

Relationship-based contracting in public-private partnerships: Better value for money for government

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Introduction: Alliances on the advance in Australia

Traditionally in Australia, principals have paid contractors a lump-sum fee or on a schedule-of-rates basis for services or goods supplied. In recent years there has been a growing trend to replace these long-established contracting bases by enhanced principal-contractor relationships with joint decision-making, more risk-sharing, and more sophisticated rewards-sanctions structures. Generally known as "alliancing", these types of relationships have become popular in a number of industries such as airlines, IT, oil and gas, and construction. Types of alliances may range from joint ventures for one-off projects to long-term outsourcing relationships, with the latter becoming increasingly common in the areas of accounting and finance, logistics, facilities management, maintenance, engineering and planning. Alliancing principles are also seen in public private partnerships (PPP) between the public sector and private participants. Overall, the Australian experience over the last fifteen years has been successful, although some lessons needed to be learned along the way.

Over the last few years, Germany has also embarked on various co-operative concepts (including PPPs) in delivering major infrastructure and defence projects. This paper will take a closer look at the alliancing concept in Australia, and explore potential lessons to be transferred to Germany. It will outline how governments can obtain better value for money by using relationship-based contracting approaches in public-private partnerships.

Basic concept: Joint objectives and shared risks

Alliancing originated in the construction industry, specifically in the North Sea oil and gas projects. One outstanding example is the Andrews Field project, in which British Petroleum formed an alliance of seven planning and execution partners, thus reducing costs by 20 to 30 percent and achieving time savings of six months in total.

In their purest form, alliances are project-based and characterized by the following key features:

- The parties are collectively responsible for performing the work and generally assume collective ownership of all risks associated with delivery of the project;
- The project owner pays the non-owner project participants for their services on a 100% open-book compensation model which covers
 - project costs and project-specific overheads
 - a fee to cover corporate overheads and "normal" profit, and
 - an equitable share of the "pain" or "gain", depending on the project outcome as compared to the parties' joint targets.The downside to the non-owner participants is usually limited to the loss of the corporate overheads and normal profit;
- The alliance is led by a joint body (typically called the Project Alliance Board or Alliance Leadership Team) composed of senior representatives of the owner and non-owner participants, whose decisions are unanimous;
- Day-to-day project management is performed by a joint management team (typically called the Project Management Team or Alliance Management Team), and supported by various integrated project teams where all project members are chosen and allocated tasks on a "best for project" basis;

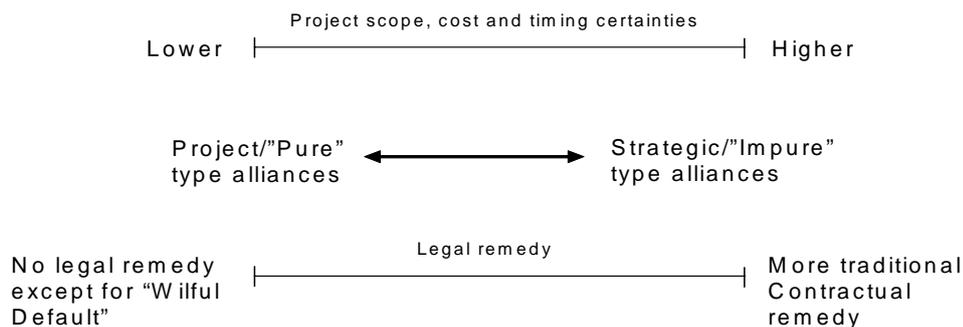
- the parties agree to resolve issues or disputes within the alliance (by escalating up to the Project Alliance Board) with no recourse to litigation except in the case of “wilful default”.¹

Examples of such alliances in Australia include the Wandoo and East Spar offshore gas projects, Sydney Water’s Northside Storage Tunnel Project and Priority Sewage Project, the Queensland Clean Fuels Project, the National Museum of Australia Project, Western Australian Water Corporation’s Woodman Point and desalination water project and a number of road projects in Queensland and New South Wales.

In addition to "pure" alliances, there are other modified forms which, while relying on alliance-style management and remuneration structures, retain more features of traditional contracting and adopt a less radical approach to risk assumption and liability. One modified form is “strategic alliances” relationships in which organisations share risks, pool strengths, or integrate business functions for mutual benefit but remain distinct entities.

