**SERVICES AGREEMENT BETWEEN CLIENT AND CONSULTANCY FIRM**

This Agreement is made in .................................... on the .......... day of the month ................................... of the year 20....

**BETWEEN:**

***…………………….*** with I.D no. ***…………………….*** or (if a legal entity) with company registration number ***…………………….,*** with address ***…………………….***

(hereinafter referred to as "**the Client**") on the one hand,

**AND**

***…………………….*** with ETEK registration no. ***…………………….*** or registration no. ***…………………….*** in the Design Firms’ Registry of ETEK, with address ***…………………….***

(hereinafter referred to as "**the Consultancy Firm**” or “**the** **Firm**”) on the other hand.

hereinafter referred to individually as a “**Party**” and collectively as the “**Parties**”.

**PREAMBLE:**

**WHEREAS**

**Α.** The Client intends to assign to the Firm the provision of general Consultancy Services and Design Coordination for the services specified in **ANNEX “E”** to this AGREEMENT (hereinafter referred to as “**the Services**”):

**AND WHEREAS**

**Β**. The Client wishes the building development of the property with registration no. ***…………………….***, Sheet/Plan ***…………………….***, plot no. ***…………………….*** situated at ***…………………….*** (hereinafter referred to as “**the Property**”);

**AND WHEREAS**

**C.** The Firm can undertake the provision of the general Consultancy Services and the Design Coordination pursuant to the relevant provisions of the Law and this Agreement.

**AND WHEREAS**

**D.** The Client and the Firm have signed the "Principal’s Authorisation to Registered Engineers for the Provision of Services"12 for the provision of the general Consultancy Services and Design Coordination for the development on the Property.

1Regulation 4(2) of the Code of Conduct of the Members of ETEK Regulations.

2 The present Agreement and the Principal’s Authorization to Registered Engineers for the Provision of Services shall be taken as mutually construed and shall be deemed to supplement each other, but in the event of any ambiguity or inconsistency, the present Agreement shall prevail.

**IT IS HEREBY AGREED AS FOLLOWS:**

**1.** The Preamble is agreed to form an integral part of this Agreement.

**2**. **INTERPRETATION**

In this Agreement, unless a different meaning is derived from the text, the following terms shall have the meaning ascribed to them below:

**“Architect”** means a person who-

(i) is registered in the registry of members or the Design Firms’ registry of ETEK in the field of Architecture and holds a license to practise Architecture under the Law, or is entitled to undertake work appropriate to an architect under the legislation in force; and

(ii) has been duly authorised by, either the Firm or the Client, to provide specific service for the purposes of the Project;

**“Basic Services”** means the Services described in the Annexes to this Agreement, as Basic Services.

**“General Contractor”** or “**Contractor**” means the Contractor to whom the Client assigns the execution of the Project or part thereof.

**“Site”** means the place where construction works for the development and construction of the Project is carried out.

**“Special Consultant”** means a person, other than the Firm and the Design Consultants, appointed by the Client to provide a specific consultancy service for the purposes of the development and construction of the Project.

**“Away”** means that the Site is located at such a distance from the Firm’s head office and is agreed between the Client and the Consultancy Firm in this Agreement that it is “away”.

**“Project Supervision”** means the carrying out of inspections at the Site and wherever else required by this Agreement as deemed necessary in accordance with accepted technical procedures and technical ethics, subject always to the obligations, duties or responsibilities imposed on the Firm by or under the provisions of the applicable law.

**“Chamber”** or “**ETEK”** means the Cyprus Scientific Technical Chamber.

**“Additional Services”** means any additional services provided by the Firm, in addition to the Basic Services.

**“Project”** means any work or any other matter involving construction work and is defined in the Agreement.

**“Electrical Engineer”** means a person who-

(i) is registered in the registry of members or the Design Firms’ registry of ETEK in the field of Electrical Engineering and holds a licence to practise in Electrical Engineering under the Law; and

(ii) has been duly authorised, either by the Firm or the Client, to provide specific service for the purposes of the Project.

