

## Agreement

Made and signed in \_\_\_\_\_ on the day \_\_\_\_ of the month \_\_\_\_ of in the year \_\_\_\_\_

**Between:**     **Sheba Negev Ltd.**  
Public Benefit Company No. 517095683  
2 Katzir Street, Ramat Gan  
Email: \_\_\_\_\_  
(the "**Client**" or "**Sheba Negev**")

**And:**

Company No. \_\_\_\_\_  
Of \_\_\_\_\_  
Email: \_\_\_\_\_  
(the "**Architect**")

**Whereas**     the Client, Sheba Negev Ltd. (which was established under the Sheba Medical Center corporation) is acting to establish the Shimon Peres Hospital in the Negev, in the city of Be'er Sheva (the "**Hospital**"), which will be owned by the company for the establishment of Shimon Peres Hospital Ltd. ("**Peres Negev**"), held in equal parts by the health funds Leumit and Meuhedet; and

**Whereas**     the Hospital will be established pursuant to Government Resolution No. 1731 dated May 5, 2024, whose main purpose is to strengthen the public healthcare system and expand the public hospitalization array in the south of the country; and

**Whereas**     the land designated for the establishment of the Hospital (as detailed in Appendix A to the tender) will be allocated to the Peres Negev company, and the construction will be carried out in accordance with Town Planning Scheme 605-0751636, which was approved in June 2021, within which an area of approximately 430 dunams has been designated for buildings and public medical institutions for the establishment of a general and specialized hospital, helipads, commercial areas, academia and teaching, research, laboratories and more, as part of a new urban quarter being built east of the city of Be'er Sheva (the "**Property**" and the "**Plan**", respectively); and

**Whereas**     the Architect won the tender published by the Client for the provision of the Planning Services as chief architect for the first stage of the project, which includes the establishment and operation of the Hospital with a scope of approximately 600 beds (the "**Project**"), and the Client wishes to engage the Architect for the performance of

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Planning Services and superior supervision in the Project as detailed in **Appendix "A"** to this Agreement; and

**Whereas** the Architect is aware that a fundamental condition of this Agreement is (a) the engagement of the International Architect (as defined below) as a subcontractor of the Architect in the performance of the design work and the personal involvement of the International Design Manager in the Planning Services; and (b) the personal involvement of the Project Architect (as defined below) in the Planning Services; and

**Whereas** the Architect declares that it has experience in providing Services of the type that are the subject of this Agreement, and that it has the knowledge and professional ability to fulfill all of its obligations under this Agreement, and it wishes to enter into this Agreement with the Client and to provide the Planning Services for the Project, all as detailed in this Agreement below;

**Therefore, it has been declared, agreed, and stipulated between the parties as follows:**

**1. Preamble, Interpretation and Appendices**

- 1.1 The preamble to this Agreement constitutes an integral part hereof.
- 1.2 In any case of contradiction or discrepancy between the provisions of an appendix to this Agreement and the provisions of the Agreement, the provisions granting the Client the greatest rights shall apply.
- 1.3 The section headings do not constitute a binding part of the Agreement and are intended for convenience only.
- 1.4 The documents detailed below are attached to this Agreement and constitute an integral part hereof:

<b>Appendix "A"</b>	Details of the Planning Services.
<b>Appendix "A/1"</b>	Appendix for model-management Services and systems coordination (BIM).
<b>Appendix "A/2"</b>	The proposed planning team and the division of work and performance of the planning-Services tasks between the Architect and the International Architect.
<b>Appendix "B"</b>	The contract fee and its payment dates.
<b>Appendix "C"</b>	Insurance Appendix and confirmation of the Architect's insurance arrangements.
<b>Appendix "D"</b>	Confidentiality deed.
<b>Appendix "E"</b>	Form of declaration regarding waiver of claims.
<b>Appendix "F"</b>	The Architect's proposal in the tender, with all its appendices (including the tender documents that form part of the

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proposal, and amendments made to it with the parties' agreement prior to winning the tender).

**2. Definitions**

In this Agreement and its appendices, the following terms shall have the meanings set forth beside them, unless the content and context require otherwise. Terms not defined in this Agreement shall have the meaning set out in the tender documents:

**"Planning Work",  
"Services" or  
"Planning  
Services"** The Planning Services and the superior supervision for the Project, to be provided by the Architect to the Client, as detailed in the description of the Planning Services attached as **Appendix "A"** to this Agreement and in the other provisions of this Agreement and its appendices;

**"Tender"** Tender No. 10003199 for the provision of the Planning Services for the Project, in which the Architect was the successful bidder and as a result of which this Agreement was executed with it;

**"Project"** The first stage of the establishment and operation of the hospital comprising approximately 600 beds, all as described in the tender documents and in this Agreement;

**"Project Architect"** Architect \_\_\_ who was appointed by the Architect to lead the Project design team as chief architect, as stated in the Architect's tender proposal;

**"International Architect"** \_\_\_\_\_ with whom the Architect entered into a subcontracting agreement for the provision of Planning Services together with the Architect, in accordance with the provisions of the tender and this Agreement, as stated in the Architect's tender proposal;

**"International Design Manager"** \_\_\_\_\_ who was appointed by the International Architect to manage, on its behalf, the performance of the design work under the responsibility of the International Architect, in accordance with the Architect's tender proposal and as detailed in this Agreement;

**"Core Team"** as defined in Section 5.2 below;

**"Design Team"** as defined in Section 5.1 below;

**"Manager"** The person appointed or to be appointed on behalf of the Client to manage on its behalf any matter related to the design and construction of the Project, and/or any person who shall be appointed in his place by the Client, from time to time, at the sole discretion of the Client;

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- “Supervisor”** \_\_\_\_\_ who was appointed by the Client to supervise on its behalf the design and execution of the Project, or any person who shall be appointed in his place by the Client, from time to time, at the discretion of the Client;
- “Contractor” or “Contractors”** The person to whom the execution of the Project or any part thereof will be assigned by the Client, including suppliers of materials and/or equipment for the Project and including subcontractors;
- “Plan” or “Plans”** Any plan and/or drawing and/or map and/or diagram and/or blueprint and/or sketch that the Architect prepared and/or drafted and/or participated in preparing in connection with the Project and/or in connection with the Services and/or in connection with this Agreement, whether all of the aforementioned documents were produced on paper or whether they are stored in BIM, on any media or any other electronic storage means;
- “As-Made Plans (AS MADE)”** Architectural plans of the Project or any part thereof, which the Architect must prepare after completion of the work on the Project by the Contractor, showing the works actually carried out by the Contractor in the Project, including confirmation by the Architect and the consultants that the Project or any part thereof is complete and fit for operation;
- “Project Documents”** All the Plans, as defined above, and/or any specification and/or any calculation and/or any measurement and/or any bill of quantities and/or any diagram and/or any report and/or any working paper and/or any other document that the Architect prepared and/or drafted and/or participated in preparing in connection with the Project and/or in connection with the Services and/or in connection with this Agreement, whether appearing in BIM or stored on any media or any other electronic storage means, and whether produced on paper;
- “Consultants”** Professional consultants, experts and persons with any engineering or technological profession who will be employed by the Client in the design of the Project, including consultants in the field of modeling and management of a three-dimensional model using the BIM methodology;
- “Program”** A document describing the purpose, character and scope of the project, after its final formulation and approval by the State Directorate and the Client;
- “Contract Fee” or “Consideration”** The professional fees due to the Architect pursuant to Appendix “B” to the Agreement for the performance of the Services by it and the fulfillment of all the obligations and liabilities imposed on it under this Agreement;

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<b>“Inspection Period”</b>	The period during which the Contractor shall be responsible for carrying out corrections to the works performed by it in the Project, in accordance with the agreement to be signed with the Contractor in connection with the Project;
<b>“Final Acceptance of the Project”</b>	Acceptance of the Project from the Contractor(s) after they have completed the performance of the corrections, additions and improvements in accordance with their obligations during the Inspection Period;
<b>“Budgetary Framework”</b>	The budgetary framework to be determined by the Client for the execution of the Project within Stage “A” of the Planning Services (as specified in Section 1.1 of <b>Appendix “A”</b> to the Agreement), and which shall be binding upon the Architect;
<b>“Engagement Period” or “Planning Work Period”</b>	The period commencing on the date of signing this Agreement and ending upon completion of the planning work in accordance with the provisions of this Agreement, unless the Agreement is terminated earlier in accordance with the provisions of this Agreement or any law;
<b>“State Directorate”</b>	The body established pursuant to Government Resolution 1731 for the purpose of supervision and monitoring of the Project on behalf of the State, headed by a Senior Deputy to the Accountant General and comprising representatives of the Ministry of Finance and the Ministry of Health.

**3. Nature of the Engagement**

- 3.1 The Client assigns to the Architect, and the Architect undertakes, to perform the Planning Services, all or part of them, as may be requested by the Client pursuant to work commencement orders that shall be issued by the Client to the Architect from time to time, in accordance with the terms of this Agreement and in accordance with the timetable as received from the Client from time to time, all in consideration for the payment of the Contract Fee set out in **Appendix “B”** to this Agreement. The Architect is aware that it shall have no exclusivity in performing the Planning Services, and the Client shall be entitled at any time to assign planning work to other entities, at its sole discretion.
- 3.2 In addition to the Planning Services detailed in **Appendix “A”** to this Agreement, the Services shall also include any other ancillary action required for the execution of all that is detailed in **Appendix “A”**, without changing the Contract Fee set out in **Appendix “B”** to this Agreement.
- 3.3 The Architect is aware that the Planning Services shall relate, as of the date of signing this Agreement, only to the first stage of the Project (in whole or in part), within which a general hospital will be constructed with an operating capacity of approximately 600 beds. The Client,

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together with Peres Negev, the State Directorate and other parties, is examining the possibility of including in the first stage of the Project also a psychiatric hospital with a capacity of approximately 500 beds and an area of approximately 40,000 sq.m. (the "**Psychiatric Hospital**"). The Client shall have the option to instruct the Architect to perform the Planning Services also for the Psychiatric Hospital in accordance with the terms of this Agreement, including the agreed consideration.

Notice of exercise of the said option shall be given to the Architect at least 30 days in advance.

3.4 The Architect is aware that the Client shall be entitled to order from it the Planning Services, all or part of them, in relation to the entire Project or in relation to certain buildings in the Project, in accordance with the Client's budgetary and other considerations. The Architect shall perform only those Planning Services that are requested by the Client pursuant to work commencement orders that shall be given to it for the performance of the Services. The Architect shall have no claim and/or demand against the Client in connection therewith, and shall not be entitled to receive any fee or any other consideration beyond the fee set forth in this Agreement for the Services actually performed by it pursuant to any order to proceed that is given to it.

The Architect shall have no claim or demand against the Client in the event that Notices to Proceed are given to it only for part of the Services.

3.5 The Architect is aware that the Client intends to open the hospital in stages, starting from 7 years from the date of publication of the tender. The term of engagement shall be at least until the end of the final handover period of the hospital, after completion of the as-built files and correction of defects ("rejects"). This timetable is only an estimate and shall not be binding upon the Client. The Architect is also aware that the Client may carry out the Project in stages, such that the works in part of the Project will be executed at a later stage, or not executed at all, as shall be determined by the Client. The Architect shall have no claim and/or demand against the Client in the event that the design work period is extended beyond what was planned, for any reason whatsoever, including budgetary reasons, and it shall not be entitled to receive any additional fee or consideration of any kind beyond the fee set forth in this Agreement in the event of such extension of the design work period. The Architect shall be entitled only to the consideration specified in **Appendix "B"** to the Agreement for Services actually rendered by it and in accordance with the parts of the Project actually executed.

3.6 In addition to the option mentioned in Section 3.3 above, the Client shall be entitled to instruct the Architect, by written notice, that the Planning Services under this Agreement shall also include preparation of the site development and construction plan for the compound until its completion and final approval. If such notice is given by the Client, the Architect shall be fully responsible for the preparation of the site development and construction plan, and the Architect shall be paid an additional fee in the amount of NIS 600,000 (plus VAT as required by law). The additional consideration under this Section shall be paid in installments according to the rate of progress in preparing the plan, as determined by the Supervisor and

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approved by the Manager. Until the Client has given the Architect such notice, the Planning Services shall not include responsibility for preparation of the site development and construction plan, but only assistance to the team engaged in preparing the plan, as detailed in Sections 1.1.3 and 1.1.4 to Section (b) of Appendix "A" to this Agreement.

3.7 The Planning Services shall be provided jointly by the Architect in cooperation with the International Architect, who shall take an active part in the Planning Services, as detailed in the tender documents and in this Agreement, including Appendix "A/2".

3.8 The Project Architect shall be personally involved in providing the Planning Services, shall be a member of the Core Team (as defined below), shall head the Design Team (as defined below), and shall lead the provision of the Planning Services for the project.

**4. Declarations and Undertakings of the Architect**

The Architect hereby declares and undertakes that:

4.1 It possesses the knowledge, experience, capability, means and training required and suitable for the performance of the Planning Services.

4.2 It shall employ the International Architect in the provision of the Planning Services as a subcontractor of the Architect, and it is aware that the involvement of the International Architect, as well as the personal involvement of the International Design Manager, in the design work, as detailed, inter alia, in Appendix "A/2", at all of its stages, until the final acceptance of the Project by the Client upon completion of the works by the contractors, constitutes a fundamental condition of this Agreement.

4.3 It has visited the property, has received all explanations required by it in connection with the Project and/or in connection with the Services, and it has all the information it requires to perform the Services. Without derogating from the generality of the foregoing, the Architect hereby declares and confirms that it has performed all preliminary checks required for the provision of the Services, and that it has taken into account, after thorough examination, all factors that affect or may affect the fulfillment of its obligations under this Agreement, and that the final contract price specified in **Appendix "B"** to this Agreement reflects all factors and expenses involved in the performance of the Services and all of its other obligations under this Agreement through their completion.

4.4 The employees and/or any other person who will be employed by it in performing the Planning Services shall have appropriate training and experience for the performance of the Services under this agreement, as detailed in the tender documents and as customary in accordance with best professional practice.

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- 4.5 It is aware that the Client has stipulated, as a fundamental and principal condition of this agreement, that all Planning Services shall be carried out under the personal supervision, active management, and close accompaniment of the Project Architect, who shall be a member of the core team and shall lead the planning team and the performance of the Planning Services under this agreement.
- 4.6 It is aware that the Manager (as defined in Section 2 above) has been appointed by the Client to supervise and/or manage every matter related to the planning and establishment of the project, and that the Client is entitled to replace him, from time to time, at its sole discretion. The Architect undertakes to cooperate with the Manager in every matter related to this agreement and to obtain the Manager's prior written approval before commencing each stage of performance of the Services, as detailed in **Appendix "A"** to the agreement.
- 4.7 It shall perform the Services in full cooperation and coordination with the Consultants, as defined in Section 2 above.
- 4.8 It shall perform the Services faithfully and at an appropriate professional level, in accordance with the provisions of any law, including the Planning and Building Law and all regulations thereunder, and including any binding standard relating to the Architect's work and the provisions of this agreement, and it is responsible for the quality of the plans and the Services that will be prepared or provided by its (including by subcontractors and anyone acting on its behalf).
- 4.9 It shall perform the Services in accordance with the timetable as it shall receive from the Client from time to time (hereinafter: the "Timetable"). The Architect is aware that meeting the Timetable is of the utmost importance and it undertakes to fulfill all its obligations under this agreement in such a way that the Timetable will be maintained and that there will be no deviation whatsoever from it. In the event of any delay in the completion of the plans at any stage, the Architect shall pay the Client agreed compensation in the amount of NIS 5,000 plus VAT for each week of delay, or a pro-rated portion thereof for part of a week. The agreed compensation shall be calculated cumulatively in the event of delay in several planning stages. The Client shall be entitled to set off the agreed compensation from any payment to be made to the Architect.
- It is clarified that the agreed compensation shall not derogate from the Client's right to any other remedy in the event of delays in the Timetable that are the Architect's responsibility, including actual compensation for the Client's damages resulting from such delays.
- 4.10 It shall perform the Services in accordance with the document "Guiding Principles and Instructions for Planning" which was attached as **Appendix C** to the Tender (the "Planning Guidelines"), on the basis of the preliminary program in said **Appendix C**, as it will be updated in the course of the planning, and in accordance with the instructions that will be given to it from time to time by the Manager.

