

Task Finder Process - A Guide

The Task Finder Process enables projects to efficiently add Tasks to the Affinitext library to create a:

- Comprehensive record of contractual compliance and evidence
- Look-ahead diary system
- Just-in-time summary email reminder programme

to ensure obligations are actively managed throughout the contract term.

A 2-minute overview of the Task Finder Process can be found here: www.affinitext.com/task-finder.

The Task Finder Process consists of the following steps:

1. **Identify and extract** all contractual obligations/entitlements within the project
2. **Review** the obligations/entitlements and indicate which you wish to manage, by whom and when
3. **Import** the data into the Affinitext library to create Tasks, the compliance/diary system and activate the email reminder programme.

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1. Identify and Extract:

Decide what parts of the contract you wish to manage with Tasks. The core project agreements will have the most pertinent obligations, but you may wish to task other agreements such as the finance documents.

Decide which parts you do not wish/need to manage with Tasks. These would include any amending agreements which have been incorporated into the core project documents, corporate documents, certificates, form agreements etc. Note that some schedules of the core project agreements may not require tasking, depending on the structure of the agreements and your own project requirements.

For your own audit purposes, it may be useful to keep a record of the parts of the contract that you have decided to task or not.

Contractual obligations can be identified by searching the contract for obligatory terms such as 'shall' and 'will'. Try the following search string which also includes terms to pick up entitlements, or use your own search criteria:

"shall" or "must" or "will" or "may" or "should" or "might" or "agree" or "agreed" or "agrees" or "obligated" or "obliged" or "required" or "require" or "requires"

Search for Obligations:

From the home page, at a folder level, run the search for obligatory terms (Fig 1) and then create the Task Finder Spreadsheet by clicking to 'Export the excel spreadsheet for Task Import' (Fig 2).

Fig 1: Search for Obligations: Run the Search:

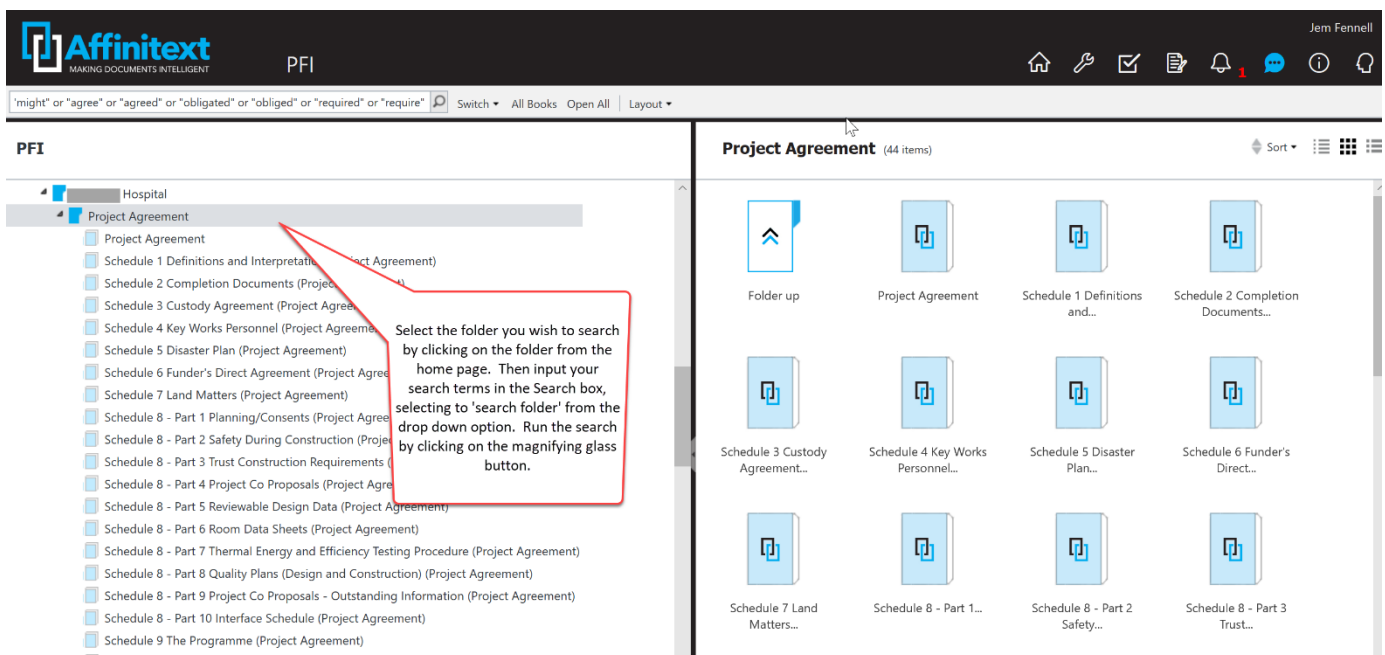
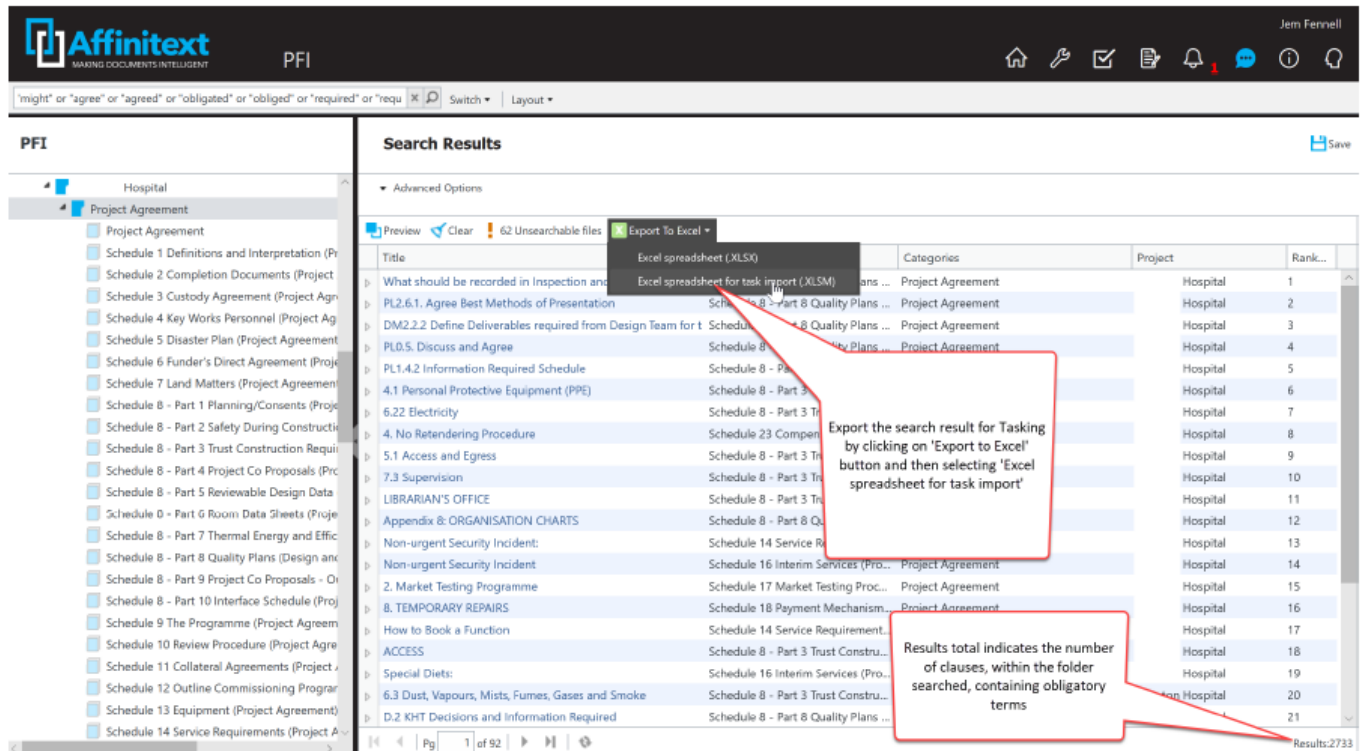


