

AGREEMENT

made and executed in _____ on the ____ day of the month of _____, ____

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

on the first part;

And: _____
Company No. _____
_____ Street
_____ Email: _____
(the "**Architect**" or the "**Planner**")

on the second part;

WHEREAS the Client, Sheba Negev Ltd. (established under the Sheba Medical Center Corporation), is acting to establish the Peres Hospital in the Negev, in the city of Be'er Sheva (the "**Hospital**"), which shall be owned by the Shimon Peres Hospital in the Negev Establishment Company Ltd. ("**Peres Negev**"), held in equal parts by the Leumit and Meuhedet health funds;

WHEREAS the Hospital shall be established pursuant to Government Decision No. 1731 dated 5 May 2024, the principal purpose of which is to strengthen the public healthcare system and expand public inpatient capacity in the south of the country;

WHEREAS the land designated for the establishment of the Hospital (as detailed in Appendix A to the Tender) shall be allocated to Peres Negev, and the construction shall be carried out in accordance with Town Building Plan (TABA) No. 605-0751636, approved in June 2021, which designates an area of approximately 430 dunams, zoned for public buildings and institutions for medical use, 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 "**Real Property**" and the "**TABA**", respectively);

WHEREAS the Architect won the Tender published by the Client for the provision of Planning Services as the Lead Architect for the first stage of the Project, which includes the establishment and operation of the Hospital with a scope of up to 1,000 beds (of which approximately 400 beds are for psychiatric wards and wings) (the "**Project**"), and also for the preparation of a construction and development Plan for the entire campus (including the establishment of the Hospital in its entirety, across all its stages); the Client wishes to engage the Architect for the performance of planning and author's supervision services for the Project, as detailed in Appendix A to this Agreement, including Superposition Planning Services and systems coordination as detailed in Appendix A/1 to this Agreement;

WHEREAS and it is known to the Architect 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;

WHEREAS and the Architect represents 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 capability to perform all of its obligations pursuant to this Agreement; and that it wishes to enter into this Agreement with the Client and to provide the Planning Services for the Project, all as set forth below in this Agreement;

Accordingly, it is hereby declared, agreed and stipulated between the Parties as follows:

1. **Recitals, Interpretation and Appendices**

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

Appendix A	Details of the Planning Services.
Appendix A/1	Appendix – Superposition Planning Services and Systems Coordination.
Appendix A/2	Allocation of work and performance of the Planning Services tasks between the Architect and the International Architect.
Appendix A/3	Details of the minimum Planning Team members and the scope of employment of each of them in the Project, and details of the Planning Team members <i>[to be completed in accordance with the Architect's Tender submission, after the list is approved by the Client]</i> .
Appendix B	Contract Fee and payment dates.
Appendix C	Insurance Appendix and confirmation of the arrangement of the Architect's insurance policies.
Appendix D	Confidentiality Undertaking.
Appendix E	Form of declaration regarding settlement of claims.
Appendix F	The Architect's Tender submission, together with all appendices thereto (including the Tender Documents constituting part of the submission and amendments incorporated therein by agreement of the Parties prior to the award of the Tender).

2. **Definitions**

In this Agreement and its appendices, the following terms shall have the meanings set forth alongside them, unless the content and context require otherwise. Terms not defined in this Agreement shall have the meanings specified in the Tender Documents:

the “ Design Work ”, the “ Services ” or “ Planning Services ”	The Planning Services and top-level supervision services for the Project, which the Architect shall provide to the Client, as set forth in the detailed description of the Planning Services attached as <u>Appendix A</u> to this Agreement and in the other provisions of this Agreement, including its appendices;
the “ Tender ”	Tender No. 10003199 for the provision of Planning Services for the Project, in which the Architect was the successful bidder, and following which this Agreement was executed with the Architect;
the “ Project ”	The first phase of the establishment and operation of the Hospital, comprising up to 1,000 beds (of which approximately 400 beds are for psychiatric departments and wards), all as described in the Tender Documents and in this Agreement;
“ Project Architect ”	Arch. _____, who was appointed by the Planner to lead the Project’s Planning Team as the chief architect, as set forth in the Architect’s Tender submission;
the “ Medical Architect ”	Arch. _____, who was appointed by the Planner to be responsible, on its behalf, for all medical planning aspects of the Project;
“ International Architect ”	_____, with whom the Planner entered into a subcontract agreement for the provision of the Planning Services together with the Planner, in accordance with the provisions of the Tender and this Agreement, as set forth in the Planner’s Tender submission;
“ International Design Manager ”	_____, who was appointed by the International Architect to manage, on its behalf, the performance of the Design Work for which the International Architect is responsible, in accordance with the Planner’s Tender submission and as detailed in this Agreement;
the “ Core Team ”	As defined in Section 5.2 below;
“ Planning Team ”	As defined in Section 5.1 below;
the “ Client ”	Sheba Negev Ltd. and any person appointed, or to be appointed, on its behalf to manage any matter whatsoever related to the planning and construction of the Project;
the “ Manager ”	M.P.S – Solutions for Medical Projects Ltd., which was appointed by the Client to manage the Project and to supervise, on the Client’s behalf, the planning and execution of the Project, or any person appointed in its stead by the Client from time to time, at the Client’s discretion;
“ Contractor ” or “ Contractors ”	Any person to whom the Client delivers the performance of the Project, or any part thereof, including suppliers of materials and/or equipment for the Project, and including subcontractors;

"Plan" or "Plans"	Any plan and/or chart and/or map and/or diagram and/or site plan and/or drawing, which the Architect prepared and/or edited and/or participated in preparing, in connection with the Project and/or the Services and/or this Agreement, whether any of the aforesaid documents were produced on paper or are stored in BIM, on any media or in any other electronic storage means;
"As-Built Plans"	Architectural Plans of the Project, or any part thereof, which the Architect shall prepare following completion of the works in the Project by the Contractor, showing the works actually performed by the Contractor in the Project, including the approval of 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 chart and/or any report and/or any working paper and/or any other document, which the Architect prepared and/or edited and/or participated in preparing, in connection with the Project and/or the Services and/or this Agreement, whether appearing in BIM or stored on any media or in any other electronic storage means, and whether produced on paper;
"Consultants"	Professional consultants, experts, and professionals with any engineering or technological expertise, who shall be engaged by the Client in the design of the Project, including consultants in the field of modeling and management of a three-dimensional model under the BIM methodology;
"Program"	A document describing the designation, nature, and scope of the Project, following its final consolidation and approval by the State Directorate and the Client;
"Contract Fee" or "Consideration"	The fee due to the Architect pursuant to <u>Appendix B</u> to the Agreement, in consideration of the Architect's performance of the Services and fulfillment of all undertakings and obligations applicable to it under this Agreement;
"Defects Liability Period"	The period during which the Contractor shall be responsible for carrying out repairs to the works performed by it in the Project, in accordance with the agreement to be executed with the Contractor in connection with the Project;
"Final Acceptance of the Project"	Acceptance of the Project from the Contractor(s) after such Contractor(s) have completed the corrections, completions, and improvements, in accordance with their undertakings during the Defects Liability Period;
the "Budget Framework"	The Budget 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 <u>Appendix A</u> to the Agreement), which shall be binding upon the Architect.
the "Engagement Period"; or the "Design Work Period"	The period commencing on the date of execution of this Agreement and ending upon completion of the Design 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 applicable law.

the "State
Directorate"

The body established pursuant to Government Resolution 1731 for the purpose of supervision and control of the Project on behalf of the State, headed by the Senior Deputy to the Accountant General, and whose members include representatives of the Ministry of Finance and the Ministry of Health.

3. **The Nature of the Engagement and the Option To Reduce The Planning Services**

- 3.1. The Client assigns to the Architect, and the Architect undertakes, to perform the Planning Services, in whole or in part, as may be requested by the Client pursuant to work commencement orders to 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 schedule as the Architect may receive from the Client from time to time, all in Consideration of payment of the Contract Fee as set forth in **Appendix B** to this Agreement. The Architect acknowledges that it shall have no exclusivity in performing the Planning Services, and the Client shall be entitled at any time to assign planning works to other parties, at its sole discretion.

The Architect further acknowledges that the Client shall be entitled, at any time and at the Client's sole discretion, to exclude the areas and scope of work relating to the psychiatric departments and wings of the Hospital (approximately 400 beds) from the scope of the Planning Services, by providing written notice thereof to the Architect no later than 4 months from the date of execution of the Agreement ("Exclusion Notice"). If an Exclusion Notice is given, the Client shall be entitled to contract with any third party for the performance of the works excluded from the Planning Services as aforesaid, and the Architect and anyone on its behalf shall not be entitled to any compensation, Consideration, remuneration, or any other payment in connection therewith; and the Architect undertakes that the issuance of an Exclusion Notice shall not disrupt or delay in any manner whatsoever the Architect's ongoing work in performing the Planning Services in the Project. Without derogating from the generality of the foregoing, where an Exclusion Notice is given, the Construction Cost of the Project (as defined in **Appendix B**) shall not include the cost of the works, equipment, and any additional contents relating to the psychiatric departments and wings of the Hospital.

- 3.2. In addition to the Planning Services detailed in **Appendices A and A/1** to this Agreement, the Services shall also include any additional ancillary actions required for the purpose of performing all that is set out in **Appendix A**, without changing the Contract Fee as set forth in **Appendix B** to this Agreement.

3.3. **Superposition Planning and Systems Coordination**

- 3.3.1. For the purpose of providing the Superposition Planning and Systems Coordination Services, as detailed in **Appendix A/1** to the Agreement, the Architect undertakes to appoint a Chief Superposition Planner and a Systems Coordinator who shall meet the quality and professional experience requirements specified in **Appendix A/1**. The identities of the Chief Superposition Planner and the Systems Coordinator shall be subject to the Client's prior approval, and any replacement thereof shall be subject to the Client's approval.

- 3.3.2. For the purpose of obtaining approval of the identities of the Chief Superposition Planner and the Systems Coordinator, the Architect shall submit to the Client for approval details and CVs of the Chief Superposition Planner

and the Systems Coordinator proposed by it, together with information and documents evidencing their capabilities and experience in a field of a scope similar to that required for the Project, by the earlier of: (a) 6 months from the date of execution of this Agreement; (b) 90 days prior to the expected date for commencement of the provision of the Superposition Planning and Systems Coordination Services; and/or (c) on the date to be determined by the Client.

The Client shall be entitled to require the Architect to provide additional details and clarifications regarding the proposed team members. The Architect undertakes to replace any of the aforementioned planners who is not approved by the Client. It is hereby emphasized that the Client's prior written approval of the proposed team members for Superposition Planning and Systems Coordination constitutes a material condition of this Agreement. The Client's approval as aforesaid shall be granted at its sole discretion.

3.4. Preparation of the Development and Site Plan for the Entire Campus

- 3.4.1. The Planning Services under this Agreement shall also include the preparation of the development and site Plan for the campus (including division into phases) until its completion and final approval (as detailed in Chapter (vi) in Appendix A to this Agreement), and the Architect shall bear full responsibility for the preparation of the development and site plan. It is emphasized that the preparation of the development and site Plan shall be carried out for the entire campus (the Hospital as a whole) and not only for the first phase.
- 3.4.2. The Architect's Services for the preparation of the Construction and Development Plan shall be provided by a Planning Team led by an architect specializing in construction and development Plans. The aforesaid Planning Team and the architect who shall head it shall be approved in advance and in writing by the Client, and they shall (a) be employed directly by the Planner (as employees of the Architect's office); or alternatively (b) be employed as employees of **another** architectural office with which the Planner shall contract for the purpose of preparing the Construction and Development Plan (as a service provider or subcontractor of the Planner).
- 3.4.3. Within 30 days of the date of execution of this Agreement, the Architect shall submit to the Client for approval the particulars and curricula vitae of each of the members of the Planning Team proposed by it for the preparation of the Construction and Development Plan (including the particulars of the team leader), together with information and documents evidencing their capabilities and experience in preparing construction and development Plans of a scope similar to that required for the Project. The Client shall be entitled to require additional particulars and clarifications from the Architect regarding the proposed team. The Architect undertakes to replace any of the planners in the proposed team (including the team leader) who is not approved by the Client. It is clarified that the Client's approval of the proposed Planning Team for the preparation of the Construction and Development Plan constitutes a fundamental condition of this Agreement. The Client's approval as aforesaid shall be granted at its sole discretion.
- 3.5. The Architect acknowledges that the Client shall be entitled to order from it the Planning Services, all or part thereof, with respect to the entire Project or with respect to certain buildings in the Project, or with respect to certain stages or certain areas, all at the

Client's sole discretion, in accordance with the Client's budgetary Considerations and other Considerations. The Architect shall perform only those Planning Services requested by the Client under notices to proceed that shall be issued to it for the performance of the Services. The Architect shall have no claim and/or demand against the Client in connection therewith, and it shall not be entitled to receive any additional fee or other Consideration whatsoever beyond the Contract Fee set forth in this Agreement, in respect of the Services actually performed by it under each Notice to Proceed issued to it.

The Architect shall have no claim or demand against the Client in the event that it is not issued Notices to Proceed for the performance of only part of the Services.

- 3.6. The Architect is aware that the Project is expected to be implemented in phases, with building permits to be issued in phases, without limitation on the number of permits, and with execution Tenders to be issued at various stages.
- 3.7. The term of engagement shall be at least until the end of the final handover period of the Hospital, following completion of the facility dossiers and the correction of rejects. The Architect is aware that the Client intends to open the Hospital in phases, commencing 7 years from the date of publication of the Tender. This Timetable is indicative only and shall not bind the Client. The Architect is further aware that the Client may implement the Project in phases, whereby works in parts of the Project will be carried out at a later stage, or will not be carried out at all, as determined by the Client. The Architect shall have no claim and/or demand against the Client in the event that the period of the Design Work extends beyond that planned, for any reason whatsoever, including budgetary reasons, and the Architect shall not be entitled to any additional fee or other Consideration beyond the fee fixed in this Agreement in the event of any such extension of the period of the Design Work. The Architect shall be entitled solely to the Consideration set forth in **Appendix B** to the Agreement for Services actually provided by him and corresponding to the parts of the Project actually implemented.
- 3.8. 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 **Appendices A/2 and A/3** to the Agreement.
- 3.9. The Project Architect shall be personally involved in the provision of the Planning Services, shall be a member of the Core Team (as defined below), shall head the Planning 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 declares and undertakes that:

- 4.1. He possesses the knowledge, experience, capability, resources, and training required and appropriate to perform the Planning Services.
- 4.2. He shall engage the International Architect as a subcontractor, and it is known to him that the involvement of the International Architect, as well as the personal involvement of the International Design Manager (who shall also be a member of the Core Team), in the Design Work as detailed, inter alia, in **Appendices A/2 and A/3**, at all its stages,

until the Project's final acceptance by the Client, upon completion of the works by the Contractors, constitutes a fundamental condition of this Agreement.