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- 4.11 It shall perform the Services subject to the budgetary framework that will be determined by the Client and supervised and managed by the Manager. It is aware that any deviation from the budgetary framework requires the Manager's prior written approval, and it undertakes to notify the Manager in advance and in writing of any matter related to the Services that may lead to a deviation from the budgetary framework, together with a detailed explanation thereof.
- 4.12 It is responsible for the quality and standard of the Services and/or architectural plans and/or architectural documents of the Project that were prepared or carried out by it or under its supervision, as well as for coordinating the planning between all the plans and documents that will be prepared by the various Consultants who will be engaged by the Client for the planning of the project.
- 4.13 It is aware that it is not permitted to give instructions to the Contractor, directly or indirectly, and/or to conduct direct or indirect negotiations with the Contractor in connection with any matter. Giving instructions to the Contractor and/or conducting negotiations with him shall be carried out by the Client only.
- 4.14 The Architect declares that it is aware that it is not entitled to represent the Client or to bind the Client towards third parties without the Client's prior written approval.
- 4.15 For the avoidance of doubt, it is hereby declared that the Architect is responsible for the quality of the planning work, and the approval of the Manager and/or the Client of the work as a whole and/or any part thereof, including the documents and plans, shall not release the Architect from its full professional liability, and such approval shall not impose on the Manager and/or the Client any liability whatsoever for the quality of the planning work.
- 4.16 The Architect hereby undertakes towards the Client to carry out the planning work in accordance with the Client's instructions, the instructions of the Ministry of Health and/or any other competent authority, including, without limiting the generality of the foregoing, by complying with the provisions contained in the relevant chapters of the General Specifications for Construction Works (the "Blue Book" prepared by the special inter-ministerial committee of the Ministry of Defense, the Ministry of Construction and Housing and the Public Works Department, in its most recent edition). It is clarified that communication with the Architect shall be via the Client.
- 4.17 The Architect declares and undertakes that there is no legal, business, contractual or other restriction that prevents or may prevent it from signing this Agreement and/or from fully and completely performing its obligations under this Agreement. The Architect declares and undertakes that the performance of its obligations under this Agreement will not involve any infringement of any patent and/or trade secret and/or know-how and/or copyright or any other intellectual property right belonging to any third party. The Architect shall indemnify and hold the Client harmless for any expense, loss and/or damage that may be caused as a

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result of and/or in connection with any infringement of a third party's intellectual property right as aforesaid.

4.18 In addition to any other provision in this Agreement, the Architect shall be responsible, for the entire period during which the Services are performed by it or by anyone acting on its behalf, including, without limiting the generality of the foregoing, the performance of any work and/or actions during the inspection/warranty period, to ensure that proper work procedures and appropriate hygiene and safety rules are observed by it and/or by anyone employed by it and/or on its behalf in the performance of the Services, in accordance with all applicable law, in order to prevent damage to the structure and/or to any person and/or to any property.

4.19 Without derogating from the generality of the foregoing, the Architect shall be responsible, insofar as it concerns the Services it is required to perform under this Agreement, for compliance with the provisions of the Safety at Work Ordinance and the regulations and orders issued thereunder, as in force on the date of signature of this Agreement and as may be in force from time to time and at any time relevant to this Agreement, including ensuring compliance with these provisions by the team members and/or anyone acting on behalf of the Architect, as well as compliance with the safety guidelines of the safety consultant appointed by the Client, if and to the extent that such is appointed, at every stage of the performance of the Services. The Architect undertakes to act in full coordination with the safety consultant in all these matters. The Architect further undertakes to comply, and to ensure compliance by all team members and/or anyone on its behalf engaged in the performance of the Services, with all the requirements of the Client's safety consultant in connection with the performance of the Services.

4.20 The State Directorate and Peres Negev

4.20.1 The Architect is aware that the State Directorate was authorized by a government resolution to supervise the planning and construction of the hospital and its operation by the Client. Pursuant to the government resolution, the State Directorate has been granted broad powers, including, inter alia, with respect to the approval of the functional program, the Project Documents, the Project Budget, the construction and development plan, the project's financial model, all material agreements relating to the Project (including this Agreement, the agreement with the supervisor, the agreements with contractors, subcontractors and key consultants), changes in the scope and type of Services and medical activities to be carried out in the hospital, and the like. The Architect is also aware that ownership of the hospital will be held by Peres Negev.

Accordingly, the Architect declares that it is aware that the Client is subject, in its actions relating to the project, to the State Directorate and the competent authorities and to their instructions, and that it is also aware that the planning and construction of the hospital are being carried out in full coordination and cooperation with Peres Negev.

The Architect undertakes to cooperate with the Client, Peres Negev and the State Directorate whenever it is required to provide any of them with information or

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documents relating to the Planning Services, and the Architect shall provide them, via the Client, with any such information or documents as may be requested, answer their questions, and so forth. It is clarified that communication with the Architect shall be via the Client.

4.20.2 The Architect declares that it is aware that Peres Negev, the State, the State Directorate and all those acting on their behalf have no responsibility, obligation, duty or liability of any kind towards the Architect or for its benefit. The Architect is also aware that no approval given by Peres Negev, the State, the State Directorate or anyone acting on their behalf shall impose any responsibility or liability whatsoever on Peres Negev, the State, the State Directorate or anyone acting on their behalf towards the Architect, including in the event of termination or cancellation of this Agreement, for any reason whatsoever.

**5. The Design Team**

5.1 Throughout the entire term of the engagement and the provision of the Services, the Architect shall provide the Services through the Project Architect, the International Design Manager, architects, and additional team members (together: the "Design Team") as shall be required for the provision of the Planning Services at a level and quality in accordance with best professional practice and within the timeframes required under the Project schedule, as necessary so that no delays in the Project shall be caused as a result of the provision of the Planning Services. The members of the Design Team shall possess the knowledge, skills, capabilities and professional experience, and all other licenses, permits, authorizations, certifications and approvals required for the provision of the Planning Services pursuant to this Agreement. The appointment of key personnel in the Design Team, as shall be defined by the Client (for example, the interior designer), shall require the Client's prior written approval. A list of the members of the Design Team appears in Exhibit "A2" to this Agreement.

5.2 Without derogating from anything stated in this Agreement, it is clarified that the Client's engagement with the Architect under this Agreement is based, inter alia, on the Architect's undertaking that the Project Architect and the International Design Manager (the "Core Team") shall provide the Services to the Client from the date of execution of this Agreement and throughout the entire term of the engagement. This section constitutes a fundamental condition of this Agreement. Any change in the composition of the Core Team members, even if approved in advance and in writing by the Client, shall entitle the Client to agreed compensation from the Architect, as detailed below, without derogating from any additional and/or other remedies available to the Client under this Agreement and/or under any law. Additional members of the Core Team shall be determined at the Client's request.

5.3 The Architect shall not be entitled to replace the members of the Core Team, or any of them, whether on a temporary or permanent basis, without the Client's prior written approval, at the Client's sole discretion. It is hereby clarified and emphasized in advance that any replacement proposed for a Core Team member shall possess, at the very least, experience and qualifications identical to those of the Core Team member being replaced. It is further emphasized that any requested replacement shall not constitute grounds for any postponement, delay, reduction or other impairment in the performance of the Architect's

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obligations under the Agreement. This section constitutes a fundamental condition of this Agreement.

5.4 The Client reserves the right to require, at any time, at its sole discretion and for reasonable cause, the replacement of any of the members of the Design Team, by giving 14 days' prior notice. The Architect undertakes to replace any of its Design Team members, or any of them, with another alternate Design Team member who shall be approved in writing by the Client and to the Client's satisfaction, shortly after receipt of such demand, without the Architect having any claim or cause of action in connection therewith and without this causing any postponement of the timetable for completion of the services. The Architect shall be responsible for ensuring that the replaced Design Team member carries out a full handover to his/her replacement in such a manner that the alternate Design Team member can perform his/her role as required in accordance with the provisions of the Agreement, without such replacement causing any delay, defect or deficiency in the Services.

5.5 Agreed Compensation for Breaches Relating to Staffing of the Core Team

5.5.1 In any case in which the Architect breaches an obligation relating to its responsibility to staff a position in the Core Team in accordance with the provisions of this Agreement, the Client shall be entitled to agreed compensation in the amount of NIS 20,000 for each week, full or partial, during which the breach occurred.

5.5.2 Notwithstanding the provisions of Section 5.5.1 above, in the following cases, the compensation shall not be paid according to the duration of the breach; instead, the Client shall be entitled to twice the amount of the compensation stated in Section 5.5.1 above:

5.5.2.1 In any case of breach of the obligation to obtain prior approval for the replacement of a member of the Core Team, including in the cases described in Sections 5.3 and/or 5.4 above.

5.5.2.2 In any case where a Core Team member is replaced within 36 months of the date of his/her appointment, whether the replacement was carried out at the initiative of the Architect or at the demand of the Client, except where the replacement was made due to medical reasons of the team member that prevent him/her from continuing to provide the Services.

6. Subcontractors

6.1 Engagement with the International Architect

The Architect undertakes to employ the International Architect as a subcontractor of the Architect for the performance of the Planning Services. In accordance with the tender documents, the Architect undertakes that the subcontractor agreement with the International Architect shall be on a "back-to-back" basis with the provisions of this Agreement (insofar as they also relate to the International Architect or to the provision of Planning Services by it), and shall also include, inter alia, the following provisions:

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- 6.1.1 The International Architect undertakes to take an active part in the performance of the Planning Services, in all of their stages, until completion of the execution of the Project by the contractors and final handover of the Project to the Client. Within this framework, the International Architect undertakes to provide the Client with all of the Services under its responsibility, as detailed in Appendix A/2 to this Agreement.
- 6.1.2 The International Architect undertakes to employ the International Design Manager presented by it in the tender as a member of the core team for the entire duration of the planning work.
- 6.1.3 The International Architect undertakes to participate in planning meetings convened by the Architect or by the Supervisor, together with the consultants, the Manager and the Supervisor, as required for the advancement of the planning, and also at the request of the Client or the Manager. If the Client demands in writing the physical participation of the International Architect in a meeting in Israel, the International Architect undertakes to come to Israel for the purpose of participating in the meeting. The Client shall bear the travel costs as detailed in Section 4.5 of Appendix "B" to the Agreement.
- 6.1.4 The International Architect shall be jointly and severally liable for the obligations of the Architect toward the Client that relate to the field of expertise and experience of the International Architect, in accordance with the agreement between the Architect and the Client and as detailed in the tender documents, including Appendix F to the tender.
- 6.1.5 The term of the engagement between the Architect and the International Architect under the subcontractor agreement shall be for the entire duration of the planning work, until its completion, in accordance with the agreement between the Architect and the Client.
- 6.1.6 Provisions regarding intellectual property rights, including waiver of moral rights, as detailed in Section 20 below.
- 6.1.7 If required by the Client and/or the Manager, the International Architect undertakes to provide the Planning Services under its responsibility directly to the Client and to cooperate fully with the Client and its representatives. At the request of the Manager and/or the Client, the International Architect shall transfer directly to them plans, documents and planning deliverables, as they may require. A copy of the documents shall also be delivered to the Architect.
- 6.1.8 The Client shall be entitled, at its discretion, at any time and for any reason whatsoever, including in any case of termination or cancellation of this Agreement, to engage directly with the International Architect for the provision of the Planning Services by it and/or to step into the shoes of the Architect under the subcontractor agreement with the International Architect ("Direct Engagement"). The commercial terms of the Direct Engagement between the Client and the International Architect, as aforesaid, shall be identical to those agreed in the subcontracting agreement between the Architect and the

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International Architect, or more favorable to the Client, as shall be agreed between the Client and the International Architect. In the event of such Direct Engagement, no compensation shall be paid to the Architect, and the Architect waives any right or claim in connection therewith. In addition, if this Agreement is in force on the date of the Direct Engagement, the amount paid by the Client to the International Architect as a result of the Direct Engagement shall be deducted from the fee paid to the Architect.

All of the above provisions that shall be included in the subcontractor agreement with the International Architect shall be deemed an undertaking in favor of a third party, and this shall be expressly stated in all the relevant sections of the subcontractor agreement. The Architect shall provide the Client with a copy of the agreement signed between it and the International Architect. It is clarified that providing the agreement with the International Architect as aforesaid shall not derogate from the obligations of the Architect under this Agreement.

6.2 Except for employing the International Architect as a subcontractor of the Architect as detailed in this Agreement, the Architect shall not be entitled to enter into agreements with subcontractors on its behalf in connection with the performance of any of the Services, unless it has obtained the Client's approval for such engagement, in advance and in writing, after the said Subcontractors have undertaken in writing all of the obligations imposed on the Architect under the Agreement that are relevant to the Services to be provided by that Subcontractor. For the avoidance of doubt, it is hereby clarified that the Architect shall bear full, absolute and exclusive responsibility toward the Client or anyone on its behalf in connection with the performance of the Services, and that the performance of the Services through such Subcontractors shall not impose on the Client any liability of any kind or nature whatsoever, nor shall it derogate from the responsibility of the Architect or anyone on its behalf pursuant to the Agreement.

6.3 If the Client has approved the Architect's request to engage a Subcontractor, the Architect undertakes to sign an agreement with the Subcontractor and, if so required by the Client, shall provide the Client with a copy of the signed agreement. The agreements with the Subcontractor shall include appropriate provisions in accordance with Sections 20 (Intellectual Property), 22 (Confidentiality) and 23 (Conflict of Interest).

## **7. Reporting and Control**

7.1 The Architect shall submit to the Manager and to the Client, on an ongoing and continuous basis, reports on the progress of the performance of the Services, and shall give advance warning of problems that may delay completion of the Services in accordance with the timetable. At the request of the Manager and/or the Client, a report regarding the progress of

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performance of the Services shall also be submitted by the International Architect with respect to the Services within its area of responsibility.

7.2 The Manager, the Client and/or anyone on their behalf shall be entitled to visit the Architect's office, subject to prior coordination, to examine the rate of progress in the performance of the Services and the manner of their performance, and the Architect shall provide the Client and/or the Manager with any explanation they may require in this regard.

7.3 All reports shall be made in the Hebrew language, and at the Client's request, the reports shall also be made in the English language.

7.4 The Architect shall notify the Manager and the Supervisor in writing of any delay in the performance of the design work and/or of any expected delay in completing the relevant stage in the performance of the design work, immediately and in any event no later than 7 days from the date on which the Architect became aware of the delay. The Architect shall also specify in such notice the reason for the delay and the courses of action in the performance of the design work to overcome the delay and/or the steps taken to prevent and/or minimize the delay. Nothing herein shall derogate from the provisions of Section 4.9 above.

7.5 The Architect undertakes to inform the Client in writing whenever, during the provision of the Planning Services, it becomes aware of any deviation from the Project budget. The Architect is aware that any deviation from the Project budget shall require the Client's prior approval of such deviation.

7.6 At any time requested by the Client, the Architect shall provide the Client and/or the Manager with a report on the progress of the project. The said reports shall include such subjects and details as shall be determined by the Client from time to time, and as long as these have not been determined, the reports shall, in addition to the above, include reporting on deviations from the timetable and their implications, an updated budget for the project, financial commitments, the scope of current performance during the reporting period, etc.

**8. Plans and Documents**

8.1 The Architect undertakes to provide the Client and/or the Manager, upon their request, during the design, during the construction of the project, and after its completion, with details or supplements to the Project Documents, within a reasonable time from receipt of the request by the Client and/or the Manager, and without any additional consideration.