**“Approximate Project Cost”** means the cost resulting from the use of unit prices, as determined and published from time to time by the Chamber and, in the absence of such prices, from the use of current market prices and the inclusion of other possible construction costs.

**“Estimated Project Cost”** means the cost calculated on the basis of quantities and unit prices for each work, as determined and published from time to time by the Chamber and, in the absence of such unit prices, by using current market unit prices and including other possible construction costs.

**“Building Programme”** means the document containing all data concerning the Client’s requirements or needs regarding the Project, as well as the number, extent and intended use of individual areas or parts thereof.

**“Design”** includes the preparation or drawing up of drawings, sketches, technical specifications and calculations, as required by the applicable legislation, relating to the intended execution or implementation of the Project, as well as any other work required in order to enable the necessary permits or approvals or certificates to be obtained.

**“Consultancy Firm”** or **“Firm”** means a person who-

(i) is registered in the registry of members or the Design Firms’ registry of ETEK in the field, depending on the nature of the Project, of either Architecture or Civil Engineering and holds an annual licence to practise in the relevant field, under the Law; and

(ii) has been duly authorised by the Client to provide the general Consultancy Services and Design Coordination as specified in the Services Agreement for the purposes of the Project:

It is understood that in special cases, where the nature of the Project mainly involves the specialties of Mechanical Engineering and/or Electrical Engineering, the person referred to above, can be registered in the field of either Mechanical Engineering or Electrical Engineering respectively and holds an annual licence under the Law.

**“Mechanical Engineer”** means a person who-

(i) is registered in the registry of members or the Design Firms’ registry of ETEK in the field of Mechanical Engineering and holds a licence to practise Mechanical Engineering under the Law; and

(ii) has been duly authorised, either by the Firm or the Client, to provide specific service for the purposes of the Project;

**"Law"** means the Cyprus Scientific Technical Chamber Law of 1990, Law 224/1990 as amended to date and includes any law amending or replacing it and the Regulations issued thereunder.

“**Civil Engineer**” means a person who-

(i) is registered in the registry of members or the Design Firms’ registry of ETEK in the field of Civil Engineering and holds a licence to practise Civil Engineering under the Law or is entitled under the legislation in force to undertake work appropriate to a civil engineer; and

(ii) has been duly authorised either by the Firm or the Client to provide specific service for the purposes of the Project;

**“Final Account of the Project”** means the amount as it is established, according to the modifications and the fluctuation of the price indexes, which consists of:

1. the amount of the general contract;

(ii) the amounts of all subcontracting contracts, i.e. electrical, mechanical and other installations;

(iii) the amounts of contracts for the supply of materials, goods, equipment and the actual cost of the work or equipment whether or not supplied by the Client; and

(iv) the amounts paid by the Client to the Contractor as compensation for extension of time and/or disruption to the normal progress of the Project:

It is understood that in the event that the Client secures materials or work cheaper than the current prices or completely free of charge, for the purposes of calculating the Design Consultant’s fee, such materials and work shall be deemed to have been secured at current market prices.

**“Actual Project Cost”** means the Amount of the Final Account of the Project, net of Value Added Tax and of amounts paid by the Client to the Contractor as compensation for extension of time and/or disruption to the normal progress of the Project.

**“Design Consultant”** means a person who-

(i) is registered in the registry of members or the Design Firms’ registry of ETEK in the field of Architecture, or Civil Engineering, or Mechanical Engineering or Electrical Engineering and holds a licence to practise, under the Law; and

(ii) has been duly authorised either by the Firm or the Client to provide specific service for the purposes of the Project.

**“Services Agreement”** or “**SA**” means the agreement signed between the Client and the Firm.

**“Leader Consultant”** means the natural person who-

(i) is registered in the registry of members of ETEK in the field, depending on the nature of the Project, of either Architecture or Civil Engineering, and holds a licence to practise under the Law; and

(ii) has been duly authorised by the Firm and has undertaken to be its representative for the purposes of the Project:

It is understood that in special cases, where the nature of the Project mainly involves the specialties of Mechanical and/or Electrical Engineering, the natural person referred to above can be registered in the registry of members of ETEK in the field of either Mechanical Engineering or Electrical Engineering and holds an annual licence to practise in that field under the Law.