- 4.3. He shall engage the Medical Architect in the provision of the Planning Services, and it is known to him that the involvement of the Medical Architect (who shall also be a member of the Core Team) in all medical aspects of the Design Work, as detailed, inter alia, in Appendix A/3, throughout all its stages, until the Project is finally accepted by the Client, upon completion of the works by the Contractors, constitutes a fundamental condition of this Agreement.
- 4.4. He has visited the site, received all explanations required by him in connection with the Project and/or the Services, and is in possession of all the information he requires for the purpose of performing the Services. Without derogating from the generality of the foregoing, the Architect hereby represents and confirms that he has carried out all required preliminary examinations for the purpose of providing the Services; that, following a meticulous review, he has taken into account all factors affecting, or that may affect, the performance of his undertakings under this Agreement; and that the final Contract Fee specified in Appendix B to this Agreement reflects all factors and expenses involved in performing the Services and all his other undertakings under this Agreement, until their full completion.
- 4.5. The employees and/or any other persons who will be engaged by him in the performance of the Planning Services shall have appropriate qualifications and experience for the performance of the Services that are the subject of this Agreement, as detailed in the Tender Documents and as customary in accordance with best professional practice.
- 4.6. It is known to him that the Client has stipulated, as a fundamental and principal condition of this Agreement, that all Planning Services shall be performed under the personal supervision, active management, and close support 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.
- 4.7. It is known to him that the Manager (as defined in Section 2 above) was appointed by the Client to supervise and/or manage any and all matters related to the planning and establishment of the Project, and that the Client may replace him from time to time, at its sole discretion. The Architect undertakes to cooperate with the Manager in any and all matters related to this Agreement, and to obtain, in advance and in writing, his approval and the Client's approval to commence each phase of the performance of the Services, as detailed in Appendix A to this Agreement.
- 4.8. He shall perform the Services in full cooperation and coordination with the Consultants, as defined in Section 2 above.
- 4.9. He shall perform the Services faithfully and to an appropriate professional standard, in accordance with the provisions of any applicable law, including the Planning and Building Law and all regulations promulgated thereunder, and including any mandatory standard relating to the matters of the Architect's work, and in accordance with the provisions of this Agreement; and he shall be responsible for the quality of the Plans and the Services that are prepared or provided by him (including subcontractors and anyone acting on his behalf).
- 4.10. He shall perform the Services in accordance with the Timetable as he shall receive from the Client from time to time (the "**Timetable**"). The Architect acknowledges that adherence to the Timetable is of paramount importance, and he undertakes to perform

all of his obligations under this Agreement in a manner such that the Timetable is maintained and no deviation therefrom occurs. In the event of a delay in completing the plans at any stage, the Architect shall pay the Client liquidated damages in the amount of NIS 5,000 plus VAT, for each week of delay, or a proportional part of such amount for part of a week. The liquidated damages amounts shall be calculated cumulatively in the event of delay in several planning stages. The Client shall be entitled to set off the liquidated damages against any payment due to the Architect.

It is clarified that the liquidated damages shall not derogate from the Client's right to any other remedy in the event of delays in the Timetable for which the Architect is responsible, including actual compensation for the Client's damages due to such delays.

- 4.11. He shall perform the Services in accordance with the document "Guiding Principles and Planning Instructions" attached as Appendix C to the Tender ("**Planning Instructions**"), and in accordance with the programme and the instructions that shall be provided to him from time to time by the Manager and the Client.
- 4.12. He shall perform the Services subject to the Budget Framework to be determined by the Client and supervised and managed by the Manager. He acknowledges that any deviation from the Budget Framework requires the Manager's and the Client's prior written approval, and he undertakes to provide the Manager, in advance and in writing, notice of any matter relating to the Services that may lead to a deviation from the Budget Framework, together with a detailed explanation thereof.
- 4.13. He shall be responsible for the quality and standard of the Services and/or the architectural Plans and/or the Project's architectural documents, which were prepared or performed by him or under his supervision, as well as for coordination of the design among all Plans and documents to be prepared by the various Consultants engaged by the Client in the design of the Project.
- 4.14. The Architect acknowledges that he is not permitted to issue instructions to the Contractor, directly and/or indirectly, and/or to conduct direct and/or indirect negotiations with it in connection with any matter whatsoever. Any instructions to the Contractor and/or negotiations with it shall be carried out by the Client only.
- 4.15. The Architect declares that he is aware that he is not entitled to represent the Client or to bind it towards third parties without the Client's prior written approval.
- 4.16. For the avoidance of doubt, it is hereby declared that the Architect is responsible for the quality of the Design Work, and approval by the Manager and/or the Client of the work as a whole and/or of any part thereof, including the documents and the Plans, shall not release the Architect from his full professional responsibility, nor shall any such approval impose on the Manager and/or the Client any responsibility whatsoever for the quality of the Design Work.
- 4.17. The Architect hereby undertakes toward the Client to perform the Design Work in accordance with the Client's instructions, the instructions of the Ministry of Health and/or any other competent authority, including, without derogating from 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 Ma'atz, in its latest updated edition). **It is clarified that the communication with the Architect shall be through the Client.**

- 4.18. The Architect represents and warrants that there is no legal, business, contractual or other restriction preventing him, or that may prevent him, from executing this Agreement and/or from performing his obligations under this Agreement in full and in their entirety. The Architect further represents and warrants that the performance of his obligations under this Agreement shall 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 incurred due to and/or in connection with any infringement of any such third-party intellectual property right.
- 4.19. In addition to any other provision of this Agreement, the Architect is responsible for ensuring that throughout the entire period of performance of the Services by anyone on his behalf, including, without derogating from the generality of the foregoing, the performance of any works and/or any actions during the Defects Liability Period, proper work procedures and appropriate hygiene and safety rules, in accordance with any applicable law, shall be maintained by him and/or by anyone employed by him and/or on his behalf in the performance of the Services, in order to prevent damage to the structure and/or to any person and/or to any property.
- 4.20. Without derogating from the generality of the foregoing, the Architect shall be responsible, insofar as it relates to the Services it is required to perform pursuant to this Agreement, for complying with the provisions of the Safety at Work Ordinance and the regulations and orders issued thereunder, as in force as of the date of execution 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 such provisions by the Planning Team members and/or any person acting on behalf of the Architect, and for complying with the safety instructions of the safety consultant to be appointed by the Client, if and to the extent such consultant 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 such matters. In addition, the Architect undertakes to comply with, and to ensure compliance by all Planning Team members and/or any person on its behalf engaged in performing the Services, with all requirements of the Client's safety consultant in connection with the performance of the Services.
- 4.21. State Directorate and Peres Negev Ltd.
- 4.21.1. 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, broad powers were granted to the State Directorate, inter alia, with respect to approval of the 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 manager, and agreements with Contractors, subcontractors and material Consultants), changes in the scope and type of the Services and the medical activities to be performed at the Hospital, and the like. The Architect is also aware that ownership of the Hospital will be vested in Peres Negev.

Accordingly, the Architect declares that it is aware that, in its actions relating to the Project, the Client is subject to the State Directorate and the competent authorities and to their instructions, and that the planning and construction of the Hospital are carried out in full coordination and cooperation with Peres Negev. The Architect undertakes to cooperate with the Client, Peres Negev Ltd. and the State Directorate in any case in which it is required to provide any of

them with information or documents relating to the Planning Services, and shall provide them, through the Client, with any information or documents so required, shall respond to their questions, and the like. It is clarified that the interface with the Architect shall be through the Client.

- 4.21.2. The Architect hereby declares that he is aware that neither Peres Negev Ltd., the State, the State Directorate, nor any persons acting on their behalf, bears any responsibility, undertaking, duty or debt toward, or for the benefit of, the Architect. The Architect further acknowledges that no approval granted by Peres Negev Ltd., the State, the State Directorate or anyone on their behalf shall impose any responsibility or liability whatsoever on Peres Negev Ltd., the State, the State Directorate or anyone on their behalf toward the Architect, including in the event of termination of this Agreement or its cancellation, for any reason whatsoever.

5. **Planning Team**

- 5.1. Throughout the entire term of the engagement and the provision of the Services, the Planner shall provide the Services through the Project Architect, the Medical Architect, the International Design Manager, architects and additional team members (together: "**Planning Team**") as may be required for the provision of the Planning Services at the requisite level and quality, in accordance with best professional practice and at the times required under the Project schedule, as necessary in order to ensure that no delays are caused to the Project due to the performance of the Planning Services. The Planning Team members shall possess the knowledge, skills, capability and professional experience, and shall hold all other licenses, permits, authorizations, certifications and approvals required for the provision of the Planning Services under this Agreement. The appointment of key function holders within the Planning Team, as shall be defined by the Client (for example, the Interior Designer), shall require the Client's prior written approval. Details of the minimum Planning Team members and the scope of employment of each of them in the Project (by the design stages) appear **in Appendix A/3** to this Agreement.
- 5.2. Without derogating from the provisions of this Agreement, it is hereby 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, the Medical Architect and the International Design Manager ("**Core Team**") shall provide the Services to the Client commencing on 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 receive agreed liquidated damages 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 as required by the Client.
- 5.3. The Architect shall not be entitled to replace the Core Team members, or any of them, whether temporarily or permanently, without the Client's prior written approval, in the Client's sole discretion. It is hereby clarified and emphasized in advance that any proposed replacement for a Core Team member shall have, at a minimum, experience and qualifications identical to those of the replaced Core Team member. 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 obligations under the Agreement. This section constitutes a fundamental term of this Agreement.

5.4. The Client reserves the right to require, at any time, in its sole discretion and on reasonable grounds, the replacement of any member of the Planning Team, upon 14 days' prior notice. The Architect undertakes to replace the members of the Planning Team on its behalf, or any of them, with an alternative Planning Team member who shall be approved by the Client in writing and to its satisfaction, promptly after receipt of the aforesaid demand, all without the Architect having any argument or claim in connection therewith and without the foregoing causing any deferral of the Timetable for completion of the Services. The Architect shall be responsible for ensuring that the replaced Planning Team member performs a full handover to the person replacing him/her in the role, so that the alternative Planning Team member may 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 Liquidated Damages for Breaches Relating to Staffing the Core Team

5.5.1. In any case in which the Architect breaches an undertaking 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 liquidated damages in the amount of ILS 20,000 for each week, in whole or in part, 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 period; rather, the Client shall be entitled to double 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 cases as set forth in Sections 5.3 and/or 5.4 above.

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

6. Subcontractors

6.1. Engagement of the International Architect

The Architect undertakes to engage the International Architect as the Architect's subcontractor for the performance of the Planning Services. Pursuant to the Tender Documents, the Architect undertakes that the subcontractor agreement with the International Architect shall be on "back-to-back" terms with the provisions of this Agreement (to the extent that they also apply to the International Architect or to the provision of the Planning Services by him), and shall also include, inter alia, the following provisions:

6.1.1. The International Architect undertakes to take an active part in the performance of the Planning Services, at all stages thereof, until completion of the Project works by the Contractors and final handover of the Project to the Client. In this framework, the International Architect undertakes to provide the

Client with all Services within his/her area of 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 him in the Tender as a member of the Core Team throughout the entire period of the Design Work.
- 6.1.3. The International Architect undertakes to participate in the design meetings to be convened by the Architect, the Client or the Manager, together with the Consultants, the Manager and the Client, as may be required for the purpose of advancing the design, and also at the request of the Client or the Manager. To the extent that the Client requires, in writing, the physical participation of the International Architect in a meeting in Israel, the International Architect undertakes to travel to Israel for the purpose of participating in such meeting. The Client shall bear the travel costs as detailed in Section 4.5 of Appendix B to this Agreement.
- 6.1.4. The International Architect shall be jointly and severally liable for the Architect's obligations toward the Client that relate to the International Architect's area of expertise and experience, in accordance with the agreement between the Architect and the Client and as detailed in the Tender Documents, including Annex V to the Tender.
- 6.1.5. The term of engagement between the Architect and the International Architect under the subcontractor agreement shall be for the entire period of the Design Work, until its completion, in accordance with the agreement between the Architect and the Client.
- 6.1.6. Provisions regarding intellectual property rights, including a waiver of moral rights, as set forth in Section 20 below.
- 6.1.7. To the extent required by the Client and/or the Manager, the International Architect undertakes to provide the Planning Services within 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 provide them, directly, with Plans, documents, and design deliverables, as they may require. A copy of the documents shall also be provided to the Architect.
- 6.1.8. The Client may, at its sole discretion, at any time and for any reason whatsoever, including in any case of termination or cancellation of this Agreement, contract directly with the International Architect for the provision of the Planning Services by it and/or step into the shoes of the Architect under the subcontract agreement toward 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 subcontract agreement between the Architect and the 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 effect on the date of the Direct Engagement, the amount that the Client shall pay the International Architect due to the Direct Engagement shall be deducted from the fees payable to the Architect.

All of the above provisions that are included in the subcontract agreement with the International Architect shall be deemed an undertaking for the benefit of a third party, and this shall be stated expressly in all relevant sections of the subcontract agreement. The Architect shall provide the Client with a copy of the agreement executed between it and the International Architect. It is clarified that delivery of the agreement with the International Architect as aforesaid shall not derogate from the Architect's obligations under this Agreement.

- 6.2. Except for the engagement of the International Architect as a subcontractor of the Architect, as set forth 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 prior written approval, after such subcontractors have undertaken in writing to assume all obligations imposed on the Architect under the Agreement that are relevant to the Services to be provided by such 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 performance of the Services through such subcontractors shall not impose on the Client any liability of any kind whatsoever, nor derogate from the liability of the Architect or anyone on its behalf under the Agreement.
- 6.3. Where the Client has approved the Planner's request to engage a subcontractor, the Architect undertakes to enter into an agreement with the subcontractor and, to the extent required by the Client, shall provide the Client with a copy of the executed 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 Monitoring

- 7.1. The Architect shall provide the Manager and the Client, continuously and on an ongoing basis, with reports on the progress of performance of the Services, and shall give advance notice of issues 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 performance of the Services shall also be submitted by the International Architect with respect to the services within his area of responsibility.
- 7.2. The Manager, the Client and/or anyone on their behalf shall be entitled to visit the Architect's office by prior coordination, to review the pace of progress of performance of the Services and the manner in which they are performed, and the Architect shall provide the Client and/or the Manager with any explanation required by them for such purpose.
- 7.3. All reports shall be made in Hebrew, and at the Client's request the reports shall also be made in English.
- 7.4. The Architect shall notify the Manager and the Client in writing of any delay in performance of the Design Work and/or any anticipated delay in completion of the relevant stage in 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 means of progressing with performance of the Design Work in order to overcome the delay and/or the measures taken to prevent the delay and/or to mitigate it. Nothing stated herein shall derogate from the provisions of Section 4.10 above.

- 7.5. The Architect undertakes to update the Client in writing at any time he becomes aware, during the Planning Services, of any deviation from the Project budget. It is known to the Architect that any deviation from the Project budget shall require the Client's prior approval of such deviation.
- 7.6. At any time required by the Client, the Architect shall provide the Client and/or the Manager with a report on the progress of the Project. The aforesaid reports shall include the subjects and details as determined by the Client from time to time, and insofar as they have not been determined, the reports shall include, in addition to the foregoing, reporting on deviations from the Timetable and their significance, a budget update for the Project, financial commitments, current scope of 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 planning stage, during the construction of the Project, and after its completion, details or supplements to the Project Documents, within a reasonable time of receiving the Client's and/or the Manager's request, and without any additional remuneration.
- 8.2. Upon completion of the Planning Services (excluding overall supervision), as set out in **Appendix A** to the Agreement, or in any event in which the Agreement is terminated early for any reason whatsoever, the Architect shall deliver to the Client the originals and copies of all Project Documents, updated as of the date of their delivery to the Client, without any additional remuneration, provided that the Consideration due to the Architect pursuant to **Appendix B** to the Agreement has been paid up to that date.
- 8.3. Upon completion of the overall supervision Services and completion of the Project Works, the Architect shall be responsible for obtaining from the Manager all information required for the purpose of updating, in BIM, the model and the architectural as-built drawings 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 shall be in their final, most up-to-date version and shall reflect the Project as actually executed by the Contractor.

For this purpose, the Architect undertakes to incorporate into the BIM Plans and Project Documents all changes made by the Contractor during the construction of the Project, so that the as-built drawings shall be updated in accordance with the Contractor's execution.

- 8.4. In relation to Sections 8.2 and 8.3 above, the Architect undertakes to deliver to the Client, upon its request, copies and/or CDs in AutoCAD and/or Revit format and/or in any other format, as the Manager may request and in accordance with the format in which the design was prepared, of all Plans and Project Documents, updated as stated in Sections 8.2 and 8.3 above.
- 8.5. The Architect shall be required to back up the Project Documents in a reasonable manner, as required to prevent loss and/or damage to the design materials in its possession.