8.2 Upon completion of the Planning Services (excluding the superior supervision), as set out in Appendix "A" to the Agreement, or in any case in which the Agreement is terminated early for any reason whatsoever, the Architect shall deliver to the Client the original and copies of all the Project Documents, updated to the date of their delivery to the Client, without any additional consideration and provided that the Architect has been paid the consideration due to it pursuant to Appendix "B" to the Agreement up to that date.

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- 8.3 Upon completion of the superior supervision Services and completion of the execution of the Project works, the Architect shall be responsible for obtaining from the Supervisor all the information required for updating in the BIM of the model and the as-built architectural plans in accordance with the most up-to-date version, as actually executed (AS MADE), as well as all other architectural Project documents, so that the Project Documents in BIM will be in their most up-to-date version and show the Project as actually executed by the contractor.
- 8.4 For this purpose, the Architect undertakes to incorporate into the plans and Project Documents in BIM all the changes that were made during the construction of the Project by the contractor, so that the as-built drawings will be updated in accordance with the contractor's execution.
- 8.5 In connection with Sections 8.2 and 8.3 above, the Architect undertakes to deliver to the Client, upon its request, copies and/or CDs in AutoCAD format and/or REVIT and/or in any other format, as requested by the Manager and in accordance with the format in which the design was carried out, of all the Project plans and documents, updated as stated in Sections 8.2 and 8.3 above.
- 8.6 The Architect shall be required to perform backup of the Project Documents as reasonably necessary to prevent loss of and/or damage to the design material in its possession.

**9. Changes in the Design**

- 9.1 The Architect undertakes to carry out changes in the design at any stage of the provision of the Planning Services and/or at any stage of execution of the Project works, as may be required in writing to do so by the Client and/or the Manager (hereinafter: the "**Changes**"), all subject to the provisions of Section 9 below and subject to written approval of the Changes.

For this purpose, "Changes" includes, among other things, reduction/increase of the scope of the Project and implementation of changes in the design.

- 9.2 Subject to Section 9.4 below, the Architect shall be entitled to additional payment for carrying out the Changes, beyond the fee due to it according to Appendix "B" to the Agreement, only if: (a) these are material Changes requested and approved in writing by the Client, after completion of a design stage and its approval by the Client or the Manager, which require the Architect to invest significant resources and which do not derive from requirements of the authorities, legal requirements, or any objective constraints, including consultants' requirements; or (b) the Changes are required after completion of the specifications and detailed design and their approval by the Client or the Manager, and after issuance of the invitation-to-bid booklet for execution contractors.
- 9.3 The Architect undertakes to notify the Client in writing, no later than seven days from the date on which it received the request to perform Changes and prior to commencing the Changes, that it intends to request additional compensation for the requested Changes, attaching an estimate of the additional compensation requested. If the Architect does not

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deliver such written notice to the Client, it shall be deemed to have agreed that the Client's request for Changes does not entail any additional compensation whatsoever. The additional compensation for Changes shall be calculated on the basis of hourly rates that shall not exceed the maximum rate prescribed in the Tekem provisions (Tariffs for engagement with external service providers) for the relevant service provider on behalf of the Architect. Notwithstanding the provisions of Section 9.2 above, it is agreed that the Architect shall not be entitled to receive any additional payment from the Client for carrying out the Changes in any of the following cases:

- 9.3.1 If the Changes were required due to defects and/or deficiencies in the Architect's architectural design work and/or due to a breach of this Agreement by the Architect and/or as a result of the architectural design not complying with legal requirements and/or the requirements of the Ministry of Health and/or any other relevant authority and/or consultants' requirements, and/or the provisions of the "Design Guidelines" document or the program.
- 9.3.2 If the required Changes are not material.
- 9.3.3 If the Changes resulted from an act or omission for which the Architect and/or anyone on its behalf is at fault, in the design work or in the coordination with the consultants or among the consultants.
- 9.3.4 If the Changes were required in connection with any of the design stages or the coordination of the design with the consultants' team, prior to the approval of that stage by the Client, provided that such Changes do not alter the design of a previous stage that was approved by the Client.
- 9.4 In the event of a dispute between the parties as to whether changes requested by the Client constitute changes that entitle the Architect to additional compensation and/or as to the amount of compensation to which the Architect is entitled for the changes made by it, the Manager shall decide the dispute.
- 9.5 Notwithstanding anything to the contrary elsewhere in this Agreement, it is clarified that the Client shall be entitled to assign the performance of any change in the planning work, whether during the performance of the planning work or after the end of the period of performance of the planning work, to any planner and/or any other party, internal and/or external to the Client, subject to the provisions of any law, if any, regarding preservation of the character and external form of the structure. The Architect expressly agrees to this and waives any claim against the Client in respect of the foregoing, including claims relating to any copyrights and/or any moral right in connection with the planning work, and further undertakes to cooperate as required with that party that will carry out the changes and to comply with any instruction of the Manager in this regard.

**10. Consideration**

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- 10.1 In consideration for providing all the Planning Services and subject to the performance of all of the Architect's obligations and duties under this Agreement, the Client shall pay the Architect the contract fee set out in **Appendix "B"**, at the times, in the amounts and under the conditions specified therein.
- 10.2 The consideration shall be paid to the Architect for the Services rendered by it, provided that the payment has been approved by the Manager and by the Client.
- 10.3 It is clarified that the aforesaid consideration is the full and final consideration for the performance of all of the Architect's obligations under this Agreement. The consideration includes all of the Architect's expenses for the provision of the Services under this Agreement, and unless expressly provided otherwise in this Agreement, the Architect shall not be entitled to any additional remuneration whatsoever beyond the said consideration amount, including no reimbursement of expenses, and shall not be entitled to any additional payment of any kind or type whatsoever for the performance of its obligations under this Agreement due to price increases, index rises, the Project works continuing beyond what was anticipated, or for any other ground and/or reason whatsoever.
- 10.4 The Architect undertakes not to demand and/or receive, in any manner whatsoever, any commission and/or payment and/or benefit and/or any other consideration of any kind whatsoever from any contractor and/or supplier and/or manufacturer and/or service provider and/or any other party connected with the project, and, in any case, to report in writing to the Client and to the Manager immediately upon any instance in which such commission or benefit is offered to it.
- 10.5 At the end of each stage as defined in the payment appendix, the Architect shall submit an invoice for payment to the Manager, after the stage completion approval has been signed therein by the Supervisor. The Architect may submit partial invoices during the planning stages. The Manager shall approve the invoice, with or without changes, and shall transfer the approved invoice to the Client for payment.
- For the avoidance of doubt and without derogating from the aforesaid, it is further clarified that the submission date of each invoice shall be deemed to be the date appearing in the "Received" stamp appearing on the invoice in the place designated for stamping by the Manager.
- 10.6 It is clarified that if the Client carries out the Project in stages, whereby the works in part of the Project shall be carried out (or not carried out, at the Client's discretion) at a later stage, as shall be determined by the Client, the Architect shall have no claim and/or demand against the Client in this regard and shall not be entitled to receive any additional fee or consideration beyond the fee set out in this Agreement.

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10.7 The Architect shall be responsible for payment of all taxes and any other compulsory payments imposed in connection with the provision of the Services and the performance of its obligations under this Agreement.

10.8 The Architect hereby declares that it keeps accounting books in accordance with the law and that it is duly registered with the Income Tax, Value Added Tax and National Insurance authorities. The Architect further declares that it complies with the conditions prescribed in the Public Bodies Transactions Law, 1976, for the purpose of entering into this Agreement with the Client (as detailed in the affidavit submitted by the Architect as part of his bid in the tender).

10.9 The Client shall deduct from any payment to be made to the Architect under this Agreement any deduction required under any law.

**11. Engagement of Consultants**

11.1 For the avoidance of doubt, the Planning Services under this Agreement also include management of the project's overall planning process, including coordination of the architect's plans with the various consultants' plans, as well as coordination of the planning between the consultants who will operate in connection with the project. The contract fee does not include the consultants' fees, including the BIM manager and a superposition consultant, insofar as they may be required.

11.2 The Architect shall maintain the necessary contact in order to obtain data and plans from the Manager, the consultants and the authorities. Failure to receive such data shall not release the Architect from its obligations, unless it has notified the Manager and the relevant consultants in writing of the need for and the absence of the data required by it, and has done everything in its power to obtain the information whose absence prevents it from performing its tasks.

**12. Liability and Indemnification**

12.1 Without derogating from the provisions of this Agreement and/or any applicable law, the Architect shall be liable for any damage, expense, loss and/or detriment of any kind whatsoever arising from and/or related to the Services, which is caused by the Architect and/or anyone on its behalf and/or in its name, to the body and/or property and/or business of any person and/or entity, and/or to the Client and/or anyone on his behalf, during and/or as a result of and/or in connection with the provision of the Services.

The Architect undertakes to compensate and/or indemnify the Client and/or anyone on his behalf, as stated, pursuant to a court judgment that has not been stayed, for any expense and/or loss that may be caused to the Client, including legal expenses and attorney's fees.

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12.2 It is clarified that the Architect's liability for the quality of the Services and/or for any damage and/or loss and/or detriment caused to the Client and/or to third parties, including due to delay in the performance of the Services, shall not apply with respect to any damage and/or loss and/or detriment caused as a result of an act and/or omission of the Client and/or anyone on his behalf, including contractors, designers, consultants and other professionals who will be employed in the project.

12.3 It is clarified that in any case where a claim and/or demand is raised and/or an action is brought against the Client and/or anyone on his behalf, in connection with the architect's liability under law and/or this Agreement, the Client undertakes to notify the Architect thereof in writing and, to the extent it depends on the Client, will allow the Architect to defend against it.

**13. Insurance**

The insurance provisions applicable to the Architect shall be in accordance with the insurance appendix attached as Appendix "C" to this Agreement.

**14. Early Termination of the Agreement**

14.1 Notwithstanding anything stated elsewhere in this Agreement, and without derogating from the Client's rights to terminate the Agreement due to its breach, as stated in Section 14 below, it is agreed that the Client shall be entitled to bring this Agreement, in whole or in part, to early termination and to discontinue the Architect's Services (all or part of them) at any time and for any reason it sees fit, without any need to justify this action, without the Architect being entitled to receive any compensation from the Client for the early termination of the Agreement, and without the Client being deemed to have breached the Agreement.

The Architect shall include such a provision in its agreements with subcontractors.

14.2 If the Client decides to bring the Agreement to an end, as stated above, it shall notify the Architect thereof in writing at least 14 days in advance, and the Agreement shall terminate on the date specified in the notice.

14.3 In any case of termination of the Agreement and discontinuation of the Architect's Services, as stated above, the Client shall pay the architect, in accordance with **Appendix "B"** to the Agreement, the consideration due to it for the work actually performed by it up to the date set in the Client's notice, as stated in Section 14.2 above, this shall be against receipt of a letter from the Architect stating that it has been paid in full all consideration due to it under this Agreement, and that it has no claim and/or demand and/or argument against the Client and/or any of its employees and/or against the Manager in connection with bringing the Agreement to completion as stated above.

14.4 For the avoidance of doubt, it is hereby expressly clarified that the existence of a dispute between the parties in connection with the termination of the design work, or anything

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deriving from or related to it, including payment of the Architect's fees, shall not constitute grounds for delay and/or change in the date of completion of the Services by the Architect, and the Architect hereby undertakes, notwithstanding the existence of any such dispute, to act and comply with all the provisions of the Agreement, including this Section 14.

14.5 In any case of termination of the design work, for any reason whatsoever, and also upon completion of the design work period pursuant to this Agreement, the Architect shall deliver to the Client all Project Documents in its possession, including plans and documents delivered to it by the Client and/or in its possession, all plans and documents prepared by it or in its possession, including details and supplements required for the performance of the design work and in the course thereof, diskettes and plans, permits and correspondence with the competent authorities, and any other material related to the Project. The Architect shall not be entitled to retain them in its possession and shall not be entitled to receive any payment whatsoever from the Client in respect of the foregoing. The Architect further undertakes that, upon completion of the design work, all Project Documents in their latest updated version shall appear in BIM.

14.6 The Architect hereby waives any claim of copyright, including moral rights, in relation to the Project Documents, the plans, the documents, and all other Project materials as aforesaid. The Client shall be entitled to continue immediately with the performance of the design work using the Project Documents or any other material, and to use the Services of any third party whatsoever for the aforesaid purpose.

**15. Termination of the Agreement under Special Circumstances**

15.1 Without derogating from the Client's rights to terminate the Agreement due to its breach, as stated in Section 16 below, it is agreed that the Client shall be entitled to terminate the Agreement in any of the following cases:

15.1.1 In the Client's opinion, at its sole and absolute discretion, the International Architect is not involved in the provision of the Services at the level and/or to the extent required under this Agreement and the Tender Documents.

15.1.2 The Client determines, at its discretion, that the Project Architect and/or the International Design Manager are not personally supervising the Services and/or are not personally involved in the design work and/or have ceased to work for the Architect and/or the International Architect, as the case may be, or have become, God forbid, unfit to perform the Services.

15.1.3 The Architect has been declared, God forbid, bankrupt and/or a receivership order has been issued against it and/or it has made an arrangement with or for the benefit of its creditors, or the Architect is in liquidation proceedings.

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15.1.4 The Project Architect and/or the International Design Manager have been suspended from registration in the register of engineers and architects or from registration in the relevant register of architects, or have been convicted of a criminal offense which, in the Client's opinion, may impair the Architect's fulfillment of its obligations under the Agreement.

**16. Termination of the Agreement Due to Breach**

16.1 Without derogating from the provisions of Sections 14 and 15 above, it is agreed that if the Architect breaches the Agreement in a fundamental breach or a non-fundamental breach that is not remedied by it within seven (7) days from the date of receipt of a written demand from the Client to remedy it, the Client shall be entitled to terminate the Agreement forthwith and recover from the Architect all its damages.

16.2 Nothing in the foregoing shall derogate from any other remedy and/or right available to the Client under law and/or this Agreement.

Furthermore, if the Client and/or the Manager has given the Architect written notice that it is not progressing with its work at an appropriate pace and/or is not performing it properly and/or in accordance with its obligations under this Agreement, and the Architect has not taken, within the period specified in the notice, steps that are, in the opinion of the Client and/or the Manager, sufficient to correct the defects specified in said notice, the Architect shall be deemed to have breached this Agreement, and in such case the Client shall be entitled to terminate the Agreement without any further notice.

16.3 If the Architect breaches one or more of its obligations under this Agreement, it shall be liable to pay the Client compensation for the damages and losses caused to the Client as a result of such breach, without derogating from the Client's right to claim any other legal remedy against the architect.

**17. Provision of Services to a third party and use of the plans**

17.1 In any case of termination of the agreement pursuant to Sections 14–16 above, or for any other reason, the Client shall be entitled to assign the Planning Services, or any part thereof, to any other person, at the Client's sole and absolute discretion.

17.2 The Architect declares and undertakes that in any case of cessation of the Services, for any reason whatsoever, it will not apply to any court or tribunal for an injunction and will not take any action that might delay and/or prevent the Client from completing the Project works in such manner and under such conditions as the Client may deem appropriate at its sole discretion. The foregoing shall not derogate from the Architect's right to apply to the courts for monetary relief in this matter.

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17.3 Likewise, in the event of cessation of the Services as aforesaid, the Client shall be entitled, for the purpose of executing the project, to use all of the Project Documents and all planning work and Services provided by the architect, and the Architect shall have no claim and/or demand and/or suit in connection with the foregoing. At the Client's request, the Architect shall transfer to the Client any plan, drawing or document prepared by it or in its possession in connection with the project.

17.4 The Client shall also be entitled, in the event of termination of the agreement for any reason whatsoever, and without derogating from any of its rights under this Agreement, to contract directly with the International Architect for the provision of the Planning Services and/or to require the Architect to assign to the Client the subcontractor agreement between the Architect and the International Architect, all without any additional consideration to the architect.

