning", "Certificate of Practical Completion", "Commissioning End Date", "Facilities", "Final Commissioning Programme", "Operational Term", "Outline Commissioning Programme", "Phase Commissioning Completion Certificate", "Phase Completion Date", "Phase 3 Actual Completion Date", "Phase 3 Completion Date", "Phasing Plan", "Project Co's Post Completion Commissioning" and "Project Co's Pre-Completion Commissioning"	There are consequential amendments throughout the Agreement to reflect the phased nature of the Works.
4.	Clauses 5.3, 6.3, 14.1(b), 14.3, 14.5, 14.7, 18.1, 24.1, 24.5, 41.3, 41.11(b), 43.1 and 45.1, and definitions of "Contractor's Site Manager", "Contractor's Site Rules" and "Works Site"	"Works Site" used instead of, or in addition to "Site" throughout the Agreement.
5.	Clause 5.3(e), and definitions of "Board Access Works", "Board Access Works Contract", "Phase 1 Board Access Works", "Phase 2 Board Access Works" and "Phase 3 Board Access Works"	New provision inserted requiring the Board to procure the completion of various access road works.
6.	Clause 5.3(f) and definition of "Catering Service"	New provision inserted restricting the Board from providing catering services which compete with those provided by Project Co.
7.	Clause 5.3(g) and definitions of "Demolition Works", "Demolition Works Site" and "Demolition Works Specification"	New provision inserted requiring the Board to procure the completion of various demolition works.
8.	Clause 5.3(h) and definitions of "Cable Diversion Works" and "Cable Diversion Works Specification"	New provision inserted requiring the Board to procure the completion of various cable diversion works.

No.	Clause/Schedule ref.	Amendment made
9.	Clauses 5.6, 18.1(a) and definition of "Joint Operating Protocol"	<p>Insertion of a new provision at clause 5.6 requiring both parties to comply with the terms of a Joint Operating Protocol.</p> <p>Cross references to the Joint Operating Protocol are then referred to throughout the Agreement.</p>
10.	Clause 5.8	<p>New provision inserted requiring Project Co to co-operate with the Board in relation to the carrying out of the access road works, demolition works and cable diversion works.</p>
11.	Clauses 8.6, 17.3 and 28.9 and definitions of "Ad-Hoc Payment", "Annual Service Payment", "Energy Consumption", "Monthly Service Payment", "Monthly Service Payment Statement", "Performance Failure", "Service Failure", "Service Payments" and "Unavailability Event"	<p>Various amendments have been made throughout the Agreement to conform the terminology used to the payment mechanism that has been adopted for this project.</p>
12.	Clauses 10.2, 14.4, 14.5(a), 15.1(c), 15.1(d), 15.2, 41.3(h), 41.3(i), 41.10, 41.11(c) and 41.11(d) and definitions of "Ancillary Rights", "Certificate of Title", "Disclosed Data" and "Title Deeds"	<p>Various drafting has been inserted throughout the Agreement to reflect the fact that a Certificate of Title will be provided to Project Co, and that Project Co will be conducting title due diligence solely by reference to this Certificate of Title.</p> <p>All references to "Title Deeds" amended to refer to "Certificate of Title".</p> <p>New Delay Events have been inserted at Clauses 41.3(h) and 41.3(i), and new Compensation Events have been inserted at Clauses 41.11(c) and 41.11(d), to protect Project Co against the exercise of third party property rights not disclosed in the Certificate of Title, and to protect against the consequences of errors, omissions or inaccuracies in the Certificate of Title.</p>
13.	Clause 14.1	<p>Insertion of reference to the Licence being extended to "those referred to in the Transitional Arrangements Schedule".</p>
14.	Clauses 14.2(b), 19.1, 23.7, 23.8, 23.9, 41.1, 41.3, 41.7, 41.11(b) and 50.8 and definitions of "Finishing Works", "Finishing Works Actual Completion Date", "Finishing Works Completion Certificate", "Finishing Works Completion Date" and "Works"	<p>New drafting has been inserted in various places to cover the fact that Project Co will be undertaking "Finishing Works".</p>