9. **Design Changes**

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

For the purposes hereof, "Changes" shall include, inter alia, a reduction/increase in the scope of the Project, the subtraction and/or addition of areas and/or structures within the Project, and the implementation of Changes in the design.

- 9.2. Subject to Section 9.3 below, the Architect shall be entitled to an additional fee for carrying out the Changes, in excess of the fee due to it pursuant to **Appendix B** to this Agreement, only (a) if these are material Changes requested and approved by the Client in writing, after completion of a design stage and its approval by the Client, which require the Architect to invest significant effort and which do not result from requirements of the authorities, requirements of law, or any objective constraints whatsoever, including Consultants' requirements; or (b) to the extent that the Changes are required after completion of the specifications, detailed design and approval by the Client, and after issuance of the invitation booklet for submission of bids by execution Contractors.
- 9.3. The Architect undertakes to notify the Client in writing, no later than seven (7) days from the date on which a request to perform Changes was delivered to it and prior to commencing performance of the Changes, that it intends to demand additional Consideration for the requested Changes, attaching an estimate of the additional Consideration requested. If the Architect does not deliver written notice as aforesaid to the Client, it shall be deemed to have agreed that the Client's request for Changes does not entail payment of any additional Consideration whatsoever. The additional Consideration for Changes shall be calculated on the basis of hourly rates that shall not exceed the maximum rate set in the TAKAM instructions (tariffs for engagement with external service providers) for the relevant service provider on the Architect's behalf. Notwithstanding the foregoing in Section 9.2 above, it is agreed that the Architect shall not be entitled to any additional payment from the Client for carrying out the Changes, in any of the following cases:
- 9.3.1. In the event that the Changes were required due to defects and/or deficiencies in the Architect's architectural Design work and/or due to a breach of the provisions of this Agreement by the Architect and/or as a result of the architectural design not complying with the requirements of law and/or the requirements of the Ministry of Health and/or the requirements of any other relevant authority and/or Consultants' requirements, and/or the provisions of the document "Planning Guidelines" or the programme.
- 9.3.2. In the event that the required Changes are not material.
- 9.3.3. In the event that the Changes resulted from the Architect's act or omission, and/or that of anyone acting on its behalf, in the Design work or in coordination with the Consultants, or among the Consultants.
- 9.3.4. In the event that the Changes were required in connection with any of the planning stages or the coordination of the planning with the team of Consultants, prior to the approval of such 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 the Changes requested by the Client constitute Changes entitling the Architect to additional remuneration and/or as to the amount of remuneration to which the Architect is entitled in respect of the Changes performed by it, the Manager shall decide the dispute.
- 9.5. Notwithstanding anything stated elsewhere in this Agreement, it is hereby clarified that the Client shall be entitled to assign the performance of any change in the Design Work, whether during the performance of the Design Work or after the end of the period for performance of the Design Work, to any planner and/or other party, internal and/or external to the Client, all subject to the provisions of any applicable law, if any, regarding the preservation of the character and external form of the structure. The Architect expressly agrees thereto and waives any claim against the Client in respect of the foregoing, including claims in connection with copyright and/or any moral right in connection with the Design Work, and further undertakes to cooperate as required with such party that will perform the Changes, and to comply with any instruction of the Manager and/or the Client in this regard.

10. **Consideration**

- 10.1. In Consideration for the provision of all Planning Services, and subject to the performance of all of the Architect's undertakings and obligations under this Agreement, the Client shall pay the Architect the Contract Fee set forth in **Appendix B**, at the times, rates and upon the terms detailed therein.
- 10.2. The Consideration shall be paid to the Architect in respect of the Services provided by it, provided that the payment is approved by the Manager and by the Client.
- 10.3. It is clarified that the Consideration as aforesaid constitutes the full and final Consideration for the performance of all of the Architect's undertakings under this Agreement. The Consideration includes all of the Architect's expenses for the purpose of providing the Services under this Agreement, and except where expressly provided otherwise in this Agreement, the Architect shall not be entitled to any additional payment whatsoever beyond the Consideration amount stated above, including reimbursement of expenses, and shall not be entitled to any additional payment of any kind or type in respect of the fulfillment of its obligations under this Agreement due to price increases, indexation, extension of the Project works 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 or nature 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 event, to report to the Client and to the Manager in writing immediately in any case in which a commission or benefit as aforesaid is offered to him.
- 10.5. Upon completion of each stage as defined in the Payments Appendix, the Architect shall submit an invoice for payment to the Client, after obtaining thereon the Manager's confirmation of completion of the stage. The Architect may submit partial invoices during the planning stages. The Manager shall approve the invoice, with or without Changes, and shall forward the invoice to the Client for approval.

For the avoidance of doubt, and without derogating from the foregoing, it is further clarified that the submission date of each invoice shall be deemed to be the date

appearing on the “Received” stamp affixed to 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 phases, such that works in part of the Project shall be carried out (or shall not be carried out, at the Client’s discretion) at a later phase, as determined by the Client, the Architect shall have no claim and/or demand against the Client in connection therewith, and shall not be entitled to receive any additional fee or Consideration whatsoever beyond the fee set forth in this Agreement.
- 10.7. The Architect shall be responsible for the payment of all taxes and any other mandatory payment that may apply in connection with the provision of the Services and the performance of his obligations under this Agreement.
- 10.8. The Architect hereby declares that he maintains books of account lawfully and that he is duly registered with the Income Tax authorities, Value Added Tax, and National Insurance. The Architect further declares that he satisfies the conditions set forth 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 Tender submission).
- 10.9. The Client shall deduct from any payment to be made to the Architect under this Agreement any withholding required by law.

11. **Engagement of Consultants**

- 11.1. For the avoidance of doubt, the Planning Services under this Agreement also include management of the Project planning process as a whole, including coordination of the Architect’s Plans with the Plans of the various Consultants, as well as coordination of the planning among the Consultants who shall act in connection with the Project. The Contract Fee does not include the Consultants’ fees, to the extent required.
- 11.2. The Architect shall maintain the liaison required to obtain the 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 also done everything within its power to obtain the information, the absence of which prevents it from performing its tasks.

12. **Liability and Indemnification**

- 12.1. Without derogating from the provisions of this Agreement and/or the provisions of 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 person and/or property and/or business of any person and/or entity, and/or to the Client and/or anyone on its behalf, in the course of 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 its behalf, as stated above, pursuant to a judgment the execution of which has not been stayed, in respect of any expense and/or loss incurred by the Client, including legal costs and attorneys’ fees.

- 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 its behalf, including Contractors, planners, Consultants and other professionals engaged in the Project.
- 12.3. It is clarified that in any case in which an allegation and/or demand is raised and/or a claim is filed against the Client and/or anyone on its 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 that it is within the Client's control, shall 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 cancel the Agreement due to its breach, as stated in Section 16 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 thereof) at any time and for any reason it deems fit, without any need to provide reasons for such step, without the Architect being entitled to receive any compensation from the Client in respect of the early termination of the Agreement, and without the Client being deemed to have breached the Agreement.

The Architect shall include such instruction in its agreements with its subcontractors.

- 14.2. Should the Client decide to bring this Agreement to an end, as stated above, it shall notify the Architect thereof by written notice at least 14 days in advance, and this Agreement shall terminate on the date specified in the notice.
- 14.3. In any event of termination of this Agreement and cessation of the Architect's Services, as stated above, the Client shall pay the Architect, in accordance with the provisions of **Appendix B** to this Agreement, the Consideration due to it in respect of the work actually performed by it up to the date specified in the Client's notice, as stated in Section 14.2 above, against receipt of a letter from the Architect confirming that it has been paid the full Consideration due to it under this Agreement and that it has no claim and/or demand and/or allegation against the Client and/or any of its employees and/or the Manager in respect of the bringing of this Agreement to an end as stated above.
- 14.4. For the avoidance of doubt, it is hereby expressly clarified that the existence of any dispute between the Parties in connection with the cessation of the Design Work or any matter arising from and/or related thereto, including payment of the Architect's fees, shall not constitute grounds for delaying and/or changing the date of termination of the provision of the Services by the Architect, and the Architect hereby undertakes, notwithstanding the existence of any such dispute, to act and comply with all provisions of this Agreement, including Section 14 hereof.

- 14.5. In any case of cessation of the Design Work, for any reason whatsoever, and upon completion of the period for performance of the Design Work under 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 held by it, all Plans and documents prepared by it or held by it, including details and supplements required for and during performance of the Design Work, disks and Plans, permits and correspondence with the competent authorities, and any other material related to the Project; and the Architect shall not be entitled to withhold them, nor shall it be entitled to receive any payment whatsoever from the Client in respect of the foregoing. The Architect further undertakes that, as of the date of 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 to copyright, including the moral rights, in respect of the Project Documents, the Plans, the documents and any other Project materials as aforesaid. The Client shall be entitled to immediately continue the Design Work using the Project Documents or any other material, and to use the Services of any third party for the aforesaid purpose.

15. Termination of the Agreement in Special Circumstances

- 15.1. Without derogating from the Client's rights to terminate the Agreement due to its breach, as set forth 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, in 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 becomes aware, in its discretion, that the Project Architect and/or the International Design Manager do not personally supervise the Services and/or are not personally involved in the Design Work and/or that they have ceased to be employed by the Architect and/or the International Architect, as the case may be, or that they 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, in the event that it has entered into an arrangement with, or for the benefit of, its creditors, or in the event that the Architect is in liquidation proceedings.
- 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 offence which, in the Client's opinion, may impair the performance of the Architect's undertakings 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 by a material breach or by a non-material breach which 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 to recover from the Architect all of its damages.

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

- 16.2. Furthermore, if the Client and/or the Manager gives the Architect written notice that he is not progressing with the work at the appropriate pace and/or is not performing it properly and/or in accordance with his obligations under this Agreement, and the Architect has not taken, within the period specified in the notice, steps that are sufficient, in the opinion of the Client and/or the Manager, to remedy the deficiencies referred to in the aforesaid notice, the Architect shall be deemed to have breached this Agreement, and the Client shall, in such case, be entitled to terminate the Agreement without any further notice.
- 16.3. If the Architect breaches one or more of his obligations under this Agreement, he shall be obligated to pay the Client compensation for the damages and losses incurred by the Client as a result of such breach, without derogating from the Client's right to seek any other legal remedy against the Architect.

17. Assignment of Services to a Third Party and Use of the Plans

- 17.1. In any case of termination of the Agreement in accordance with 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 its sole discretion.
- 17.2. The Architect declares and undertakes that, in any case of cessation of the Services for any reason whatsoever, he shall not apply to any court for an injunction and shall not take any action that may delay and/or prevent the Client from completing the Project works in the manner and on the terms that the Client may deem appropriate, at its sole discretion. Nothing stated above shall derogate from the Architect's right to apply to a court of law for monetary relief in this matter.
- 17.3. In addition, in the event of such cessation of the Services, the Client shall be entitled, for the purpose of carrying out the Project, to use any and all Project Documents and all Design Work and Services provided by the Architect, and the Architect shall have no claim and/or demand and/or cause of action in connection with the foregoing. Upon the Client's request, the Architect shall deliver to the Client any plan, drawing, or document prepared by him or in his 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 subcontract 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 Agreement, it is hereby agreed and declared that the Client shall be entitled to instruct the Architect to temporarily cease the performance of the works and/or any part thereof, at any time and for any reason whatsoever, at the Client's sole and absolute discretion, and such instruction shall not be deemed a breach of the Agreement.
- 18.2. If the Works are temporarily suspended, in whole or in part (hereinafter: "**Suspension Period**"), as aforesaid, the Architect shall not resume them unless and until it has received a written instruction from the Client to do so.
- 18.3. If the Project Works are temporarily suspended, in whole or in part, the Architect shall not be entitled to any payment in respect of the Suspension Period.
- 18.4. If the Suspension Period exceeds 12 months, either party shall be entitled to bring this Agreement to early termination, and the provisions of Section 14 shall apply mutatis mutandis.
- 18.5. In the event that the Project is resumed following the Suspension Period, the Architect shall be granted a first right to continue the Design Work in the Project prior to approaching another architect.

19. **Assignment of Rights and Obligations**

- 19.1. Subject to what is expressly stated in this Agreement, the Architect shall not be entitled to transfer and/or assign and/or convey and/or pledge, in any manner whatsoever, any of 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 delegate to another the performance of the Services, or any part thereof, directly and/or indirectly, except with the Client's prior written consent. Should the Architect transfer any of 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, as guarantor, toward the Client and anyone on its behalf, for the due performance of all obligations imposed on the Architect under this Agreement, unless otherwise expressly agreed in writing 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 as it sees fit, without being required to obtain the Architect's consent thereto, including in the event that the Client enters into an engagement with a Contractor for the execution of the Project in a design-build format.

20. **Intellectual Property**

- 20.1. The intellectual property in all Project documents that were designed, prepared, or created for the Client or for the Project by the Architect or anyone on the Architect's behalf, and any other material relating to this Agreement (together: the "**Intellectual Property**"), shall at all times be, and shall remain, the property of Peres Negev. The intellectual property rights as aforesaid shall include copyrights of every kind and description, including trade secrets and other related 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 relating to this

Agreement and/or to the Project, and all the aforesaid rights shall belong exclusively to Peres Negev.

It is further 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 Peres Negev.

- 20.2. The Architect hereby waives the moral rights in the Project, in the Project documents and/or in any part of the Project that will be constructed pursuant thereto.
- 20.3. For the avoidance of doubt, it is hereby expressly agreed between the parties that Peres Negev shall be entitled to make any change and/or addition of any kind whatsoever, as it deems 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.
- 20.4. Pursuant to the government 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 gives its consent that Peres Negev shall, upon execution of this Agreement, grant the Client a license to make any use of any kind and description, as well as any Changes, in all 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 is transferred to the ownership of Peres Negev under Section 20 hereof, in accordance with the terms of the agreements executed and/or to be executed between Peres Negev and the Client. This license shall remain in force for as long as the permit that the Client has received and/or will receive to plan, establish and operate the Hospital remains in effect.
- 20.5. The Architect hereby waives any right of lien available to it, to the extent available, in the Project Documents and/or any part of the Project and, without derogating from any other provision of this Agreement, undertakes to deliver to the Client the Project Documents, both in hard copy and in digital format, at any time, immediately upon the Client's first demand.

21. The Architect's Status as an Independent Contractor

- 21.1. The Architect declares that nothing in this Agreement or any of its terms is intended to create an employer–employee relationship between the Architect or anyone on its behalf and the Client, and that all employees engaged on its behalf for the purpose of performing its obligations under this Agreement shall be, and be deemed to be, employees of the Architect only, and no employer–employee relationship shall exist between them and the Client.
- 21.2. It is hereby declared that the Architect is an independent Contractor, and that all payments in respect of income tax, National Insurance, and any tax, levy, compulsory loan, and any other social payment, as well as all other expenses, including any other payment applicable to an employer under applicable law and any collective agreement applicable to the terms of employment of its employees, as well as all risks and liability in connection with the performance of the Architect's work, shall apply to the Architect and shall be paid by it, and the Client shall not be responsible therefor in any 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 in respect of any demand, claim and/or allegation brought against the Client by the Architect and/or any of its employees and/or 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 pursuant to any agreement, arrangement, law, extension order, custom and the like; provided that the Client shall notify the Architect of any such demand, claim or allegation shortly after receipt thereof and, to the extent dependent on the Client, shall enable the Architect to defend against it.
- 21.4. It is hereby agreed that the Client shall not bear any vicarious liability whatsoever for the acts and/or actions of the Architect, any of its employees, or anyone on its behalf, toward any authority or any third party, since the Architect is an independent Contractor and is not an employee of the Client.