**18. Temporary suspension of the Project works**

18.1 For the avoidance of doubt, and without derogating from any other provision of the contract, it is hereby agreed and declared that the Client and/or the Manager shall be entitled to instruct the Architect to cease performing the works and/or any part thereof temporarily, at any time and for any reason whatsoever, at their absolute and sole discretion, and such shall not be deemed a breach of the contract.

18.2 If the works are temporarily suspended, in whole or in part (hereinafter: the "Suspension Period"), as stated, the Architect shall not resume them unless it has received written instructions to do so from the Client and/or the Manager.

18.3 If the Project works are temporarily suspended, in whole or in part, the Architect shall not be entitled to any payment for the Suspension Period.

18.4 If the Suspension Period exceeds 12 months, each party shall be entitled to bring this Agreement to early termination, and the provisions of Section 14 shall apply accordingly.

18.5 If the Project is renewed after the Suspension Period, the Architect shall be given a right of first refusal to continue the planning work on the Project before the Client approaches another architect.

**19. Assignment of rights and obligations**

19.1 Subject to anything expressly stated in this Agreement, the Architect shall not be entitled to transfer and/or assign and/or endorse and/or pledge in any manner its rights and/or obligations under this Agreement to any third party, without obtaining the Client's prior written consent. The Architect shall not be entitled to entrust the performance of the Services, or any part thereof, to another, directly and/or indirectly, except with the Client's prior

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written consent. If the Architect transfers its rights and/or obligations under this Agreement, in whole or in part, with the Client's consent as aforesaid, the Architect shall remain liable toward the Client and anyone on its behalf for the fulfillment of all obligations imposed on the Architect under this Agreement, unless expressly agreed otherwise between the parties.

19.2 The Client shall be entitled to transfer or assign its rights and/or obligations under this Agreement, in whole or in part, to any third party at its discretion and without being required to obtain the architect's consent, including in a case where the Client enters into an agreement with a contractor to execute the Project in a design-build format.

## **20. Intellectual Property**

20.1 The intellectual property in all the Project Documents that were designed, prepared or devised for the Client or for the Project by the Architect or anyone on its behalf, and any other material related to this Agreement (together: the "Intellectual Property"), shall at all times be, and shall remain, the property of Peres Negev Ltd. The aforesaid intellectual property rights shall include copyright of any and every kind and type, including trade secrets and other ancillary rights.

The Architect shall have no intellectual property right or any other right whatsoever in the Project Documents, in the external and/or internal design of the Project (including the environmental design of the Project), or any such right in any other matter or thing related to this Agreement and/or to the Project, and all the aforesaid rights shall belong exclusively to Peres Negev Ltd.

It is also agreed that the Architect shall not be entitled to any additional payment whatsoever in respect of the intellectual property, and that the Contract Fee shall also constitute payment for the intellectual property and for its use by the Client and by Peres Negev.

20.2 The Architect hereby waives the moral right in the Project, in the Project Documents and/or in any part of the Project that will be built in accordance therewith.

20.3 For the avoidance of doubt, it is hereby expressly agreed between the parties that Peres Negev Ltd. shall be entitled to make any change and/or addition of any kind whatsoever, as it sees fit, in the Project Documents and/or in the Project, before and/or after its completion, both in its external parts and in its internal parts, all at the sole discretion of Peres Negev Ltd.

20.4 Pursuant to the Government's decision under which the Client has been and/or will be granted a permit to plan, establish and operate the Project, and pursuant to the arrangements between the State, Peres Negev and the Client, the Architect hereby consents that Peres Negev Ltd. shall, upon the signing of this Agreement, grant the Client a license to make any use of any and every kind whatsoever, and to make any changes, in all of the Project Documents, in the external and/or internal design of the Project (including the environmental design of the Project) and in any other intellectual property that passes into the ownership of Peres under

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this Section 20, in accordance with the terms of the agreements that have been and/or will be signed between Peres Negev and the Client. This license shall remain in force for as long as the permit granted and/or to be granted to the Client to plan, establish and operate the hospital remains in force.

20.5 The Architect hereby waives any lien right granted to it, insofar as it is granted to it, in the Project Documents and/or in any part of the Project, and without derogating from any other provision of this Agreement, it undertakes to deliver the Project Documents to the Client, both in hard copy and in digital media, at any time, immediately upon the Client's first demand.

**21. Status of the Architect as an Independent Contractor**

21.1 The Architect declares that nothing in this Agreement or in any of its conditions shall create, between the Architect or anyone on its behalf and the Client, an employer-employee relationship, and that all employees who will be employed on its behalf for the purpose of fulfilling its obligations under this Agreement shall be and shall be deemed to be solely the employees of the Architect, and there shall be no employer-employee relationship between them and the Client.

21.2 It is declared that the Architect is an independent contractor, and that all payments for income tax, national insurance, and any tax or levy or loan and any other social payment, tax payments and all other expenses, including any other payment imposed on an employer by law and any collective agreement applicable to the employment terms of its employees, as well as all risks and liabilities in connection with the performance of the Architect's work, shall be borne by the Architect and paid by it, and the Client shall not be liable therefor in any form or manner whatsoever, whether in respect of the Architect itself or in respect of the Architect's employees.

21.3 The Architect shall indemnify the Client for any demand, claim and/or contention brought against the Client by the Architect and/or by any of its employees and/or by anyone on its behalf, in connection with an allegation of an employer-employee relationship and/or in connection with the existence and/or absence thereof and/or in connection with any obligation, liability, debt and/or responsibility arising from such relationship, including by virtue of any agreement, arrangement, law, extension order, practice and the like, provided that the Client notifies the Architect of any such demand, claim or contention shortly after receiving it and, insofar as it depends on the Client, enables it to defend against it.

21.4 It is hereby agreed that the Client shall not be charged with any vicarious liability whatsoever for the acts and/or omissions of the Architect, any of its employees, or anyone on its behalf, towards any authority or any third party, since the Architect is an independent contractor and is not an employee of the Client.

**22. Confidentiality**

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22.1 The Architect undertakes to keep secret and not to transfer, deliver, or disclose to any person any information that comes or has come into its possession in connection with this Agreement, whether during the performance of the Agreement, before its performance, or after it, except with the prior written consent of the Client. The provisions of this section shall not apply to the transfer of information required for the performance of the Architect's duties under this Agreement. The Architect shall ensure that its employees, agents, owners, directors and/or anyone on its behalf also comply with the undertakings detailed in this section.

22.2 It is agreed by the parties that the provisions of Section 22 (in all its subsections) shall remain in force during the term of engagement and thereafter, even if this Agreement is terminated for any reason or expires by its own terms.

22.3 The Architect, or anyone on its behalf, undertakes to comply with all confidentiality provisions as detailed below:

22.3.1 To maintain absolute confidentiality and not to disclose and/or transfer, directly or indirectly, to any person and/or any entity whatsoever, any information and/or know-how related to the activities and/or plans of the Client and/or its affiliates and/or any entity related to it, including, without limiting the generality of the foregoing, any record, drawing, plan, specification, formula, process and/or document and/or information related to the Client's research and development matters, professional secrets, trade secrets, customer details, marketing, distribution, advertising methods, prices, calculations, discounts, transaction details, working methods, salary and/or employment terms, the Client's security arrangements, the Client's business intentions, details regarding the Client's managers and/or its employees, or any other information that came to it from the Client and/or from anyone on its behalf in connection with the Client (hereinafter: the "Classified Information").

22.3.2 Not to deliver and/or transfer, directly or indirectly, to any person and/or any entity whatsoever, any material and/or raw material and/or product and/or part of a product and/or sample and/or document and/or any medium for storing information and/or any photographed and/or printed and/or copied object and the like containing all or part of the Classified Information, except for such delivery and/or transfer to the Architect's personnel who require the Classified Information for the purpose of providing the Services to the Client, and solely for the purpose of providing such Services.

22.3.3 Not to make any use, including reproduction, manufacture, sale, transfer, imitation, or distribution, of all or any part of the Classified Information, except with the Client's prior written consent.

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- 22.3.4 Not to remove Classified Information which the Architect has been informed he is not permitted to remove from the Client's premises, whether temporarily or permanently, without the Client's prior written approval.
- 22.3.5 Not to use the Client's name for advertising and/or marketing purposes, except with the Client's prior written consent.
- 22.3.6 To act in accordance with the Client's reasonable security and safety requirements, as may be given from time to time by the Client, and to ensure that every person employed by the Architect who works on the Project acts in accordance with them.
- 22.3.7 Immediately upon the termination of the Services provided by the Architect to the Client, for any reason whatsoever, or at any other time upon the Client's request, to return to the Client everything that came into the possession of the Architect or anyone on its behalf as detailed in Sections 22.3.1 and 22.3.2 above, and not to retain in the possession of the Architect or anyone on its behalf any item and/or copy and/or photograph and/or document and/or material related to the Client and/or containing all or part of the Classified Information, except for one copy of the plans that the Architect is required to retain under law.
- 22.3.8 To explain to every person employed by the Architect at the Client the duty to maintain the confidentiality of the Classified Information.
- 22.3.9 In any case where the Architect or anyone on its behalf breaches any of the Architect's undertakings set out above, the Architect shall be obliged to compensate the Client for any and all damages and/or expenses incurred by the Client as a result of said breach of its undertakings above, including legal expenses and attorneys' fees plus VAT as required by law, and this shall not derogate from any remedy and/or relief available to the Client under any law.
- 22.3.10 For the purposes of Section 22.3.1 above, information, or part of information, shall not be considered Classified Information if the information, or any part thereof, is:
- 22.3.10.1 In the public domain (PUBLIC DOMAIN), provided that it was published in a recognized publication that includes all the material details of the information, and subject to the condition that it did not enter the public domain as a result of a breach of this Agreement.
- 22.3.10.2 Information in the possession or knowledge of the Architect, or anyone on its behalf, which came into the possession or knowledge of the Architect, or anyone on its behalf, from some third party who is not acting on behalf of the Client, provided that such third party has a legal right to disclose the information.

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22.4 The Client may use the Architect's name within the framework of the Project's publicity, without the Architect being entitled to any additional consideration and/or payment and/or compensation of any kind beyond the fee set out in this Agreement. The Architect shall be entitled to use the Project's name in presenting it as part of its professional experience and reputation, without being required to pay the Client any payment for this.

**23. Conflict of Interest**

23.1 The Architect undertakes that it will not be in a conflict of interest between its representations and undertakings in this Agreement and for the purpose of providing the Services, and its business, professional or personal connections. This applies whether for a fee or for any consideration or benefit whatsoever, or without consideration, including in any transaction or undertaking that involves a conflict of interest.

"Conflict of Interest" means a conflict of interest or a concern regarding a conflict of interest as stated.

23.2 If a situation of conflict of interest arises, the Architect shall immediately report this in writing to the Client and shall comply with all of the Client's instructions in this regard.

**24. Defects Liability Period**

24.1 The Architect shall assist the Client as required during the contractors' defects liability period, shall advise and supervise the execution of corrections as may be requested by the Client.

24.2 The Architect shall be responsible for any defect or flaw discovered in the Project that originates solely from an error or defect in the performance of the architectural design work.

**25. Priority Between Documents**

25.1 This Agreement contains and reflects all the terms and provisions applicable to the engagement between the parties to the Agreement and prevails over any promise, arrangement, declaration, representation, understanding or agreement, if any were made, between the parties to the Agreement, whether orally or in writing, prior to the signing of this Agreement.

25.2 In any case of contradiction or discrepancy between a provision in any appendix attached to this Agreement (including the tender documents) and any provision in this Agreement, or between one appendix and another, the provision granting the Client the greatest rights shall apply. The Architect shall draw the Client's attention to any such discrepancy.

25.3 In any case where the Architect discovers a contradiction in the provisions or in the instructions, it must contact the Manager in writing and obtain his written instructions.

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25.4 If a contradiction is discovered between a provision in this Agreement and a provision in another agreement in the Project, and its resolution is necessary for the full and proper execution of the Project, the Manager shall resolve the contradiction at his sole discretion and shall provide the Architect with written notice thereof.

**26. Miscellaneous**

26.1 This Agreement embodies all the agreements, understandings, conditions, representations, and intentions between the parties and replaces any and all document(s) and/or draft(s) and/or representation(s) and/or promise(s), whether in writing or orally, explicitly or implicitly, made by any of the parties to the other prior to the signing of this Agreement with regard to any matter connected to this Agreement.

26.2 Upon the signing of this Agreement, which constitutes the complete and binding agreement between the parties, any and all contract(s) and/or memorandum/memoranda of understanding and/or agreement(s) and/or statement(s) and/or promise(s) and/or publication(s) and/or previous draft(s) of this Agreement that were made, if made, between the parties in connection with the Project shall be null and void, and the Client shall not be obligated by any of them.

26.3 A waiver by one party in favor of the other of a breach of any provision of this Agreement or its appendices shall not be deemed a waiver of any subsequent breach of the same provision, or of any other provision, whether similar or different in nature. Any waiver, extension, or concession by either party shall not be valid unless made in writing and signed by that party.

26.4 No amendment to this Agreement shall be valid unless made in writing and signed by the parties.

26.5 The parties hereby agree and declare that the courts and tribunals in Tel Aviv shall have exclusive local jurisdiction for all matters related to this Agreement, and that the law governing the engagement under this Agreement shall be solely the laws of the State of Israel.

**27. Notices and Addresses**

27.1 The parties' addresses for the purpose of this Agreement are as set forth in the preamble to this Agreement.

27.2 Any document relating to this Agreement that is sent by registered mail to the above-mentioned address of either party shall be deemed to have been received by the addressee upon the lapse of 3 days from the date of dispatch from a post office in Israel.  
A document sent by facsimile shall be deemed received on the first business day following the date of transmission, and a document delivered by hand shall be deemed received at the time it is delivered to the party.

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**IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.**

\_\_\_\_\_  
The Client                      The Architect

## **Appendix "A"**

### **Planning Services**

#### **A. Planning Work – General**

1.1 The Project shall be designed using a full detailed design method (Full Detailed Design) and a BIM methodology from its outset and throughout the entire design and execution period. The Architect shall coordinate and manage the detailed design in all disciplines and shall fully cooperate with the BIM Manager for the purpose of systems coordination and superposition of all components of the building and the project, including external areas, and for managing the BIM model. In addition to a team of designers experienced in hospital design, the Architect shall assign an experienced planner/engineer on its behalf to work in BIM. BIM management shall be carried out by an experienced party in the field who will be employed by the Client.

The Architect declares that, in calculating the consideration, it has taken into account the fact that the Project will be managed in BIM and that no additional payment shall be made to the Architect on this account.

The person appointed by the Architect for BIM work and for design coordination shall be approved in advance by the Client.

1.2 The Architect is responsible for the design of the project, including interior design and finishing works, and all Services detailed in the Agreement and in this Appendix. The Planning Services include all components of the architectural work required for the completion of the Project and its delivery to the Client.

1.3 Any deviation from the project's budget framework requires the prior written approval of the Client. If, at any stage of the planning work, the Architect foresees that it will not be able to meet the project's budget framework, it shall immediately notify the Manager in writing, attaching a detailed explanation.

1.4 The planning work shall be carried out under the administrative authority of the Manager with regard to maintaining the project's budget framework and schedule and complying with them throughout the execution of the Project, without derogating from the obligation to obtain the Client's approval, and for the purpose of receiving all programmatic data as may be from time to time, for the execution of the planning work. It is clarified and agreed that the aforesaid administrative subordination does not derogate from the Architect's obligations under the provisions of the Agreement.

1.5 The Architect shall base the planning work on the data, guidelines and instructions that were and/or will be provided to it from time to time by the Manager and/or on any design from previous stages that was approved by the Manager. The Architect must strictly comply with these instructions and take into account the said data and guidelines, unless it has received a written instruction or approval from the Manager regarding changes to them and/or additions to them.