Fig 2: Search for Obligations: Export the Search Result:



The screenshot shows the Affinitext PFI interface. On the left is a sidebar with a project tree under 'Hospital'. The main area displays 'Search Results' for the query 'might or agree or agreed or obligated or obliged or required or requ'. A table of results is shown with columns: Title, Categories, Project, and Rank. A red box highlights the 'Export to Excel' button in the top toolbar. A callout box points to this button with the text: 'Export the search result for Tasking by clicking on 'Export to Excel' button and then selecting 'Excel spreadsheet for task import''. Another callout box points to the 'Results: 2733' at the bottom right, stating: 'Results total indicates the number of clauses, within the folder searched, containing obligatory terms'.

Title	Categories	Project	Rank
What should be recorded in Inspection and	Project Agreement	Hospital	1
PL2.6.1. Agree Best Methods of Presentation	Project Agreement	Hospital	2
DM2.2.2 Define Deliverables required from Design Team for t	Project Agreement	Hospital	3
PL0.5. Discuss and Agree	Project Agreement	Hospital	4
PL1.4.2 Information Required Schedule	Project Agreement	Hospital	5
4.1 Personal Protective Equipment (PPE)	Project Agreement	Hospital	6
6.22 Electricity	Project Agreement	Hospital	7
4. No Retendering Procedure	Project Agreement	Hospital	8
5.1 Access and Egress	Project Agreement	Hospital	9
7.3 Supervision	Project Agreement	Hospital	10
LIBRARIAN'S OFFICE	Project Agreement	Hospital	11
Appendix B: ORGANISATION CHARTS	Project Agreement	Hospital	12
Non-urgent Security Incident:	Project Agreement	Hospital	13
Non-urgent Security Incident	Project Agreement	Hospital	14
2. Market Testing Programme	Project Agreement	Hospital	15
8. TEMPORARY REPAIRS	Project Agreement	Hospital	16
How to Book a Function	Project Agreement	Hospital	17
ACCESS	Project Agreement	Hospital	18
Special Diets:	Project Agreement	Hospital	19
6.3 Dust, Vapours, Mists, Fumes, Gases and Smoke	Project Agreement	Hospital	20
D.2 KHT Decisions and Information Required	Project Agreement	Hospital	21

The Search Export:

The resultant spreadsheet will open as a Macro-enabled excel spreadsheet. Macro-enabled spreadsheets operate most efficiently if it is the only spreadsheet open, so it is recommended that you close any other open spreadsheets. You may also need to click buttons to enable editing and allow Macros (fig 3).

The cover sheet will detail the search parameters, the data sheet contains the Task Finder Spreadsheet.

The spreadsheet consists of two sections:

1. Black columns which contain the search data extracted from the Affinitext library (fig 4).
2. Blue columns which are to be completed by the reviewer.

Our recommendation is to review the obligations on a book by book basis. The first action, therefore, is to filter under the 'Book' column to select the book you wish to start with, such as the Project Agreement and review that book, before refiltering for other books within the folder. In this way, you are able to create manageable 'bite-sized' chunks to review. As you work through the different books, you may find other schedules/parts of the agreement which you do not wish to actively manage and can therefore ignore.

Fig 3: The Search Export: Enabling the Content

SECURITY WARNING: Macros have been disabled. [Enable Content](#)

Affinitext
MAKING DOCUMENTS INTELLIGENT

Affinitext Task Finder Results

Date of search 16 Oct 2019
User display name Jem Fennell
User email jem.fennell@affinitext.com
Library searched pfi.affinitext.com
Folder searched PFI Projects/ Hospital/Project Agreement
Search terms "shall" or "must" or "will" or "may" or "should" or "might" or "agree" or "agreed" or "obligated" or "obliged" or "required" or "require"
Advanced search criteria Modifier: Match Similar words
 Include: Books & Attachments
Filter details ---

CONFIDENTIAL! This file contains confidential and valuable information. It is for the sole use of the above user who conducted the search and any other persons who that user or their company or organisation authorises to receive and access this confidential information. Any unauthorized use, disclosure or distribution of this file or the information contained in it is prohibited and may be a violation of law. If you are not an authorised recipient of this file or the information contained in or derived from it, please contact the user who conducted the search and destroy all copies of the file or the confidential information.

The report consists of two sheets: the cover page which provides the search criteria details; the second sheet contains the search export itself

[Cover](#) [Data export](#)

Fig 4: The Search Export: Explanation of the Data:

Item Nr.	Project	Categories	Book	Title	Location	Preview	Rank
1	Hospital	Project Agreement	Project Agreement	WHEREAS:	WHEREAS:	WHEREAS: A. The Trust wishes to procure certain new facilities on the	1668
2	Hospital	Project Agreement	Project Agreement	1. Interpretation	PART A: PRELIMINARY >> 1. Interpretation	1. Interpretation This Agreement shall be interpreted according to the	2351
3	Hospital	Project Agreement	Project Agreement	2. Execution and Delivery of Documents	PART A: PRELIMINARY >> 2. Execution and Delivery of Documents	2. Execution and Delivery of Documents On or prior to execution of this Agreement:	2442
4	Hospital	Project Agreement	Project Agreement	3. Commencement and Duration	PART A: PRELIMINARY >> 3. Commencement and Duration	3. Commencement and Duration This Agreement shall commence on the date of execution of	2268
5	Hospital	Project Agreement	Project Agreement	Ancillary Documents	PART A: PRELIMINARY >> 4. Project Documents >> Ancillary Documents	Ancillary Documents 4.1 Project Co shall perform its obligations under, and	116
6	Hospital	Project Agreement	Project Agreement	Changes to Funding Agreements and Refinancing	PART A: PRELIMINARY >> 4. Project Documents >> Changes to Funding	Changes to Funding Agreements and Refinancing 4.2 Subject to Clauses 4.3 and 4.4 [Changes to Funding	1700
7	Hospital	Project Agreement	Project Agreement	Delivery	PART A: PRELIMINARY >> 4. Project Documents >> Delivery	Delivery 4.6 Without prejudice to the provisions of this Clause 4	2607
8	Hospital	Project Agreement	Project Agreement	Scope	PART A: PRELIMINARY >> 5. The Project Operations >> Scope	Scope 5.1 Subject to, and in accordance with, the provisions of this	2559
9	Hospital	Project Agreement	Project Agreement	General standards	PART A: PRELIMINARY >> 5. The Project Operations >> General standards	General standards 5.2 Project Co	1850
10	Hospital	Project Agreement	Project Agreement	Trust's Undertaking	PART A: PRELIMINARY >> 5. The Project Operations >> Trust's Undertaking	Trust's Undertaking The Trust	1724
11	Hospital	Project Agreement	Project Agreement	Co-operation	PART A: PRELIMINARY >> 5. The Project Operations >> Co-operation	Co-operation Each party	1347
12	Hospital	Project Agreement	Project Agreement	Other business	PART A: PRELIMINARY >> 5. The Project Operations >> Other business	Other business Each party	902
13	Hospital	Project Agreement	Project Agreement	Project Co Parties	PART A: PRELIMINARY >> 5. The Project Operations >> Project Co Parties	Project Co Parties	2244