22. **Confidentiality**

- 22.1. The Architect undertakes to keep confidential and not to transfer, deliver, or bring to the attention of any person any information that comes, or has come, to his knowledge in connection with this Agreement, whether during the performance of the Agreement, prior to its performance, or thereafter, except with the Client's prior written consent. The provisions of this Section shall not apply to the transfer of information required for the purpose of performing the Architect's duties pursuant to this Agreement. The Architect shall ensure that his employees, agents, owners, managers and/or anyone acting on his behalf shall likewise comply with the undertakings set out in this Section.
- 22.2. It is agreed by the Parties that the provisions of Section 22 hereof (including all of its subsections) shall remain in force during the term of engagement and thereafter, even if this Agreement is cancelled for any reason whatsoever or terminates automatically.
- 22.3. The Architect, or anyone acting on his 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 thereto, including, without derogating from the generality of the foregoing, any record, drawing, plan, specification, formula, process and/or document and/or information related to research and development matters of the Client, professional secrets, trade secrets, customer details, marketing, distribution, and advertising methods, prices, calculations, discounts, transaction details, work methods, salary and/or employment terms, the Client's security arrangements, the Client's business intentions, details regarding the Client's managers and/or employees, or any other information that came to his knowledge from the Client and/or anyone acting on its behalf, in connection with the Client (hereinafter: **"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 media for storing information and/or any photographed and/or printed and/or reproduced object and the like, containing all or any part of the Classified Information, except for such delivery and/or transfer to the Architect's employees for whom the

Classified Information is necessary 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 copying, production, sale, transfer, imitation, or distribution, of the Classified Information, in whole or in part, except with the Client's prior written consent.
- 22.3.4. Not to remove any Classified Information that was provided to the Architect with notice that the Architect is not permitted to remove it 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 issued by the Client from time to time, and to ensure that each of the Architect's employees working on the Project acts accordingly.
- 22.3.7. Immediately upon completion of the provision of the Services 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 anything 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 relating to the Client and/or containing the Classified Information, in whole or in part, except for one copy of the Plans that the Architect is required to retain by law.
- 22.3.8. To clarify to each employee of the Architect working at the Client's premises his duty to maintain the confidentiality of the Classified Information.
- 22.3.9. In any case in which the Architect or anyone on its behalf breaches any of the Architect's undertakings above, the Architect shall be obligated to indemnify the Client for any and all damages and/or expenses incurred by the Client as a result of such breach, including legal costs and attorneys' fees and VAT as required by law, without derogating 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 any part thereof, shall not be deemed 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 material details of the information, and further provided that it did not become part of the public domain as a result of a breach of this Agreement.
 - 22.3.10.2. Information that is in the possession or knowledge of the Architect, or anyone on its behalf, and that came into the possession or knowledge of the Architect, or anyone on its behalf, from any third party that is not acting on behalf of the Client, provided that such third party has the legal right to disclose the information.

- 22.4. The Client may use the Architect's name when publicizing the Project, without the Architect being entitled to any Consideration and/or payment and/or any additional compensation whatsoever beyond the fee stipulated in this Agreement. The Architect may use the Project's name when presenting it as part of the Architect's professional experience and reputation, without being required to pay the Client any payment whatsoever for such use.

23. **Conflict of Interest**

- 23.1. The Architect undertakes that no conflict of interest shall exist between the Architect's declarations and undertakings under this Agreement, for the purpose of providing the Services, and the Architect's business, professional, or personal relationships—whether in return for salary or any benefit whatsoever, or without Consideration—including any transaction or undertaking involving a conflict of interest.

"Conflict of Interest" means a conflict of interest or a concern of such a conflict of interest.

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

24. **Defects Liability Period**

- 24.1. The Architect shall assist the Client as required during the Contractors' Defects Liability Period, and shall advise and supervise the performance of remedial works, as requested by the Client.
- 24.2. The Architect shall be responsible for any defect or fault discovered in the Project, the source of which is solely an error or defect in the performance of the architectural Design Work.

25. **Priority Between Documents**

- 25.1. This Agreement includes and reflects all of the terms and provisions governing the engagement between the Parties, and it shall prevail over any promise, consent, declaration, representation, understanding, or agreement, if made, between the Parties, whether orally or in writing, prior to the execution of this Agreement.
- 25.2. In any event of a contradiction or inconsistency between a provision in any appendix attached to this Agreement (including the Tender Documents) and any provision of this Agreement, or between one appendix and another, the provision granting the Client the greatest rights shall prevail. The Architect shall bring any such inconsistency to the Client's attention.
- 25.3. In the event the Architect discovers a contradiction in provisions or instructions, the Architect shall apply to the Manager in writing and obtain the Manager's instructions in writing.
- 25.4. If a contradiction is discovered between a provision of this Agreement and a provision of another agreement in the Project, the resolution of which is required for the full and proper performance of the Project, the Manager shall resolve the contradiction at the Manager's sole discretion and shall provide the Architect with written notice thereof.

26. **Miscellaneous**

- 26.1. This Agreement constitutes the entire agreement, understandings, stipulations, representations, and intentions between the Parties, and supersedes any document and/or draft and/or representation and/or undertaking, whether in writing or oral, that was expressly or impliedly given by either Party to the other prior to the execution of this Agreement with respect to any matter whatsoever related to this Agreement.
- 26.2. Upon execution of this Agreement, which constitutes the complete and binding agreement between the Parties, any and all agreements and/or memoranda of understanding and/or consents and/or declarations and/or undertakings and/or publications and/or prior drafts of this Agreement that were made, if at all, between the Parties in connection with the Project are hereby null and void, and the Client shall not be bound in respect of any of the foregoing.
- 26.3. If either Party waives, in favor of the other, a breach of any provision of this Agreement and its appendices, such waiver 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 be valid only if made in writing and signed by such 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 in Tel Aviv shall have exclusive local jurisdiction for all matters related to this Agreement, and the law applicable to the engagement under this Agreement shall be Israeli law only.

27. **Notices and Addresses**

- 27.1. The Parties' addresses for the purposes of this Agreement are as specified in the preamble to this Agreement.
- 27.2. Any document in connection with this Agreement that is sent by registered mail to the above address of either Party shall be deemed received by the addressee upon the lapse of 3 days from the date of posting at a post office in Israel.

A document sent by facsimile shall be deemed received on the first Business Day following the time of transmission, and a document delivered by hand shall be deemed received at the time it is delivered to the Party.

IN WITNESS WHEREOF, the Parties have executed hereunder:

The Client

The Architect

Appendix A
Planning Services

A. Design Work – General

- 1.1. The Project shall be designed using the Full Detailed Design method and the BIM methodology from its inception and throughout the entire design and construction 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 exterior areas, and management of a BIM model. In addition to an experienced Planning Team in hospital design, the Architect shall provide, on its behalf, an experienced planner/engineer to work in BIM. BIM management shall be performed by an experienced party in the field engaged by the Client. The Architect declares that, in calculating the Consideration, it took into account the fact that the Project shall be managed in BIM, and no additional payment shall be paid to the Architect in respect thereof. The party to be appointed by the Architect to work in BIM 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 specified in the Agreement and in this Appendix. The Planning Services shall be performed in stages, at the Client's discretion, in accordance with Notices to Proceed to be issued to the Architect from time to time. The Client does not undertake to order the Planning Services for the entire Project from the Architect. At each stage, the Planning Services shall include all components of the architectural work required to complete that stage of the Project in respect of which the Notice to Proceed was issued, until delivery to the Client.
- 1.3. Any deviation from the Project's Budget Framework requires the Client's prior written approval. If, at any stage of the Design Work, the Architect determines that it will not be able to comply with the Project's Budget Framework, it shall immediately notify the Manager in writing, attaching a detailed explanation.
- 1.4. The Design Work shall be carried out under administrative reporting to the Manager with respect to maintaining the Project's Budget Framework and the Project schedule, and compliance therewith throughout the performance of the Project; all without derogating from the requirement to obtain the Client's approval, and for the purpose of receiving all programmatic data as may be updated from time to time, for the performance of the Design Work. It is hereby clarified and agreed that the aforesaid administrative reporting does not derogate from the Architect's obligations under the provisions of the Agreement.
- 1.5. The Architect shall base the Design Work on the data, baseline parameters, and instructions delivered and/or to be delivered to it from time to time by the Manager and/or the Client, as well as on any design from earlier stages approved by the Manager and the Client. The Architect shall meticulously comply with the aforesaid instructions and take into account the aforesaid data and baseline parameters, unless

it has received written instruction or written approval from the Manager and/or the Client regarding amendments thereto and/or additions thereto.

- 1.6. The Architect shall be responsible for coordinating the design and the Design Work and integrating them with the Design Works to be performed by all Consultants, including, as required, coordination between the Design Works to be performed by the various Consultants (superposition). Within this framework, the Architect undertakes to coordinate among the Project Consultants, including, without limitation, all medical systems up to and including the end devices, and to convene coordination meetings as required for coordinating the Design Works among all Consultants and the Architect. To the coordination meetings, the Architect shall invite the Manager and the supervisor, and any other person whom the Client or the Architect deems appropriate. The Architect shall bring to the attention of the Manager and the supervisor any disputes regarding coordination matters. For meetings at which the presence of the International Architect is required and/or at the request of the Manager or the Client, the Architect shall also invite the International Design Manager and any person on behalf of the International Architect whose participation is necessary for the purpose of advancing the design. Unless the Client requests otherwise, the participation of the International Design Manager and any person on behalf of the International Architect in the aforesaid in-person meetings shall be virtual/online. The participation of the International Design Manager in such meetings constitutes a fundamental condition of this Agreement.
- 1.7. The Architect is required to prepare for a hybrid working methodology, under which concentrated and full design workshops shall be held at a location to be determined by the Client, in a scope of up to two (2) days per week. These workshops shall be held in addition to the ongoing meetings that shall be conducted on the remaining days of the week in an online format. Personal attendance at the concentrated in-person workshops is mandatory for the Project Architect and the Medical Architect. The Consideration for participation in these workshops, in all its aspects, is included in the Contract Fee set forth in the Agreement and its appendices, and no additional payment or increment to the Contract Fee shall be payable in respect thereof.
- 1.8. The Architect shall take into account, in the design, the methods of execution, and shall incorporate in the design temporary solutions for the execution period.
- 1.9. If a defect is discovered in the performance of the Design Work, the Architect shall examine the cause of the defect and shall propose to the Manager ways to rectify the defect, without prejudice to the Architect's responsibility for defects discovered in its work.
- 1.10. The Architect is responsible toward the Client for ensuring that the design complies with the requirements of law, the statutory town planning scheme (City Building Plan), Israeli Standards, the competent authorities, and for obtaining all approvals required for the design of the Project, without prejudice to the other provisions of this Agreement and in addition to the Client's rights pursuant to other sections of the Agreement.

- 1.11. The Architect shall submit the Plans for the review of the Manager and/or the Client, upon their request, at any stage at which it is requested to do so. The Architect undertakes that the International Architect shall also transmit directly to the Client and/or to the Manager, upon their request, Plans, documents, and design deliverables prepared by it in connection with the Project.
- 1.12. The Client shall, as necessary and at any time, at its sole discretion, provide external Consultants and/or Consultants who are employees of the Client with the design of various parts or various disciplines of the Project, and supervision of their execution, for the purpose of establishing the Project.
- 1.13. The Architect undertakes to coordinate the work of the external Consultants. The Architect undertakes that the design within its scope of responsibility shall not exceed the Project's budgetary framework. Without derogating from the generality of the foregoing, and in addition thereto, the Design Work shall be carried out in accordance with the stages of the Design Work specified in this Appendix. It is clarified that the Design Work shall include any task or other work required, in accordance with best professional practice and as customary for a lead planner in a project of the type that is the subject of this Agreement, in order to complete the design in a professional and cost-effective manner and on schedule, and as instructed by the Manager or the Client, even if such task or work is not detailed in the Agreement or the Tender Documents.
- 1.14. Transition from one design stage to another shall be made in accordance with the Client's written instructions, after receipt of the Manager's written recommendation. It is agreed that the Manager may, for any reason whatsoever, refrain from giving the Architect an instruction to commence any stage among the specified stages of the Design Work, even if, as a result, the works are delayed. The Manager may also instruct the Architect in writing, from time to time and for any reason whatsoever, to delay or modify the pace of the works.
- 1.15. The Client may approve in writing, to the Planner, the completion of a certain phase, or the completion of a sub-phase or sub-phases.
- 1.16. A breach of the provisions of this Section, including its sub-sections, by the Architect shall constitute a material breach of this Agreement.

B. Scope of the Planning Services and Overall Supervision

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

For the avoidance of doubt, it is hereby clarified that the list of actions set out and detailed below relates to all phases and to the Project as a whole (notwithstanding that the Client shall be entitled to issue the Architect Notices to Proceed for the provision of Planning Services only for certain parts or specific buildings within the Project).

It is further clarified that the list of actions below is not exhaustive, and that the Architect shall perform, in addition thereto, any additional work that may be requested by the Client and/or its authorized representative, as required in order to achieve the objective underlying each and every phase, with respect to the part of the Project for which a Notice to Proceed has been issued and/or in respect of which the Design Work has been divided.

All of the provisions set out below shall apply, mutatis mutandis, to the Design Work that will be included in each of the Notices to Proceed to be issued to the Architect (which may include only a specific part of the Project or only a specific building).

1.1. Phase "A" – Preliminary Design (including a master Plan and site development plan) of the Project

This Section relates to the preliminary and early design phase, including the master Plan and site development Plan and the buildings in the Project. Preparation of the master Plan and site development Plan shall be carried out within this phase in accordance with the instructions and scope of work set out in Chapter VI of this Appendix below.

This phase includes, inter alia, the following Services:

- 1.1.1. Thorough familiarization with the Project and the Project's scope, including review of the applicable Plans, the Project site area and the surrounding context, the provisions of the statutory zoning Plan (Taba), including review of the Program (brief) and any conceptual planning in relation to the Hospital and the entire campus being advanced by the Client.
- 1.1.2. Review of the Project's needs, including examination of the site's potential and the Project site area.
- 1.1.3. For the purpose of completing the initial planning, the Architect shall ensure that it receives from the Manager all information relating to the Project, and shall verify such information against the on-site data, including, without derogating from the generality of the foregoing, measurements, in coordination with the Manager and the Consultants.
- 1.1.4. Clarification of the Program with the Manager and/or the Client, visits to the Project site, formulation and refinement of the architectural Plans, consultation and coordination with the Consultants.
- 1.1.5. Making inquiries with the competent authorities and/or any other relevant body regarding the legal and other issues involved in the planning of the Project and in obtaining permits/approvals for execution of the works (including the Ministry of Health).
- 1.1.6. Making inquiries with the Client regarding any and all issues and/or constraints involved in the planning of the Project.
- 1.1.7. Preparation of planning alternatives as detailed below:

(a) At least 3 planning alternatives for organizing the Program for the entire campus in its final state. The alternatives shall be presented by means of a presentation that describes the alternatives in detail, including relevant appendices, renderings, Plans, comparative tables of alternatives, in accordance with customary practice and the Client's instructions, and anything required in order to bring the matter to a decision ("**Conceptual Planning**");

(b) After organizing the Program and deciding on the selected alternative for the campus's final state, the Architect shall prepare the selected alternative as a Development and Construction Plan, in accordance with the provisions of Chapter VI of this Appendix.

(c) The Architect shall prepare at least 3 planning alternatives for the buildings in Phase A, including analysis of the buildings' typology, areas, floors, stacking of the functions defined in Phase A in accordance with the programmatic information, Plans, sections, 3D renderings, and anything required for a decision for the preliminary planning for Phase A as defined in the Agreement (i.e., preparation of at least 3 alternative preliminary Plans for the buildings in Phase A), and shall assist the Client in selecting the desired alternative.