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- 1.6 The Architect shall be responsible for coordinating the design and planning work and integrating it with the design work to be performed by all consultants, including such coordination as may be required between the design work to be carried out by the various consultants (superposition). Within this framework, the Architect undertakes to coordinate among the project's consultants, including, but not limited to, all medical systems up to and including end devices, and to hold coordination meetings as required for coordinating the design work between all consultants and the Architect. The Architect shall invite the Manager, the Supervisor, and anyone else that the Client or the Architect deem appropriate to the coordination meetings. The Architect shall bring to the attention of the Manager and the Supervisor any disputes relating to coordination issues. For meetings in which the presence of the International Architect is required and/or as requested by the Manager, the Architect shall also invite the International Design Manager and any person on behalf of the International Architect whose participation is necessary for advancing the design. The participation of the International Design Manager in such meetings is a fundamental condition of this Agreement.
- 1.7 In its design, the Architect shall take into account the construction methods and shall include in the design temporary solutions for the construction period.
- 1.8 If a defect is discovered in the performance of the planning work, the Architect shall examine the cause of the defect and propose to the Manager ways to remedy the defect, without prejudice to the Architect's responsibility for defects discovered in its work.
- 1.9 The Architect is responsible towards the Client for ensuring that the planning work complies with the requirements of the law, town planning schemes, Israeli standards, competent authorities, and for obtaining all approvals for the Project design, without prejudice to the other provisions of this Agreement and in addition to the Client's rights under other sections of the Agreement.
- 1.10 The Architect shall submit the plans for the Manager's review upon its request at any stage in which it is asked to do so. The Architect undertakes that the International Architect shall also directly deliver to the Client and/or the Manager, upon their request, plans, documents, and design products prepared by it in connection with the Project.
- 1.11 The Manager may, as necessary and at any time, at his discretion, assign to external consultants and/or to consultants who are employees of the Client the design of various parts or different disciplines of the Project and the supervision of their execution, for the purpose of establishing the Project.
- 1.12 The Architect undertakes to coordinate the work of the external consultants and/or the Client's employees. The Architect undertakes that the design under its responsibility will not exceed the Project's budgetary framework. Without derogating from the generality of the foregoing and in addition thereto, the design work shall be performed in accordance with the design work stages detailed in this Appendix. It is clarified that the design work shall include any task or other work required, according to best professional practice and as is customary from a lead designer in a Project of the type that is the subject of this Agreement, in order to complete the design in a

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professional and economical manner, on time and as directed by the Manager, even if such task or work is not detailed in the Agreement or in the tender documents.

- 1.13 The transition from one design stage to another shall be made according to the Manager's written instructions. It is agreed that the Manager may, for any reason whatsoever, refrain from giving the Architect an instruction to begin any of the specified design work stages, even if this results in a delay in the works. The Manager is also entitled, from time to time and for any reason whatsoever, to instruct the Architect in writing to delay the works or to change the pace of the works.
- 1.14 The Manager may give written approval to the Architect for completion of a certain stage or completion of a sub-stage or sub-stages.
- 1.15 A breach by the Architect of the provisions of this Section, including its sub-sections, shall constitute a fundamental (material) breach of this Agreement.

**B. Content of the Design and Superior Supervision Services**

In addition to, and without derogating from, any of the Architect's obligations, the Architect undertakes to perform the Services directly and/or indirectly related to the design and superior supervision of the Project (even if not mentioned in this Agreement and/or this Appendix), including the Services detailed below.

For the removal of doubt, it is hereby clarified that the list of activities set forth and detailed below applies to all stages and to the entire Project, and does not constitute an exhaustive list, and that the Architect shall perform, in addition to them, any additional work that may be requested by the Client and/or its representative, as required in order to achieve the objective underlying each and every stage into which the design work is divided.

**1.1 Stage "A" - Preliminary Design of the Project (completion of a full set)**

This stage includes, inter alia, the following Services:

- 1.1.1 Thorough familiarization with the Project and the Project scope, including studying applicable plans, the Project site and surrounding fabric, the zoning/urban building plan provisions (Taba), including study of the preliminary program and the site development plan being promoted by the Client.
- 1.1.2 Study of the Project's needs, including study of the potential of the real estate and the Project site.
- 1.1.3 Assisting the team engaged in preparing the development and construction plan for the real estate and participation in meetings as required.

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- 1.1.4 For the purpose of completing the preliminary design, the Architect shall obtain from the Manager all information related to the Project, the development and construction plan, and shall verify the information against the data on site, including, without limiting the generality of the foregoing, surveys/measurements, in cooperation with the Manager and the consultants. The Architect shall integrate into the development and construction plan team for the purpose of reviewing, advancing, and adapting the plan to the evolving design of the first stage until its approval.
- 1.1.5 Receiving data from the Client and preparing a building program.
- 1.1.6 Clarifying the program with the Manager and/or the Client, site visits to the Project area, formulating and refining the architectural plans, consulting and coordinating with the consultants.
- 1.1.7 Checking with the competent authorities and/or any other relevant body the legal and other issues involved in planning the Project and obtaining approvals for execution of the works (including the Ministry of Health).
- 1.1.8 Checking with the Client regarding all problems and/or constraints involved in the planning of the project.
- 1.1.9 Preparation of at least three planning alternatives for the project, including 3D simulations (that is, preparation of at least three alternative preliminary plans for the project) and assistance in selecting the preferred alternative. The Architect shall assist, in cooperation and coordination with the Manager, in calculating the cost of the planning solution chosen by the Manager, shall ensure that it does not exceed the project's budget framework, and shall, at its own expense, revise the plans as needed in order to prevent any deviation from the project's budget framework, all within the time frame to be instructed by the Manager.
- 1.1.10 Preparation of all plans and 3D simulations required and completing them as necessary for the completion of the project's preliminary design as a whole, in accordance with best professional practice, at the Architect's professional discretion and at the Manager's professional discretion.
- 1.1.11 Providing data to the consultants for the preparation of a rough estimate of the cost of the works within their scope.
- 1.1.12 Assisting the Manager in preparing a rough estimate of the cost of the finishing works in the project.
- 1.1.13 Assisting the Manager as required in architectural aspects for the purpose of medical licensing, planning the hospital's preparedness in an emergency, and obtaining regulatory approvals.

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- 1.1.14 The Architect shall present to the Manager functional schemes prepared in cooperation and coordination with the consultants and relating to the project, relationship diagrams, comparisons between alternatives and parameters for evaluating them, and more.
- 1.1.15 The Architect shall present to the Manager a list of functions and their areas, as well as the system of relationships and the quality of the relationship between the functions (bubble diagram), and shall make any correction required by the Manager.
- 1.1.16 Obtaining the Client's approval to proceed to the second design stage detailed below.

**1.2 Stage "B" - Final design of the project**

This stage includes, inter alia, the Services detailed below:

- 1.2.1 Preparation of the final design of the selected planning alternative for the project, in coordination with the Client's consultants and the Client, together with documentation and computer-based drawings on media accepted by the Client, as well as the calculations and accompanying documents, and incorporating into them any changes as may be required by the Client and/or the Manager;
- 1.2.2 Carrying out design completions in accordance with the consultants' instructions.
- 1.2.3 Preparation of final plans at a scale of 1:100 describing all objects and components integrated into the design (including marking on the plans the connection points of the various mechanical systems, such as electricity, water, sprinklers, fire detection, communications, gas, etc.).
- 1.2.4 Adjusting and updating the final plans according to the requirements of the various authorities (Home Front Command, Fire Department, etc.) and according to the Client's requirements, and coordinating the final plans with all consultants, including hospital preparedness in an emergency.
- 1.2.5 Updating the rough estimate of the project's execution cost in accordance with the changes made in the final design, all subject to the budget framework specified in the Contract, in cooperation with the Manager.
- 1.2.6 Preparation of final plans describing the final form of the Project and including floor plans, including the layout of furniture and medical equipment, elevations and sections as required, in coordination with the consultants.
- 1.2.7 Amending the plans and/or calculations and/or accompanying documents as necessary and/or pursuant to the Manager's instructions and/or the requirements of the authorities and/or the requirements of relevant state bodies.

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- 1.2.8 Completing everything required to complete this stage, at the architect's professional discretion and at the manager's professional discretion.
- 1.2.9 Preparing a preliminary furniture plan showing the layout of the furniture and equipment and describing the conceptual idea of the proposed design, in consultation with the consultants.
- 1.2.10 Obtaining the Client's approval to proceed to the third stage of design as detailed below.

**1.3 Stage "C" – Obtaining approvals for the Project works**

- 1.3.1 Preparing an application for a building permit for execution of the Project and handling receipt of the permit on behalf of the Client, including full cooperation with the Client, the consultants and the Manager for the purpose of preparing plans and/or documents required by the competent authorities (including the Fire Department) in order to obtain all permits and approvals required for execution of the works in the project. The Architect is aware that it may be required to submit several applications for permits and for amendment permits, according to execution stages, zoning plan provisions and/or the lease agreement, the manner and scope of the works, as decided by the manager. It is clarified that this has been taken into account in the calculation of the consideration and no additional payment shall be made to the Architect in the event of splitting the permits and submitting amendment permits.
- 1.3.2 Submitting the aforementioned plans and documents to the Client, as required by the Client, holding meetings with the Client's representatives as needed, and ongoing handling with the Client, with the planning committees and with the authorities until receipt of the building permits and all approvals required for execution of the Project works.
- 1.3.3 Since a site development plan constitutes a condition for issuing building permits, and insofar as upon completion of the final design it is necessary to update the site and development plan, the Architect shall prepare and update the plan documents for submission to the local committee until their renewed approval.

**1.4 Stage "D" – Full detailed design of the Project [scale 1:50]**

This stage includes, among other things, the Services detailed below:

- 1.4.1 Preparing detailed and sufficiently explanatory construction plans for execution of the project, design of building details, finish details and complementary details for all parts of the project, including finish works for all Project areas, including preparation of layout and furniture plans, lighting design, ceiling and lighting plans, floor cladding and finishes plans.
- 1.4.2 Preparing opening schedules (steelwork, aluminum, carpentry).

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- 1.4.3 Preparing an interior design plan for all internal parts of the project, coordinated with the electrical, air-conditioning, plumbing, etc. systems.
- 1.4.4 Checking the superposition (coordination) plan in accordance with the architect's design.
- 1.4.5 Preparing, in cooperation and coordination with the manager and the consultants, the detailed design, including architectural and other building details for all elements of the project, at a scale to be determined by the manager. The details shall be clear and accompanied by appropriate explanations.
- 1.4.6 Assistance in preparing the technical specification and consulting in the preparation of the bills of quantities, which shall be based on the detailed architectural plans. The descriptions in the technical specification shall be accurate and clear and at a level of detail to be determined by the Manager at any relevant time, and shall include, for the avoidance of doubt and without derogating from the generality of the foregoing, computer methods and computer-based data presentation.
- 1.4.7 Preparation and submission of any other or additional material required at the architect's professional discretion and/or pursuant to the manager's instruction for the purpose of issuing invitations for bids and/or entering into agreements with contractors, all subject to the manager's approval.
- 1.4.8 Preparing all plans and details required for execution of the Project, including:
  - 1.4.8.1 Preparing elevations/developments for restrooms, rooms and corridors.
  - 1.4.8.2 Various carpentry details.
  - 1.4.8.3 Schedule of internal doors and windows, including hardware details and schedules.
  - 1.4.8.4 Details of the various types of ceilings.
  - 1.4.8.5 Kitchenettes – definitions and details.
  - 1.4.8.6 Definitions of certain areas according to the design.
  - 1.4.8.7 Fixed-furniture plans for a furniture tender and/or plans for the transfer of existing furniture.
  - 1.4.8.8 Preparation of a list of movable furniture.
  - 1.4.8.9 For the avoidance of doubt, it is clarified that the plans and details shall be presented for each and every room, and not only for a single room as an example.
- 1.4.9 Handling the receipt of approval from the competent planning authorities, as required.
  - 1.4.9.1 Consultation at the material selection stage, including coordination of all interior and exterior finishing materials (consultation and recommendation regarding the selection, testing, and approval of various materials and products).

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- 1.4.9.2 Preparation of a color/finish presentation and selection of materials (at least 3 options for the Client's choice).
- 1.4.10 Review of technical specifications and bills of quantities for tenders related to the planning and execution of the works that are the subject of the Services, including coordination and integration of the consultants' specifications into the general specifications.
- 1.4.11 Coordination with the various consultants for the integration of electro-mechanical and other systems, such as air conditioning, lighting, electricity, telephone, computers, etc., review and approval of the consultants' plans.
- 1.4.12 Coordination of all finishing materials (consultation and recommendation regarding the selection, testing, and approval of various materials and products).
- 1.4.13 Assistance in preparing material for obtaining proposals from contractors, including plans, specifications, bills of quantities, and estimates.
- 1.4.14 Interior design, including fixed furniture, flooring and cladding, lighting, acoustic ceilings, and the layout of partitions/walls, including general workstation layout planning.
- 1.4.15 Advising the Client in determining lists of contractors, service providers, and manufacturers from whom to solicit proposals for execution of the Project, participation in contractors' site visits, preparation of written responses to contractors' questions, and advising in connection with the bids submitted in the Project tenders until selection of the winner among them.
- 1.4.16 Participation in ongoing design and execution coordination meetings, together with the consultants.
- 1.4.17 Design of mock-ups, as necessary, and providing advice on the selection of materials, while ensuring compliance with the budget framework.
- 1.4.18 Preparation of a preliminary budget estimate of the cost of executing the project's finishing works (based on a price per net square meter), according to the final plans approved by the Client, and updating this estimate in accordance with any changes that may be made to the design, if and to the extent they are made, during the detailed design stage, in coordination with the Manager.
- 1.4.19 The Architect undertakes to complete everything necessary for the completion of this stage, according to the Architect's professional judgment and according to the Manager's professional judgment.
- 1.4.20 Obtaining the Client's approval to proceed to the fourth design stage detailed below.

**Continuation of the detailed design stage – selection of contractor and completion of construction documents:**

- 1.4.21 The Architect undertakes to update the architectural and planning drawings in coordination with the consultants and the Manager, and in accordance with their instructions, and to convert them into construction documents prior to issuing the invitation to submit proposals to contractors. This shall be done in accordance with changes that are not programmatic changes that may occur at this stage, if and to the extent they occur, during the Project design, while maintaining the project's budget framework and obtaining the Manager's approval for any such update, all subject to approval by the Manager. The Architect also undertakes to make the necessary changes in the detailed design, including the accompanying documents, in order to maintain the project's budget framework.  
It is emphasized: the request for proposals from contractors shall be issued only after completion of all construction documents.
- 1.4.22 Preparation of amendments to the aforementioned plans, in accordance with the instructions of the Client and/or the Manager, during the tender invitation process and during execution of the Project.
- 1.4.23 Ongoing and full support of the tender invitation process, which shall include, inter alia, providing explanations and answers to questions from the contractors participating in the tender process.
- 1.4.24 Review of execution alternatives proposed by the contractors, and preparation and submission of the Architect's opinion and recommendation regarding their compliance with the design requirements.
- 1.4.25 The Architect undertakes to perform any required action and complete everything necessary for the completion of this stage, according to the Architect's professional judgment and subject to the Manager's professional judgment.