No.	Clause/Schedule ref.	Amendment made
15.	Clause 14.3	Insertion of “subject to the terms of the Licence” before “have or be entitled to exclusive possession”.
16.	Clause 15.3	“Site” changed to “Demolition Works Site”.
17.	Clause 16.3 and definitions of “Ancillary Rights”, “Deed of Servitude” and “Deed of Servitude Counterparty”	Additional provisions have been inserted setting out the process to be followed if Deeds of Servitude are required in connection with the Works.
18.	Clause 23.6	Insertion of “installation or” before “transfer”.
19.	Clause 27.1	Insertion of “Subject to Clause 27.2” at the beginning of this clause.
20.	Clause 30	The content of this clause is still being finalised. However, it is anticipated that this will include a number of project-specific derogations.
21.	Clause 33.4	Insertion of the following wording at the beginning of the clause: “Insofar as not in conflict with an express obligation of Project Co under this Agreement, in particular the carrying out of the Works in Phases”.
22.	Clause 35.1 and definitions of “Contract Month” and “Contract Year”	Reference to “the Payment Commencement Date” changed to “Payment Commencement Date 1, Payment Commencement Date 2 and Payment Commencement Date 3”. Pro-rating provisions included in the definitions of “Contract Month” and “Contract Year”.
23.	Clause 39.3(i) and definitions of “Emissions Specific Change in Law” and “NHS Specific Change in Law”	Insertion of “(other than any Emissions Specific Change in Law)” after “such Change in Law”. The definition of “Emissions Specific Change in Law” reads as follows: “means any Change in Law which (a) causes carbon dioxide emissions by an installation at the Facilities to become subject to the GGETS Regulations, (b) causes greenhouse gas emissions other than carbon dioxide by an installation at the Facilities to become specified emissions under the GGETS Regulations, (c) introduces or amends the regulation of any emissions other than greenhouse gases by an installation at the Facilities (whether by introduction of a trading scheme, permitting scheme or otherwise), or (d) regulates the emission of greenhouse gases (including carbon dioxide) by a mechanism other than the GGETS Regulations”. Addition of “including an Emissions Specific Change in Law” at the end of the definition of “NHS Specific Change in Law”.

No.	Clause/Schedule ref.	Amendment made
24.	Definition of "Ancillary Rights"	Insertion of the following wording after "egress from the Site": "together with rights to use, connect into, inspect, maintain, repair, replace, renew, lay or install and if required remove any pipes, wires, cables, sewers and others for the provision of water, sewerage, soil, drainage, gas, electricity, telephone and all other services in or under and/or serving the Site and the Facilities, which rights during the Construction Phase shall be exercised"
25.	Definition of "Disclosed Data"	Insertion of "any spreadsheet models made available electronically" after "data and documents, including".
26.	New definition of "EIB Loan Agreement"	New definition to be inserted.
27.	Definition of "Insurance Proceeds Account"	Reference to "Funding Agreement" changed to "Insurance Proceeds Account Agreement".
Section 6 – Previously Approved Derogations		
1.	Recital A	Reference to redeveloping facilities changed to developing facilities.
2.	Recital B	Description of project inserted.
3.	Clause 7	Optional clause covering warranties not used.
4.	Clauses 8.6, 8.7(d), 25.2, 27.1A, 27.3, 27.4, 28.10, 32.12, 32.17, 33.1, 33.2, 35.1A, 42.1, 46.2, 47.4(f), 47.7 and 54.3 and definitions of "Interim Service Failure", "Interim Service Statements", "Interim Services" and "Services"	All optional references to Interim Services have been deleted.
5.	Clauses 9.5, 48.13(a), 50.1, 50.2 and 62 and definitions of "Ground Lease" and "Sub-Lease"	All optional references to a Ground Lease have been deleted.
6.	Clauses 10.1, 10.2 and 10.3	All cross-references to clause 7 have been deleted.
7.	Clause 11.1	Details of the Board's Representative have been inserted to complete the gap in Standard Form.

No.	Clause/Schedule ref.	Amendment made
8.	Clause 15.2	The cross reference to clause 7 has been deleted.
9.	New Clause 16A, Clauses 41.3(j) and 41.11(a), and definitions of "Adverse Planning Decision", "Planning Challenge", "Planning Challenge Dismissal" and "Relevant Authority"	Provisions dealing with judicial review risk have been inserted.
10.	Clause 17.5(d)	Insertion of a new clause: "Notwithstanding Clauses 17.5(b) and 17.5(c), Project Co shall be responsible for ensuring that all such hoarding, site boards, plaques and/or other signage complies with all relevant guidance issued to NHS Boards by the Scottish Executive including "Identikit" issued by the Scottish Executive in June 2001".
11.	Clause 17.6	Cross reference to Section 9 of Part 8 of the Schedule inserted to complete gap.
12.	Clause 21	Insertion of project-specific provision as follows: "Project Co shall procure, supply, install, maintain and renew the Equipment to the extent required under Part 13 of the Schedule."
13.	Clauses 22.15 and 22.15A	Clause 22.15 deleted.
14.	Clause 22.17	Insertion of the following additional wording at the end of the clause: "and the appropriate section of any health and safety file together with all as-built drawings and operation and maintenance manuals and results of technical commissioning".
15.	Clause 23.5	Gap completed to include details of operational manuals which the Board requires to be provided.
16.	Clause 27.2	The following provision has been inserted: "Project Co shall procure that the provision of the Services in respect of each Phase commences from the relevant Phase Actual Completion Date".
17.	Clause 30	Various amendments have been made to ensure consistency of defined terms (for example, references to "Transferring Employee" have been changed to "Transferring Board Employee", and references to "Relevant Transfer Date" have been changed to "Relevant Service Transfer Date". Other amendments have been made to conform the drafting to the project, case law and/or Scotland.

