

Kontraktbilag 1D

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Cooperation and organization - DCPT

Central Denmark Region



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**DANISH CENTER FOR PARTICLE
THERAPY – DCPT, DNU**

Final Tender

Annex 4.9 - Cooperation and organization

PROJECT

Danish Center For Particle Therapy
Annex 4.9 - Cooperation and organization
Central Denmark Region

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1 COOPERATION AND ORGANIZATION

The following sections describes the project organization and how any disputes can be taken care of in the project by the same organization.

1.1 Project organization

The establishment of DCPT is organized as a part of the project organization for the building of the New University Hospital in Aarhus (DNU). The overall governance of the project is carried out by the DNU Steering Committee, which refers to the Central Denmark Region. The committee together with Central Denmark Region has approved the framework for the tender process, tender strategy, time schedule, award criteria etc. and will also approve the final selection the turnkey contractor.

The committee has appointed the DCPT Project Group headed by the DNU Project Director, and four working groups have been established, covering procurement and commissioning of equipment, construction, clinical implementation and education, and research.

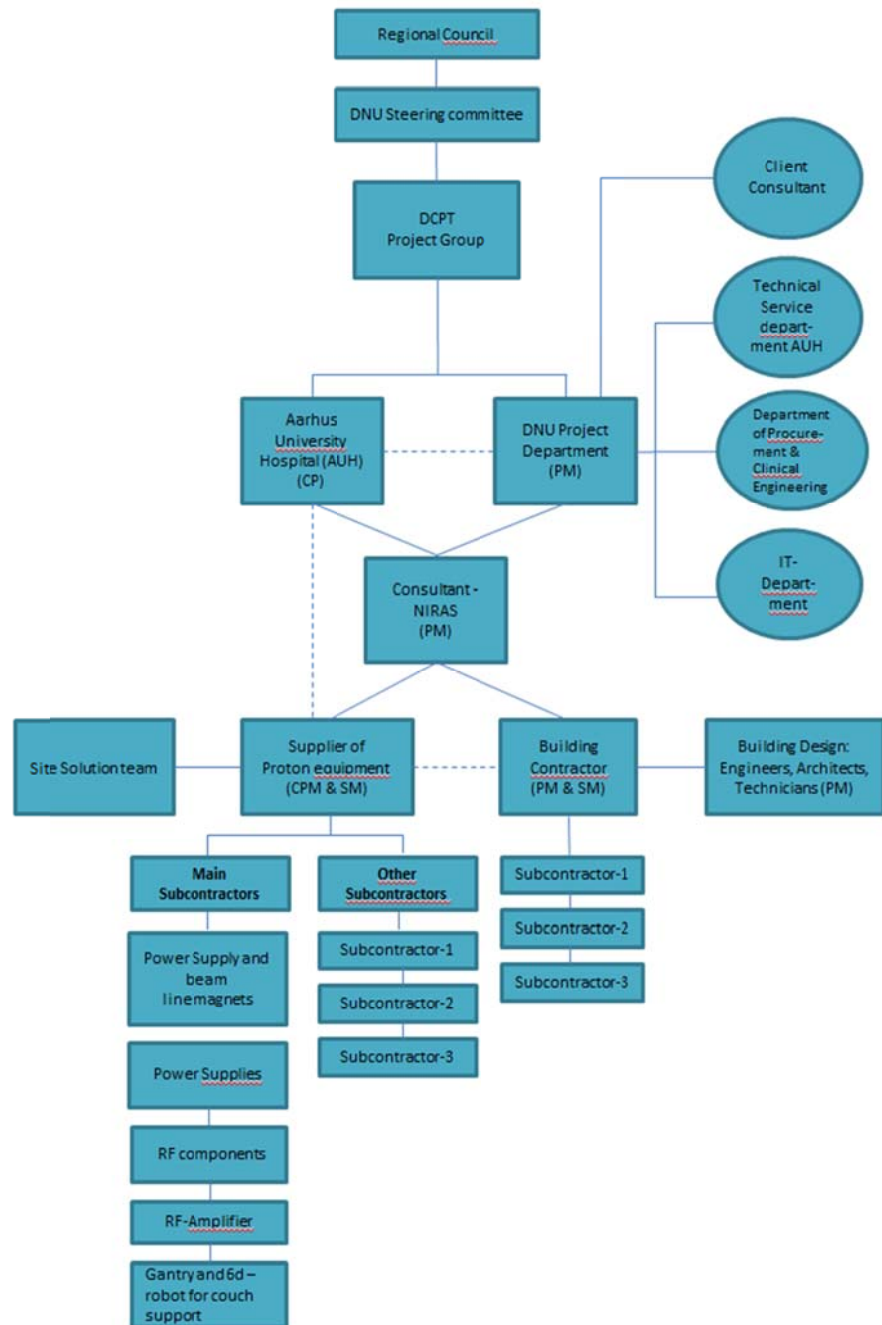
The Project Group will be responsible for the evaluation of the tender and the final selection of the Turnkey Contractor. The award decision will thereafter need political approval by the Regional Council. The Project Group has the following members:

- Project Director Frank Skriver Mikkelsen, DNU Project Department (Chair)
- Executive Director and Head of Department of Health Planning, Rikke Skou Jensen, Central Denmark Region
- Chief Medical Officer Claus Thomsen, Aarhus University Hospital
- Centre Director Henrik Bech Nielsen, Cancer and Inflammation Centre, AUH
- Head of office Anders Larsen, DNU Project Department
- DCPT Project Manager Mads Konge Petersen, DNU Project Department (chair of the working group on construction)
- Client Consultant Nicholas Robin Olejas, NIRAS A/S
- Special Consultant in hospital planning Tine Rosenmeier, DNU Project Department
- Professor Cai Grau, Department of Oncology, AUH (chair of the working group on Research)
- Professor Morten Høyer, Department of Oncology, AUH (chair of the working group on clinical implementation)
- Chief Physicist Ole Nørrevang, Department of Medical Physics, AUH (chair of the working group on Equipment)

After contract signature the key individual from the DCPT organization during the execution of the project will be the Consultant Project Manager. This person will be the recurring figure that the Turnkey Contractor, together with the project management from Varian, will work closely with. This individual will be dedicated to the project and represents the daily link to the DNU Project Department Project Manager (Mads Konge Petersen), and the Aarhus University Hospital AUH Chief Physicist (Ole Nørrevang).

1.1.1 Overall project organization

The overall project organization is shown in the following figure.



1.1.2 *Roles and responsibility*

The roles and responsibilities are only described for the key individuals.

1.1.2.1 *Role and responsibility of the DCPT Project Manager (PM)*

The DCPT Project Manager is a member of the Project Group, where he is chair of the working group on construction. The Project Manager is Mads Konge Petersen

The DCPT Project Manager forms the top-level project management for the complete process of establishing the Danish Center for Proton Therapy and governed by the DNU Project Management, which is physically located within the DNU Project Department in charge of the establishment of the entire New University Hospital (DNU).

The DCPT Project Manager is responsible for the projects overall economy, time schedule, quality, the contractors and the handover of the facility to the future DCPT operations and maintenance.

The DCPT Project Manager refers to the DNU Project Department management and the Project Group.

1.1.2.2 *Role and responsibility of the DCPT Chief Physicist (CP)*

The DCPT Chief Physicist is a member of the Project Group, where he is chair of the working group on equipment. The Chief Physicist is Ole Nørrevang.

The DCPT Chief Physicist is responsible for the purchase of the proton equipment, and the coordination and verification of the technical and clinical commissioning of the proton equipment. The DCPT Chief Physicist is responsible for verifying the completion of the scope described in the supply contract.

The DCPT Chief Physicist refers to AUH and the Project Group regarding the supply contract scope and delivery, and refers to the DCPT Project Manager regarding all building related subjects.