2. Review:

Having filtered for the relevant book, you will see that the data is presented in the order of the agreement, so it follows a logical progression through the document. Start at the top of the spreadsheet:

- 2.1 Consider the clause in each line of the spreadsheet
- 2.2 Decide how each obligation is to be managed
- 2.3 Complete the relevant Task sections as required

The time taken to review your obligations is time well spent and so it is recommended that the review is undertaken by a member(s) of the project team. Schedule time to conduct this review, working through the Task Finder Spreadsheet a schedule at a time to make the work more manageable. You should expect to spend around 5 minutes per clause reviewed and you will soon build up a rhythm to the work. A typical agreement and schedules containing 700 clauses for review would take around 58 hours to complete.

2.1 Consider the Clause:

You can either read the clause in the spreadsheet by clicking to expand the cell in the Preview column to show the full clause or click on the blue link to open the clause in the Affinitext library.

***Tip:** Although the Preview column shows the entire clause so that it would be possible to complete the spreadsheet off-line, it may be easier to review the clause through the link in the Affinitext library. A second screen is a bonus or just flick between the spreadsheet and library using your keypad's 'Alt + Tab' function.*

2.2 Decide How the Obligation is to be Managed:

Obligation Rests With:

Use the drop-down menu to select the party who owes the obligation. If the clause is an entitlement, such as something a party may have at its discretion, then select the party which has the benefit of the discretion/entitlement.

***Tip:** You can add more parties to the drop-down menu by clicking on 'other' and entering the name of the party. This new name is then captured in the menu for future selection.*

Obligation Treatment:

Use the drop-down menu to select the relevant treatment for that obligation/entitlement. See fig 5 for more details.

***Tip:** Be sure to select from the drop-down menus for 'Obligation Rests With' and 'Obligation Treatment', and **in that order**, to correctly enliven the rest of the cells to the right.*

Responsible Person: this column was relevant to a previous version of the template and can be ignored.

Fig 5: Obligation Treatment:

The treatments shown in bold are the recommended options following customer feedback, with fewer options being more efficient to manage.

Obligation Treatment	Will a Task be Created?	Meaning
Already Tasked	No	An Affinitext Library Task already exists for this obligation. Not relevant for projects where no manual tasking has occurred
Calendar Task (T)	Yes	An obligation which can be associated with a date. May also be a recurring obligation, eg 'last working day of the month' or 'fifth anniversary of Completion Date'
Do Not Task	No	An obligation has been identified but it does not require specific management through Affinitext Task or other method/software
Entitlement (T)	Yes	Eg 'the Trust may audit'
Event Task (T)	Yes	For all obligations/entitlements which are not Calendar Tasks and which are not Managed Elsewhere, such as those triggered by an event not a date
Managed Elsewhere (T)	Yes	Identified obligation is managed via a different document clause in library or via different method/software
Not an Obligation	No	The search result shows a clause that is not an obligation
Obligation Not Required (T)	Yes	Where obligation was once required but is now no longer required

2.3 Complete the relevant Task sections as required:

Where an Obligation Treatment results in a Task being created, once selected, the relevant rows to the right will be 'enlivened' from grey to white. The cells in white may be completed; no data input is required for greyed-out cells.

Information on how to complete each section is given below, however, note that not all sections are required or mandatory:

Refined Location (optional):

The Task will be pinned at the top of the clause if the 'Refined Location' is left blank. Generally, this is sufficient. However, if the clause has multiple paragraphs, you may wish to pin the Task further down the clause, at the paragraph where the obligation occurs. To pin the Task, copy 5-6 words from the paragraph in the preview column where you want the Task to be placed, and paste it into the Refined Location column (fig 6).

Fig 6: Refined Location:

	F	G	H	I	J	K	L
	Location	Preview	Rank	Responsible Person	Obligation Rests With	Obligation Treatment (Select from drop down)	Refined location (If the Task is to be at a paragraph and not at the clause heading, insert the first three to five words of text of that paragraph from the preview column)
1							
8	PART A: PRELIMINARY >> 4. Project Documents >> Delivery	Delivery	2607				
9	PART A: PRELIMINARY >> 5. The Project Operations >> Scope	4.6 Without prejudice to the provisions of this Clause 4	2559				
10	PART A: PRELIMINARY >> 5. The Project Operations >> General standards	Scope	1850				
11	PART A: PRELIMINARY >> 5. The Project Operations >> Trust's Undertaking	5.1 Subject to, and in accordance with, the provisions of this	1724		Authority	Event Task (T)	
12	PART A: PRELIMINARY >> 5. The Project Operations >> Co-operation	General standards	1347				
13	PART B: GENERAL PROVISIONS >> 6. General Obligations and Responsibilities	5.2 Project Co shall at its own cost be solely responsible for	902				
14	PART B: GENERAL PROVISIONS >> 6. General Obligations and Responsibilities	Trust's Undertaking	2244				
15	PART B: GENERAL PROVISIONS >> 6. General Obligations and Responsibilities	5.3 The Trust undertakes to Project Co that it shall:	2245				
16	PART B: GENERAL PROVISIONS >> 7. Logistics Plan	(a) subject to the provisions of this Agreement, comply with all Laws, NHS Requirements and Consents applicable to it which relate to the Project Operations;	2003				
17	PART B: GENERAL PROVISIONS >> 8. Indemnities and Liability >> Project Co	(b) not wilfully impede Project Co in the performance of its obligations under this Agreement (having regard always to the interactive nature of the activities of the Trust and of Project Co and to the Trust's use of the Hospital to provide the Clinical Services and any other operations or activities carried out by the Trust on or at the Hospital for the purposes contemplated by this Agreement or any other of the Trust's statutory functions);	2664				
18	PART B: GENERAL PROVISIONS >> 8. Indemnities and Liability >> Trust	(c) inform Project Co as soon as reasonably practicable if at any time it becomes unable to meet any of its financial obligations and in such case inform, and keep Project Co informed, of any course of action to remedy the situation recommended or required by the Secretary of State or other competent authority; and	1917				
19	PART B: GENERAL PROVISIONS >> 8. Indemnities and Liability >> Conduct of	(d) to the extent permitted by Law, supply to Project Co	1351				

To pin the task at section (c), copy some of the text from this section...