**1.5 Stage "E" – Superior supervision of Project execution.**

Without derogating from the applicability of the provisions of the Planning and Building Regulations (Superior Supervision of Construction), 5752-1992, with respect to the provision of superior supervision Services by the Architect in relation to the Project, this stage shall include, inter alia, the Services detailed below:

- 1.5.1 Superior supervision of the execution of the works in the Project until its completion and handover to the Client, in order to ensure that the Project is constructed in accordance with the plans approved by the competent authorities and the Project documents approved by the Client. The Architect undertakes that a representative on its behalf will be present on site

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- whenever required by law and custom and in accordance with its professional discretion and the demand of the Client and/or the Manager, and subject to prior coordination.
- 1.5.2 Superior supervision of the implementation of the changes and corrections required of the Contractor, whether during the execution period of the works in the Project or during the occupancy and inspection period, as defined in the Agreement.
  - 1.5.3 Reporting to the Client and/or the Manager on the progress of the work execution at the Project site after each site visit.
  - 1.5.4 Ongoing consultation to the Manager in all matters relating to the execution of the works, including consulting and making recommendations to the Manager regarding the ordering of equipment and the selection, examination, and approval of materials and products.
  - 1.5.5 Providing explanations, inter alia, to the Manager at the Project site and responding to his questions at any time.
  - 1.5.6 Participation in regular design and execution coordination meetings, together with the Project's design team and consultants and in cooperation with the Contractor, subject to prior coordination.
  - 1.5.7 The Architect undertakes to visit the site personally and/or through his representative approved for this purpose by the Manager and in accordance with the needs of the Project, as required to perform the superior supervision of the execution of the works. The Architect also undertakes to visit the site at the Manager's request, at times to be determined in advance by the Client and/or the Manager.
  - 1.5.8 During its visits to the site, the Architect shall perform the architectural superior supervision and shall act as follows:
    - 1.5.8.1 The Architect shall supervise the construction works of the Project and ensure that the work is carried out in accordance with the plans, including changes made thereto.
    - 1.5.8.2 The Architect shall coordinate between the various consultants and Contractors in aspects related to the architectural design and shall integrate their work in the performance of the Project's construction works.
    - 1.5.8.3 The Architect shall be available at all times to answer the Contractors' questions and shall provide the explanations required, as needed.
    - 1.5.8.4 The Architect shall participate in the handling of the Contractors' claims and in resolving disputes that may arise between the Contractors and the Client in connection with the execution of the Project, and shall advise the Manager on this matter, all in accordance with the Manager's request.
    - 1.5.8.5 For the avoidance of doubt, it is hereby declared that the Architect shall not be entitled to give the Contractors direct execution instructions (as opposed to providing explanations

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regarding the design) and/or to conduct negotiations with them regarding any matter, except through the Client and/or the Manager only.

- 1.5.8.6 The Architect shall sign any document and/or approval and/or certificate requiring its signature under any law for the purpose of obtaining approvals from the authorities, including, without limiting the generality of the foregoing, for the purpose of obtaining a Completion Certificate, occupancy permit, etc.
  - 1.5.8.7 The Architect shall update the plans and specifications in accordance with changes made during the execution of the Project.
  - 1.5.8.8 The Architect shall carry out review and approval of shop drawings of subcontractors, manufacturers, and suppliers.
  - 1.5.8.9 The Architect shall complete everything necessary for the completion of this stage, according to the Architect's professional judgment and according to the Manager's professional discretion.
  - 1.5.8.10 If there are problems due to missing design details that delay the progress of execution on site, the Architect undertakes to assign an architect on site on a permanent basis for all hours of the day in order to close gaps during the period required as determined by the Manager.
- 1.5.9 Participation in the handling of the Contractor's claims and in resolving disagreements that may arise between him and the Client and/or the Manager in connection with the execution of the Project, both during the Project works period and during the inspection period, as well as advising the Client and/or the Manager on this matter, all in accordance with the Manager's request.
- 1.5.10 Acceptance of the works and approval of completion of execution, in coordination with the consultants, including the issuance of a "Certificate of Completion" to the Project Contractor, signed by the Architect, confirming that the works have been executed to its satisfaction and in accordance with the provisions of the construction contract.
- 1.5.11 Updating the plans in accordance with changes made during the works, and submission of "as-made" plans (AS MADE) to the Client after completion of the execution.
- 1.5.12 Assistance with everything required from the Architect for obtaining the Completion Certificate and an Occupancy Permit for the Project.

**C. Site visits to the Project as part of the supervisory Services**

1. For the avoidance of doubt, the frequency of the Architect's visits to the Project site as part of the supervisory Services will be in accordance with need, law, and customary practice, taking into account the execution stages of the Project, the rate of execution, the nature of the work and its complexity, pursuant to any applicable law, and also in accordance with problems that arise during execution which require solutions at the execution site itself and/or immediate solutions.

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2. Without derogating from the generality of the foregoing, the Architect shall be obligated to visit the Project site in each of the following cases, in accordance with need, law, and customary practice:
  - 2.1 At the completion of each stage of the Contractor's work after which it is no longer possible to examine the quality of execution and its conformity with the design.
  - 2.2 At the time of testing the operation of electromechanical equipment or other mechanical equipment (in which case the Architect will be assisted, as necessary, by the equipment/system designers).
  - 2.3 At partial or final acceptance of the Project from the Contractor.
  - 2.4 In any other case at the request of the Client and/or the Manager.
3. Each visit of the Architect to the Project site shall be summarized in a supervisory report that will include full documentation of photographs and text, which shall be delivered by the Architect to the Manager. If it becomes clear during the visit that it is necessary to add a drawing for clarification, this shall be recorded in the supervisory report. The drawing shall be prepared by the Architect and delivered to the Manager and to the Design Coordinator. If the Architect has no comments following the visit, the Architect shall state this in the report, which will be distributed by the Architect as aforesaid.

**D. General provisions regarding the Planning Services**

1. Without derogating from the generality of the foregoing and from all other obligations of the Architect detailed in this Appendix, it is hereby agreed that the Planning Services under this Agreement shall include, inter alia, the following:
  - 1.1 Detailed and continuous reporting to the Client and/or the Manager, as requested by the Client and/or the Manager, on the progress of the performance of the Planning Services under this Agreement.
  - 1.2 Ongoing review of the plans, specifications, and bills of quantities in the field that is the subject of the Planning Services, in order to ensure their compliance with the requirements of the authorities and the Client.
  - 1.3 Participation in coordination meetings to monitor the progress of the design and to clarify issues and problems that arise in the course thereof in the field that is the subject of the Planning Services.
  - 1.4 Assistance, as may be required, to the Client in preparing presentations and materials for the purpose of fundraising and resource mobilization for the establishment of the Project, throughout the entire term of the engagement.

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1.5 Assistance, as may be required, to the Client and to legal counsel in any negotiation or dispute or legal proceeding arising from the Project and related to the Planning Services, subject to payment of consideration to the Architect according to the actual hours invested by the Architect in such assistance and pursuant to the parties' agreement.

**E. Period for performance of the design work**

1. The Architect shall commence performance of the design work on the date on which the Architect is requested to do so by the Client ("Commencement Date of the Design Work").
2. The Architect undertakes that the design work shall be carried out in accordance with the provisions of the Agreement and its appendices, from the Commencement Date of the Design Work until the final acceptance of the Project to the full satisfaction of the Client, including assistance with everything required from the Architect for obtaining a Completion Certificate, and assistance during the defects liability period ("Period for Performance of the Design Work"), all in accordance with the work stages. The planning one and/or within the timeframes that will be determined by the Manager from time to time, in coordination with the Architect where possible. The Architect undertakes to comply with the Client's requirements and/or those of anyone on the Client's behalf without delay.
3. The Architect declares and undertakes that it is aware of the project's scheduling constraints and of the importance of all parties involved in its planning and execution, including the Architect, meeting this schedule in all its stages and sub-stages, and of the significance of any failure to meet them and its implications for the obligations of the various parties engaged in the planning and execution of the Project. The Architect is also aware that the schedule may be extended for various reasons, including budgetary reasons, and that the compensation set out in Appendix "B" is the full and exclusive compensation that will be paid to him, even in the event of such delays, and he waives any claim in this matter against the Client or anyone acting on the Client's behalf.

**Appendix "A/1"**

**Model Management and Systems Coordination Services**

**1. General**

- 1.1. The Architect shall appoint a representative on its behalf who is proficient and has proven experience in the following software: AutoCAD (including AutoCAD Solid), Revit, BIM 360 and their interfaces (in this appendix: the "Architect's Representative"). The knowledge shall be with the most up-to-date versions of these software tools. The knowledge must include the ability to convert parts of the model into AutoCAD files, in accordance with the requirements of the Client and the Manager, in coordination with the various designers. The Architect's Representative shall also have proven experience working on complex BIM projects.
- 1.2. The scope of work in BIM shall include above-ground and underground building floors, as well as developed areas including underground systems, the roofs of the buildings, including all elements located on these roofs. The work shall not include reference to movable elements (furniture and mobile equipment).
- 1.3. The Architect's Representative shall participate in meetings with the Model Manager and Systems Coordinator, the core team, the design team, and the relevant consultants, at times to be determined by the Manager. In addition to these meetings, individual meetings will be held between the superposition coordinators and the designers as required. Meetings held outside the joint meetings require written minutes, which shall be distributed to the attendees, to the Manager, and to the Client.
- 1.4. All work shall be carried out in the REVIT software, in BIM 360. A set of color PDF files shall be produced, as well as a set of printed color drawings. These drawings shall be uploaded to the file-sharing site in PDF format and not only to the BIM 360 software. Old files will be transferred by the BIM Manager/Systems Coordinator to the "PDF OLD" folder. When selecting contractors to carry out the works, relevant files shall be transferred in RVT format (the model itself or parts of it) subject to the approval of the Client and the Manager.
- 1.5. Every drawing and every sheet shall be "identifiable". Each title block shall contain the following parameters: drawing name, drawing number, revision number, date of the current revision, drawing status (the status of the systems coordination drawings shall be "For Review"). All of these shall be grouped in the lower part of the title block, such that when the drawing is folded, all of these parameters can be clearly seen. In the upper part of the title block there shall be a revision description table. In the revision description table, the current revision number shall be indicated, as well as a brief and comprehensive description of the changes or additions made. Each drawing shall indicate the designers' drawings against which the systems coordination was performed.

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1.6. It is clarified that what is detailed in this appendix is not exhaustive. The BIM activity shall include everything required for full, detailed, and complete design of the project, including all disciplines and including modeling.

**2. Work Stages**

2.1. Familiarization with the Project content, including site visits.

2.2. Participation in design team meetings – at a frequency to be determined by the BIM Manager/Systems Coordinator in conjunction with the Project management.

2.3. Collection of all drawings from designers and consultants required for carrying out systems coordination.

2.4. Import of all models and creation of a unified model.

2.5. Defining typical sections in all corridors, lobbies of every type, and in all typical rooms (one section per 150 m<sup>2</sup>).

2.6. Defining details of how the systems penetrate into the structure.

2.7. Defining details of how the systems penetrate into the rooms in the structure.

2.8. Defining details of how the systems pass through all the elements in the structure.

2.9. Providing instructions to all designers in aspects related to systems coordination and access for systems maintenance.

2.10. Identifying errors and inconsistencies in the design and presenting them in an accessible manner to all designers and Project management.

2.11. Identifying clashes between the systems and construction components (architectural components and structural components such as beams, columns and walls, foundations, rafts, external infrastructure) and presenting them to the relevant designers.

2.12. Identifying clashes between the systems (electro-mechanical, communications, water and sewage piping, etc.).

2.13. Providing proposed solutions for every clash identified, coordinating the solutions with the relevant designers, checking and implementing the selected solution in the consultant's model.

2.14. Providing a response for access (subject to the response given by the designers) to every system (both for construction and for maintenance) by determining the location and size of

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passages for ducts and pipes within the building components (as defined by the architect, structural engineer and systems designers), in coordination with the designers and consultants.

- 2.15. Determining the levels and spatial arrangement of the systems, to meet each system's functional requirements, in coordination with the designers and consultants.
- 2.16. Preparing systems coordination plans and colored section sheets, and distributing them to the Client and the design parties.
- 2.17. Obtaining written approval from each designer/consultant for the systems coordination plans and for the coordination of all elements in the building. This approval shall constitute confirmation that the design in his/her field is coordinated with the systems coordination plan prepared by the systems coordinator.
- 2.18. Performing a final check of the models received from the designers'/consultants' team and verifying that all his/her comments/instructions have been incorporated into their plans.
- 2.19. The BIM manager/systems coordinator shall issue a unified openings model for all the building systems, vertically and horizontally coordinated and approved with the structural engineer and the architect, and shall verify its incorporation in the architectural model, the structural model, and the drawings derived from these models, with repeat control.

### **3. Definition of final drawings**

#### **3.1. Basement floor (below ground level)**

In the plan below the last finished floor level, emphasis shall be placed on pipe slopes, the meeting points of this piping with strip footings, piles, anchors, municipal utilities where existing, and above all on the junctions and connections to municipal manholes or existing infrastructure. This plan shall show all foundations, retaining walls, strip footings, all kinds of manholes, sewage, water and drainage piping running through, and all intersections between them. This plan shall indicate the elevations of every manhole (L.U, L.I).

The plan will also include sections at the important locations, including: 2 sections (longitudinal and transverse) at the elevator shafts, including pits for submersible pumps. If there are infiltration pits, soakaway pits, etc. on site – these shall be marked in the superposition plan.

#### **3.2. Basements**

In the basement plans, emphasis shall be placed on maintaining a clear height of 220 cm in all traffic and parking areas and in escape routes. The clear height is to be measured below the concrete beams and below any electromechanical system. This floor will have 2 plans: one viewed downward (floor plan) and the second viewed upward (ceiling plan).

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In the case of disabled parking spaces, a clear height of 245 cm must be maintained along all traffic routes and in the disabled parking spaces. Likewise, if there is a programmatic requirement from the client, or a requirement from one of the designers, to maintain an equipment access route, the requested height must be maintained along the route for bringing in and/or removing equipment. Responsibility for maintaining this requested height lies jointly with the model manager and the systems coordinator.

In cases where the basement floors are not used for parking, reference shall be made to the programmatic requirements according to the functions located on those floors.

It is the joint responsibility of the model manager and the systems coordinator to verify the clear height of specific spaces, in accordance with the client's programmatic requirements or with the architect's and interior designer's requirements regarding the height of dropped ceilings.

It is the duty of the systems coordinator and the model manager to warn of any case in which the planned clear height cannot be achieved.

### **3.3. Floor plan (D\*)**

In the floor plan, the different levels of each floor shall be indicated (for example: water tank levels, sidewalks, etc.). The main level of the floor and the various secondary levels shall be clearly marked. In this plan, all beams above are to be shown with dashed lines, and their height relative to the main floor level is to be indicated. All floor manhole openings, drains, and slopes, if any, must also be shown. All required openings in the walls will likewise be shown; these marked openings will be given as instructions to the structural engineer and the Architect so that they include these openings in their plans. The floor plan will be overlaid on the architectural plan.

It is mandatory to show the layout of the parking spaces in the parking basement. In addition, each space will be labeled with the room name (to be taken from the architectural plan).

The structural engineer's concrete walls will be marked in dark blue. Non-structural concrete walls that appear in the architectural plans will be marked in light blue. Block walls will be marked in red. Gypsum board walls will be marked in light green. Steel columns will be marked in dark green. The floor plan will also include the functional names of each and every space and the grid system.

### **3.4. Ceiling plan**

The ceiling plan will be a plan in which all the walls are cut and one looks upward. All the walls must be shown in the same manner as in the floor plan. In addition, all existing beams as well as openings in the ceiling must be shown. Likewise, all electro-mechanical systems

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existing in the ceiling must be shown, as well as other elements, including: ceiling openings, structural beams, electrical ducts and communication ducts, lighting fixtures, air-conditioning ducts, ventilation and smoke exhaust, water and sewage piping, sprinkler piping, gas piping, piping of all kinds, exhausts, and the like. Elements that exist on the floor must not be shown in this plan, such as drainage channels, floor drains, manholes, toilets and sinks, tables and counters, parking markings, and the like. In the ceiling plan, the suspended ceiling will appear with thin lines, to allow checking of the correct locations of lighting fixtures, diffusers and grills for fresh air, and so on.

The heights of the suspended ceiling in its various areas must be clearly indicated in the ceiling plan. The ceiling plan will also include the names of the functions in each and every space, as well as the grid system.

### **3.5. Roof plans**

A roof plan will include only a “floor plan.” In a case where the roofs have steel galleries for equipment, the roof level will also include a “ceiling plan,” in which there will be a view of the “gallery” from below.

### **3.6. Sections**

For each floor there will be a sheet of sections of that floor, in principal locations and in locations with dense systems.