The Architect shall assist, in cooperation and coordination with the Manager and the Client, in calculating the cost of the planning solution selected by the Client, shall ensure that it does not exceed the Project's Budget Framework, and shall, at its own expense, amend the Plans as necessary in order to prevent any deviation from the Project's Budget Framework, within the timeframe instructed by the Manager.

- 1.1.8. Preparation of all required Plans and three-dimensional (3D) visualizations, and completion thereof as necessary for completing the Project's overall preliminary design, in accordance with best professional practice and pursuant to the Architect's professional discretion and the Manager's professional discretion.
- 1.1.9. Provision of data to the Consultants for the preparation of a preliminary estimate of the cost of the works within their respective scopes of responsibility.
- 1.1.10. Assistance to the Manager in preparing a preliminary estimate of the cost of the Project's finishing works.
- 1.1.11. Assistance, as required, to the Manager and the Client in architectural aspects for the purpose of medical licensing, planning the Hospital's emergency preparedness, and obtaining regulatory approvals.
- 1.1.12. The Architect shall present to the Manager and the Client functional schemes, prepared in cooperation and coordination with the Consultants, to

be presented in relation to the Project, including adjacency diagrams, a comparison between alternatives and the parameters for their evaluation, and the like.

- 1.1.13. The Architect shall present to the Manager and the Client a list of the functions and their areas, as well as the system of relationships and the quality of the relationship between the functions (bubble diagram), and shall implement any correction required by the Manager.
- 1.1.14. Obtaining the Client's approval to proceed to the second-stage planning 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 and the Client's Consultants, including documentation and computerized drawings on the media customarily used by the Client, as well as the accompanying calculations and documents, and incorporation therein of such Changes as may be required by the Client and/or the Manager;
- 1.2.2. Carrying out planning supplements in accordance with the Consultants' instructions.
- 1.2.3. Preparation of final drawings at a scale of 1:100, depicting all objects and components integrated into the design (including marking on the drawings the connection points of the various mechanical systems, such as: electricity, water, sprinklers, fire detection, communications, gas, etc.).
- 1.2.4. Adaptation and updating of the final drawings in accordance with the requirements of the various authorities (Home Front Command, Fire and Rescue Services, and the like) and in accordance with the Client's requirements, and coordination of the final drawings with all Consultants, including the Hospital's emergency preparedness.
- 1.2.5. Updating the preliminary estimate of the cost of executing the Project, in accordance with Changes made to the final design, all subject to the budgetary framework specified in the Agreement, in coordination with the Manager.
- 1.2.6. Preparing final Plans describing the final configuration of the Project, including floor Plans, including the layout of the furniture and medical equipment, as well as elevations and sections as required, in coordination with the Consultants.
- 1.2.7. Revising the Plans and/or the calculations and/or the accompanying documents, as necessary and/or pursuant to the instruction of the Manager

and/or the Client and/or the requirements of the authorities and/or the requirements of relevant State representatives.

- 1.2.8. Completing all that is necessary to complete this stage, in accordance with the professional judgment of the Architect and the professional judgment of the Manager.
- 1.2.9. Preparing a preliminary furniture Plan showing the furniture and equipment layout and describing the principal concept of the proposed design, in consultation with the Consultants.
- 1.2.10. Obtaining the Client's approval to proceed to the third design stage 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 the obtaining of the permit by 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, inter alia, the fire department) in order to obtain all permits and approvals required for execution of the Project works. The Architect is aware that it may be required to submit several applications for permits and permit amendments, according to execution phases, the instructions of the statutory Plan (TABA) and/or the lease agreement, and the manner and scope of the works, as determined by the Client. It is clarified that this has been taken into account in calculating the Consideration, and no additional payment shall be paid to the Architect in the event of splitting the permits and submitting permit amendments.
- 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 necessary; and providing ongoing handling toward the Client, the planning committees, and the authorities, until receipt of the building permits and all approvals required for execution of the Project works.
- 1.3.3. Since a development and site Plan constitutes a condition for the issuance of building permits, and insofar as, upon completion of the final design, it is required to update the development and site 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, inter alia, the Services detailed below:

- 1.4.1. Preparation of detailed construction drawings, sufficiently detailed and explained for execution of the Project; design of building details, finishing details and supplementary details for all parts of the Project, including

finishing works in respect of all areas of the Project, including preparation of setting-out and furniture Plans, lighting design, ceiling and lighting Plans, floor cladding/finish Plans and finishes.

- 1.4.2. Preparation of opening schedules (frames, aluminium, joinery).
- 1.4.3. Preparation of an interior design Plan in respect of all internal parts of the Project, coordinated with electrical, HVAC, plumbing and the like.
- 1.4.4. Review of the superposition Plan in accordance with the Architect's design.
- 1.4.5. Superposition design and systems coordination as specified in **Appendix A/1** to the Agreement, without derogating from the Architect's responsibility to review the superposition plan.
- 1.4.6. Preparation, in cooperation and coordination with the Manager and the Consultants, of the detailed design, including architectural and other building details in respect of all elements of the Project, at a scale to be determined by the Manager. The details shall be clear and shall be accompanied by appropriate explanations.
- 1.4.7. Assistance in preparing the technical specification and advice in preparing 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 scale 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, computerized methods and computer-based data presentation.
- 1.4.8. Editing and submission of any other or additional material required, as determined by the Architect in its professional judgment and/or pursuant to an instruction of the Manager and/or the Client, for the purpose of issuing invitations to receive proposals and/or entering into engagements with Contractors, all subject to the approval of the Manager and the Client.
- 1.4.9. Preparation of all Plans and details required for execution of the Project, including:
 - 1.4.9.1. Preparation of elevations for all rooms in the Project, including rooms, restrooms, storerooms, corridors, vestibules, lobbies, etc.
 - 1.4.9.2. Various joinery details.
 - 1.4.9.3. Schedule of internal doors and windows, including hardware details and schedules.
 - 1.4.9.4. Details of various types of ceilings.
 - 1.4.9.5. Kitchenettes – definitions and details.
 - 1.4.9.6. Definitions of certain areas in accordance with the design.

- 1.4.9.7. Fixed furniture drawings for the furniture Tender and/or drawings for the relocation of existing furniture.
- 1.4.9.8. Preparation of a loose furniture schedule.
- 1.4.9.9. For the avoidance of doubt, it is hereby clarified that the drawings and details shall be presented for each and every room, and not only for one room by way of example.
- 1.4.10. Handling the obtaining of approvals from the competent planning authorities, as required.
 - 1.4.10.1. Advisory Services at the material selection stage, including coordination of all interior and exterior finishing materials (advice and recommendation regarding selection, review and approval of various materials and products).
 - 1.4.10.2. Preparation of a colour palette presentation and selection of materials (at least 3 options for the Client's selection).
- 1.4.11. Review of technical specifications and bills of quantities for tenders in connection with the design and execution of the works that are the subject of the Services, including coordination and integration of the Consultants' specifications into the general specifications.
- 1.4.12. Coordination with the various Consultants for the integration of electro-mechanical and other systems, such as: air conditioning, lighting, electricity, telephone, computers, etc.; and review and approval of the Consultants' drawings.
- 1.4.13. Coordination of all finishing materials (advice and recommendation regarding selection, review and approval of various materials and products).
- 1.4.14. Assistance in preparing materials for obtaining bids from Contractors, including drawings, specifications, bills of quantities and estimates.
- 1.4.15. Interior design, including fixed furniture (fixtures), floor finishes and wall cladding, lighting, acoustic ceilings, and the layout of partitions/walls, including overall workstation planning.
- 1.4.16. Advising the Client in establishing lists of Contractors, service providers and manufacturers for obtaining proposals for execution of the Project; participation in Contractors' site tours; preparation of written responses to Contractors' questions; and advice regarding the proposals submitted in the Project tenders until selection of the successful bidder.
- 1.4.17. Participation in ongoing design and execution coordination meetings, together with the Consultants.
- 1.4.18. Mock-up design, as necessary, and provision of advice in selecting materials, while ensuring compliance with the Budget Framework.

- 1.4.19. Preparation of a preliminary budget estimate of the cost of executing the Project's finishing works (based on a price per net sq m) in accordance with the final drawings approved by the Client, and updating such estimate in accordance with any Changes made to the design, if any, at the detailed design stage in collaboration with the Manager.
- 1.4.20. The Architect undertakes to complete everything required for completion of this stage, in accordance with the Architect's professional discretion and the Manager's professional discretion.
- 1.4.21. Receipt of the Client's approval to proceed to planning for the fourth stage, as detailed below.

Continuation of the Detailed Design Stage – Selection of a Contractor and Completion of Plans for Execution:

- 1.4.22. The Architect undertakes to update the architectural and planning drawings, in coordination with the Consultants, the Client and the Manager, and in accordance with their instructions, and to convert them into Plans for execution prior to issuing an invitation for Contractors to submit bids, in accordance with non-programmatic Changes that will occur at this stage, if and to the extent they occur, which shall apply during the planning of the Project, while maintaining the Project's Budget Framework and upon receipt of the Manager's approval for any such update, all subject to the Client's approval. The Architect further undertakes to make the Changes required in the detailed design, including the accompanying documents, in order to preserve the Project's Budget Framework.

It is emphasized: a request for bids from Contractors shall be issued only after completion of all Plans for execution.

- 1.4.23. Preparation of amendments to the aforesaid Plans, in accordance with the instructions of the Client and/or the Manager, during the bid-invitation procedures and during execution of the Project.
- 1.4.24. Ongoing and full accompaniment of the bid-invitation process, which shall include, inter alia, providing explanations and responding to questions from Contractors participating in the bid-invitation procedures.
- 1.4.25. Examination of execution alternatives proposed by the Contractors; preparation and submission of the Architect's professional opinion and recommendation regarding their conformity with the design requirements.
- 1.4.26. The Architect undertakes to perform any required action and to complete everything necessary for completion of this stage, in accordance with the Architect's professional discretion and subject to the Manager's professional discretion.

1.5. Stage E – Supreme Supervision over Execution of the Project

Without derogating from the applicability of the Planning and Building Regulations (Supreme Supervision over Construction), 1992, regarding the provision of Supreme Supervision Services by the Architect in relation to the Project, this stage shall include, inter alia, the Services detailed below:

- 1.5.1. Supreme Supervision over 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 is aware that, in light of the scope and complexity of the Project, at certain stages of execution, all or part thereof, the daily presence of one or more representatives on behalf of the Architect at the site will be required, in order to provide responses to issues and matters arising on site during execution of the works, all in accordance with the Client's requirements and the needs of the work.
- 1.5.2. Overall supervision of the implementation of the Changes and corrections that the Contractor is obliged to perform, whether during the period of execution of the works in the Project or during the Occupancy and Defects Liability Period, as defined in the Agreement.
- 1.5.3. Reporting to the Client and/or the Manager on the progress of the works at the Project site after each site visit.
- 1.5.4. Ongoing advice to the Manager and the Client in all matters relating to the execution of the works, including, inter alia, advice and recommendations to the Client regarding the ordering of equipment and the selection, testing, and approval of materials and products.
- 1.5.5. Providing explanations, inter alia, to the Manager and the Client at the Project site, and answering their questions at any time.
- 1.5.6. Participation in regular design and construction coordination meetings, together with the Project's Planning 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 its representative approved for this purpose by the Manager, in accordance with the needs of the Project, as required for the performance of the overall supervision of the execution of the works. The Architect further undertakes to visit the site at the request of the Manager or the Client, at times to be determined in advance by the Client and/or the Manager.
- 1.5.8. During site visits, the Architect shall carry out overall architectural supervision and shall act as follows:
 - 1.5.8.1. The Architect shall supervise the Project construction works and shall ensure that the works are performed in accordance with the Plans, including any Changes incorporated therein.

- 1.5.8.2. The Architect shall coordinate among the various Consultants and Contractors in matters relating to the architectural design and shall integrate their work into the execution of the Project construction works.
- 1.5.8.3. The Architect shall be available at all times to respond to the Contractors' questions and shall provide the necessary explanations, as required.
- 1.5.8.4. The Architect shall participate in the examination of the Contractors' claims and in the settlement of disputes that may arise between the Contractors and the Client in connection with the execution of the Project, and shall advise the Manager and the Client in this regard, all in accordance with the requests of the Client and the Manager.
- 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 instructions for execution (as distinguished from providing explanations regarding the design) and/or to conduct negotiations with them in connection with any matter, other than through the Client and/or the Manager.
- 1.5.8.6. The Architect shall sign any document and/or approval and/or certificate for which his signature is required by law for the purpose of obtaining approvals from the competent authorities, including, without prejudice to the generality of the foregoing, for the purpose of obtaining a certificate of completion, an occupancy permit, and the like.
- 1.5.8.7. The Architect shall update the Plans and specifications in accordance with Changes made during execution of the Project.
- 1.5.8.8. The Architect shall review and approve shop drawings of subcontractors, manufacturers, and suppliers.
- 1.5.8.9. The Architect shall complete all that is required to complete this stage, in accordance with the Architect's professional opinion, the Manager's professional discretion, and the Client's requirements.
- 1.5.8.10. In the event of issues arising from missing design details that delay progress of the Works on site, the Architect undertakes to station an architect at the site on a permanent basis throughout daytime hours, in order to close gaps within the period required, as determined by the Manager and/or the Client.
- 1.5.9. Participation in the clarification of the Contractor's claims and in the settlement of disputes that may arise between the Contractor and the Client and/or the Manager in connection with execution of the Project, whether during the period of the Project Works or during the Defects Liability

Period, and provision of advice to the Client and/or the Manager on this matter—all in accordance with the Client's requirements.

- 1.5.10. Acceptance of the Works and approval of completion, in coordination with the Consultants, including issuance to the Project Contractor of a "Certificate of Completion", signed by the Architect, confirming that the Works were performed to the Architect's satisfaction and in accordance with the provisions of the works contract.
- 1.5.11. Updating the Plans in accordance with Changes made during the Works, and submission of "As-Built Drawings" (AS-MADE) to the Client after completion of the Works.
- 1.5.12. Assistance in all matters required of the Architect for issuance of a certificate of completion and an occupancy permit for the Project.

C. Site Visits Within the Framework of the Overall Supervision Services

- 1. For the avoidance of doubt, the frequency of the Architect's visits to the Project Site within the framework of the Overall Supervision Services shall be in accordance with need, the law, and accepted practice, taking into account the stages of execution of the Project, the pace of execution, the nature of the work and its complexity, in accordance with the provisions of any applicable law, and also in accordance with issues that may arise during execution that require solutions to be provided at the place of execution itself and/or the provision of immediate solutions.
- 2. Without derogating from the generality of the foregoing, the Architect shall be obligated to conduct a site visit at the Project site in each of the following cases, as required, in accordance with law and accepted practice:
 - 2.1. Upon completion of any work stage by the Contractor, after which it is no longer possible to examine the quality of the workmanship and its conformity with the design.
 - 2.2. When testing the operation of electromechanical equipment or other mechanical equipment (in which case the Architect shall be assisted by the equipment/system designers), as necessary.
 - 2.3. Upon 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, the Chief Architect or the Medical Architect (as applicable) shall arrive at the Project site within 24 hours from the time of the Client's or the Manager's aforesaid request. The Architect declares that it is known to him that this requirement constitutes an essential term of this Agreement and is intended, inter alia, to ensure an immediate design response and the continuous advancement of the Project. Nothing herein shall derogate from the provisions of Section 1.6 of Chapter A of this Appendix above.

3. Each visit by the Architect to the Project site shall be summarized in a senior supervision report, which shall include full documentation in photographs and text, and which shall be transmitted by the Architect to the Manager and the Client. If, during the visit, it becomes apparent that there is a need to add a drawing for clarification, this shall be recorded in the senior supervision report. The drawing shall be prepared by the Architect and delivered to the Manager, the Client, and the design coordinator. If the Architect has no comments whatsoever following the visit, he shall note this in the report, which shall be distributed by him as stated above.