**3. In this Agreement:**

(a) References to laws, statutes or statutory provisions shall be construed as references to those laws, statutes or provisions as amended from time to time.

(b) The singular shall include the plural and vice versa, and each gender shall include both genders.

(c) Headings are inserted for convenience only and shall not affect the interpretation of this Agreement.

(d) Unless otherwise indicated, references to clauses, annexes or lists are references to clauses, Annexes or lists to this Agreement.

(e) All preambles and Annexes to this Agreement form an integral part thereof.

(f) No term of this Agreement shall be construed adversely against any Party for the sole reason that such Party was responsible for drafting such term.

(g) Reference to a person includes any natural or legal person.

(h) Reference to a “day”, “month” and “year” shall be deemed to be a reference to a calendar day, month and year of the Gregorian calendar.

(i) The words and phrases “including”, “includes”, “for example”, “specifically” and other similar words or phrases shall be construed without limitation to the generic relevant words.

(j) Where under any Clause of the Agreement an act is required to be performed within a specified period of time, such period shall not include any public holiday under any applicable law.

**4.** The Project to which this Agreement relates is briefly described, together with the Estimated Project Cost in **ANNEX “E”** to this Agreement.

**5.** This Services Agreement includes the following:

(a) this Agreement,

(b) the Annexes to this Agreement; and

(c) the Principal’s Authorisation

**6.** The Client assigns to the Consultancy Firm and the Consultancy Firm undertakes to provide itself and/or undertakes to assign the Services expressly specified in **ANNEX “E”** of this Agreement. In addition, by this assignment, the Client assigns to the Consultancy Firm and the Consultancy Firm also undertakes the provision of the Design Coordination Services.

**7.** The Consultancy Firm shall not have the right, without the written consent of the Client, to assign or transfer to any third party all or any part of its Services or obligations as these arise from this Agreement.

**8.** The Client agrees to pay to the Consultancy Firm in consideration for the Services provided under this Agreement the fee as set out in **ANNEX “E”** to this Agreement.

**9.** The Client has selected or shall select separately and has assigned or shall assign to Special Consultants3 the provision of special services in relation to the Project as specified in **ANNEX “E”** of this Agreement:

It is understood that the Client may assign and/or authorise the Consultancy Firm to assign and in such case the Consultancy Firm undertakes to assign the services of Special Consultants listed in **ANNEX “E”**.

**10. OBLIGATIONS OF THE CONSULTANCY FIRM**

10.1 The Firm, in providing the Services and fulfilling all the obligations and duties which it undertakes under this Agreement, shall exercise the required reasonable skill and care in accordance with the generally accepted professional standards.

10.2 Responsibilities and Duties: The Firm shall-

(a) have a suitable person appointed as Leader Consultant for the Project. In case where the Firm does not have a Design Consultant of the appropriate specialty required for the execution of the Project or part thereof or for the performance of the contractual obligations which it undertakes, then it shall contract with a suitable, competent and experienced Design Consultant, according to the nature of the Project, for the provision of this service;

(b) co-operate with the Special Consultants and the Design Consultants of the Project aiming to the successful completion of the Project and coordinate them at all stages for the preparation of their designs as well as at the stages of execution and implementation of the Project;

(c) fully comply with the applicable legislation, inform the Client about it and advise the Client on its compliance;

(d) assist the Client in the various actions to be taken or to be taken by the Client towards the competent authorities for the purpose of obtaining the permits or certificates required for the Project under the applicable legislation and coordinate the submission of the necessary applications for this purpose and monitor the progress until their final issuance;

3The Firm has the right to object to the appointment of a Special Consultant, on grounds which would be considered valid by an Arbitrator who would be appointed in accordance with Clause 24 below.