Examples of strategic alliances include projects such as the outsourcing of major rail infrastructure capital and maintenance works by the then NSW Rail Access Corporation, State Rail Authority of NSW and BHP Steel, alliances for facilities management by NSW Police, Alcoa, and Incitec, alliances for EPC and maintenance services by Santos, and the TVR telecommunications project in New Zealand. The diagram below shows the risk profile for the different forms of alliancing.

Risk Profile



Alliances for large-scale projects: Benefits and challenges

The Australian Constructors Association has defined relationship-based contracting as “a process (...) which aims to remove barriers, encourage maximum contribution and allow all parties to achieve success”², pointing out that “the focus is on a cooperative endeavour to improve project outcomes, rather than establishing a legal regime to penalise non-conformance.” For large-scale, complex projects the Association considers alliance-style contracting to be superior to traditional structures: “For larger projects (with many) uncertainties, the client can better manage its risks through a more cooperative approach where the risk is embraced rather than transferred. (...) An alliance offers the parties a technique to ensure that the goals of the client and contractors are more closely aligned within a gain-sharing/pain-sharing framework (...)”.

As a general rule, alliancing is best suited for large-scale, complex projects which are subject to substantial change, involve state-of-the-art technology, are affected by external factors (such as

¹ Wilful default is not confined to a breach of contract or other legal wrong. An example of wilful default could be defined to occur if it satisfies 3 elements: it is wanton or reckless; it has consequences which are harmful and avoidable; and it amounts to a wilful and utter disregard for those consequences.

² Australian Constructors Association, “*Relationship Contracting - Optimising Project Outcomes*”, 1999.

regulation or environment) and/or involve substantial maintenance or augmentation activities which can be rendered better or more economically by a joint principal-contractor team. For projects of this kind, the advantages of alliancing include:

- Reduced bidding time and costs;
- Reduced project management costs, due to fewer contracts and interfaces and an integrated team;
- Non-adversarial approach with common, rather than conflicting, project objectives (including with regard to safety and environment);
- Flexible access to the contractor's resources, avoiding the need for the owner to set up a large in-house engineering group;
- Flexibility to vary development concepts in the process, while maintaining the schedule and cost.³

Further, the performance measurement system may include non-cost performance objectives such as environmental and safety criteria, industrial relations, and community expectations.

However, alliance-based contracting also has its challenges and requires major efforts from all parties, and accordingly may not be appropriate for "straightforward" projects where risks are easier manageable. The following quotes have been taken from various industry sources:

"It took a lot of effort to get the management of the four companies in our alliance to think the same way (...). It sounds simple and everybody thought it was a good idea, but there is a considerable amount of management time and effort required to make an alliance work. If you don't commit the time, it doesn't work. If you do commit the time, it is still hard work." Robert Jones, Woodman Point Project.⁴

"Alliancing is not the next saviour of the world (...).The challenge for the industry in the new millennium is how we take the behaviours that make alliances work - things like trust, commitment and respect - and get them back into our more traditional delivery strategies." Jim Barrett of the Australian Construction Association⁵

In an article on a prominent project in Australia, it was stated that "one of the critical issues uncovered is that contract alliances work well when progress is good. However, when a contract falls behind and any bonuses (or penalties) have been used up, the incentive for a contractor to perform at optimum pace is lost."⁶

These quotes emphasise the importance of putting in place the right risk profile for a project, choosing the right partners, and setting up a well-drafted contract which clearly articulates the risk allocation and/or sharing among the parties, and protects the parties' respective rights and interests. Parties to a new alliance should never underestimate the cultural changes which are likely to be required to establish the more open relationship and to manage the transition from a principal/contractor arrangement to being part of a "blended" team.

Determining the risk profile: From risk transfer to risk sharing

To assess the value for money of infrastructure programs, Australian government authorities use the following criteria:

- Risk transfer - relieving the government of the substantial, but often undervalued, cost of asset-based risks;

³ Campbell, P and Minns, D, "*Alliancing - The East Spar and Wandoo Projects*", AMPLA Bulletin, Vol 15(4) p202.

⁴ Cave, M, *Alliances*, The Australian Financial Review Magazine 2000.

⁵ Cave, M, *Alliances*, The Australian Financial Review Magazine 2000.

⁶ Treadgold, T, "*Woodside blow-out spurs tough remedies*:", Business Review Weekly, March 23, 1998.

- Whole of life costing - fully integrating up-front design and construction costs with ongoing service delivery, and operational, maintenance and refurbishment costs;
- Innovation - providing more opportunity and incentives for innovative solutions for service requirements; and
- Asset utilisation - greater opportunities to generate revenue from the use of the asset by third parties (which may reduce the cost that government would otherwise have to pay as sole user)⁷.