D. General Provisions Regarding the Planning Services

1. Without derogating from the generality of the foregoing and from any other obligations of the Architect set forth in this Appendix, it is hereby agreed that the Planning Services under this Agreement shall include, inter alia:
 - 1.1. Detailed and ongoing reporting to the Client and/or the Manager, at the request of the Client and/or the Manager, regarding the progress of the provision of the Planning Services under this Agreement.
 - 1.2. Ongoing review of the Plans, specifications, and bills of quantities within the scope of the Planning Services, in order to verify 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 arising in the course thereof, within the scope of the Planning Services.
 - 1.4. Assistance, as required, to the Client in preparing presentations and supporting materials for the purpose of fundraising and mobilizing resources for the establishment of the Project, throughout the entire Term of Engagement.
 - 1.5. Assistance, as required, to the Client and the legal counsel in any negotiation, dispute, or legal proceeding arising from the Project and related to the Planning Services, subject to payment of Consideration to the Architect in accordance with the actual work hours invested by it in providing such assistance, and in accordance with the agreement between the Parties.

E. Period for Performance of the Design Work

1. The Architect shall commence performance of the Design Work on the date on which it is requested to do so by the Client ("**Commencement Date of the Design Work**").
2. The Architect undertakes that the Design Work shall be performed in accordance with the provisions of this Agreement and its appendices, as from the Commencement Date of the Design Work and until the Final Acceptance of the Project to the Client's full satisfaction, including assistance, to the extent required of the Architect, in obtaining a completion certificate, and assistance during the Defects Liability Period ("**Period for Performance of the Design Work**"), all in accordance with the stages of the Design Work and/or at the times

to be determined by the Manager from time to time, in coordination with the Architect to the extent possible. The Architect undertakes to comply without delay with the requirements of the Client and/or anyone on its behalf.

3. The Architect declares and undertakes that it is aware of the Project schedule constraints and of the importance of compliance by all parties participating in its planning and execution, including the Architect, with such schedule in all its stages and sub-stages, and of the meaning of any non-compliance therewith and its implications for the commitments of the various parties engaged in the planning and execution of the Project. The Architect further acknowledges that the schedule may be extended for various reasons, including budgetary reasons, and that the fixed fee set forth in **Appendix B** constitutes the full and sole Consideration to which it is entitled, including in the event of any such delays, and it hereby waives any claim in this regard against the Client or anyone on its behalf.

F. Scope of the Planning Services With Respect to Preparation of the Construction and Development Plan

1. The Planning Services with respect to preparation of the construction and development Plan may be performed in parallel with the preliminary design stage of the Project.
2. The Architect shall lead the preparation of the building and development Plan for the Project (in this Chapter V, the “**Plan**”), in accordance with the provisions of the statutory town planning scheme (Taba), the Client, the Manager, the city Architect’s guidelines, and the detailed planning requirements set out in the Tender Documents. Within this framework, the Architect shall perform the following actions:
 - 2.1. Formulation of a strategy for the siting of the buildings, heights, and uses, with an emphasis on full integration between the Project components and the existing and planned urban environment in Be’er Sheva.
 - 2.2. Leading the process of obtaining detailed instructions from the City Architect; presenting the Plan in any forum as may be required until its approval by the local planning and building committee and any other entity required to approve it; and carrying out coordination with all Consultants (landscape, traffic, environment, infrastructure, fire safety, agronomist, and others).
 - 2.3. Submission of a detailed Plan and preparation of a building and development Plan booklet including, inter alia: Plan drawings and building appendices; detailed development Plans including building siting, levels, drainage, landscape development, a traffic network (vehicular and pedestrian), bicycle paths, and the location of technical systems (electrical, sanitation, ventilation, and others); level Plans; detailed longitudinal and cross-sections; and full street elevations including finishing materials, architectural lighting, and signage; stormwater management schemes; and three-dimensional visualizations demonstrating the integration of the Project within the urban fabric.

- 2.4. The Architect shall be responsible for design coordination (superposition) with all Project Consultants, to ensure the Plan's compliance with the requirements for accessibility, sustainability, and the City's urban and spatial guidelines.

The guideline document of the City Architect of Be'er Sheva for the submission of a building and development Plan is attached to this Appendix.

G. Scope of Superposition Planning Services and Systems Coordination

See **Appendix A/1** attached.

Appendix – Guidelines of the City Architect of Be'er Sheva for the Submission of a Building and Development Plan
[Section V of Appendix A]

Guidelines for Submitting Building and Development Plans

A building and development Plan is an intermediate stage between approval of the Town Building Plan (Taba) and issuance of a permit. This Plan determines the building's placement within the lot, site grading levels, connections to sidewalks, adjacent land uses, and additional details. The purpose of the building and development Plan is to ensure that the building is coordinated with its surroundings and enables connection to the surrounding development along its perimeter.

Approval Stages for a Design and Development Plan

1. Receipt of planning guidelines from the City Architect or their representative.
2. Presentation of the Plan to the city Architect's forum.
3. Coordination with additional stakeholders: an agronomist, fire and rescue Services, and the appointed officer (as required).
4. Approval by the committee, as required by the town building Plan (Taba).

General Guidelines

- The Design and Development Plan shall comply with the provisions of the town building Plan (Taba) and the Building Appendix. The Plan shall comply with the Planning and Building Law, the Building Regulations, and municipal spatial guidelines.
- Compatibility is required with the development of the open spaces adjoining the project (sidewalks and parking areas, pedestrian passages, bicycle paths, street furniture, tree planting, lighting fixtures, etc.). The development shall be coordinated with the municipal standard details for the streetscape of the Be'er Sheva Municipality.
- A design and development Plan shall be submitted for the development of public buildings and for high-density construction.

Detailed Guidelines for a Neighborhood Building and Development Plan

The Plan shall be submitted in booklet format. A3 drawings at a large scale may be incorporated as a folded sheet within the booklet. The cover page shall include the developer's details, the project architects, the landscape architects, and relevant Consultants (traffic Consultant, environmental Consultant, infrastructure Consultant, etc.).

- Location of lighting poles and fixtures (existing and proposed, coordinated with the Roads and Electricity Department) within the lot area and on the adjoining sidewalks.
 - Marking of electricity poles, high-voltage poles, telephone lines, primary water mains, main trunk sewer collector lines, drainage lines and stormwater ponds, water meters, and manholes located in, or passing through, the lot area or the adjoining sidewalks.
 - Location and type of street furniture.
 - Marking the alignment of bicycle paths along streets adjoining the lot.
 - Marking the boundaries of 'Shatzapim' (public open spaces), areas subject to easements, including a development solution and passages within easements in a continuous level alignment with the sidewalks, and without any delineation or fencing.
 - Landscape development within the Plan area—including play facilities, lighting, paving, underground ventilation, the location of infrastructure/utilities (transformer rooms, gas, etc.), vegetation, shading elements, and water features/facilities, where applicable.
 - Location of the technical systems, including: air-conditioning systems, ventilation for commercial parking garages, the location of exhaust stacks for food-service premises, marking of waste facilities and access routes for waste-collection vehicles, recycling facilities, lighting locations, on-site stormwater detention, fire protection—clear marking of fire department connections (FDCs) in a designated recess and, where possible, the location of hardstanding areas within the carriageway; marking of bicycle rooms, stroller rooms, storage rooms, and additional technical installations (antennas, air-conditioning units, heating), etc.
 - Location of parking spaces for vehicles, motorcycles, and bicycles.
 - Marking of a continuous sidewalk level at the parking garage entrance, including a curb ramp for vehicles.
 - Addressing accessibility for persons with disabilities.
5. Plans for the following project levels: basement floors, ground floor, typical floor, technical floor, and roof plan, at a scale of 1:250 or another suitable scale.
6. At least two sections—longitudinal and transverse—at a scale of 1:250, including: floor levels, colonnades, canopies, trees, and clear section marking of planting areas and/or garden-soil fill to a depth of at least 1.5 m, etc. The sections shall include interfaces with adjacent roads and shall show buildings on adjoining plots.
7. Layout of fences and retaining walls, including specification of finish materials and indication of levels at the interface with the ground and at the top edge.
8. Elevations at a scale of 1:250 for all adjoining streets, including finish materials, signage (building name/commercial signage—as required), and marking of architectural lighting.
9. Stormwater runoff management schematic—compliant with the provisions of National Outline Plan (TAMA) 34.
10. 3D renderings including the development of the adjoining streets, the garden design, and the ShPAPs.
11. Relevant development and design details.

Documents to be attached to the Design Plan:

- Additional appendices, as applicable and as required under the town building Plan (Taba) (traffic appendix, environmental appendix, acoustic appendix, green-building guidelines, etc.).
- Approvals and seals/stamps: Plan editor, Plan initiator, landowner, landscape architect, and relevant professional Consultants. The stamp shown below shall be embedded on the first page of the booklet.

Detailed Guidelines for a Precinct Development Plan:

The development Plan shall define and shape the function of the area and its character. It shall subdivide the plot according to the various uses, create interfaces and connections between functions, and characterize and determine the location of shared areas, vehicular and pedestrian routes, gathering areas, and connectivity.

A. A Plan at a scale of 1: 500 shall include:

- Building siting, form, and height—placing emphasis on and addressing sustainability-oriented construction.
- Entrance and roof levels, access routes, the location of pedestrian and vehicular entrances to plots, and a parking solution.

B. An A3-format booklet that shall include:

- Architectural design principles, schematic sections and elevations, guidelines for finishing materials and colours, roof form and finishes and their installations, and guidelines and details for commercial façades.
- Development guidelines, including details of fencing, planting, and development within parking areas—including a schedule of schematic levels, materials, and the location of sanitation facilities, technical installations, and Services such as transformer buildings and the like. Details of recesses for utility pillars/cabinets, water meters, and waste bins, subject to approval by the Environmental Quality Division of the Be'er Sheva Municipality.

C. A drainage Plan and a Plan for the conservation/retention of surface stormwater runoff.

Appendix "A/1"

Scope of Superposition Planning Services and Systems Coordination

1. General

The essence of the Services is superposition planning and systems coordination.

2. Professional knowledge and experience of the Planners

The Systems Coordinator shall be proficient and have proven experience in the following software: AutoCAD (including AutoCAD Solid), Revit, the ACC platform, and the interfaces between them. Such knowledge shall relate to the most up-to-date versions of these software Programs. The Systems Coordinator shall also have professional understanding of all disciplines in respect of which they perform systems coordination, including: architecture, interior design, structural engineering, electrical, HVAC, plumbing and medical gases, communications, multimedia, site development, landscape, and any other planners and Consultants involved in the Project.

The proposed Chief Superposition Planner shall have proven experience in superposition planning in at least one hospital project with an area of 20,000 m² or more.

The Planning Team proposed for superposition planning and systems coordination shall be subject to the Client's prior written approval, as detailed in the Agreement.

3. Meetings

At the initial stages, up to the issuance of the Tender for the selection of the Contractors, participation in meetings of the core team and the relevant Consultants shall be required, on dates to be scheduled on a weekly basis for all parties or for some of them. In addition to such meetings, individual meetings shall be held between the superposition and systems coordinators and the Planning Team and the Consultants, as required. The Architect undertakes that, for meetings held in addition to the joint meetings, it shall prepare written minutes, which shall be circulated to those present, to the Manager, and to the Client.

4. Software and Files

All work shall be performed in Revit and on the most up-to-date platform. A set of color PDF files shall be produced, as well as a set of color printed drawings. These drawings shall be uploaded to the file-sharing website ("Ramdoor"). Once the Contractor for execution of the Project is selected, the Contractor shall also be provided with RVT files (the model itself or parts thereof), subject to the approval of the Client and the Manager.

5. Title Block

The title block shall be identical to the title block prepared by the Model Manager and adapted to the systems coordination discipline. Each Plan and each sheet shall be identifiable. Each title block shall include the following parameters:

Plan name, Plan number, revision number, date of the most recent revision, and Plan status (the status of the systems coordination Plans shall be "For Review").

All of the foregoing shall be consolidated in the lower part of the title block, so that in a folded drawing all of the above parameters will be clearly visible.

In the upper part of the title block there shall be a revision description table. The revision description table shall specify the current revision number and a brief, concise description of the Changes or additions made therein.

Each drawing shall indicate the planners' drawings on the basis of which the systems coordination was performed, as follows:

Drawing name	Drawing number	Revision	Status	Date	Remarks
Architecture					
Construction plan					
Ceiling plan					
Interior design					
Construction plan					
Ceiling plan					
Structural					
Geometry plan					
Local sections					
Electrical					
Lighting plan					
Riser diagrams					
Power plan					
Air conditioning					
Floor plan					
Plumbing					
Wastewater drainage plan					
Water plan					
Sprinkler Plan					
Communications					
Communications drawings					
Site development and landscape (only in the ground-floor drawing and in the parking basement drawing)					
Site development plan					
Irrigation plan					
Planting plan					
Traffic planner					
Traffic drawings					
Additional planners					

Receipt of drawings from planners shall be subject to the Manager's approval only, in particular with respect to drawing updates.

6. The work stages are detailed below:

6.1. Stage 1 – Initial review

In the first stage, the Architect's drawings and the structural engineer's drawings shall be reviewed, and an initial systems coordination between these two disciplines shall be performed. Special emphasis shall be placed on the coordination between the building envelope and the concrete slabs and concrete beams; between the concrete beams and the Architect's suspended ceilings; between the structural engineer's construction joints and the Architect's floors, ceilings, and walls; and the like.

In the next stage, the drawings of the following electromechanical disciplines shall be incorporated: air conditioning and ventilation, electrical and communications, plumbing and medical gases, site development, and traffic.

Interfaces and penetrations of all electromechanical systems shall be checked against the concrete elements and the architectural elements, as well as between the systems themselves. The review shall be performed for vertical, horizontal, and sloped elements.

6.2. Stage 2 – Preliminary Plans

In addition to the review to be performed in the model, a superposition Plan shall be produced for each and every floor separately. Each floor Plan shall present all disciplines mentioned, including: Architecture, Interior Design, Structural Engineering, Electrical and Communications, Air-Conditioning and Ventilation, Plumbing and Medical Gases, Site Development and Traffic. Each discipline shall be presented in the Plan in a different color, or in more than one color, and a legend for such colors shall appear in the Plan title block. In each plan, the relevant sheet of the discipline from which the data were taken shall be recorded in detail, including: sheet name, sheet number, revision, date, and sheet status. It is mandatory to specify the designers' sheets on the superposition sheet. There may be more than one sheet per discipline that must be specified.

In addition, in any location where a condition requires review by one or more of the designers, such area shall be marked with a dashed red circle and assigned an identification number. Somewhere on the sheet there shall be a table listing these numbers, briefly stating the nature of the review required in that area.

Upon issuance of any new revision of a sheet, the party performing the superposition shall update all relevant designers' sheets on the basis of which the floor was reviewed, and the title block shall state, next to the indication of the new revision, the substance of the new Changes /new comments.

It is hereby clarified that the first level for which a Plan is to be issued is the level beneath the bottom slab of the lowest basement floor, or the lowest floor.

Each such Plan shall be accompanied by local sections as required. The sections shall be at a scale of 1: 50 or 1: 25. Such local sections shall be provided in particular in corridors, in lobby areas, and in locations with numerous systems, etc.

In cases of “long runs”, including drainage lines of piping beneath the ceiling of the first parking level, piping running along the walls of the parking levels, etc., layouts of these areas shall be shown at a scale of 1: 100 (or another scale adjusted to the size of the printed sheet).

The local sections shall appear on the Plan sheet itself (if there is space), or on separate sheets as required.