...and paste into the Refined Location column

Task Name:

The spreadsheet will partially pre-populate the Task Name column with information on where the obligation lies and the type of treatment selected eg '(SPV)(Calendar)'. You need to add in the rest of the details of the Task name. Generally, for efficiency, it will suffice to simply copy/paste the clause heading (fig 7).

Fig 7: Task Name:

Preview	Rank	Responsible Person	Obligation Rests With	Obligation Treatment (Select from drop down)	Refined location (If the Task is to be at a paragraph and not at the clause heading, insert the first three to five words of text of that paragraph from the preview column)	Task Name (Insert text after any pre-populated text)	(In
Project Co Parties	2244						
6.2 Project Co shall not be relieved or excused of any Safety	2245						
6.3 Project Co shall throughout the progress of the Works,							
7. Logistics Plan	2003		SPV	Calendar Task (T)		{SPV}(Calendar) 7. Logistics Plan	
Project Co shall comply (and shall procure that each Project							
Project Co indemnities to Trust	2664						
8.1 Project Co shall indemnify and keep the Trust							
Trust indemnities to Project Co	1917						
8.2 The Trust shall indemnify and keep Project Co							
Conduct of claims	1351						
8.3 This Clause 8.3 [Conduct of Claims] shall apply to the							
Mitigation - indemnity claims	2560						
8.4 To avoid doubt the provisions of Clause 67 [Mitigation]							
Taxation	1597						
8.5 If any payment by one party under an indemnity in this							

Copy/paste the clause title from the Preview cell into the Task Name cell.

Task Description:

A free format field which will direct the Assignee of the Task as to what action is to be taken to comply with the Task's obligation. However, certain sections of the Task, including the Description field, are freely editable by all who have access to it, so to speed the Task Finder Process, you can simply copy/paste the clause/relevant section of the clause from the Preview cell into the Description cell (fig 8), and leave the rest of the details to be completed and finessed by the Assignee/Verifier/Collaborators once the Task has been created.

You may wish to insert wording such as: 'Please refer to this clause(s) for detail and ensure compliance with all relevant steps in the process' to direct the Assignee to the full clause and any consequential obligations which may arise from the trigger Task.

Note: The Description field must be populated in order for the Task Finder data to be imported. If the field is left empty, 'placeholder' data will be automatically inserted to enable import.

Fig 8: Task Description:

J	K	L	M	N
Obligation Rests With	Obligation Treatment (Select from drop down)	Refined location (If the Task is to be at a paragraph and not at the clause heading, insert the first three paragraphs)	Task Name (Insert text after any pre-populated text)	Task Description (Insert) (Mandatory)
SPV	Calendar Task (T)		(SPV)(Calendar) Car Parking	(a) Subject to Clauses 17.10(b) and 17.10(m) [Car Parking], Project Co shall, at all times during the Project Term, procure the provision for exclusive use by the Trust, Trust Parties and any staff, patients or visitors to the Hospital of seven hundred and ninety seven (797) Car Parking Spaces at the Hospital in accordance with the Parking Strategy referred to in paragraph 5.3.7.2 of Part 3 of Schedule 8 [Construction Matters].

Priority (optional):

If you wish you can assign a priority to a Task using the drop-down menu. The priority is your assessment of the importance of having the Task completed on time. If the priority cell is left blank, the priority can be added at the Task once the Task has been created in the library.

Category (optional):

If you wish you can assign a category to a Task using the drop-down menu. If no category is selected, the category is left blank once the Task is loaded.

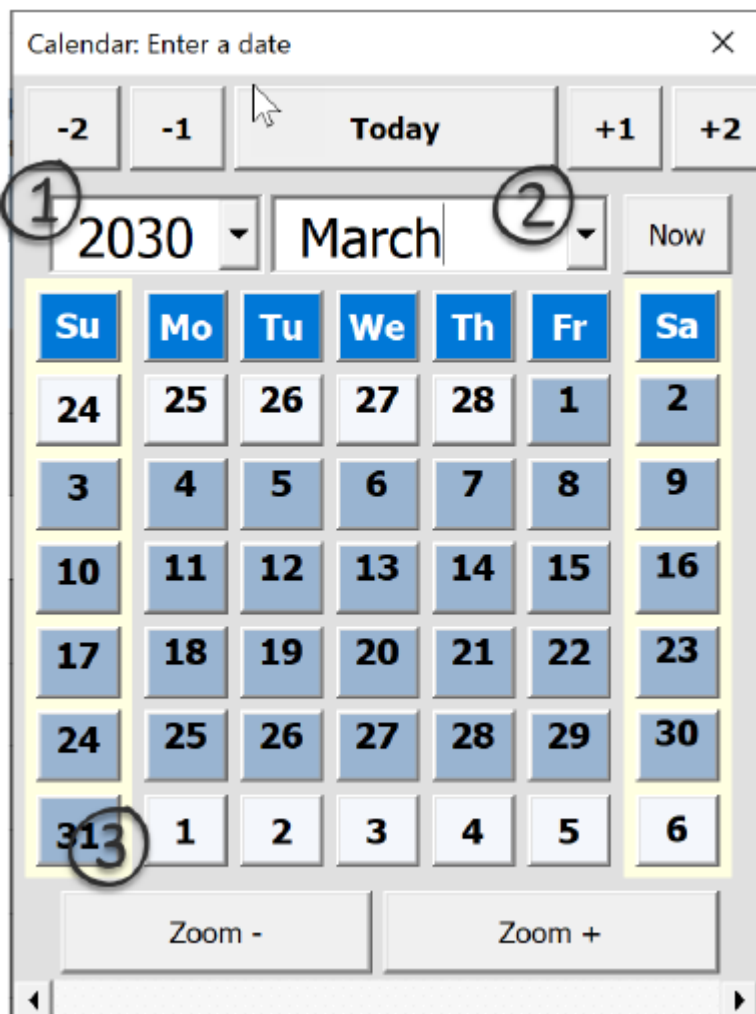
Target Date (Calendar Tasks only):

Where you have selected the Obligation Treatment 'Calendar Task (T)', you will be required to complete the date fields. Click on the Target Date cell to produce a calendar pop-up. Select the due date of the obligation in the order: year, month, date (fig 9).

Tip: Select the actual date that the obligation is due, without building in any contingency. Future planning/lead times can be managed from reviewing the 'look ahead' Task Manager Report.

The Target Date cannot be set for a date earlier than the date on which the Task is created. As an organisation, you will need to agree an 'Earliest Target Date' to ensure that the earliest date selected will be a date *after* the Tasks have been imported into the Affinitext library. This is the date when you plan to start managing the Tasks through the Affinitext library.