On the parking level there will be sections through the elevator shaft, the water reservoir, the stair exit, and the ramp entrance. On every other floor there will be sections in the lobby areas and in the main corridors. The number of sections will be in accordance with the complexity of the floor. In special rooms there will be detailed room drawings (such as imaging rooms, audio rooms, ultrasound rooms, operating rooms, and the like). In all of these rooms, data received from the suppliers themselves will be incorporated, including the special equipment itself, special secondary structures, booms, and so on. If necessary, there will be several section sheets for each floor and/or separate sheets for special rooms.

At the beginning of the work on the sections, it is possible to present “double” sections – that is: an existing-condition section in the model and a proposed-condition section reflecting the relocations of the systems coordinator. In the final sheets, only the final sections will appear.

3.7. Any other plan that may be required by the owner and/or the supervisor, including plans relating to robotics, operations, and the like.

## **4. Definition of approval of the designers' and consultants' plans**

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Approval of the coordinated plans of the designers (architect, interior designer, structural engineer, electrical engineer, communications designer, HVAC designer, plumbing designer, landscape designer, traffic designer, and the additional designers). These plans will be the plans stored in the file-sharing system. These plans will be after completion of all coordination in accordance with the comments of the systems coordinator. Checking the implementation of all the comments in these plans is the responsibility of the systems coordinator. It is hereby emphasized that it is the responsibility of the systems coordinator to ensure that the coordination has been carried out in the Revit model as well as in the plans themselves.

5. Project support during the execution phase, which may be divided into several stages and/or among several contractors and will begin from the moment the contractor receives the order to proceed until the completion of handover. At this stage the Architect shall participate in providing responses to the contractor's questions (if any). Site visits shall be conducted and meetings shall be held with the Project management, the relevant designers and the relevant contractors to find solutions. It is noted that the systems coordinator will not be required to provide solutions in cases where the various contractors wish to make design changes or changes to the equipment that was issued in the tender.
6. Upon receipt of Form 4 and the occupancy permit, and until full handover to the Client, a final model will be "frozen," which will be an as-made model of the Project as executed, including the updates made to the model during the execution period. This model will be delivered to the Client and to the Client's BIM department, including training by a BIM specialist from the said team. The training will take place no later than 30 days from the date of receipt of the occupancy permit and delivery of the as-made model. Together with the model, system coordination drawings will be delivered to the Client, color PDF files, in accordance with the list of drawings mentioned. The files will be delivered on a USB flash drive.
7. It is hereby agreed that the list of Services below is not exhaustive. The architect's representative shall perform all required Services, even if they are not detailed in this appendix, but are necessary in order to complete the management of the model and the coordination of the systems in the Project in the best possible manner, all within the consideration the Architect will receive under the terms of the agreement and without any additional compensation.

**Appendix "A/2"**

**Structure of the proposed planning team and division of work, and performance of planning  
Service tasks between the Architect and the International Architect**

**[The proposed design team structure shall be attached by the Architect as part of its proposal in the tender]**

- The Israeli bidder shall be referred to as: AOR (Architect of Record).
- The International Architect shall be referred to as: CDA (Concept Design Architect).
- (R) Responsible – the party performing the work.
- (A) Accountable – the approving authority.
- (C) Consulted – a party that must be consulted and whose opinion must be sought.
- (I) Informed – a party that must be kept informed.

This Appendix defines the level of involvement of the International Architect in the provision of the Services.

Nothing in this Appendix shall derogate from the overall responsibility of the Architect for all works and Services performed under this Agreement, including works and Services performed by the International Architect.

Furthermore, there shall be no restriction on the International Architect's involvement exceeding the level specified in the table below, provided that such increased involvement does not diminish the Architect's level of involvement in the provision of the Services.

<b>Activity / Phase</b>	<b>AOR</b>	<b>CDA</b>	<b>Notes</b>
<b>Architectural Vision &amp; Concept Design</b>	C / I	R	The AOR shall ensure compliance with the applicable Statutory Plan (TABA).
<b>Medical Planning</b>	C	R / A	The CDA shall lead the Clinical Protocol.
<b>Program Coordination with Sheba</b>	R	R	Joint work by the AOR and CDA with the Client.
<b>Design Development</b>	R	R	Responsibilities shall be allocated as follows: Interior – AOR or CDA (at Architect's discretion); Building Envelope – CDA.
<b>Preparation of Room Data Sheets (RDS)</b>	C	R	Definition of medical equipment in each room.
<b>Permitting &amp; Statutory Approvals (Building Permit)</b>	R / A	I	The AOR signs within the "Online Permitting System" system.
<b>Consultant Coordination (Structure / Systems)</b>	R / A	C	Engineering coordination is performed in Israel.
<b>Production of Construction Documents</b>	R / A	C	Preparation of the full documentation set for Tender and Contractor execution.
<b>Unified BIM Model Management</b>	R	C	If the architectural firm manages the BIM, the AOR shall serve as BIM Manager.

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<b>Technical Specifications &amp; Bills of Quantities</b>	R / A	I	Must comply with local measurement and construction standards.
<b>Construction Administration (Supervision)</b>	R / A	C	Ongoing site presence and support to the Contractor.
<b>Design Intent Approval / Quality Control</b>	C	R / A	Ensuring that execution aligns with the original design concept

**Appendix "B"**

**Contractual Fee and Payment Schedule**

**1. Professional Fee**

- 1.1. In consideration for performing the planning work in accordance with the provisions of the Agreement and all its appendices, and fully and timely fulfilling the Architect's remaining obligations to the satisfaction of the Client and the Manager, the Architect shall be entitled to a professional fee equal to the product of % [to be filled in according to the Architect's proposal that won the tender] and the Construction Cost of the Project (as defined in Section 1.2 below).
  
- 1.2. For the purposes of Section 1.1 above, "Construction Cost of the Project" – the consideration (excluding VAT) that will be set out in the agreements to be signed with the contractors for the execution of the Project's construction works, as approved by the Management, after deducting all the items listed in the table in Section 1.3 below.

It is clarified that the professional fee to be paid to the Architect according to the "Construction Cost of the Project" shall be a fixed and final amount and shall not change in any way, even if the contractors' final accounts are in amounts different from the "Construction Cost of the Project" as determined in the agreements signed with the contractors (for example, due to variations, extras, deductions, changes in standards, changes in requirements of the authorities, or any addition to or reduction of the contractor's fee, of any type or kind whatsoever).

For example:

If –

1. The Architect is entitled to a professional fee of 2.1%;
2. In the agreement with the contractor, the contract price at the time of signing is set at NIS 180,000,000 (as a lump sum or as calculated according to the bill of quantities known at the time of signing the agreement with the contractor);
3. The costs that will not be taken into account in the "Construction Cost of the Project" according to Section 1.3 below total NIS 30,000,000;

Then the Architect shall be entitled to a final and fixed professional fee in the amount of:

$$\text{NIS } 3,150,000 = (180,000,000 - 30,000,000) \times 2.1\%$$

It is clarified that even if, under the contractor's interim or final accounts, the contractor is actually paid an amount higher or lower than the amount known at the time of signing the agreement with the contractor, for any reason whatsoever (including as a result of variations, extras, deductions, etc.), there shall be no change in the amount of the

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professional fee to be paid to the Architect, and it shall remain NIS 3,150,000 according to the example above.

Nothing in the foregoing shall derogate from the Architect's right to additional payment in the event of "Changes" in the Planning Services according to Section 9 of the Agreement with the Architect.

- 1.3. Below is a list of the costs that will not be taken into account within the "Construction Cost of the Project":

No.	Items Not Included in the Construction Cost	Remarks
1	Power supply and drive facilities	
2	Chillers	
3	Compressors	
4	Fans / Blowers	
5	Lifting and handling equipment, including cranes	
6	Pumps	
7	Transformers	
8	Generators	
9	Elevators	With respect to the design of elevator cabins or additional elevator components, the Architect shall be entitled to remuneration as determined by the Manager.
10	Pneumatic transport systems	
11	Movable furniture	
12	Installed kitchen equipment and fixed furnishings	Unless the Architect provides planning/ Planning Services in relation thereto (excluding standard items)
13	Exhaust hoods - equipment	
14	Telephone exchanges - equipment	
15	Computer communications - equipment	

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16	Purchase tax – air conditioning, elevators, etc.	
17	Maintenance service fees	
18	Signage (if designed by others)	
19	Development and landscaping (if designed by others)	
20	Taxes and levies of any kind	
21	Site and mobilization costs, such as: security, fencing, cleaning	
22	Water, electricity and telephone costs	
23	Pharmacy furniture, standard reception desks and offices	
24	Compact shelving systems (Compactus)	
25	Central mini air-conditioning systems	Ducts are included in the construction cost
26	Split air-conditioning units	Ducts are included in the construction cost
27	Medical equipment	
28	Management and supervision costs and consultants' fees	
29	Payments for works in the Project not performed by the contractors, such as works performed by authorities and/or their representatives (e.g., Bezeq, IEC, NTA, etc.)	

1.4. Without derogating from the other provisions of the agreement, it is clarified that until the construction cost of the Project becomes known (i.e., before signing the agreements with the contractors), the architect's fee shall be calculated according to the most recent estimate approved by the Client, reduced by 10%.

1.5. After signing the contract with the contractors for executing the works in the project, the consideration shall be paid to the Architect on the basis of the "Construction Cost of the Project" (as defined in Section 1.2 above, after the deductions detailed in Section 1.3 above). From the consideration to be paid to the Architect, the amounts previously paid to the Architect on account of the consideration pursuant to Section 1.4 above shall be deducted.

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1.6. For the avoidance of doubt, it is clarified that, unless otherwise explicitly defined by the Client, at its sole discretion, all Services detailed in the tender documents and in this Agreement are included in the “Planning Services” which the Architect has undertaken to provide in the Project, and no additional consideration shall be paid for them beyond the consideration mentioned in Section 1.1 above. Without derogating from the generality of the foregoing, the Architect shall be fully responsible for the Services in their entirety, end-to-end, including compliance with the program and planning guidelines, all legal requirements, quality targets, budgetary framework, and timetable, all at the highest standards, in return for the consideration set forth above. The Services include the performance of all actions, approvals, permits, licenses, and works required for the provision of the Services, whether or not such actions are explicitly defined in this Agreement or in the tender documents, unless expressly stated otherwise.

**2. Payment of Fees**

2.1. The fees shall be paid to the Architect in installments as follows (it is clarified that the Architect shall be entitled to submit requests for partial payments even before the completion of the stages listed in the table below, and the Manager shall approve such partial payments, at his discretion, based on the proportion of the Services included in those invoices in relation to the agreed consideration for completion of each stage):

No.	Stage	Percentage
1	<b>Stage “A” – Completion of the Preliminary Planning Stage of the Project</b> (Section 1.1 of Chapter B of Appendix “A”), as detailed below:	
1.1	Following the Client’s approval of the site development and construction plan and the program for Stage A	5%
1.2	Following presentation of functional schemes to the Client	5%
1.3	Following completion of the preliminary planning stage of the Project (full set)	5%
2	<b>Stage “B” – Completion of the Final Planning Stage</b> (Section 1.2 of Chapter B of Appendix “A”), as detailed below:	
2.1	Following completion of the final planning stage and determination of the Project cost estimate	10%
2.2	Client approval of PDR (Preliminary Design Review)	4%
3	<b>Stage “C” – Licensing</b> – obtaining approvals and permits for execution of the works (Section 1.3 of Chapter B of Appendix “A”)	10%

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4	<b>Stage “D” – Completion of the Full Detailed Design Stage</b> (Section 1.4 of Chapter B of Appendix “A”), as detailed below:	
4.1	Preparation of detailed architectural plans at a scale of 1:50	8%
4.2	Preparation of finishing details and schedules for metal works, carpentry and fixed furniture, and update of the estimate if required	8%
4.3	Completion of detailed coordination among the planners and consultants, including specifications	6%
4.4	Client approval of CDR (Critical Design Review) materials for tender	3%
4.5	Accompaniment of the contractor selection process	3%
4.6	Update and completion of construction drawings (full set at detailed design level)	6%
5	<b>Stage “E” – During Superior Supervision of the Project Execution</b> (Section 1.5 of Chapter B of Appendix “A”). Payments shall be distributed according to the estimated execution period to be determined at the start of execution, provided that the last three payments under this section shall be paid only during the last three months of the actual execution period.	20%
6	Following receipt of occupancy approval for the entire Project (the entire first stage of the Project, unless otherwise decided by the Client)	2%
7	Following completion of all handover stages, up to final delivery of the Project, issuance of a full and final completion certificate to the contractor, including receipt of as-built documentation and a final completion certificate	5%
	<b>Total</b>	<b>100%</b>

2.2. Payments on account of the professional fees shall be paid to the Architect as detailed in the Agreement and in this Appendix.

2.3. The Architect undertakes to itemize, in each invoice for payment that it submits to the Manager, the works to which the payment relates. If the Architect submitted to the Manager an unitemized invoice for payment and the invoice was returned to the Architect so that it may be submitted as required, the period of days for payment specified in Section 2.7 below shall begin from the day the corrected invoice is received by the Manager.

2.4. From every payment to the Architect the following amounts shall be deducted:

2.4.1. Any amount that was paid, if paid, to the Architect on account of execution of that interim stage;

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- 2.4.2. Any amount owed to the Client by the Architect under the Agreement at that time;
- 2.4.3. Any amount not approved by the Client and/or by anyone authorized by the Client.

The balance, after making the above deductions, shall be paid to the Architect by the Client.

- 2.5. Any invoice submitted in accordance with the above and approved by the Client shall be paid on terms of “current month + up to 60” days from the date of approval of the invoice, without indexation for the period from the date of submission of the invoice until the date set for its payment. The approval period shall not exceed 23 business days (“the review period”), unless the reason for delay in approval lies, in the Client’s opinion, in improper submission of the invoice.
- 2.6. An invoice that was not submitted in accordance with the provisions of the Agreement may be returned by the Client to the Architect, with details of the defects found therein, so that they may be corrected immediately. Such an invoice shall be regarded as if it had not been submitted by the Architect. The invoice was returned to the Architect within the inspection period as defined above; the count of days for payment as stated above shall run from the day the revised invoice was approved. Payment shall be made provided that the invoice has been approved by the Manager as stated above, against a lawful tax invoice and upon submission of a certificate of exemption from withholding tax at source. The Architect shall also provide the Client with a valid certificate of proper bookkeeping in accordance with the Law on Transactions of Public Bodies. If the Client is required to withhold tax at source, tax shall be deducted from any payment on account of the fee at the rate prescribed by law for this purpose, or at the rate determined in valid certificates of the income tax authorities, which shall be delivered by the Architect to the Client, under the Architect’s responsibility, in sufficient time before the relevant payments are made.
- 2.7. The final invoice shall be paid only after the Architect submits to the Manager a declaration regarding the settlement of all the Architect’s claims against the Client and the Manager in connection with the Planning Services and in connection with the Agreement. The final invoice shall not be reviewed by the Manager and shall not be approved if it is not accompanied by all the documents required for its review.

**3. Consideration as a final amount**

- 3.1. The Architect’s fee is determined as a full and final lump-sum price for the fulfillment of all the Architect’s obligations and liabilities under the Agreement, and it includes all of the Architect’s expenses in connection with the performance of all the Services, after the Architect has examined the nature and scope of the Planning Services whose performance is required from the Architect under this Agreement and its appendices, after having examined the real estate and the Project and having understood the Architect’s obligations under the tender documents and the Agreement, and based also on the parties’ agreement that the contractual fee is a final and inclusive price, and that the Client shall not be required to pay

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the Architect any amount whatsoever in addition to the contractual fee for the performance of all the Services in accordance with the provisions of the Agreement, except as detailed in Section 4 below.