1.1.2.3 *Role and responsibility of the Consultant Project Manager (PM)*

The Consultant Project Manager is the Project Manager responsible for the services supplied by the Client Consultant NIRAS A/S, in relation to the tender for the construction of the DCPT facility. Besides project management for the construction he is responsible for coordinating the delivery and installation of the proton equipment. The Consultant Project Manager is Lars Nordenhof

The Consultant Project Manager refers to the DCPT Project Manager.

1.1.2.4 *Role and responsibility of Varian's Customer Project Manager (CPM)*

Varian's Customer Project Manager is the top-level project management at the supplier of the proton equipment. Varian's Project Manager manages the development and implementation process of Varian's products and services at multiple sites. He monitors the project from initiation through delivery including plan-

ning schedules and monitoring budget/spending. Organizes cross-functional activities, ensuring completion of the project i.e. product on schedule and within budget constraints. Varian's Project Manager is John Curtis.

Varian's Project Manager refers to the Contractors Site Solutions Director.

1.1.2.5 *Role and responsibility if the Turnkey Contractor's Site Manager (SM)*

The Turnkey Contractor's Site Manager manages all aspects of Installation and Room Commissioning at customer site by planning and coordinating the optimal use of company and external resources, in order to provide the highest level of service that maximizes the customer's satisfaction.

Responsibilities include all building requirements (BID Document), planning and installs of equipment (RFE) as well as room commissioning and customer acceptance testing. Ensures adequate records and systems are maintained. Identifies and implements improvements in commissioning processes and tools for cost reduction and customer satisfaction. Maintains close communication with Varian's Project Manager, engineering, QA/RA, sales, PT general management and Service management as the role transitions from Install and Commissioning to the Service Site Manager.

The Turnkey Contractors Site Manager will be appointed when the contract is awarded.

The Contractors Site Manager refers to the Contractors Customer Project Manager.

1.2 Description of the dispute organisation

The dispute organisation is embedded in the overall organisation. The dispute organisation has no legal implications to the wording in the turnkey contract, and is solely established to reinforce the close cooperation between all parties and ensure the necessary momentum.

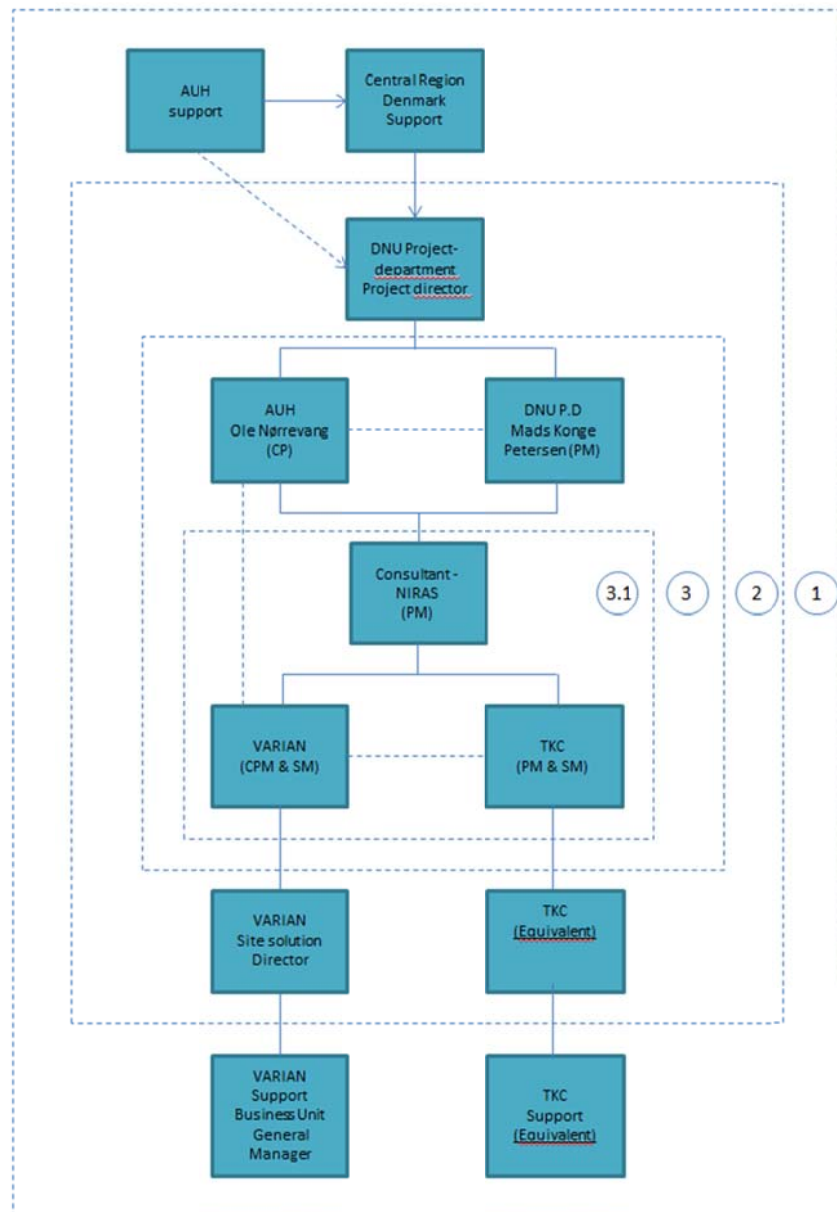
If the dispute is not resolved within the processes described below, the dispute will be handled according to the turnkey contract wording.