Risk management is a key ingredient to ensuring value for money. Traditionally, in major projects or projects involving project financing, the most common approach to risk management has been to enter into fixed-time/fixed-price “turnkey” contracts in which the risk of cost overruns, delays, and technology is passed to the contractor. The owner would then obtain insurance for those risks which the parties are unwilling to assume. The downside of this approach is that the transfer of risks will inevitably increase project costs: Contractors will seek a higher return on investment for assuming a “higher” level of risk, and insurance premiums will be higher.

For both pricing and management reasons, optimal risk allocation dictates that particular risks are allocated in line with the capacity to control and manage at least cost. Therefore, if a party is able to control a risk by limiting either its likelihood or its consequences, it may be better for that party to assume the risk than to allocate it to a party which has no control over it. This is where alliancing comes in: Within the context of a joint team-based approach, it often allows better risk allocation than traditional PPP structures.

1. Traditional PPP approach: Risk transfer and focus on costs. For PPP projects, various Australian State and Territory governments have adopted the Public Sector Comparator (PSC) as the preferred tool for analysing the costs and benefits of risk transfer. For a series of alternative delivery options, the analysis identifies and prices key risks, taking into account their probability, and determines who is best able to manage them. Under the PSC framework, the value for money of a project is improved each time a risk is transferred to the private sector because it can better manage that risk; by contrast, if a risk is transferred which the private sector is unable to manage (or to manage better than the public sector) this will reduce the project's value for money.⁸

While this paper does not intend to explore the PSC process in detail, it should be noted that this tool is not suitable for all types of project. Some statements made in a recent report⁹ by the United Kingdom's National Audit Office (NAO) would also apply for Australia: Among other things, the report points out that “to justify PFI¹⁰ solutions, departments have relied too heavily on public sector comparators. These have often been used incorrectly as a pass-or-fail test; have been given a spurious precision which is not justified by the uncertainties involved in their calculation; or have been manipulated to get the desired result. (...)”. Moreover, a NAO report into the London Underground has shown that value for money comparisons are of limited use in assessing complex projects.¹¹

One central point of criticism is that PSC evaluations focus too much on costs and do not give adequate consideration to “optimum combination of whole-life costs and quality to meet user requirement”.¹² For instance, the Fitzgerald report¹³ recommends that the Victorian government

⁷ In *Partnerships Victoria* projects, bids are assessed against benchmarks to ensure value for money, as compared with the cost to government to deliver the project itself. The Public Sector Comparator benchmark can be used to calculate the full, risk-inclusive cost of providing the service over the life of the project. Other factors such as non-quantitative risks in the proposed service levels and capabilities are taken into consideration in the overall assessment.

⁸ Arthur Andersen and Enterprise LSW, “*Value for Money Drivers in the Private Finance Initiative, a report commissioned by the Treasury Taskforce, 17 January 2000*”, see section 4.23.

⁹ National Audit Office, “*Delivering better value for money from the Private Finance Initiative*”, June 2003

¹⁰ PFI means Private Finance Initiative. This is the term used for PPP projects which use private financing.

¹¹ National Audit Office, “*London Underground PPP: Were they good deals?*”, June 2004

¹² Nisbett, J, “*PFI: Are PFI/PSC Comparisons Reliable?*”, *Construction & Engineering Law*, Vol 8, Issue 4

pilot new financial and partnership structures that combine the benefits of private-sector risk taking with the government's comparative advantage in securing funds. The report also recommends that the PSCs should be reformed to become just one of the factors in procurement decisions and in the calculation of value for money.

2. Alliancing: Better value for money through risk-sharing. In an alliancing scheme, value may be created through the very asymmetry of interests between the government and the private sector. Provided that the public alliance partner is willing to participate actively, risk sharing and compensation mechanisms can be structured in such a way that higher returns can be achieved by both parties. Instead of the private contractor undertaking theoretically or arbitrarily determined functions and services, the partners jointly determine the best means to fulfil given objectives.¹⁴ This way, the private-sector partner will not have to put high risk premiums on risks that it is not in the best position to manage.

The public-sector partner, in turn, can reduce the risk associated with the contractors' capacity to perform. It gains detailed knowledge of each contractor throughout the project definition phase, and is therefore provided with the necessary information to assess which risks should be allocated to particular contractors. It can also break its ties with the contractors at any time on predefined terms. As such, alliancing allows for real competition between the private sector parties. For complex projects, it is the best system to define value, allocate risks optimally, and demonstrate that having public sector tasks performed by the private sector produces quality and lowers costs.