(e) advise the Client on his obligations under the Health and Safety at Work Laws and the Regulations issued thereunder, including, inter alia, the need to appoint suitable persons to provide health and safety coordination services during the Project preparation stage and during the Project execution stage and fulfil its obligations in relation to the Health and Safety at Work Laws and the Regulations issued thereunder;

(f) advise the Client on the appointment of Design Consultants or other persons for the design and/or execution of a specific part of its services or the provision of a specialised service, if required, in relation to the Project;

(g) advise the Client on the appointment, on a full or part-time basis, of site inspectors or other persons referred to in the Agreement under separate agreements, where the Firm considers that the execution of the Project requires such appointment;

(h) act and shall be required to act on behalf of its Client in all matters expressly assigned to it by the Agreement or implied by its terms; and

(i) obtain the Client's prior written consent before proceeding to any new stage of Services, as these are set out below:

(i) Services Stage I: Submission of Preliminary Design

(ii) Services Stage II: Submission of Final Design, Details/Specifications

(iii) Services Stage III: Supervision

10.3 Compliance with the Code of Conduct Regulations: The Firm, in addition to its express or implied contractual obligations, in the performance of its duties and obligations under the Agreement, shall at all times be generally bound by the relevant provisions of the Code of Conduct of the Members of the Technical Chamber of Cyprus Regulations.

10.4 Obligations in relation to Design Consultants: With respect to the Design Consultants, the Firm undertakes vis-à-vis the Client to: -

(a) coordinate and supervise the services provided by them, without interfering with their scientific work;

(b) take into account and, where required, express an opinion on their services;

(c) include in its work relevant information provided by them; and

(d) be personally responsible for the services which it has undertaken to provide and shall not be entitled to assign this responsibility to a Design Consultant.

10.5 No change to the Design without the Client’s written approval: The Firm shall not permit any material change, addition or subtraction from the approved or agreed Design without the prior written approval of its Client, unless this is required for construction reasons arising from the site conditions or Project safety or unforeseen factors, in which case it shall notify the Client without delay and ultimately confirm its action in writing.

**11. OBLIGATIONS OF THE CLIENT**

11.1 Appointment of the Client's representative: The Client shall, throughout the duration of the performance of the Agreement, in case he will not act himself, have a designated third person to represent him in his relations with the Firm.

11.2 Determination of Building Programme Requirements: The Client shall determine the basic requirements of the Building Programme and/or deliver the Building Programme of the Project to the Firm and the amount of the estimated cost of the Project and shall inform the Firm, which shall have the right to express an opinion thereon:

It is understood that the determination and preparation of the Building Programme by the Firm constitutes an Additional Service.

11.3 Site designation and provision of other information: The Client shall designate the Site and provide the Firm, at his own expense, with all necessary drawings, topographical or other information necessary for the proper and timely execution of the agreed Services and shall monitor the Firm’s proposals that are submitted in stages.

11.4 Duty of co-operation and assistance:

(a) The Client, when requested by the Firm, shall provide the necessary approvals for the proper and timely execution of the agreed Services.

(b) The Client, with the assistance of the Firm, shall take all necessary steps to obtain any permit or certificate in accordance with applicable legislation and shall pay all related fees.

(c) Before the Client assigns the Services to a Design Consultant and/or Special Consultant or enters into an agreement with the General Contractor or other contractor in relation to the Project, the Client shall consult with the Firm. The Firm shall have the right to object to the appointment of a Design Consultant and/or Special Consultant for particularly serious and special reasons, in which case the Client shall be required to appoint another Design Consultant or Special Consultant as the case may be.

11.5 Responsibilities of the Client in relation to services executed by persons other than the Firm:

(a) The Client, in relation to any work or service relating to the Project, which is performed or is to be performed by a person other than the Firm under a separate agreement between such person and the Client, shall:

(i) inform the Firm in writing of the services assigned to him;

(ii) hold that person responsible for the competence and performance of his services and for visits to the Site in relation to the work undertaken;

(iii) ensure that such person co-operates with the Firm and provides the Firm with drawings and other information for the proper and timely performance of the services;

(iv) ensure that such person, if requested by the Firm, will take into account and express an opinion on the work of the Design Consultants in relation to his own work, so that the Design Consultants can review their own work;

(v) subject to the Firm’s obligations as they arise from the provisions of the specific Assignment Agreement, hold the General Contractor or other contractor, and not the Firm, responsible for the proper execution of the Project in accordance with the construction contract as well as for the health and safety at the Site.