Fig 9: Target Date:



Repeat Rule (Calendar Tasks only):

Where you have selected a Calendar Task and the obligation is recurring, you must complete the 'Repeat Rule' cell. Click on the cell to produce the repeat pop-up. You will be required to repeat **all three elements** of the repeat rule pop up: repeat period (eg repeat every '1' 'Month'), the date detail (eg a specified date in the month or specified day of the period) and the end date (fig 10).

Tip: The system provides repeat rule options for any specific date in a month, or a non-exhaustive choice of days in a period (eg 2nd Tuesday of the month). It does not allow for public holidays. When selecting the repeat rule, ignore any public holidays and if you cannot select the exact day period (such as 6th working day of the month), select the earliest specific date in the month, (using the table at fig 11), and make a note of your action taken on date selection under the Information section of the Description field.

Assignee:

Input the Affinitext library **username** of the person who will be actioning the Task.

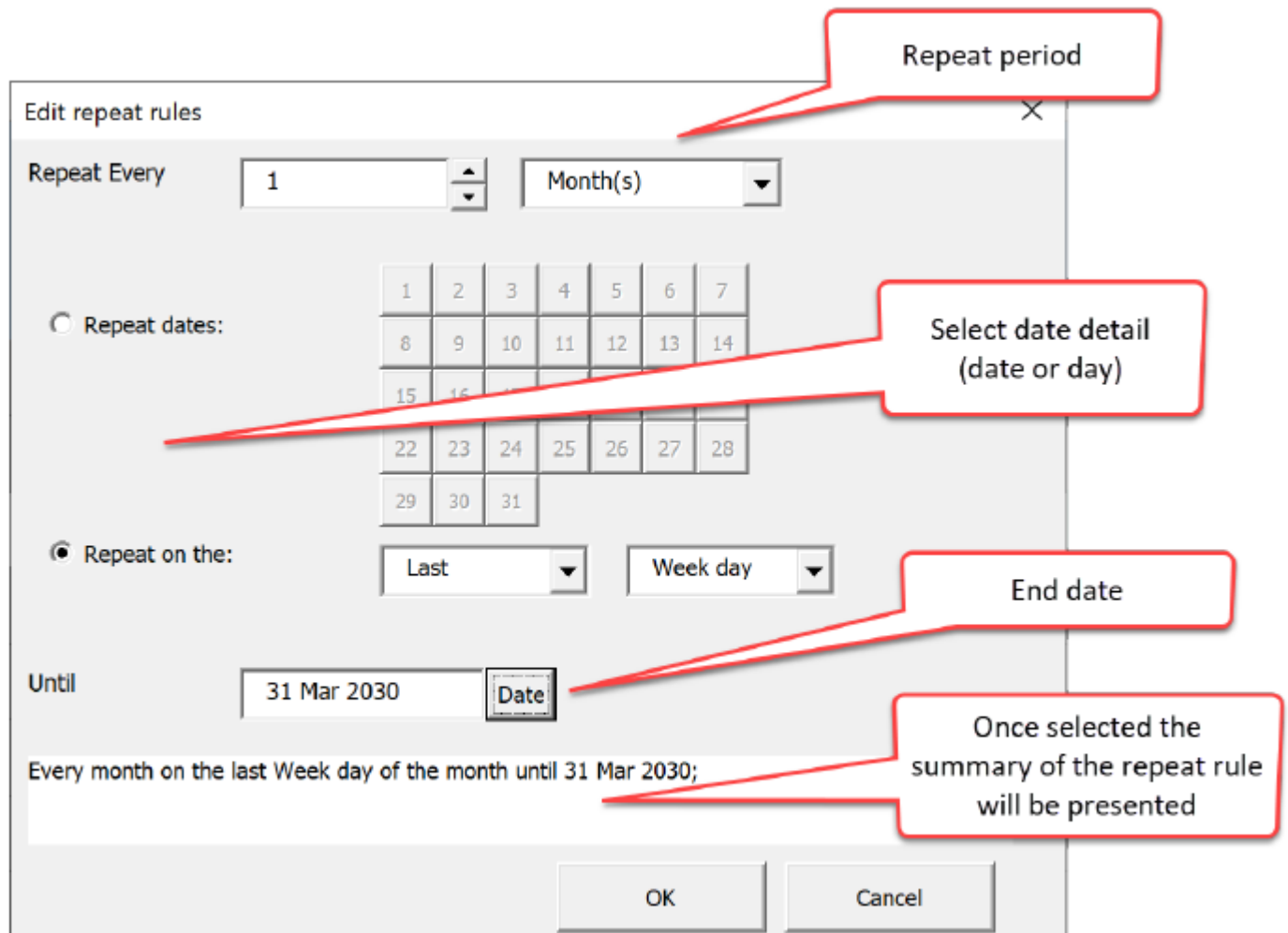
Verifier:

If you wish to select a verifier, input the Affinitext library **username** of the person who will verify the Task.

When to use a Verifier:

Number of Licencees	Obligation Rests With	Benefit of Obligation	Working Collaboratively?	Verifier Needed?
1	N/a	N/a	N/a	Generally no, only when a 'second set of eyes' is required
More than 1	Party 1	Party 1	N/a	Generally no, only when a 'second set of eyes' is required
More than 1	Party 1	Party 2	No	Generally no, only when a 'second set of eyes' is required
More than 1	Party 1 (vice versa)	Party 2 (vice versa)	Yes	Possibly, if the obligation requires verification, or Party 2 wishes to be notified on completion of Task

Fig 10: Repeat Rule:



Edit repeat rules

Repeat Every: 1 Month(s)

☐ Repeat dates:

1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

☒ Repeat on the: Last Week day

Until: 31 Mar 2030 Date

Every month on the last Week day of the month until 31 Mar 2030;

OK Cancel

Repeat period

Select date detail (date or day)

End date

Once selected the summary of the repeat rule will be presented

Fig 11: Calculating Earliest Date from Working Days:

Day	Working Day	Date to be Selected
Mon	1st	1
Tue	2nd	2
Wed	3rd	3
Thu	4th	4
Fri	5th	5
Sat		6
Sun		7
Mon	6th	8
Tue	7th	9
Wed	8th	10
Thu	9th	11
Fri	10th	12
Sat		13
Sun		14
Mon	11th	15
Tue	12th	16
Wed	13th	17
Thu	14th	18
Fri	15th	19
Sat		20
Sun		21
Mon	16th	22
Tue	17th	23
Wed	18th	24
Thu	19th	25
Fri	20th	26
Sat		27
Sun		28
Mon	21st	29
Tue	22nd	30
Wed	23rd	31

Creator (mandatory):

Input the Affinitext library **username** of the person who should have management of each Task in terms of editing certain restricted elements such as Assignees and Target Dates.

Tip: You may wish to allocate a single person to be the creator of all Tasks for your project.

Tip: Affinitext library usernames are generally in the format: *firstname.surname* and a user list will be provided. If you need assistance with identifying usernames, please contact support@affinitext.com.