6.3. Stage 3 – Final Plans

Below-Ground Level

In the Plan located below the level of the last (lowest) finished floor, emphasis shall be placed on pipe slopes, the interface of such piping with foundation grade beams, piles, anchors, municipal infrastructure (if any), and, above all, at the interface and connection to municipal manholes or existing infrastructure. This Plan shall show all foundations, shoring walls, foundation grade beams, manholes of all types, and sewer, water, and drainage piping that passes through, as well as the interfaces between all of the foregoing. This Plan shall state the elevations of each manhole (I.L. U.L.).

In addition, the Plan shall include sections at critical locations, including: two sections (longitudinal and transverse) in the elevator shafts, including pits for submersible pumps. If infiltration pits, percolation pits, and the like exist within the area, these shall be marked in the superposition plan.

Basements

In the basement Plans, emphasis shall be placed on maintaining a net clear height of 220 cm in all drive aisles and parking areas, and in egress/escape areas. The net clear height shall be measured below the concrete beams and below any electromechanical system whatsoever. This level shall have two Plans: one in a downward view (floor plan) and the other in an upward view (ceiling plan).

In the case of accessible (disabled) parking spaces, a net clear height of 245 cm shall be maintained in all drive aisles and in the parking spaces designated for persons with disabilities. In addition, where there is a programmatic requirement by the Client, or a requirement by any of the designers, to maintain a route for bringing in equipment, the required height shall be maintained along the route for bringing in and/or removing the equipment. The Systems Coordinator shall be obligated to act in accordance with these instructions.

In cases where the basement floors are not used for parking, the requirements shall be addressed in accordance with the programmatic requirements of the functions located on such floors.

The Systems Coordinator shall be required to verify the net clear height of specific spaces, in accordance with the Client’s programmatic requirements, or in accordance with the Architect’s and interior designer’s requirements regarding the height of suspended ceilings.

It shall be the Systems Coordinator’s duty to give notice of any case in which the planned net clear height cannot be achieved.

Floor Plan (D*)

In the floor plan, the various levels of each and every floor (for example, the levels of the water tank, sidewalks, etc.) shall be marked; there shall be a clear marking of the main level of the floor as well as the various sub-levels. This Plan shall show all beams above, in dashed lines, and shall state their elevation relative to the main level of the floor. This Plan shall also show all manhole openings in the floor, drains, and slopes, if any. In addition, all openings required in walls shall appear in this plan, and such marked openings shall be provided as guidance to the structural engineer and to the Architect, in order for them to include such openings in their Plans. The floor Plan shall be overlaid on the architectural plan. It is mandatory to show therein the layout of parking spaces in the parking basement. In addition, the name of each space shall be stated (as taken from the architectural plan).

The structural engineer's concrete walls shall be marked in dark blue. Non-structural concrete walls shown in the architect's drawings shall be marked in light blue.

Block walls shall be marked in red. Gypsum-board (drywall) partitions shall be marked in light green. Steel columns shall be marked in dark green. In addition, the floor Plan shall include the function names for each and every space, as well as the grid (axes) system.

Ceiling Plan

The ceiling Plan shall be a Plan in which all walls are cut and the view is upward. All walls shall be shown in the same manner as in the floor plan. In addition, all existing beams and ceiling openings shall be shown. All existing electro-mechanical systems located in the ceiling, as well as other elements, shall also be shown, including: ceiling openings, structural beams, electrical conduits and communications conduits, lighting fixtures, air-conditioning ducts, ventilation and smoke extraction, water and sewer piping, sprinkler piping, gas piping, piping of all types, exhausts, etc. This Plan shall not show elements located in the floor, such as drainage channels, drains, manholes, toilets and sinks, tables and counters, parking markings, and the like. In the ceiling plan, the suspended ceiling shall be shown with thin lines, to verify the correct locations of lighting fixtures, diffusers, and fresh-air grilles, etc.

The heights (elevations) of the suspended ceiling shall be clearly indicated in the ceiling plan, according to its various zones. In addition, the ceiling Plan shall include the function names for each and every space, as well as the grid (axes) system.

Roof Plan

A roof Plan shall include only a "floor plan." If the roofs include steel galleries for equipment, the roof level shall also include a "ceiling plan" presenting a view of the "gallery" from below.

Sections

Each floor shall have a sheet of sections of that floor, at key locations and at locations with dense systems.

At the parking level, sections shall be provided through the elevator shaft, the water reservoir, the stair exit, and the ramp entrance. On every other floor, sections shall be provided in the lobby areas and in main corridors. The number of sections shall be according to the complexity of the floor. Special rooms shall have detailed room drawings (rooms such as MRI, CT, PET-CT, audiology rooms, ultrasound rooms, accelerators, operating rooms, and the like). In all

such rooms, data received from the suppliers themselves shall be incorporated, including the special equipment items themselves, special secondary structures, booms, and the like. Where required, there shall be several section sheets for each floor and/or dedicated sheets for special rooms.

At the beginning of the work on the sections, it is possible to present “double” sections—i.e., an existing-conditions section in the model and a proposed-conditions section reflecting the relocations by the Systems Coordinator. In the final sheets, only the final sections shall appear.

6.4. **Stage 4 – Approval of the Planners’ and Consultants’ Drawings**

Approval of the coordinated drawings of the planners (Architect, Interior Designer, Structural Engineer, Electrical Designer, Communications Designer, HVAC Designer, Plumbing Designer, Landscape Designer, Transportation Planner, and additional planners). These drawings shall be the drawings uploaded to the “Ramador” system for file sharing. These drawings shall be issued after completion of all coordination, in accordance with the Systems Coordinator’s comments. Verification that all comments have been implemented in these drawings is the responsibility of the Systems Coordinator. It is hereby emphasized that the Systems Coordinator is responsible for ensuring that the coordination has been performed both in the Revit model and in the drawings themselves.

List of Drawings

The drawing set shall include the following drawings (this list is a minimum and may be expanded at the discretion of the Systems Coordination Consultant, as required):

Sheba Negev Project		
No.	Description	Scale
Foundations and systems B-y (y = the lowest level number)		
H-B-y-D	Systems below grade (the new building systems below the slab, and all main systems reaching it)	1: 100
Basement floors B-x (x = the basement-floor number, according to the number of basement floors to be designed)		
H-B-x-D	Systems coordination – basement floor – slab/underfloor and systems below grade (entire site)	1: 100
H-B-x-T	Systems coordination – basement floor – ceiling	1: 100
H-B-x-SEC	Systems coordination – basement floor – sections	1: 100 1: 50 1: 25
Ground Floor		
H-F0-D	Systems coordination – entry level – slab/underfloor	1: 100
H-F0-T	Systems coordination – ground floor – ceiling	1: 100
H-F0-SEC	Systems coordination – ground floor – sections	1: 50 1: 25
Floor 1		
H-F1-D	Systems coordination – Floor 1 – north building – slab/underfloor	1: 100

Sheba Negev Project		
No.	Description	Scale
H-F1-T	Systems coordination – Floor 1 – north building – ceiling	1: 100
H-F1-SEC	Systems coordination – Floor 1 – north building – sections	1: 50 1: 25
Floor 2		
H-F2-D	Systems coordination – Floor 2 – slab/underfloor	1: 100
H-F2-T	Systems Coordination – Level 2 – Ceiling	1: 100
H-F2-SEC	Systems Coordination – Level 2 – Sections	1: 50 1: 25
Level 3		
H-F3-D	Systems Coordination – Level 3 – Floor	1: 100
H-F3-T	Systems Coordination – Level 3 – Ceiling	1: 100
H-F3-SEC	Systems Coordination – Level 3 – Sections	1: 50 1: 25
Level 4		
H-F4-D	Systems Coordination – Level 4 – Floor	1: 100
H-F4-T	Systems Coordination – Level 4 – Ceiling	1: 100
H-F4-SEC	Systems Coordination – Level 4 – Sections	1: 50 1: 25
And so on for additional floors		
H-F5-D	Systems Coordination – Level 5 – Floor	1: 100
H-F5-T	Systems Coordination – Level 5 – Ceiling	1: 100
H-F5-SEC	Systems Coordination – Level 5 – Sections	1: 50 1: 25
Roof Floor		
H-FR-D	Systems Coordination – Roof Floor – Floor	1: 100
H-FR-T	Systems Coordination – Roof Floor – Ceiling	1: 100
H-FR-SEC	Systems Coordination – Roof Floor – Sections	1: 50 1: 25

6.5. Stages 5 and 6 – Construction Coordination Support

Following the selection of the Contractor(s) for execution of the Project, construction support shall be provided from issuance of the Notice to Proceed to the Contractor and through handover of the Project to the Client (receipt of Form 4 and occupancy).

At this stage, responses shall be provided to the Contractor's/Contractors' questions (if any), and there shall be site visits and participation in meetings with the Project management, the relevant designers, and the relevant Contractors, for the purpose of identifying solutions.

It is hereby clarified that the Systems Coordinator shall not be required to provide solutions in cases where the Contractors seek to implement a design change or a change in equipment that was included in the Tender.

This stage is divided into two stages:

A. Support through completion of the structural shell (**Stage 5**);

B. Support through completion of the Project, receipt of Form 4, occupancy, and handover of the Project (**Stage 6**).

6.6. Stage 7 – Delivery of the Model(s) and Training

Upon receipt of Form 4 and occupancy, a final model shall be “frozen” and shall constitute the **as made** model of the executed Project, including the updates the model underwent during the construction period. This model shall be delivered to the Client and to the Client’s **BIM** department, including training by a **BIM** specialist from the aforesaid team. Such training for the Client’s BIM team shall be up to 6 hours over two days (total of 12 hours). No additional charge shall be payable for such training, and no fee reduction shall apply if such training is not provided. The training shall take place no later than 30 days from receipt of Form 4, occupancy, and delivery of the **as made** model. Together with the model, Systems Coordination drawings shall be delivered to the Client.

7. The Services and Scope of Work of the Systems Coordinator

It is hereby agreed that the above list of Services is non-exhaustive, and the Architect shall perform all Services required, even if not specified in this Appendix, but which are required in order to complete the systems coordination for the Project in the best possible manner.

It is hereby clarified that, within the framework of the Planning Services, the Architect is obligated to fully perform the systems coordination and superposition planning throughout all stages of the Project, from the design stage through the execution stage and until completion of all stages of the Project, including all as detailed in **Appendix A/1** hereto. The Consideration for the performance of all services detailed in **Appendix A/1** hereto is included in the total price of the Architect’s proposal for planning the Project, and no separate additional Consideration shall be paid in respect thereof.

Appendix "A/2"

Allocation of Work and Performance of Planning Services Tasks Between the Architect and the International Architect

This Appendix details the level of involvement of the International Architect in providing the Services. Nothing stated in this Appendix shall derogate from the Architect's responsibility for all works and Services performed under this Agreement, including works and services to be performed by the International Architect. Furthermore, there is no impediment to the International Architect's involvement exceeding the level of involvement set out in the table below, provided that this does not derogate from the level of involvement of the Architect in performing the services.

- 1. Israeli Architect Services (Lead Architect):** As the lead architect, the Israeli architect bears the primary responsibility for the Project and supervises all professional services. This includes, inter alia, the conceptual design and schematic design stages, involvement and consultation during preparation of the architectural program ("Program"), design coordination and management of the permitting process, preparation of design development and final design documentation, superposition Planning Services and systems coordination, responsibility for preparing the applications for building permits and coordinating the tasks related to such permits until the permits are actually obtained, preparation of construction documents, support during the Tender stage, support during the execution stage, support during the handover and occupancy stage, and overall management of all Planning Services for the Project.

Accordingly, the Israeli Architect shall be responsible for preparing the development and construction plan, as set forth in the Agreement, including Appendix A thereto.

- 2. International Architect Services:** Under the management and supervision of the Israeli Architect (serving as the Lead Architect), this shall include, inter alia, involvement in reviewing the design intent from an aesthetic perspective, development of the planning concept, verification of functionality, involvement in the preparation of design development documents, preparation of construction documents, and construction-phase support. The International Architect shall lead the process of preparing the conceptual design, including the review and presentation of international case studies, demonstrating feasibility for the Program defined by the Client, reviewing operational schemes, circulation/traffic schemes, departmental schemes and workloads, functional adjacencies and relationships, etc.

The International Architect shall contribute high-level international expertise, based on similar projects carried out by the International Architect worldwide, including environmental analysis, assessment of programmatic requirements and future medical needs, while presenting a standard of excellence consistent with leading international projects in the fields of planning, healthcare, and technology.

Allocation of involvement in the architectural Services

P = primary involvement
S = secondary involvement
N = no involvement

Architectural Project Management and Quality Assurance

International Architect	Israeli Architect	Service
S	P	Architectural project management

International Architect	Israeli Architect	Service
S	P	Design coordination
S	P	Design quality control (SD + CD)
S	P	Design quality assurance (SD + CD)
S	P	Design quality control (DD + CD)
S	P	Design quality assurance (DD + CD)

Functional program

International Architect	Israeli Architect	Service
P	S	Analysis of operational schemes
P	S	Analysis of departmental workloads
P	S	Functional adjacencies and relationships between Services

Conceptual Design

International Architect	Israeli Architect	Service
P	S	International case studies
P	P	Demonstration of feasibility for the Program and the operating concept
P	P	Preparation of an overall planning concept
P	S	Analysis and Definition of Horizontal Circulation
P	S	Analysis and Definition of Vertical Circulation
P	P	Analysis and Definition of Building Access
P	S	Determination of Adjacencies Between Departments and Services
P	P	Definition of Building Locations
P	P	Presentation of Growth Strategy and Phasing
P	P	Volumetric Planning of Buildings and Departments
P	S	Stacking Planning for All Buildings

Schematic Design

International Architect	Israeli Architect	Service
S	P	Participation in Consultant Meetings
S	P	Summary of Building Stacking Schemes
S	P	Summary of Overall Planning Concept Development
P	P	Development of the Buildings' Design Concept
S	P	Preparation of Floor Plans and Department Plans
S	P	Definition of Coding for Buildings and Rooms
P	P	Preparation of a Room-Planning and Modularity Concept for Inpatient Departments
S	P	Preparation of Exterior Design / Facades
S	P	Preparation of Conceptual Building Sections
P	P	Full Coordination Among the Various Systems in the Project
S	P	Preparation of Final Schematic Design Documents
N	P	Budget Analysis and Compliance
N	P	Preparation of an Interior Design Concept

Design Development

International Architect	Israeli Architect	Service
N	P	Submission of Building Permit Applications and Obtaining All Permits
S	P	Participation in Consultant Meetings
S	P	Preparation of Final Department Plans
S	P	Participation in Determining the Project's Technical Provisions
S	P	Preparation of Schematic Layouts for Key Rooms

International Architect	Israeli Architect	Service
S	P	Preparation of Plans for Site Development and External Infrastructure
S	P	Preparation of Detailed Sections
N	P	Full Coordination Among the Various Systems in the Project
S	P	Value Engineering for Design Elements
N	P	Preparation of Final Design Documents
N	P	Review of the Design Documents and Budget Compliance
S	P	Design Development for Interior Design

Construction Documents

International Architect	Israeli Architect	Service
S	P	Detailed Design, Including Schedules, Details, etc.
S	P	Preparation of Detailed Layouts for All Rooms
S	P	Design of the Buildings' Envelope
N	P	Full Superposition Planning
S	P	Design and Presentation of Design Details
S	P	Preparation of Comprehensive Finish Schedules
S	P	Review and support in the preparation of technical specifications for finishing works
N	P	Analysis and control to ensure compliance with the budget

Tender and negotiation / construction stage

International Architect	Israeli Architect	Service
N	P	Involvement in the Tender stages
S	P	Making required adjustments and Changes arising during the Tender process
S	P	Completion/updating of the drawings in accordance with the Project's needs

International Architect	Israeli Architect	Service
S	P	Selection of colors and finishes and updating finish schedules
N	P	Addressing RFIs and Changes
S	P	Preparation of supervision reports
S	P	Pre-final and final acceptance inspections

Clarification Clause: Status of the Architects and Allocation of Responsibilities

It is agreed and clarified that the Israeli Architect serves as the lead architect for the Project, and the International Architect is engaged by the Israeli Architect.