(b) The Client shall have the right to give instructions to the Firm which reserves the right to refuse to execute such instructions when there are reasonable grounds.

(c) Any instruction to the Design Consultants or Contractors or other persons providing Services in relation to the Project, shall be provided by the Client through the Firm.

**12. SUSPENSION AND TERMINATION OF SERVICES**

12.1 Right to suspend Services:

(a) The Client has the right to request the suspension of some or all of the Services provided by the Firm, by giving at least 14 days prior written notice, which should indicate the period of suspension and describe the affected Services.

(b) The Firm has the right to suspend the performance of its Services and obligations under the Agreement, by giving to the Client 14 days' prior written notice of its intentions and the reasons that led it to its decision, in the event that the Client, among other things –

(i) delays the payment of any fee or other amount due; or/and

(ii) fails to comply with any obligation undertaken under the terms of this Agreement.

(c) The Firm must resume the provision of the Services when the reasons for the suspension have been lifted or no longer exist.

(d) If the suspension period resulting from a valid notice under (a) or (b) above exceeds 6 months, the Firm shall request instructions from the Client. If within 30 days of the date of the Firm's request no written instructions are received from the Client, the Firm shall be entitled to treat the provision or performance of any affected Service or obligation as terminated.

(e) Any suspension period resulting from a valid notice under (a) or (b) above shall not be taken into account in calculating any agreed date of completion of the Services provided.

12.2 Right to terminate Services:

(a) The Firm or the Client can, upon 14 days’ prior written notice to the other, terminate the performance of any or all of the Services provided or the obligations of the Firm, stating the reasons for its action as well as the affected Services and obligations thereof.

(b) The performance of the Services provided and the obligations of the Firm can be terminated immediately upon written notice from either Party to the other:

(i) in case of bankruptcy of the Client or the Firm; or

(ii) when the Firm is unable to meet its obligations due to the death or its incapacity.

It is understood that the termination of the Services provided and the obligations of the Firm under this article shall, subject to subsections 12.4 and 12.5 below, be without prejudice to any other rights and remedies created for the benefit of either Party.

12.3 Right to receive remuneration and additional compensation in case of termination:

(a) If the Services of the Firm are terminated by the Client at any stage without fault of the Firm, the Firm shall be entitled, unless otherwise agreed, to the full fee of the stage at which the Services are terminated and additional compensation equal to 1/3 of the fee of the next stage.

(b) If, after the tender/assignment stage, the Client decides not to proceed with the implementation of the Project, the Firm shall be entitled, unless otherwise agreed to the full fee corresponding to the termination stage, as well as compensation equal to 1/3 of the fee for the Supervision stage of the Project. In case the Client decides not to proceed immediately with the implementation of the Project and assigns the Supervision to the Firm within 12 months4 of the termination of the Firm’s Services, the amount of the compensation shall be part of the fee for the Supervision.

12.4 Right to remuneration and compensation of the Firm in case of termination due to the Client’s fault:

In case the Firm terminates its Services to the Client for any of the following reasons:(a) the Client constantly interferes with the duties and authority of the Firm;

(b) the Client requires such modifications to the Project to the extent that the Firm considers that it cannot be held responsible or that its professional reputation is compromised;

(c) the assignment of the Project is awarded at a price that is too low, with the risk of a deterioration in the quality of the construction of the Project

(d) despite written notice from the Firm, the assignment of the Project is awarded to a contractor who in previous work with the Firm has been found to act in bad faith; or/and

(e) the Firm has requested that measures be taken for the safety of the Project and the Client refuses to cover the additional cost for economic reasons or for other reasons,

then the Firm shall be entitled, unless otherwise agreed, to receive remuneration and additional compensation as specified in section 12.3(a) above, without the Client having any claim against the Firm.

12.5 Rights of the Consultancy Firm in case of termination without fault:

In case the Firm is unable to provide its Services due to serious illness or other justifiable cause, the Firm may, unless otherwise agreed, either propose its replacement to the Client or terminate its Services, in which case its entitled remuneration shall be limited to the value of the work performed up to that point which has been approved by the Client.