Collaborator - Groups (mandatory):

To enable Affinitext users (other than the Creator, Assignee and Verifier) to see a Task in the library, you must select them as Collaborators. Select the Collaborator at user group level to ensure new team members can see the Tasks as they are added to the project.

Selecting Collaborator Groups:

Number of Licencees	Obligation Rests With	Benefit of Obligation	Working Collaboratively?	Which Collaborator User group to Select?
1	N/a	N/a	N/a	Party 1 user group
More than 1	Party 1	Party 1	N/a	Party 1 user group
More than 1	Party 1	Party 2	No	Party 1 user group
More than 1	Party 1 (vice versa)	Party 2 (vice versa)	Yes	Party 1/Party 2 'Working Group' user group

Collaborator - Individuals:

There may be instances where you wish to restrict sight of a Task. If this is the case, input the Affinitext library usernames of the individuals, separating multiple usernames with a comma or semi colon.

Examples and Hints & Tips:

See Appendix A for examples, screenshots and further advice.

3. Import:

Once you have completed the spreadsheet, securely return it to Affinitext by attaching the spreadsheet to a library Note. If you need help with creating a Note, contact support@affinitext.com for assistance.

On receipt, the spreadsheet will be reviewed for completeness and then imported into the Affinitext library. The Tasks will then be shown at the clause, via the 'Tasks' tab at the book level and in the Task Manager Report. Contractual compliance can now be managed through the Dashboard and/or the Task Manager Report. The import will also activate the just-in-time summary email reminder schedule.

Tip: *The initial email notification usually sent to the Assignee (and Verifier if selected) immediately after a Task has been created is de-activated for Task Finder import so as to avert multiple emails being received by the Assignees/Verifiers.*

Appendix A: Examples and Hints & Tips:

E1: Preamble/Recitals:

The initial sections of the agreement are unlikely to require tasking such as the Preamble, Recitals, Definitions etc. Mark as 'Do not Task'.

E2: Boilerplate Clauses (fig E2):

The final sections of the agreement, the 'boilerplate' clauses, may be very standardised and you may not wish to task these. Mark as 'Do no Task'.

Fig E2: Boiler Plate Clause may not require Tasking:

68. Governing Law and Jurisdiction

68.1 This Agreement shall be considered as a contract made in England and Wales and shall be subject to the laws of England and Wales.

68.2 Subject to the provisions of the [Dispute Resolution Procedure](#), both [parties](#) agree that the courts of England and Wales shall have exclusive jurisdiction to hear and settle any action, suit, proceeding or dispute in connection with this Agreement and irrevocably submit to the jurisdiction of those courts.

E3: Obligations to Task:

Obligation/entitlements for all parties should be identified and managed. If other parties to the contract are licenced to the Affinitext library and you wish to task the project in a collaborative manner, the work can be shared between/amongst the parties making the process quicker. However, even if there is only one party to the contract with access to Affinitext, all obligations should still be identified and tasked. You need to know if the other parties are performing their obligations.

E4: Historic Obligations (fig E5):

Some obligations may have fallen due before the time of tasking, eg to 'complete the works by the completion date' (for construction) where the project is already in its post-completion state. Generally, there is no need to task these 'historic' obligations, however you may wish to create some Tasks to deal with instances such as:

- Where you wish to keep the evidence of compliance in a logical location in the library, eg completion certificates
- Where you wish to keep the full audit trail of certain obligations all together, eg project Maintenance Plans
- Where is it likely that you would need to produce evidence of previous compliance.

To create an historic Task, treat it as a Calendar Task, select 'Task Admin: Historic Task' as the Category and set the target date to allow you a reasonable period of time to collate the evidence of compliance. Once the Task Finder spreadsheet has been uploaded into the library, you can find and complete these Tasks by filtering the categories in the Task Finder Report.

Fig E4: Historic Obligations:

19. Programme and Dates for Completion

Dates for Completion

19.1 [Project Co](#) shall complete the [Works](#) by the [Completion Date](#). Without prejudice to [Clauses 44 \[Project Co Events of Default\]](#), [46 \[Non Default Termination\]](#) [47 \[Effect of Termination\]](#) and [48 \[Compensation on Termination\]](#), the [Trust](#) shall not be entitled to claim liquidated or general damages in respect of any delay which elapses between the [Completion Date](#) and the [Actual Completion Date](#).

E5: Obligations Referred to Elsewhere in the Documents (fig E5):

Some obligations will refer to other sections of the agreement for further details, eg an obligation in the head agreement 'to comply with the provisions of the disaster plan' where the plan is set out in a schedule to the agreement. In such cases it is generally better to task at the referred-to location (eg the schedule, rather than the referring location (eg the main agreement). Where you choose to task at the schedule, we recommend that an interim note is made to ensure that the referred-to schedule is reviewed and tasked accordingly.

Fig E5: Obligations Referred to Elsewhere in the Documents

13. Disaster Plan

13.1 The [parties](#) shall comply with the provisions of the [Disaster Plan](#).

Defined as the plan set out in Schedule 5

13.2 The [parties](#) shall liaise with each [other](#) in accordance with the [Liaison Procedure](#) in order periodically to review and update the [Disaster Plan](#).

Defined as the procedure referred to in Clause 12

E6: Obligations Managed Elsewhere Tasks:

This is where obligations are being managed through different systems such as CAFM or helpdesk software. Where the clause refers to such an obligation, choose the obligation treatment 'Managed Elsewhere' and refer to the software which is managing those obligations. These Tasks then only require annual review to check that the obligations are still being managed by the same external system.

You may wish to create manual monthly/quarterly Tasks where these systems are being used to review/verify the work done, attach evidence/reports for compliance purposes.

E7: Notices (fig E7):

Where an event or date triggers an obligation or an entitlement to serve notice on the other party, the Task should be flagged as a Notice Task due to the importance of the consequences of the serving of notice. Flagging of Notice Tasks is also useful as there may be only a limited time to serve the notice or because the receipt of notice by the other party triggers a limited time to respond.

To create a Notice Task, treat it as a Calendar, Event or Entitlement Task as relevant, and add '(Notice)' to

the Task title after the pre-populated fields, eg '(SPV)(Event)(Notice)'. Complete the rest of the Task name details. Once the Task Finder spreadsheet has been uploaded into the library, you can find all your Notice Tasks by filtering for '(Notice)' in the Task Finder Report and then sorting the results to see which notices have to be given by which party.

Fig E7: Obligations/Entitlements to Serve Notice:

Remedy provisions

44.4 Where [Project Co](#) puts forward a programme in accordance with [Clause 44.3\(b\)\(ii\) \[Trust's options\]](#), the [Trust](#) shall have twenty (20) [Business Days](#) from receipt of the same within which to notify [Project Co](#) (acting reasonably) that it does not accept the programme, failing which the [Trust](#) shall be deemed to have accepted the programme. Where the [Trust](#) notifies [Project Co](#) that it does not accept the programme as being reasonable, the [parties](#) shall endeavour within the following five (5) [Business Days](#) to agree any necessary amendments to the programme put forward. In the absence of agreement within five (5) [Business Days](#), the question of whether the programme (as the same may have been amended by agreement) will remedy the [Project Co Event of Default](#) in a reasonable manner and within a reasonable time period (and, if not, what would be a reasonable programme) may be referred by either [party](#) for resolution in accordance with [Schedule 26 \[Dispute Resolution Procedure\]](#).