- 3.2. The Client does not undertake that the Project will be implemented in whole or in part; the Client does not undertake any particular scope of projects and/or any particular scope of Services to be performed by the Architect and/or any particular scope of work tasks to be assigned to the Architect, and the Client shall be entitled to obtain the Services referred to in this Agreement also through third parties and/or additional entities. The Architect declares that the Architect is aware of and agrees that this Agreement does not constitute any commitment by the Client to receive Services from the Architect in any specific scope, and that it is agreed and known to the Architect that the Client is entitled to receive the Services from other entities or to engage additional entities for the purpose of receiving them, and that the Architect shall not raise any claim and/or demand in this matter against the Client, and in particular shall not raise any claim regarding any additional or different consideration to which the Architect is allegedly entitled.
- 3.3. The Architect is aware that a long period may pass between completion of the design and commencement of the works on site, and that it is also possible that the works on site and/or the works of the overall Project and/or the works in any Project and/or the contractors' works may consist of separate work stages and/or be carried out in stages and/or that a prolonged period may pass between one stage and another. In any event, the Architect shall have no claim and/or demand in this regard, including, but not limited to, a demand for monetary compensation on this account, and no other or additional consideration shall be paid to the Architect other than the consideration explicitly set out in this Agreement.
- 3.4. The Architect declares that the consideration set out in this Agreement is full, adequate and fair consideration, and also includes profit for all expenses involved in and arising from the required , as well as other obligations under this Agreement or under any law, and that the Architect has taken into account, in preparing the Architect's tender proposal, the possibility that the Project will not be implemented in its entirety and/or will be implemented partially and/or in stages with time elapsing between one stage and another, and that the Architect shall have no claim to additional or different consideration due to this, unless otherwise expressly provided in the Agreement.
- 3.5. The Architect's fee includes all direct and indirect costs required and/or involved in performing the Services, including expenses for employing personnel, modeling, photography, site visits, participation in meetings, insurance, office expenses, travel, per diem, telephone, fax, computer software, general expenses, office expenses and overhead.

**4. Additional expenses**

- 4.1. The Architect's fee does not include costs for photocopies/blueprints, except for copies that will be used by the Architect for its internal office work. It is clarified and agreed that the

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Architect undertakes to order the photocopies/blueprints from the institute designated by the Manager and at the rates agreed upon between the Manager and that institute.

- 4.2. Likewise, the Architect's fee does not include expenses for computerized models, surveys/measurements.
- 4.3. Unless expressly stated otherwise in this Agreement, the Architect shall not bear the cost of employing consultants on the Project who are not engaged by the Architect. For the avoidance of doubt, it is clarified that the Architect shall bear all payments and expenses relating to the engagement of the International Architect as a subcontractor of the Architect.
- 4.4. Building permits: The fee includes handling the applications and approvals of all building permits required for the Project (including an unlimited number of split permits), including shoring and excavation permits, fencing permits (if required), building permits and change permits.
- 4.5. The Architect's fee does not include expenses for business trips abroad, if and to the extent that they are required and approved in advance and in writing by the Client. For a trip abroad, no work fee shall be paid for the period of absence from the country. The Client shall pay the Architect in full for flight, accommodation and per diem expenses, up to the limits customary under the Accountant General's rules, and provided that prior written approval for such trip has been obtained from the Manager.

**5. Payments – General**

- 5.1. The fee does not include Value Added Tax. VAT shall be paid at the rate prescribed by law at the time of payment, and it shall be paid against delivery of a lawful tax invoice from the Architect to the Client.
- 5.2. For the avoidance of doubt, no linkage/indexation terms of any kind shall apply to the fee.
- 5.3. Approval of interim invoices, as well as making payments on their basis, shall not constitute agreement with or approval by the Manager as to the quality of the Planning Services provided by the Architect or their conformity with the requirements of the Agreement.

**Appendix "C"**

**Insurance Appendix and Confirmation of the Architect's Insurance Arrangements**

1. Without derogating from the Architect's liability under this Agreement or under any law, the Architect shall arrange and maintain, at the Architect's expense, for the entire term of the Agreement and for as long as the Architect bears liability under law, and with respect to professional liability insurance for an additional 7 years after termination of the engagement, the insurances detailed in the confirmation of insurance attached to this Agreement as Appendix "C/1", which constitutes an integral part hereof (hereinafter: the "Architect's Insurances" and the "Confirmation of Insurance", as applicable), with a duly licensed insurance company in Israel.
2. The Architect shall ensure that any "gross negligence" exclusion, to the extent it exists, is cancelled in all of the Architect's insurances.
3. Without any need for a demand by the Client, the Architect shall provide the Client, prior to commencement of the Services and as a precondition to the engagement or to any payment on account of the consideration, with the Confirmation of Insurance duly signed by the insurer. In addition, immediately upon expiry of any insurance period, the Architect shall provide the Client with an updated Confirmation of Insurance, evidencing renewal of the Architect's Insurances for an additional insurance period, and so for each insurance period, for as long as this Agreement is in effect and/or for any additional period as set out in Section 1 above.  
Whenever the Architect's insurer notifies the Client that any of the Architect's Insurances is about to be cancelled or is about to be adversely changed, as stated at the end of the Confirmation of Insurance, the Architect shall procure such insurance anew and provide a new Confirmation of Insurance before the date of such cancellation or adverse change in the insurance, as aforesaid.
4. It is clarified that the limits of liability required under the Architect's Insurances constitute a minimal requirement imposed upon the Architect, which does not derogate from any undertaking of the Architect under the Agreement and/or under any law, and does not release the Architect from full liability under this Agreement and/or under law, and the Architect shall have no claim against the Client or anyone on its behalf in connection with such limits of liability.
5. The Client shall have the right, but not the obligation, to review the Confirmation of Insurance to be provided by the Architect as stated above, and the Architect shall make any change, correction, adjustment, or extension that may be required in order to adapt the insurances referred to in the Confirmation to the Architect's obligations under this Agreement.
6. It is declared and agreed that the Client's rights to conduct such review and to request changes as detailed above do not impose on the Client or anyone on its behalf any duty or any liability whatsoever regarding the Architect's Insurances, their nature, scope, or validity, or regarding their absence, and do not derogate from any obligation imposed on the Architect under this Agreement or under any law, whether or not they requested changes as detailed above, and whether or not they reviewed the Confirmation of Insurance.
7. The Architect releases the Client and those acting on its behalf from liability for any loss of or damage to any property or equipment brought by the Architect or anyone on the Architect's behalf to the Client's premises for the purpose of providing the Services, and the Architect shall have no claim, demand, or lawsuit against the aforesaid in respect of such loss and/or damage. This release shall not apply to anyone who caused the damage wilfully.

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8. In any additional or complementary property insurance arranged by the Architect, a clause shall be included whereby the insurers waive their right of subrogation against the Client and those acting on its behalf; such waiver of the right of subrogation shall not apply in favor of a person who caused damage wilfully.
9. Without derogating from any provision of this Agreement regarding assignment of the Agreement, and in the event that the Services under this Agreement, or any part thereof, are provided by subcontractors on behalf of the Architect, the Architect shall ensure that such subcontractors hold appropriate insurance policies consistent with the nature and scope of their engagement.  
It is hereby clarified that the Architect bears responsibility toward the Client for the Services in their entirety, including Services that were provided or were supposed to be provided by subcontractors.
10. The insurance appendix is one of the essential parts of the agreement, and its breach constitutes a breach of the agreement. Notwithstanding the aforesaid, failure to provide the insurance certificate on time shall not constitute a fundamental breach unless 10 days have passed from the date of the client's written request to provide such certificate.

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**Appendix "C1/" – Architect's Insurance Certificate**

Insurance Confirmation		Insurance Confirmation		
This Certificate of Insurance serves as evidence that the insured has a valid insurance policy in force, in accordance with the information detailed herein. The information detailed in this certificate does not include all the terms and exclusions of the policy. However, in the event of a discrepancy between the terms set out in this certificate and the terms set out in the insurance policy, the provisions of the insurance policy shall prevail, except where a term in this certificate is more favorable to the certificate holder.				
Main Confirmation Applicant*	Additional Entities Related to the Confirmation Applicant*	Insured/Insurance Applicant**	Nature of the Transaction and Insured Activity	Status of the Confirmation Applicant*
Name: Sheba Negev Ltd.	Name: Peres Negev Ltd. and/or the State of Israel and/or the Ministry of Finance and/or the Ministry of Health and/or the Landowners and/or Parent Companies and/or Subsidiaries and/or Affiliated Companies	Name: _____ _____	Nature of the Transaction: <input type="checkbox"/> Real Estate <input checked="" type="checkbox"/> Services <input type="checkbox"/> Supply of Products <input type="checkbox"/> Other: _____ Insured Activity: Architectural services, planning and superior supervision for the Shimon Peres Hospital Construction Project, and any ancillary Services required for the performance of the service.	<input type="checkbox"/> Lessor <input type="checkbox"/> Lessee <input type="checkbox"/> Concessionaire / Franchisee <input type="checkbox"/> Subcontractor <input checked="" type="checkbox"/> Service Recipient <input type="checkbox"/> Product Recipient <input type="checkbox"/> Other:
ID No. / Company No. (PBC No. 517095683)	ID No. / Company No.	ID No. / Company No.		
Address 2 Katzir St., Ramat Gan	Address	Address		
	Description of the relationship to the Main Confirmation Applicant: Parent company and/or subsidiary and/or sister company and/or affiliated company and/or			

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	associated company and/or part of a group.			
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Coverages									
Type of Insurance Breakdown by Limits of Liability or Insurance Amounts	Policy Number*	Policy Wording and Edition***	Start Date (A retroactive date may be entered)	End Date (A retroactive date may be entered)	Limit of Liability for the Entire Insured Activity / Insurance Amount Per Period /Per Occurrence		Notes	Currency	Additional Coverages in Effect and Waiver of Exclusions
					Per Period	Per Occurrence			
Third Party Liability					1,000,000			☑	302 – Cross Liability 309 – Waiver of Subrogation in Favor of the Confirmation Applicant 315 – Coverage for National Insurance Institute (NII) Claims 321 – Additional Insured in Respect of Acts and Omissions of the Insured 328 – Primary Insurance
Employers' Liability					20,000,000			☑	309 – Waiver of Subrogation in Favor of the Confirmation Applicant 319 – Additional Insured – provided it is deemed the employer of any of the Insured's employees 328 – Primary Insurance
Professional Liability					8,000,000			☑	301 – Loss of Documents 302 – Cross Liability 303 – Defamation, Libel and Slander 309 – Waiver of Subrogation in Favor of the Confirmation Applicant 321 – Additional Insured for Acts and Omissions of the Insured 325 – Employee Fraud and Dishonesty 326 – Infringement of Privacy 327 – Delay / Lateness

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									328 – Primary Insurance 332 – Discovery Period (12 months)
<b>Description of Services</b> (Subject to the Services specified in the agreement between the Insured and the Confirmation Applicant, the service code must be indicated from the closed list set out in Appendix C, as published by the Capital Market, Insurance and Savings Authority. The wording appearing alongside the code in the closed list may also be presented*):									
038 – Consultants / Planners, 086 – Supervision, Planning and Control Services (General), 040 – Engineer, Architect, Practical Engineer									
<b>Policy Cancellation / Amendment</b> An amendment detrimental to the Confirmation Applicant or cancellation of an insurance policy shall not take effect unless <b>30 days'</b> prior notice of such amendment or cancellation has been provided to the Confirmation Applicant.									
Validity of Confirmation of Consent to Arrange Insurance Only** Expiry Date of the Confirmation of Consent to Arrange Insurance (DD/MM/YYYY)**									
<b>Signature of the Confirmation</b> Insurer:									

**Appendix "D"**

**Confidentiality Undertaking**

Date:\_\_\_\_

To:

Sheba Negev Ltd.

(hereinafter: "**the Client**")

**Confidentiality Undertaking**

**Whereas** I am aware that by virtue of the Services provided by me to the Client, whether directly or through\_\_\_\_information as defined below reaches me and/or is delivered into my possession; and

**Whereas** the information that reaches me and/or is delivered into my possession is particularly sensitive, and its disclosure may cause the Client substantial harm;

**Therefore** I, the undersigned\_\_\_\_\_, ID no. \_\_\_\_\_, hereby declare and undertake towards you as follows:

For the avoidance of doubt, it is hereby clarified that my undertakings below apply both during the period in which Services are provided to the Client and thereafter.

1. I undertake to maintain absolute confidentiality and not to disclose and/or transfer, directly or indirectly, to any person and/or any entity whatsoever, any information and/or know-how relating to the planning and construction of the Shimon Peres Hospital in Be'er Sheva (the "Project") or to the activities of the Client and/or its affiliated companies and/or to their plans, including, without limitation, any record, drawing, plan, specification, any document and/or information in connection with the Project and/or the Client, trade secrets, details regarding customers, marketing methods, distribution, advertising, prices, calculations, discounts, transaction details, work methods, salary and/or employment conditions, the Client's business intentions, details regarding the Project, the Client's managers and/or its employees, or any other information that has come into my possession in connection with the Client (hereinafter: the "Classified Information"), whether such Classified Information reached me as a result of my engagement with the Client or came to my knowledge from any other source.
2. I undertake that I will not provide and/or transfer, directly or indirectly, to any person and/or any entity whatsoever, any material and/or raw material and/or product and/or part of a product and/or model and/or document and/or USB flash drive and/or any other media for storing information and/or photographed and/or printed and/or duplicated item, and the like, that contains the Classified Information, in whole or in part.

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3. I will not make any use, including duplication, manufacture, sale, transfer, imitation, or distribution, of the Classified Information, in whole or in part, except with the Client's prior written consent.
4. I shall act in accordance with the Client's security and protection requirements, as may be issued from time to time by the Client.
5. Immediately upon termination of the provision of Services in connection with the Project, for any reason whatsoever, I shall return to the Client everything that has come into my possession as set forth in Sections 1 and 2 above, and I shall not retain in my possession any item and/or copy and/or photograph and/or document and/or material related to the Client and/or containing the Classified Information, in whole or in part.
6. In any case in which I breach any of my undertakings above, I shall be liable to compensate you for any damages and/or expenses incurred by you as a result of the breach of my aforesaid undertakings, including legal expenses and attorney's fees plus VAT as required by law, all without derogating from any remedy and/or relief available to you under any law.
7. For the avoidance of doubt, it is clarified that this Undertaking is in addition to any provision of law or agreement.

**In witness whereof I have hereunto signed:**

Date \_\_\_\_\_

Signature \_\_\_\_\_

This document was signed before: \_\_\_\_\_ Name and signature

**Appendix "E"**

**Wording of Declaration Regarding Settlement of Claims**

We, the undersigned, \_\_\_\_\_, are honored hereby to submit the total and final account (hereinafter: the "Final Account") to \_\_\_\_\_, for the performance of all Planning Services we have carried out (hereinafter: the "Planning Services") and for the fulfillment of our other obligations pursuant to the agreement between us dated \_\_\_\_\_ (hereinafter: the "Agreement").

We hereby declare and confirm as follows:

- A. That the total and final amount approved by the Manager as consideration for the full performance of the Planning Services and the full performance of our other obligations, on account of the Contract Fee up to the date of submission of the Final Account, is the sum of \_ NIS (hereinafter: the "Final Contract Fee").
- B. That apart from the Final Contract Fee, as detailed in the final accounts approved by the Manager, we have and shall have no claims and/or demands of any kind whatsoever against the Client and/or against any and all those deriving rights from it or acting on its behalf, in connection with the above Agreement and/or anything directly or indirectly related to this Agreement and/or associated with it and/or arising from it.
- C. That on account of the Final Contract Fee we have received to date the sum of NIS, and upon receipt of the balance due to us in the amount of NIS, we will have received the full Contract Fee due to us for the performance of our obligations under the Agreement, including all of our obligations in connection with the International Architect.
- D. Nothing in the foregoing shall be construed as releasing us from the performance of any remaining obligations that we are required to perform after completion of the Planning Services.

**In witness whereof, we have hereunto set our hands today**

Date: \_\_\_\_\_

Signature \_\_\_\_\_

Witness to signature \_\_\_\_\_

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**Appendix "V"**

**The architect's bid in the tender with all its appendices (including the tender documents that form part of the bid and any amendments made to it with the parties' consent prior to winning the tender).**