4 Or as otherwise agreed

**13. CONSULTANCY FIRM’S FEE**

13.1 Coverage of additional costs.

(a) In case the Firm attends an arbitration proceeding or provides technical testimony before a Court, the Firm shall be entitled to a fee per hour of attendance at the proceeding and/or per hour of attendance at meetings with the Client or his/her consultants and for the preparation of estimates and/or reports and/or providing advice as such fee is set forth in **ANNEX “E”** of this Agreement.

(b) For the Project Supervision away, the Firm shall be entitled to claim additional compensation for the travel time and return to the Site of the supervising personnel at a minimum as set forth in **ANNEX “E”** of this Agreement.

(c) In case the location or the conditions of implementation of the Project differ from what would reasonably be known to the Parties and become extremely unfavourable and/or unhealthy, or there is an increased risk of accidents, or the work is carried out in water or polluted atmosphere or adverse weather conditions, the agreed fees may be reasonably increased prior to the commencement of the Preliminary Design for the Project.

(d) In case the anticipated implementation period of the Project is extended without the fault of the Firm, an additional monthly fee equal to the amount resulting from dividing the total Supervision fee by the initial implementation time of the Project, shall be paid to the Firm for the Supervision of the Project during the period of extension.

(e) In case of execution of the Project with more than two subcontractors, where the responsibility of coordination of the subcontractors does not belong to the main Contractor, then the Firm shall be entitled to request a reasonable additional fee.

13.2 Method of payment of fees:

(a) The Client shall pay the Firm's fee in stages as set out below:

(i) Service Stage I:

Submission of Preliminary Design: 25%:

Assignment of preparation of Preliminary Design: 5%

Submission of Preliminary Design: 20%

1. Service Stage II:

Submission of Final Design, Details/Specifications: 45%

Submission of Final Design (e.g. Building Permit): 35%

Details / Specifications: 5%

Call for tenders, evaluation of tenders and submission of a report to the Client: 5%

1. Service Stage III:

Supervision: 30%:

Project construction, depending on its progress, regular payments (e.g. monthly): 25%

Substantial completion: 3%

Submission of Final Account: 2%:

It is understood that the Parties may agree on a different method and/or the detailed method of payment of the fee at each individual stage.

(b) The fee payable prior to the signing of the construction contract shall be calculated on the Estimated Project Cost and, in the absence of such estimate, on the Approximate Project Cost.

(c) After the signing of the construction contract and, if contracts are signed for nominated subcontractors and suppliers of materials, the fee paid is calculated on the sum of the amounts of these contracts.

(d) In the event that at the Client’s request the Design to be amended resulting in a reduction in the cost of the Project, the Firm shall be remunerated up to the point of amendment on the basis of the Estimated Project Cost or on the basis of the amount resulting from (iii) above, depending on the stage at which such an amendment instruction is received.

(e) The final settlement of the Firm’s fee shall be calculated on the basis of the Actual Project Cost.

13.3 Additional Services and their remuneration:

(a) Any other services in addition to the Basic Services as may be provided for in the applicable Legislation (e.g. energy efficiency5, Coordinator for Health and Safety matters at the Project Preparation Stage6, internal wiring infrastructure design7) may be provided by the Firm as Additional Services, if agreed in writing with the Client. The same applies to additional services related to the Project, such as for example geotechnical and/or geological study, work measurement, topographical work and other Additional Services as indicatively listed in **ANNEX “G”**.

(b) The fee for the provision of Additional Services may be agreed and be collected in addition to the agreed fee.

**14. DESIGN COORDINATION SERVICES**

14.1 Preliminary Services:

(a) At the initial stage, the Firm shall decide on the role of each Design Consultant and each Special Consultant and the relationships with them.

(b) The Firm shall collect available information on the presence and extent of Public services such as water, electricity, telecommunications, sewerage etc. and shall advise the Client on the potential impact on the Project, both during the construction works and after their completion.