Event triggers an entitlement to serve notice - annotate task title with '(Notice)'

Remedies

54.3 If [Project Co](#) or any [Project Co Party](#) (or anyone employed by or acting on behalf of them) commits any [Prohibited Act](#), then the [Trust](#) shall be entitled to act in accordance with [Clauses 54.3\(a\) to \(f\) \[Remedies\]](#):

(a) if a [Prohibited Act](#) is committed by [Project Co](#) or by an employee not acting independently of [Project Co](#), then the [Trust](#) may terminate this Agreement with immediate effect by giving written notice to [Project Co](#);

(b) if the [Prohibited Act](#) is committed by an employee of [Project Co](#) acting independently of [Project Co](#), then the [Trust](#) may give written notice to [Project Co](#) of termination and this Agreement will terminate, unless within twenty (20) [Business Days](#) of receipt of such notice [Project Co](#) terminates the employee's employment and (if necessary) procures the performance of the relevant part of the [Services](#) by another [person](#);

(c) if the [Prohibited Act](#) is committed by a [Contracting Associate](#) or by an employee of that [Contracting Associate](#) then the [Trust](#) may give written notice to [Project Co](#) of termination and the relevant part of the [Services](#) by another [person](#), where relevant, in accordance with [Clause 50 \[Assignment, sub-contracting and Change in Control\]](#);

Flow-down only

E8: Clauses Containing more than One Obligation (fig E8):

Many of the clauses will contain more than one obligation. In these cases, you need only create multiple Tasks where there is more than one distinct obligation within the same clause, which are not flow-down obligations (see E10).

Fig E8: Multiple Distinct Obligations within a Single Clause:

Access to Site

18.1 [Project Co](#) shall procure that:

(a) subject to complying with all relevant safety procedures, which shall include any relevant health and safety plans for the construction of the [Works](#), the [Contractor's Site Rules](#) from time to time and any reasonable directions with regard to site safety that may be issued by or on behalf of the [Contractor's Site Manager](#) from time to time, the [Trust's Representative](#) shall have unrestricted access at all reasonable times during normal working hours to:

(i) view the [Works](#) at the [Site](#) on reasonable prior notice appropriate to the circumstances, provided that the notice procedures in this [Clause 18.1\(a\)\(i\) \[Access to the Site\]](#) shall not apply to the right of access for the [Trust's Representative](#) and his staff and visitors to the office and [other](#) facilities provided at the [Site](#) for his use; and

(ii) subject to obtaining the consent of the relevant manufacturer or supplier (which [Project Co](#) agrees to use all reasonable endeavours to obtain), visit any site or workshop where materials, plant or equipment are being manufactured, prepared or stored for use in the [Works](#) for the purposes of general inspection and of attending any test or investigation being carried out in respect of the [Works](#);

(b) the [Trust's Representative](#) shall have such rights of access to the [Site](#) in an emergency as he (acting reasonably) considers suitable in the circumstances; and

(c) monthly progress meetings and site meetings are held and that the [Trust's Representative](#) shall have the right to attend such monthly progress meetings and site meetings and to attend such [other](#) meetings as the [Trust's Representative](#) may reasonably request.

(Project Co)(Calendar) Ongoing obligation to allow access to the Trust's Rep

(Project Co)(Calendar) To hold monthly and site meetings

E9: Duplicating the Task Finder Spreadsheet to deal with Multiple Obligations (fig E9):

Where there are two distinct obligations you will need to duplicate the line and create two Tasks

To duplicate a line to create two Tasks, select the row of the spreadsheet you wish to duplicate and use your mouse mini-menu to 'copy', then select the row below the row you have copied and use your mouse mini-menu to 'insert copied cells' to insert the duplicate line, without deleting any other rows. Add 'A' and 'B' to the Rank number to assign a unique reference to each row. If you wish for the Tasks to be pinned at the relevant section of the clause copy in some text from the Preview cells into the Refined Location cell. Finally add to the Task Name so that you can distinguish between the two obligations in that clause.

Fig E9: Duplicating Task Finder Spreadsheet to deal with Multiple Obligations within a Single Clause:

G	H	I	J	K	L	M
Preview	Rank	Responsible Person	Obligation Rests With	Obligation Treatment (Select from drop down)	Refined location (If the Task is to be at a paragraph and not at the clause heading, insert the first three to five words of text of that paragraph from the preview column)	Task Name (Insert text after any pre-populated text)
General provisions	933					
(e) Without prejudice						
Car Parking	1220					
17.10						
17.11 Interface	2397					
The parties						
Access to Site	1452A		Project Co	Calendar Task (T)	(a) subject to complying with all relevant safety procedures, which shall include	(Project Co)(Calendar) Access to Site
18.1 Project Co shall procure that:						
Access to Site	1452B		Project Co	Calendar Task (T)	(c) monthly progress meetings and site meetings are held and that the Trust's	(Project Co)(Calendar) Monthly and Site Meetings
18.1 Project Co shall procure that:						
(a) subject to complying with all relevant safety procedures, which shall include any relevant health and safety plans for the construction of the Works, the Contractor's Site Rules from time to time and any reasonable directions with regard to site safety that may be issued by or on behalf of the Contractor's Site Manager from time to time, the Trust's Representative shall have unrestricted access at all reasonable times during normal working hours to:	1003					
(i) view the Works at the Site on reasonable prior notice appropriate to the circumstances, provided that the notice	1375					
is given in writing to the Contractor at least 14 days prior to the date of the proposed visit.	2368					
	2269					
	171					

Duplicate row - select row then 'copy', select row below the 'insert copied cells'

Copy/paste from preview cell extract to pin each task to the relevant section of the clause

Add 'A' and 'B' to rank number to give each row a unique reference number

Add different task name to distinguish the two different obligations

E10: Flow-Down Obligations (fig E10.1 and E10.2):

Where a trigger event initiates a process which causes a flow-down of obligations, then you need only task at the first key obligation and do not task the 'flow-down' obligations, eg termination provisions, monthly payments etc.

If however, a clause with flow-down obligations includes an obligation which is separate and distinct from the flow-down obligations, that obligation will require its own Task.

Fig E10.1: Flow Down Obligations

43. Force Majeure

43.1 For the purposes of this Agreement, **Force Majeure** means any of the following events or circumstances:

- (a) war, civil war, armed conflict or terrorism; or
- (b) nuclear contamination unless in any case **Project Co** and/or any **Project Co Party** is the source or cause of the contamination; or
- (c) chemical or biological contamination of the **Works** and/or the **Facilities** and/or the **Temporary Decked Car Park** and/or the **Site** from any of the events referred to in **Clause 43.1 (a) [Force Majeure]** above; or
- (d) pressure waves caused by devices travelling at supersonic speeds, which directly causes either **party** to be unable to comply with all or a material part of its obligations under this Agreement.