In alliancing-based projects, the definition of value for money goes far beyond the usual PSC criteria, to include:

- Effectiveness and quality of service provision;
- Involvement of the relevant stakeholders (including environment and community);
- Review process and performance measures;
- Creating a learning culture and training program for the public sector - skills transfer;
- Governance arrangements for both public and private sectors (through performance, accountability and transparency, rather than just risk transfer);
- Value management and value engineering;
- Robust, demonstrable and auditable financial analysis through open-book auditing.¹⁵

It is important to note, however, that the set-up costs for an alliance are high, which is why alliancing in complex, high-value projects is more likely to offer the potential for ensuring value for money. Two recent examples of alliancing projects which, according to independent audits, have provided value for money are the National Museum of Australia and Sydney Water's Northside Storage project. Both were publicly financed.

"Alliance-style" risk sharing is not new for Australian government authorities: In the Sydney Harbour Tunnel project (the first BOT infrastructure project), the New South Wales Government underwrote the revenue stream for the private sponsors.¹⁶ Even current PPP projects often comprise a number of risk sharing regimes. A common concept here is the "Material Adverse Event" (MAE): The parties negotiate a commercial outcome if a specifically defined event occurs – such as force majeure, native title land claims, a specified change in government policy that would affect the particular project (or other similar projects), or an increase in tariffs. PPP concession agreements typically provide for the private sector party to bear the initial risk until it can be proved

¹³ Fitzgerald, P, "*Review of Partnerships Victoria Provided Infrastructure*", Final Report to the Treasurer, Victoria, January 2004

¹⁴ SEFI Association of French International Contractors, For New Public-Private Partnerships in Infrastructure

¹⁵ Price Waterhouse Coopers, "*Value for money in public/private partnerships - A Briefing for Local Authorities*", February 2001

¹⁶ See the Ensured Revenue Stream Agreement in the Sydney Harbour Tunnel (Private Joint Venture) Act 1987

that the event in question has had a material adverse effect on the party's ability to service its debt and pay investors their "base case" return on equity. If an MAE occurs, the private sector party is entitled to negotiate with the government in order to restore its previous ability to receive a "base case" return on its investment.

3. Overview: Comparison of risk allocation under a traditional and an alliance-based PPP delivery structure. As explained previously, alliancing tends to suit high-risk and complex projects where the scope is not clearly defined. Any decision for or against an alliance should therefore be based on a critical assessment of how risks and opportunities can be managed (including risk transfer or sharing) under an alliance compared against a traditional delivery model.

The following table sets out a typical risk allocation regime under a PPP structure, a pure alliance structure and a strategic alliance structure.

Table 1: Comparison of Risk Allocation Structure

Risk	PPP preferred allocation	"Pure" alliance	"Strategic" alliance
Site risks (site conditions, approvals, environmental)	Private party	Shared except in the case of wilful default	Shared, except to the extent caused by the contractor's breach
Design, construction and commissioning	Private party	Shared except in the case of wilful default	Shared, except to the extent caused by the contractor's breach
Financing	Private party	Government	Government
Tax	Private party	Government	Government
Operating and maintenance	Private party	Shared, except in the case of wilful default	Shared except to the extent caused by the contractor's breach
Market	Private party, except to the extent of any specific government commitments (such as availability payment, changes in traffic network, interface, etc)	Government	Government
Industrial Relations	Private party	Shared, except in the case of wilful default	Contractor
Legislative and Government policy	Private party, except for changes in law/policy of the State directed specifically at the project	Shared, except in the case of wilful default	Shared, except to the extent caused by the contractor's breach

Force Majeure	Private party, except government holds some risk of service discontinuity subject to insurance availability	Shared, except in the case of wilful default	Shared
Asset Ownership	Private party	Government	Government

As an example, the Australian central (Commonwealth) government has been increasingly using alliancing to deliver complex projects for defence equipment. Unlike infrastructure projects such as roads, schools, hospitals and prisons, the defence sector projects range from relatively straightforward projects, such as accommodation, to highly complex projects involving high technology and customised requirements (such as submarines, ships, fighter aircraft, etc). The size and complexity of those projects increases the risk of delay and default, especially where the technology is undeveloped, or is new and untested.¹⁷

Choosing the right partner: Alignment of interests is crucial

The primary issue when choosing a project partner is whether the relationship can be sustained over the long term. The basic ingredients of a successful relationship also apply for PPPs:

- Planning and specification - so that the government's desired outcomes and output specifications are clear to the market;
- A genuine and viable business opportunity for the private sector;
- Certainty of processes - so that tender conditions are clearly understood before the project proceeds;
- Balanced bid evaluation - based on more than simple financial comparison. Non-financial goals such as environmental, safety and community expectation are also evaluated;
- Clear contractual arrangements - centred on key performance indicators so as to promote performance and minimise disputes;
- Recognition of the partnership - to encourage good faith and goodwill between the government and the private sector in all project dealings.