14.2 Submission of Preliminary Design for approval:

The Firm shall collect the individual Preliminary Designs prepared by the Design Consultants and the Special Consultants and shall submit them to the Client for approval together with the Approximate Project Cost.

5Services for the issue of energy performance certificate: Annex “G”

6Services of Coordinator for Health and Safety matters at the Project Preparation Stage are indicatively referred to in Annex “G”.

7Services related to internal wiring infrastructure design: Annex “G”

14.3 Submission of Final Design for approval:

(a) Upon approval by the Client of the individual Preliminary Designs and the Approximate Project Cost, the Firm shall submit to the Client for approval the individual Final Designs prepared by the Design Consultants and the Special Consultants, the details, the specifications and the detailed Estimated Project Cost.

(b) Upon approval by the Client of the Final Designs, the Firm in co-operation with the Design Consultants and the Special Consultants shall-

(i) consolidate the tender documents;

(ii) co-operate with the Client in the preparation of the list of tenderers;

(iii) invite tenders, both for the general contract and for the nominated subcontracts;

(iv) if required, distribute the tender documents to the persons selected to submit a tender;

(v) provide written responses to questions from tenderers;

(vi) evaluate the tenders and prepare a report to the Client; and

(vii) assist the Client in awarding the tender to the successful tenderer.

(c) The Firm shall prepare the technical conditions and complete the required documents and data on the part of the Client, the construction contract and the contract of the nominated subcontractors/ suppliers and arranges for their signature.

14.4 Supervision:

(a) During the Supervision stage, the Firm, in co-operation with the Design Consultants and the Special Consultants, shall be responsible to:

(i) administer the construction contract and the contract of nominated subcontractors/ suppliers;

(ii) contribute to or undertake problem solving, in general;

(iii) coordinate the supervision of the work;

(iv) coordinate the meetings at the Site and shall be responsible for keeping the minutes;

(v) approve the payment applications and issue the corresponding certificates;

(vi) inspect and monitor the progress of works against the schedule, keep records of delays and approve justified time extensions;

(vii) submit to the Client periodic progress reports, in which reference is made to the physical and financial progress of the Project, any delays, the modifications with the reasons for them and their effects, the quality of the works and materials, any problems etc.;

(viii) issue the certificate of substantial completion of the Project; and

(ix) ensure full compliance with the relevant provisions of the legislation in force from time to time in relation to the Supervision of the Project.

(b) The Firm, after the substantial completion of the Project, shall collect the “as-built” drawings of the Project and the necessary information and documents from the Design Consultants, and-

(i) submit a duly completed works completion certificate to the Client and to the competent authority for the purpose of issuing the certificate of final approval;

(ii) assist the Client in the preparation of the application to the competent authority for the issue of the certificate of final approval;

(iii) assess any claims of the Contractor and/or the nominated subcontractors and/or suppliers and submit a report to the Client;

(iv) upon expiry of the Contractor's liability period, issue the relevant certificate; and

(v) prepare and submit to the Client the Final Account of the Project for final settlement.

**15. ASSIGNMENT OF AGREEMENT:**

(a) Neither Party to the Agreement shall be entitled to assign all or any part of the Agreement without the written consent of the other Party.

(b) Except as otherwise provided in the Agreement, the Firm shall not be entitled to assign to another person the performance of any part of the Agreement without the written consent of the Client.

**16. COMMUNICATION:**

(a) The communication between the Client and the Design Consultant, which is required or must take place under the Agreement, is carried out through the Firm and must be in writing, or at least confirmed in writing, by any means (fax, email, mail, by hand), by one of the Parties:

It is understood that official minutes of a meeting related to the Project at which the Parties are present, shall constitute written communication and shall be binding on the Parties.

(b) Communication carried out as above and intended to amend the Agreement meets the requirement of written form of the Agreement.

(c) For the purposes of this Agreement, the term “communication” includes any authorization, consent, instruction, notification or other communication.

**17. BINDING NATURE:**

The Parties agree and acknowledge that all the terms of this Agreement are key and material and undertake to fully comply and implement them and further agree that any breach of any term of this Agreement shall, in addition to any other right expressly set forth in this Agreement or the Law, give rise to a right of termination and compensation for the benefit of the innocent Party.