43.2 Subject to **Clauses 43.3** and **43.4 [Force Majeure]** the **party** claiming **Flow-down only** from liability under this Agreement to the extent that by reason of the **Force Majeure** it is not able to perform its obligations under this Agreement.

43.3 Where a **party** is (or claims to be) affected by an event of **Force Majeure**:

- (a) it shall take all reasonable steps to mitigate the consequences of such an event upon the performance of its obligations under this Agreement, resume performance of its obligations affected by the event of **Force Majeure** as soon as practicable and use all reasonable endeavours to remedy its failure to perform; and
- (b) it shall not be relieved from liability under this Agreement to the extent that it is not able to perform, or to resume performance of its obligations under this Agreement due to its failure (if any) to comply with its obligations under **Clause 43.3 (a) [Force Majeure]**. **Point at which first key obligation is triggered = Task**

43.4 Without prejudice to **Project Co's** rights under **Clause 41 [Delay Events]**, **Project Co** shall only be relieved from its obligations under **Clauses 17 [The Design, Construction and Commissioning Process]**, **18 [Right of Access of Trust's Representative]**, **19 [Programme and Dates for Completion]** and **41 [Delay Events]** by **Delay Events** in accordance with **Clause 41 [Delay Events]**.

43.5 The **party** claiming relief shall serve written notice on the **other party** within five (5) **Business Days** of it becoming aware of the relevant event of **Force Majeure**. Such initial notice shall give sufficient details to identify the particular event claimed to be an event of **Force Majeure**. **Flow-down only**

43.6 A subsequent written notice shall be served by the **party** claiming relief on the **other party** within a further five (5) **Business Days** which shall contain such relevant information relating to the failure to perform (or delay in performing) as is available, including (without limitation) the effect of the event of **Force Majeure** on the ability of the **party** to perform, the action being taken in accordance with **Clause 43.3 [Force Majeure]**, the date of the occurrence of the **Force Majeure** and an estimate of the period of time required to overcome it (and/or its effects). **Flow-down only**

43.7 The **party** claiming relief shall notify the **other** as soon as the consequences of the event of **Force Majeure** have ceased and/or when performance of its affected obligations can be resumed. **Flow-down only**

43.8 If, following the issue of any notice referred to in **Clause 43.6 [Force Majeure]**, the **party** claiming relief receives or becomes aware of any further information relating to the event of **Force Majeure** (and/or any failure to perform), it shall submit such further information to the **other party** as soon as reasonably possible.

Fig E10.2: Flow-Down Obligations with Additional Distinct Obligation:

Transitional arrangements

47.7 On the termination of this Agreement for any reason, both before and after any such termination, [Project Co](#) shall have the following duties:

(a) [Project Co](#) shall co-operate fully with the [Trust](#) and any successor providing to the [Trust](#) services in the nature of the [Services](#) or any part of the [Services](#) or the [Interim Services](#) in order to achieve a smooth transfer of the manner in which the [Services](#) or the [Interim Services](#) are provided and to avoid or mitigate in so far as reasonably practicable any income tax liability of the [Trust](#) and members of the public;

(b) [Project Co](#) shall as soon as practicable remove from the [Hospital](#) (including the [Site](#)) all property not acquired by the [Trust](#) pursuant to [Clause 47.4 \[Transfer to Trust of Assets, Contracts etc\]](#) (or not belonging to the [Trust](#) or any [Trust Party](#)) and if it has not done so within forty (40) [Business Days](#) after any notice from the [Trust](#) requiring it to do so the [Trust](#) may (without being responsible for any loss or damages) remove and sell any such property and shall hold any proceeds less all costs incurred to the credit of [Project Co](#);

(c) [Project Co](#) shall forthwith deliver to the [Trust's Representative](#):

(i) any keys to the [Hospital](#) (including the [Facilities](#) and the [Temporary Decked Car Park](#)); and

(ii) without prejudice to [Clause 51 \[Intellectual Property\]](#), any copyright licences for any computer programmes (or licences to use the same) necessary for the operation of [Hospital](#) (including the [Facilities](#) and the [Temporary Decked Car Park](#)) (but excluding computer programmes developed or acquired by a [Service Provider](#) for its own use and not solely for the purposes of provision of any of the [Services](#) (including the [Facilities](#) and the [Temporary Decked Car Park](#)) or the assignment or transfer of which is otherwise restricted);

(d) [Project Co](#) shall as soon as practicable vacate the [Hospital](#) (including the [Site](#)) and (without prejudice to [Schedule 24 \[Handback Procedure\]](#)) shall leave the [Hospital](#) (including the [Site](#) and the [Facilities](#) and the [Temporary Decked Car Park](#)) in a safe, clean and orderly condition.

47.8 If the [Trust](#) wishes to conduct a competition prior to the [Expiry Date](#) with a view to entering into an agreement with a third party (which may not be the same as, or similar to, the [Services](#) or any of them) following the expiry of this Agreement, [Project Co](#) shall assist the [Trust](#) in such competition process including (without limitation) by:

(a) providing any information which the [Trust](#) may reasonably require to conduct such competition but, to avoid doubt, information which is commercially sensitive to [Project Co](#) shall not be provided (and, for the purpose of this [Clause 47.8\(a\) \[Transitional arrangements\]](#), information which would if disclosed to a competitor of [Project Co](#) give that competitor a competitive advantage in the business of [Project Co](#) but shall, to avoid doubt, exclude any information referred to in [Clause 30 \[TUPE and Confidentiality\]](#));

(b) assisting the [Trust](#) by providing all (or any) participants in such competition process with access to the [Hospital](#) (including the [Site](#) and the [Facilities](#)).

E11: Managing Tasks:

Calendar Tasks:

Calendar Tasks are due on the specified Target Date. The Task will appear in the Task Manager Report and can be tracked according to its Target Date. Just-in-time reminder emails are sent for each Task created. Once the obligation is complied with, the Assignee will complete (and verifier, if chosen, will verify) the Task, which will mark the Task as closed. If the Task is a repeating Task, the next occurrence of the Task will appear in the Task Manager Report to be tracked once more.

Event/Entitlement Tasks:

Event Tasks are for obligations which arise as a result of a 'trigger' event taking place and are not date specific. Entitlements benefit a party, at their discretion (eg an entitlement to visit the supplier's offices). Generally, entitlements are also triggered by events, not dates.

Since dates cannot be linked to these obligations, the Tasks are not scheduled to be completed within the contract period. Instead 'Umbrella Tasks' are created to prompt the Assignees of such Tasks to review the obligations on a regular basis. The Assignees complete the Umbrella Tasks to show that the obligations are being actively managed.

Managed Elsewhere Tasks:

These are Tasks which are created where the obligation is managed in a different system such as CAFM, accounting software, etc. They are not assigned to team members and like Event/Entitlement Tasks, do not have a scheduled Target Date within the contract period. Umbrella Tasks are created for these Tasks, assigned to the Project Lead on an annual basis, to confirm that the obligation is still being managed elsewhere and confirm any changes if any to the external system used.

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