It is sometimes argued that the selection of an alliance partner should be based on price competition, as this will promote an alignment of interests between the parties: The concept is that without price competition, the commercial objectives of the owner/principal and the other project alliance participants will not be aligned until target project costs have been established: The owner will be interested in keeping cost as low as practical, but still sufficient to provide a functional outcome, while contractors will aim for higher target costs to cover their risks and increase their returns. With price competition, contractors' interests will shift toward lower target project costs. However, another important factor to consider is to what extent price competition will compromise the co-operative elements of alliancing.

The UK Ministry of Defence uses non-competitive procurement to procure complex military equipment where there are "compelling reasons". It also pursues different forms of relationship contracting, as it has found them to have beneficial effects on costs and performance. The Ministry

¹⁷ Standards and Poor, "Credit Survey of the UK Private Finance Initiative and Public Private Partnerships", April 2003 - see section on "Unique risks posed by UK Defence Public Private Initiative Partnerships"

See Keynote address "The Road Map for the Defence Public Private Partnership" by the Hon Fran Bailey MP, Parliamentary Secretary to the Minister for Defence at the Defence Summit in February 2003

uses processes which aim to replicate the pressures in private business competition: A long-standing agreement between the government and industry bodies sets out the rate of profit that contractors should earn on non-competitive contracts, requires disclosure of data relevant to the agreement of a fair and reasonable price, and allows the parties to refer a contract to an independent review board if they believe that there has been inequality of information that may have led to an excess profit or substantial loss.¹⁸

This may be a useful basis for the design of PPP policies for alliancing projects.

Alliance contracts: Some key features have proven effective

An alliance contract should be drafted to foster mutually rewarding goals, and to facilitate the management of the contractual relationship. It should emphasise the positive aspects of the relationship, such as common objectives, fair and equitable risk sharing, and increased value for project participants if performance standards are met, and should attempt to move strict legal issues to the background. Overall, the contract should provide for a closer party/party relationship than assumed under the usual general conditions of contract.

In Australia, alliance contracts generally have the following features:

- A management, reporting and issues resolution structure comprising an alliance board, an alliance management team and an integrated process/development team;
- An obligation on the alliance participants to act reasonably and in good faith;
- For project alliances - no liability for alliance participants (or no liability except for wilful default);
- A performance based remuneration structure comprising a “cost plus fee” approach on an “open book” basis;
- A right for the owner/principal to terminate for its own convenience; and
- A force majeure clause.

The core of any alliance contract is a series of commitments to behave in a manner consistent with the alliance principles set out in the contract itself, or in an associated alliance mission statement. Some examples for alliance principles include:

- “To produce outstanding results in the successful execution of the work in the Project Alliance Agreement”;
- “To establish and maintain an environment which encourages honest, open and timely sharing of information and a willingness and desire to consider and implement new ideas in order to create a mutual winning position for the Project Alliance Participants”;
- “To share and transfer such behavioural aspects to all persons associated with the work under the Project Alliance Agreement in order to achieve maximum success in all respects”;
- “To avoid disputation or litigation” or “to notify each other of perceived or real differences of opinions or conflicts of interest immediately they arise and to strive to resolve such difference or conflicts without any form of claims or litigious action”.¹⁹

As far as formal contractual arrangements are concerned, the alliance can either be based on an all-encompassing alliance contract covering all the participants’ rights and obligations, or an umbrella contract covering certain key matters, but anticipating separate works contracts between the project owner and the non-owner participants for each parcel of work. The former contractual structure is more commonly used. The latter contractual structure has been used on the East Spar

¹⁸ National Audit Office, “*Non-Competitive Procurement in the Ministry of Defence*”, October 2001.

¹⁹ Extract from an alliance mission statement in an actual alliance contract.

project, the Queensland Clean Fuels project and the Asset Control Enhancement project by Santos.