**18. AMENDMENT:**

No amendment to this Agreement shall be effective unless agreed in writing and signed by each of the Parties.

**19. CONFIDENTIALITY:**

(a) Except where and as provided by law or other regulatory provision of an authority, governmental or otherwise, having jurisdiction by law and to whose authority either Party is subject, no communication or disclosure regarding the terms of this Agreement shall be permitted by the Parties without the prior written consent of the other Party, which consent may not be withheld without reasonable cause.

(b) In order to enable the conclusion of this Agreement, each Party has disclosed or is required to disclose data and information which are exclusively within its own sphere of ownership and influence and which are confidential (hereinafter "Confidential Information"). Accordingly, the Parties agree that both they and any of the Parties' officers, employees and/or representatives who have received or will receive Confidential Information shall keep any Confidential Information in strict confidence and shall not disclose such information except in connection with the implementation and performance of the terms of this Agreement or if required by law or ordered by a court of competent jurisdiction.

(c) The confidentiality obligation of the Parties under this paragraph shall survive the termination of this Agreement. In the event of a breach by one Party of the above obligation, the other Party shall have the right to terminate the Agreement and/or claim compensation for all damages it may have suffered as a result of the disclosure.

**20. INVALIDITY OF TERMS:**

If for any reason any of the terms of this Agreement shall be held to be illegal or invalid or unenforceable, then such term shall, if possible, be deemed to have been agreed to be varied to the minimum extent necessary to render it legal, and if this is not possible, then it shall have no effect and shall be deemed not to be included in this Agreement, but shall not invalidate or otherwise affect the remaining provisions of this Agreement.

**21. OTHER TERMS:**

(a) This Agreement is valid and binding and creates rights and obligations for the Parties.

(b) By signing this Agreement, the Parties undertake to promptly take all necessary acts and actions for its execution, implementation, completion and enforcement.

**22. APPLICABLE LAW:**

This Agreement shall be governed by and construed under and in accordance with the laws of the Republic of Cyprus.

**23. NOTICES:**

(a) It is agreed that any notice in accordance with the terms of this Agreement may be given by letter, facsimile or email or by other form of written communication and addressed to the respective Party at the addresses set forth in **ANNEX “E”** of this Agreement.

(b) If notice is sent by mail, it shall be deemed to have been received at the expiration of 72 hours from the time of its mailing, and if sent by facsimile or email, it shall be deemed to have been received at the time of sending upon presentation of an acknowledgement of receipt.

**24. ARBITRATION:**

In the event that any dispute or disagreement or controversy arises between the Parties to this Agreement (either during or after the completion or suspension of the provision of the Services and either before or after the termination or purported termination of the employment of the Firm under this Agreement) as to the interpretation or performance or enforcement of this Agreement or as to anything contained in or arising out of this Agreement or as to the rights, obligations or duties of the Parties, then the Party that disagrees has the right to give notice to the other Party of this dispute, in which case the Parties must try for the next seven (7) days to settle this dispute amicably. If the Parties fail, the dispute shall be referred to the Chief Executive Officers of the Parties with a view to reaching an amicable settlement.

Any dispute for which an amicable settlement has not been reached within thirty (30) days from the date of service of the above notice (or such other period as the Parties may agree), without excluding the mediation process, shall be finally resolved by arbitration on the basis of the applicable Arbitration Rules of ETEK, in accordance with the provisions of the Arbitration Law (Cap. 4) of the Republic of Cyprus, by one arbitrator of common acceptance, in Greek language and in Nicosia. In case the Parties are unable to agree on the appointment of the arbitrator, then the appointment shall be made by the President of ETEK.

**25. IN WITNESS WHEREOF,** the Parties have affixed their signatures on the date set forth at the beginning of this Agreement.

THE CLIENT

Signature ……………………………..

Name ……………………………..

THE CONSULTANCY FIRM

Signature ……………………………..

Name ……………………………..

Position ……………………………..

WITNESS:

Signature ……………………………..

Name ……………………………..

ID. No. ……………………………..

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