The organisational diagram and the procedures described in the following shall support collaboration and cooperation by adding the opportunity to move an unresolved dispute to the next level of management in the project organisation – and their own organisation at the same time. This will prevent unresolved disputes from being downgraded and ultimately become a larger problem if left unresolved for a longer period of time. At the same time it will give either of the parties the opportunity to involve the next level of management even though the parties do not agree that the next level should be involved. Ultimately this will help to prevent tension in the day-to-day tasks between the key individuals, and ensure that the individual's respective organisations have a higher involvement and knowledge in the project process.

A key point to the dispute organisation and its procedures are also that no legal steps are invoked, and thereby reducing the risk that the projects time schedule will be extended due to legal disputes, and subsequently the high costs involved by the need of legal advice.

1.2.1 Dispute organisational diagram

The diagram shows three organisational steps. These steps are characterised by spanning the respective organisations entire management levels, and by adding a negotiation forum where the individuals have an equal level of responsibility and bargaining power.



Level 3 and 3.1 are in effect only one level, but is an expressing of the partly retracted role of the Project Departments PD overall project manager (Mads

Konge Petersen), and Aarhus University Hospitals AUH chief physicist (Ole Nørrevang). Level 3.1 consists of the DCPT consultant project manager (Lars Nordenhof), and Varian's Central Project Manager CPM (John Curtis) & the Site Manager SM, and the Turnkey Contractor's Site Manager.

Level 2 involves the PD management level – which includes the chair of the Project Group. It also includes Varian's Site Solutions Director (Brendan Lyden), and the equivalent individual within the Turnkey contractor's organisation.

Level 1 involves adding support to level 2 by including the next management level to the forum. Level 1 consists of the CEO of Central Region Denmark (Ole Thomsen), the contractors Business Unit General Manager, and the equivalent individual within the Turnkey Contractor's organisation.

1.2.1.1 Procedures

At any level the option to include or otherwise involve higher management or additional support is expected and encouraged to reach an early resolve and to avoid the unintended use of upper management resources.

When the official step is initiated to move the dispute 2 the next management level, there must to submitted a formal case presentation to the affected participants at the intended level. The case presentation must be submitted at least within 5 working days of the scheduled meeting of the forum, preferably within 10 working days. The case presentation must contain all relevant documents and appendixes.

The following description must not be seen as a strict rule, but as a guideline to the optimal dispute resolve time frame.

If a dispute is left unresolved for more than 10 working days, one party may request that the dispute is moved to the next level, and the other parties involved in the dispute are obliged to participate in the preparation of the case presentation and the subsequent procedure.