No.	Clause/Schedule ref.	Amendment made
18.	Clause 30.23	Clause deleted.
19.	Clause 32.1	Insertion of “and any other premises occupied by the Board” after “the Facilities”, and insertion of “or other premises occupied by the Board” at the end of the clause.
20.	Clause 32.5	Insertion of the following at the end of the clause: “In complying with the provisions of the Board Policies [in relation to Transferring Board Employees], Project Co shall, and shall procure that all Project Co Parties shall, comply with the relevant requirements of the Race Relations (Amendment) Act 2000 [and the Board’s Race Equality Scheme] as it were the Board”.
21.	Clauses 32.10 and 32.11	Various amendments to delete references to “police checks”.
22.	Clause 32.14	Additional wording has been inserted at the end of the clause as follows: “To the extent that the Board receives any information concerning any employee of Project Co as a result of Project Co’s compliance with this Clause 31.14 Project Co shall, and shall procure that any relevant Service Provider shall, ensure that all necessary consents are obtained from the relevant employee before such information is provided to the Board.”
23.	Clause 32.19	Additional wording has been inserted at the end of the clause as follows: “Project Co shall procure such written consent from each staff member at the time of their medical screening or treatment”.
24.	Clause 33.7	Not used
25.	Clause 35.2	Provisions setting out invoicing and payment arrangements have been inserted.
26.	Clauses 36.17 and 36.22(c)	Threshold for claims inserted.
27.	Clause 37, and definitions of “Custodian” and “Custody Agreement”	Various amendments have been made to this clause, to conform it to Part 3 of the Schedule. The definitions “Custodian” and “Custody Agreement” have been deleted.
28.	Clause 39.3	Insertion of “per annum” after “one thousand pounds (£1000) (index linked)”.

No.	Clause/Schedule ref.	Amendment made
29.	Clause 47.4	Various amendments made to the provisions relating to transfer of equipment etc. on termination.
30.	Definition of "Clinical Use"	Reference to "any Project Co staff" changed to "any Project Co Party".
31.	Definition of "Completion Date"	Insertion of completion date.
32.	Definition of "Decanting and Commissioning"	Definition completed so as to read as follows: "means the decanting and commissioning activities set out in the relevant Final Commissioning Programme and [x] of Part 12 of the Schedule".
33.	Definition of "Equipment"	Definition completed so as to read as follows: "means the equipment identified in Part 13 of the Schedule".
34.	Definition of "Hospital"	Details of the new Forth Valley hospital have been inserted.
35.	Definition of "Indemnity Period"	Definition completed so as to read as follows: "means the period commencing from the time direct physical damage by an insured occurs and ending when the claimant ceases to be affected in consequence of the damage, such indemnity period to be no longer than the maximum indemnity period as stated in Part 21 of the Schedule".
36.	Definition of "Junior Debt"	Definition completed so as to read as follows: "has the meaning given in Section F of Part 23 of the Schedule".
37.	Definition of NHS Pension Scheme"	Definition completed so as to read as follows: "means the National Health Service Pension Scheme for Scotland, the rules of which are set out in the National Health Services Superannuation Scheme (Scotland) Regulations 1995 as amended or substituted from time to time".
38.	New definition of "Patient Rights and Responsibilities"	Insertion of a new definition as follows: "means the document entitled "The NHS and You" issued by the Scottish Executive in June 2005".

No.	Clause/Schedule ref.	Amendment made
39.	New definition of "Recognition Agreement"	Insertion of a new definition as follows: "means any agreement or arrangement made by or on behalf of one or more trade unions and one or more employers or employers' associations relating to the recognition of a trade union or unions by an employer to any extent for the purpose of collective bargaining (as defined by Section 178(2) of the Trade Union and Labour Relations (Consolidation) Act 1992".
40.	Definition of "Restricted Person"	Paragraph (c) completed as follows: "any person who has a material interest in the development, production or sale of pharmaceutical products or preparations".
41.	Definition of "Retained Services"	Definition deleted.
42.	Definition of "Subordinated Debt"	Definition deleted.
43.	Definition of "Transfer Date"	Definition deleted.
44.	Definition of "Variation Order"	Definition deleted.

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