A variant of the all-encompassing structure is an interim alliance agreement between all participants, during which they jointly carry out a survey of risk, value engineering, and management studies, and establish key performance indicators such as cost and targets. Following resolution of those targets and other commercial issues, the participants then enter into a final alliance agreement for the delivery of the project.

Change of culture: Trust and shared responsibility

Traditional project forms aim to transfer risks to the contractors – in alliancing projects, participants share risks and rewards in accordance with a pre-agreed structure. This is one of the major reasons why alliancing has not been extensively used in project-financed deals: Financiers are concerned about the uncertainty of having no guaranteed contract price or completion dates, no standard protections, and no “deep pocket” sponsor.

It may be time that project sponsors (including governments) and project financiers reconsider their risk management approach. In complex projects with substantial “unknown” risks, alliances may well be the more appropriate delivery structure to achieve timely and cost-effective delivery targets (while transferring risks may increase project costs because the government pays a risk premium to the contractor). Initially, a viable approach might involve a “deep pocket” sponsor or government giving a financial guarantee to support the alliancing delivery strategy. This may add support to the “value for money” proposition.

Migrating toward alliancing-type structures will, however, require a considerable degree of rethinking on the part of public sector. For instance, the assumption that arranging a partnership with the private sector will by itself deliver improvements is a fallacy. While industry partners tend to work towards enhancing efficiency (often manifested in the structure and number of staff employed), public project owners have frequently been disappointed about these efficiency measures, feeling they have not received the quality of service they had anticipated. This is not necessarily the fault of the industry partner. It can be due to the misconception that PPPs will intrinsically result in financial savings for the public sector. In reality, bringing about the improvements that government needs and desires will often require the performance of the government organization to increase. Hence, public project owners will need to move from the old culture of “lowest price” to one of “best value”, where the best solution may in fact cost more.

PPPs also need a joint approach to change management – a “no-blame culture” in which risks are shared openly. Perhaps a certain amount of conflict will be inevitable between the public sector ethos of democratic benefit and the private sector's emphasis on profit and shareholder interests. However, there are enough successful examples for optimism. A lot depends on the leadership and character of key individuals involved in the procurement and delivery of these projects. PPPs have the potential to redefine the boundaries of public sector service provision, without moving away from the principle that many services should continue to be free (or highly subsidised) at the point of use.

Conclusion: Lessons learnt from the Australian experience

In conventional PPP projects, the government tendering system is typically directed at achieving lowest-cost bids. With alliances, the evaluation team must adopt a new approach, as it will have to assess bids with a view to establishing a different type of relationship – that is, rather than producing a “hard dollar” figure for evaluators to assess and compare, alliance bids and contracts are frequently expressed in terms of relationship intentions and statements of co-operation, which do not provide the “black and white” legal entitlements which public sector evaluation team are familiar with. Likewise, the government's contract administration processes will need to be adapted. Government traditionally has appointed quantity surveyors or “independent verifiers” to certify milestones of construction and pursue contractors to remedy defects and mitigate delays. In

alliances, the parties agree to discuss the contractors' performance-related issues and negotiate practical solutions on a risk-sharing basis.

"Hard dollar" contracting is probably best suited for projects which do not involve difficult design or implementation challenges, as they raise no new issues and there are no material uncertainties that would require the contractor to include a large risk premium in its price. If, however, a public sector project involves some element that is unknown (or is yet to be fully defined), whether in its design, operation, or construction, alliancing may well be the superior option. For example, if some aspect of the site conditions is unknown, it may be better value for money for the government to share that risk on an alliance basis, rather than having the bidders add a risk premium to their pricing. Alliancing may also be suitable where the timetable for delivery does not enable the government to develop detailed specifications before the tendering process is undertaken.

As a final thought, government authorities may be tempted to seek "hard dollar" quotes for part or all of the work, and then overlay an "alliance-style" risk sharing scheme upon some part of it. The risk of this approach is that, if the contractor's margins have been reduced (via the bidding process) for the "hard dollar" component of the works, risk-sharing on some higher-risk items may cause the contractor to suffer an overall loss. In such cases, alliance contracts will not generate the benefits intended, and contractors will revert to quoting a risk premium for those risks which cannot be fully evaluated.

In economic infrastructure projects (such as toll roads) where the user of the services is charged directly by the concessionaire, an alliance relationship may be an appropriate way of dealing with certain deal-specific risks which neither party can manage directly. In Australia, "Material Adverse Change" clauses are commonly used to establish a framework for the sharing of risks that fall outside the control of either party, and sometimes for risks that the government does control (such as discriminatory legislation).

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Brief CV

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