If a dispute is left unresolved for more than 35 working days, the procedures are invoked and the dispute must be moved to the next management level. This does not apply to disputes that have been postponed or planned for later resolve, to the mutual agreement of the parties involved.

When a dispute is moved to the next management level, this level must resolve the dispute within 10 working days of the first meeting in the forum, or initiate procedures for movement to the subsequent level. This does not apply if the dispute by mutual agreement by the involved individuals are postponed for later resolve or otherwise managed.

The procedure repeats itself in level 2 and 1

1.3 Cooperation

1.3.1 *Vision and intentions*

The purpose of describing the vision for the cooperation is to create ownership to the project amongst all the project participants regardless of their status/role. It is also an opportunity to clarify the importance that cooperation is the primary driving force to ensure any project's success, and that there should be an additional focus on the key personnel's cooperative skills and also that the project organisation supports this vision. To achieve a good cooperative environment it requires trust.

To achieve and maintain a trusting and professional relationship it is important to maintain a high level of communication and involvement between the parties, and have a clear mind set of how the communication is performed written as verbally. The communication must be performed in a respectful and honest manor, and all parties are expected to always let the projects best interest be their first priority. This is necessary to avoid focus on self-interest and sub optimisation, which leads to conflicts, mistrust and degradation of the cooperation.

The intentions of DCPT are to create the framework that supports the vision, and to continuously push this message throughout the project organisation. DCPT intends to enter into agreements that are competitive, but fair and reasonable to the contracting parties.

As part of the overall project DCPT Project Management considers creating a financial pool from which there can be distributed bonuses, similar activities or incentives, that is awarded to the sole discretion of the DCPT Project Management. The awarding criteria could for instance be in relation to the spirit of the cooperation.

The organisation will incorporate a description of how to handle conflicts/disputes smoothly and swiftly. This will create the rules for how disputes are handled by moving unresolved disputes further up in the management ranks of the organisation, so individuals with greater bargaining power and responsibilities can try to resolve the disputes. This will create a better workflow for the day to day tasks, and help to preserve the good relations between the key individuals, and hopefully also avoid the need to incorporate legal assistance in the process.

1.3.2 *General scope description*

The request for the Turnkey Contractor's involvement is shown in the phase and scope description table. The list is not exhaustive and adaptations to the current situation must prevail.

The wording in the table is created in general terms as opposed to detailed descriptions of specific tasks. This is done in the mutual understanding that it is impossible to delineate the prospective duties adequately, and that general terms are better suited to adapt to the situation at hand.

A delineation as – relevant, adequate etc. – are in its nature not specific and leaves room for interpretation, and it will in effect be the mutual collaborative intentions that will insure the successful completion of this project.

1.3.3 Meetings

Official meetings will in general consist of the following categories/levels:

- Management (executive level) (quarterly/semi-annually)
- Project Management (quarterly/monthly/biweekly)
- Site Management (monthly/biweekly/weekly)
- Design (monthly to daily, dynamic nature)

During all phases the Turnkey Contractor is expected to participate in all requested meetings to the extent deemed reasonable. The Turnkey Contractor is also expected to participate in any potential seminars, workshops, teambuilding courses etc. The frequency in the different categories above is only an example of what could be expected, and shall not be considered final scope in any sense.

The meetings will be held in Denmark at the building site or at the facility where DCPT management resides.

Design meetings are likely to be held at a very dynamic frequency during the first phase of the building design phase that involves the “bunker”, especially with the limited timeframe there is from the signing of the Turnkey Contractor and the RFE date. The design meetings primary participants in this phase are the Turnkey Contractors design team and Varian’s design team, excluding any specific user meetings. The subsequent building design phase for the “clinic” does not have the same time schedule limitations, and as a consequence can follow a more rigid meeting frequency. Because this dynamic is expected DCPT will not demand that all design meetings must be held at DCPT’s site or facility. Besides design meetings all other meetings primary participants are members from respectively DCPT, Varian and the Turnkey Contractor.

