



ERRATA to the FIDIC Sub-Consultancy Agreement Second Edition 2017 [ISBN 978-2-88432-080-1]

The following significant errata **are not** included in the content of the Second Edition of the Sub-Consultancy Agreement. Several minor typographical errors and layout irregularities have also been found but are not included in this list due to their insignificance with regard to the content.

GENERAL CONDITIONS

Page 1	Sub-Clause 1.1.10:	Replace “Day” with “day”.
Page 3	Sub-Clause 1.1.30:	Replace “Year” with “year”.
Page 5	Sub-Clause 1.5.1:	On third, fifth, sixth and seventh line, replace “Sub-Consultant Services” with “Sub-Consultancy Services” (total: 4 replacements).
Page 5	Sub-Clause 1.5.2:	On the fourth line, replace “services” with “Sub-Consultancy Services”. From the tenth to twelfth line, delete the sentence from “Either Party” to “where applicable” in its entirety.
Page 5	Sub-Clause 1.5.3:	Add a new Sub-Clause 1.5.3 as follows: “Either Party may require, by a separate Notice to the other, that the provisions of the Sub-Consultancy Agreement be amended to comply with the change in legislation where applicable”.
Page 13	Sub-Clause 4.6.3:	On the second line, replace “Agreement” with “Sub-Consultancy Agreement”.
Page 14	Sub-Clause 5.2.3	On the third and fourth line, insert a comma after “payment” (total: 2 insertions).
Page 15	Sub-Clause 6.3.3:	Delete the entire Sub-Clause 6.3.3 and replace it with the following: “6.3.3 If, during the suspension and resumption of Sub-Consultancy Services or part thereof, the Sub-Consultant incurs Exceptional Costs, then: (a) as soon as reasonably practicable the Sub-Consultant shall inform the Consultant, by issue of a Notice, of the occurrence of these Exceptional Costs, and (b) the agreed remuneration shall be adjusted in accordance with Sub-Clause 7.1.2 [<i>Payment to the Sub-Consultant</i>]”.
Page 15	Sub-Clause 6.3.4:	Add the following new Sub-Clause 6.3.4: “6.3.4 The Time for Completion shall be amended in accordance with Clause 4.4 [<i>Delays</i>] to reflect the effect of the suspension on the Sub-Consultant’s Programme.”.
Page 15	Sub-Clause 6.3.5:	Add the following new Sub-Clause 6.3.5: “6.3.5 The Sub-Consultant shall take reasonable measures to mitigate the effects of the suspension of the Sub-Consultancy Services or part thereof.”.
Page 18	Sub-Clause 7.4.1:	On the third line, replace “seven (7) days” with “fourteen (14) days”.
Page 18	Sub-Clause 7.5.1:	On the first line, before “The Sub-Consultant”, add: “Except where the Sub-Consultancy Agreement provides for lump sum payments”, and thereafter replace “The Sub-Consultant” with “the Sub-Consultant”.
Page 18	Sub-Clause 7.5.2:	On the fourth line, replace “fourteen (14) days” with “seven (7) days”.

- Page 19 Sub-Clause 8.3.1: On the fifth line, replace “Clause 7.2” with “Clause 7.2.2”.
- Page 97 Sub-Clause 19.2.3: On the first line of the first paragraph, replace “the part of the Permanent Works under Sub-Clause 4.1 [*Contractor’s General Obligations*], and/or any other design under the Contract” with “the Permanent Works”.

PARTICULAR CONDITIONS PART A

- Page b Sub-Clause 10.4.1 Delete the entire entry.