Considering that the individuals participating in the different meetings resides globally, which subsequently ties up many resources for travelling, some of the meetings may be held by video conference if agreed by the participants. If video conference sessions are accepted by the parties, DCPT only requests that the equipment used can accommodate high quality video and audio, in a room that is equipped/furnished to support this purpose. The equipment must also accommodate reviewing/revising of drawings/documents by the participants while communication via video and audio. If this request is not met to DCPT’s satisfaction, DCPT reserves the right to request the physical presence of the participants instead.

All meetings will when relevant be minuted by DCPT or the summoning party. All planned meetings must be prepared with the issue of an agenda included any appendixes preferably more than 5 working days in advance, or a minimum of 3.

The minutes of the meeting shall be considered binding on the Parties unless comments to the minutes has been notified to the party which takes the minutes, within the next meeting or 15 Working Days from the reception, whichever is the earliest.

Detailed scope of meetings will not be further specified or detailed in the following phase descriptions.

1.3.4 Phase and scope description

<p>Competitive Dialogue Phase</p>	<ul style="list-style-type: none"> • Participate in the final optimization of the tender, during the contract negotiations. • Participate in all subsequent optimization requests by DCPT or Varian. • The Turnkey Contractors design team can expect a high level of interaction with Varian's design team immediately after the Turnkey Contractor has been awarded the contract.. • During the contract negotiation a detailed time schedule must be presented and updated. • During the contract negotiation the Turnkey Contractor must provide all necessary information to DCPT (Chief Physicist), so the regulatory radiation safety process can be handled according to the expectations of the Chief Physicist. • xxx
<p>Building Design Phases According to the "Building and Planning 2012" Description of Services.</p> <ul style="list-style-type: none"> • Outline proposal • Project proposal • Preliminary project • Main project • Project follow-up 	<ul style="list-style-type: none"> • Participate in all required and necessary design phase meetings. • Design reviewing will stretch over all the different sub design phases that is outlined in the left column, and will be of varied intensity. This project has a very tight schedule which will intensify the collaborative needs between the Turnkey Contractor and Varian, especially during the design phase of the "bunker" which also will affect the review process. The Turnkey Contractor must anticipate reviewing to be very dynamic with short intervals and reply times. • The reference to "Building and Planning 2012" in the left column, and the sub design phases outlined, is a reference to a Description of Services which is the dominant paradigm within construction law in Denmark. The Turnkey Contractor that will be awarded the contract will describe their services performed with the use of this paradigm. The Turnkey Contractor, there design team, advisors, subcontractors etc. - as well as Varian – are expected to familiarize themselves with the paradigms used under the Danish contract law, so that the interfaces and collaboration with the services performed by either party is aligned. • Participate in all optimization requests by DCPT or Varian, and perform any agreed changes/updates that are the result of the optimisation. • Establish and maintain a continuous dialog and collaboration with the Varian.

	<ul style="list-style-type: none"> • Develop a detailed plan with Varian concerning the completion levels and tasks that is required prior to and after the RFE date. • Present a detailed plan for the construction phase, especially the use of the roads surrounding the site to DCPT and the Turnkey Contractor. This must be presented within 3 months of the planned work commences. • xxx
Construction Phase	<ul style="list-style-type: none"> • Participate in all required and necessary construction phase meetings. • Participate in all required site inspections prior to and/or after events such as concrete pours, verification of structures, surface material and integrity etc. • Adjust and further detail the planning made for the tasks and cooperation between Varian and DCPT during the installation phase. • Update and confirm the planning and approvals of use of the surrounding roads to the site during the construction phase. • Update and detail the plan for the tasks and hand over procedures related to the requirements at RFE date with Varian, and present this to DCPT. • Present a detailed delivery schedule for all the supplied parts. • Present a detailed plan for the commissioning process of the Turnkey Contractors commissioning. • xxx
Installation Phase (Varian)	<ul style="list-style-type: none"> • Participate in all required and necessary installation phase meetings. • Update and confirm the planning made for the tasks and cooperation between Varian and DCPT during the installation phase. • xxx
Completion and handover Phase	<ul style="list-style-type: none"> • Participate in all required and necessary completion and handover phase meetings. • xxx