Accordingly, the overall professional responsibility for all stages of the Project's planning rests with the Israeli Architect.

Notwithstanding the foregoing, this document defines the detailed division of work and the deliverables required by the Client, in order to delineate the specific actions and tasks to be performed by each of the Architects separately, in accordance with their expertise and the Project requirements.

Quality Control and Quality Assurance

The Services of the Israeli Architect (the lead architect) and the International Architect shall include the required level of planning and quality control for the Project.

The firms shall operate an internal quality control and quality assurance system that shall review the quality of the planning process and, upon its completion, conduct a quality control review by the chief architect, who shall be responsible for all drawings produced for the Project.

In addition, the firms shall operate a quality assurance system for planning and for compliance with the Program and requirements, as a condition for transition from one stage to the next, whereby an additional quality control review shall be performed to ensure full implementation of the corrections and a DR process, as a condition for transition between stages.

Appendix "A/3"

Details of the minimum Planning Team members and each member's time allocation for the Project

[The proposed Planning Team structure shall be attached by the Architect as part of its Tender submission
and, following its approval by the Client, shall be attached as part of this Appendix]

Sheba Negev Project – Minimum Planning Team

Serial No.	Named Submission	Description	Preliminary Design	Final Design	Detailed Design for Construction	Construction Phase	Phased Occupancy (after occupancy of the first compound)
1	X	Project Architect	100%	100%	100%	50%	20%
2	X	Medical Architect	100%	100%	100%	100%	50%
3		Deputy Medical Planning Architect (for each medical building separately)	100%	100%	100%	100%	50%
4		Architect for Logistics Buildings and Support Structures	100%	100%	100%	100%	50%
5		Architect Responsible for Details, Facades, Finishes, and Layouts (for each building separately)	50%	50%	100%	100%	50%
6		Facade Architect	-	100%	100%	50%	20%
7		Lead Interior Designer (for each building separately)	-	50%	100%	100%	-
8		Interior Designer (for each building separately)	-	100%	100%	100%	50%
9		Visualization and	Ongoing				

		Rendering Team					
10		Architectural Quality Assurance Lead (DR)	-	100%	100%	100%	-
11		BIM Coordination Lead	100%	100%	100%	50%	50%
12		Superposition Manager and Chief Systems Coordinator	50%	100%	100%	100%	50%
13		Superposition Coordinator (for each building separately)	-	-	100%	100%	-
14		Permitting Coordinator	100%	100%	100%	40%	-
15	X	International Design Manager (from the International Architect's Office)	In accordance with Appendix "A/2"				
16		Deputy International Design Manager (from the International Architect's Office)	In accordance with Appendix "A/2"				
17		Lead, Building and Development Plan Team	Ongoing				
18		Coordinator – Building and Development Plan and Statutory Plan (TAB A)	Ongoing				

Appendix "B"
Contract Fee and Payment Dates

1. Fee

- 1.1. In Consideration for the performance of the Design Work in accordance with the provisions of the Agreement and all its appendices, and for the performance of the Architect's other undertakings in full and on time to the satisfaction of the Client and the Manager, the Architect shall be entitled to a fee equal to the product of %_____ ("**Fee Rate**") *[to be completed by the Client in accordance with the Architect's proposal that won the Tender]* multiplied by the estimated Construction Cost of the Project (as defined in Section 1.2 below), in accordance with the following tiers:
- 1.1.1. **First tier** – for the portion of the Project area up to 150,000 sq. m (inclusive) (the "**First Tier**"), the fee shall be calculated at the full Fee Rate (100%);
- 1.1.2. **Second tier** – for the portion of the Project area exceeding the scope of the First Tier and up to 200,000 sq. m (inclusive) (the "**Second Tier**"), the fee shall be calculated at 95% of the Fee Rate;
- 1.1.3. **Third tier** – for the portion of the Project area exceeding the scope of the Second Tier, the fee shall be calculated at 90% of the Fee Rate.
- 1.2. For the purposes of Section 1.1 above, (a) the "**Construction Cost of the Project**" – the Consideration (excluding VAT) to be set in the agreements to be executed with the Contractors for the performance of the Project construction works, as approved by the Directorate, **after deducting** all items specified in the table in Section 1.3 below; (b) the "**Project Area**" – the Project's building permit area, as set out in the building permits.

It is hereby clarified that the fee to be paid to the Architect based on the "Construction Cost of the Project" shall be a **fixed and final** amount and shall not change in any manner whatsoever, even if the Contractors' final accounts are in amounts different from the "Construction Cost of the Project" as set in the agreements executed with the Contractors (for example, due to Changes, deviations, reductions, Changes in standards, Changes in the requirements of the authorities, or any addition to or reduction of the Contractor's remuneration, of any kind and type whatsoever).

For example:

If –

1. the Architect is entitled to a fee at the rate of 2.1%;
2. in the agreement with the Contractor, the contract price was set **as of the execution date** in the amount of NIS 180,000,000 (as a lump sum or as calculated in accordance with the bill of quantities known as of the execution date of the agreement with the Contractor);
3. the Project Area (actual construction in sq.m. according to the permit) is 160,000 sq.m.
4. the costs that shall not be taken into account in the "Construction Cost of the Project" pursuant to Section 1.3 below total NIS 30,000,000;

the Architect shall be entitled to a **fixed and final amount** of:

Calculation of the average cost per sq.m.:

$$\frac{(180,000,000 - 30,000,000)}{160,000} = \underline{\underline{937.5 \text{ NIS}}}$$

Calculation of the fee for the First Tier (150,000 sq.m.):

$$[1 \times 2.1\%] \times 150,000 \times 937.5 = \underline{\underline{\text{NIS } 2,953,125}}$$

Calculation of the fee for the Second Tier (10,000 sq.m.):

$$[0.95 \times 2.1\%] \times 10,000 \times 937.5 = \underline{\underline{\text{NIS } 187,031.25}}$$

Total Architect's fee for 160,000 sq.m. built:

$$2,953,125 + 187,031.25 = \underline{\underline{\text{NIS } 3,140,156.25}}$$

It is hereby clarified that even if, pursuant to the Contractor's interim accounts or final account, the Contractor is actually paid an amount higher or lower than that known as of the execution date of the agreement with the Contractor, for any reason whatsoever (including due to Changes, deviations, reductions, and the like), **no** change shall apply to the amount of the fee to be paid to the Architect, and it shall remain at **NIS 3,140,156.25** pursuant to the above example.

Nothing stated above shall derogate from the Architect's entitlement to additional payment in the event of "Changes" in the Planning Services, in accordance with and subject to the provisions of Section 9 of the agreement with the Architect.

- 1.3. Subject to Section 1.7 below, set forth below is a breakdown of the costs that shall not be taken into account for the purpose of determining the "Project Construction Cost" (from which the fee is derived):

No.	Costs that shall not be taken into account as "Project Construction Cost" for the purpose of determining the fee	Remarks
1.	Facilities providing power and motive power	
2.	Chillers	
3.	Compressors	
4.	Blowers	
5.	Lifting and handling equipment, including cranes	
6.	Pumps	
7.	Transformers	
8.	Generators	
9.	Elevators	
10.	Pneumatic conveying systems	
11.	Movable furniture	
12.	Installed kitchen equipment and furniture; fixtures	The exclusion applies to standard items. In the event of design by the Architect (interior designer), the item shall be

No.	Costs that shall not be taken into account as “Project Construction Cost” for the purpose of determining the fee	Remarks
		included in the Project Construction Cost.
13.	Exhaust hoods – the unit	
14.	Telephone switchboards – equipment	
15.	Computer communications – equipment	
16.	Purchase tax – air-conditioning, elevators, etc.	
17.	Service and maintenance fees	
18.	Signage	
19.	Development works and landscaping	
20.	Taxes and levies of any kind	
21.	Site and mobilization costs such as: security/guarding, fencing, cleaning	
22.	Water, electricity, and telephone costs	
23.	Standard pharmacy and reception-office furniture	The exclusion applies to standard items. In the event of design by the Architect (interior designer), the item shall be included in the Project Construction Cost.
24.	Compactus system	
25.	Air-conditioning units	The ductwork is included in the Project Construction Cost
26.	Medical equipment	
27.	Management and supervision costs, and Consultants’ costs	
28.	Payments in respect of works in the Project not performed by the Contractors, such as: works performed by the authorities and/or their representatives (e.g., Bezeq, IEC, NTA, etc.)	

The non-inclusion of the costs detailed in the table in Section 1.3 above (the “**Excluded Costs Table**”) in the determination of the “Project Construction Cost” shall not derogate from the Architect’s responsibility and/or derogate from the scope of work that the Architect is required to perform as part of the Services.

- 1.4. Without derogating from the other provisions of this Agreement, it is clarified that until the construction cost of the Project becomes known (i.e., **prior to** execution of the agreements with the Contractors), the Consideration payable to the Architect shall be calculated according to the most up-to-date estimate approved by the Client (subject to the approval of Peres Negev and the State Directorate), less 10%.
- 1.5. Following execution of the agreement with the Contractors for performance of the works in the Project, the Consideration payable to the Architect shall be paid on the basis of the “Project Construction Cost” (as defined in Section 1.2 above, after the deductions as detailed in Section 1.3 above). From the Consideration to be paid to the Architect, there shall be

deducted the amounts previously paid to the Architect on account of the Consideration pursuant to Section 1.4 above.

- 1.6. For the avoidance of doubt, it is clarified that, except to the extent expressly defined otherwise by the Client, in its sole discretion, all of the Services specified in the Tender Documents and in this Agreement are included in the "Planning Services" which the Architect undertook to provide in the Project, and no additional Consideration shall be paid in respect thereof beyond the Consideration stated 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, the provisions of any applicable law, quality targets, Budget Framework and schedule, all to the highest standards, for the Consideration set forth above. The Services include performance of all actions, approvals, permits, licenses and works required for the provision of the Services, whether or not such actions are expressly defined in this Agreement or in the Tender Documents, except where expressly stated otherwise.
- 1.7. In the event that the Architect is involved directly and actively in the planning of an item included in the table of excluded costs, including by way of preparing dedicated Plans and performing planning coordination to integrate the item into the structure, the cost of such item shall be included in the "Project Construction Cost", at a reduced value equal to 10% less than the item's actual cost (and the fee shall be derived from the Project Construction Cost after such addition, in accordance with the percentage set forth in Section 1.1 above). The determination that the Architect is involved directly and actively in the planning of such item shall be subject to the Client's sole discretion, and the Architect shall bear the responsibility to approach the Manager in writing a reasonable time in advance, prior to commencing its involvement in planning of the item, with a reasoned request, and to receive the position of the Manager and the Client as to whether the Architect's involvement indeed rises to the level of direct and active involvement.

2. Payment of the Fee

- 2.1. The Fee shall be paid to the Architect in installments, as detailed below. It is hereby clarified that approval of the account/invoice, even if approved by the Manager, is also subject to the Client's approval:

No.	Stages	Percentages
.1	Stage "A" – completion of the preliminary and initial design stage (Section 1.1 of Chapter B in Appendix A), as broken down below: 1.1 Upon presentation of 3 planning alternatives for organizing the Program (including relevant analyses and supporting schemes) for the campus in its final state 1.2 Upon presentation of 3 complete planning alternatives for the Project at Stage A 1.3 Upon selection of an alternative to be advanced to the final design stage, and upon completion of the Project's preliminary and initial design stage 1.4 Upon completion of a building and development Plan in accordance with the local authority's guidelines, and its final approval by the local authority.	3% 3% 2% 2%

No.	Stages	Percentages
2.	Stage "B" – completion of the final design stage (Section 1.2 of Chapter B in Appendix A), as broken down below: 2.1 Upon completion of the final design stage and determination of the Project estimate 2.2 Client approval of the PDR (Preliminary Design Review)	10% 5%
3.	Stage "C" – Licensing – obtaining approvals and permits for execution of the Works (Section 1.3 of Chapter B in Appendix A)	10%
4.	Stage "D" – completion of the full detailed design stage (Section 1.4 of Chapter B in Appendix "A"), as broken down below: 4.1 Preparation of detailed architectural drawings at a scale of 1: 50 4.2 Preparation of finish details and schedules for frames, joinery, and fixed furniture, and updating the estimate as necessary 4.3 Completion of detailed design coordination among the planners and Consultants, including specifications 4.4 Client approval of the CDR of the Tender materials 4.5 Support for the Contractor selection process 4.6 Updating and completion of drawings for execution (a full set at detailed design level)	8% 8% 8% 3% 3% 8%
5.	Stage "E" – during the overall supervision of execution of the Project (Section 1.5 of Chapter B in Appendix "A")- the payments shall be apportioned according to the estimated execution period to be determined at the commencement of execution, provided that the last three payments under this Section shall be paid only in the last three months of the execution period, as it will be in practice.	20%
6.	After receipt of an occupancy permit for the entire Project (the first phase of the Project in full, unless otherwise decided by the Client)	2%
7.	After completion of all handover stages, up to the final handover of the Project, issuance of a final and complete completion certificate to the Contractor in respect of the Project, including receipt of facility files and a certificate of completion	5%
	Total	100%

In the event that the Planning Services are performed partially for certain parts of the Project (at the Client's written request), the Architect shall be paid a partial payment in accordance with the percentages set forth in the table in Section 2.1 hereof, in relation to the relevant planning stage reached by the Architect.

- 2.2. It is clarified that the Architect shall be entitled to submit requests for partial payments even before completion of the stages set forth in the table above, and the Manager shall approve such partial payments, at his discretion, based on the partial nature of the Services included in such invoices in relation to the agreed Consideration for completion of each stage.

Notwithstanding the foregoing, it is clarified that the aggregate total of all partial payments to be paid to the Architect in respect of any stage shall not cumulatively exceed 90% of the amount due to the Architect for such stage, except after the Client's approval of **completion** of such stage. That is, at least 10% of the payment for each stage shall be paid only after the Client's approval of completion of such stage.

- 2.3. Payments on account of the fee shall be paid to the Architect as specified in the Agreement and in this Appendix.
- 2.4. The Architect undertakes to detail, in each invoice for payment submitted to the Manager, the works to which the payment relates. If the Architect submits to the Manager an invoice for payment that is not detailed, and the invoice is returned to the Architect in order to resubmit it as required, the count of the days for payment specified in Section 2.6 below shall commence from the date on which the corrected invoice is received by the Manager. The Manager shall examine the invoice and forward it, together with his recommendation, for the Client's approval.
- 2.5. From each payment to the Architect, the following amounts shall be deducted:
- 2.5.1 Any amount paid, if paid, to the Architect on account of performance of such interim stage;
 - 2.5.2 Any amount due to the Client from the Architect under the Agreement at such time;
 - 2.5.3 Any amount not approved by the Client and/or any person authorized by the Client.

The balance, after the deductions set out above have been made, shall be paid to the Architect by the Client.

- 2.6. Any invoice submitted in accordance with the above and approved by the Client shall be paid on "net + up to 60" days terms, 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 the delay in approval is, in the Client's opinion, attributable to the submission of a non-compliant invoice.
- 2.7. An invoice that was not submitted in accordance with the provisions of this Agreement may be returned by the Client to the Architect, with details of the defects found therein, in order for them to be corrected immediately. Any such invoice shall be deemed as though it was not delivered to the Client. If the invoice is returned to the Architect within the Review Period as defined above, the day-count for payment as stated above shall run from the date on which the corrected invoice is approved. Payment shall be made provided that the invoice has been approved by the Manager and the Client as stated above, against a duly issued tax invoice and upon delivery of a certificate of exemption from withholding tax at source. The Architect shall also provide the Client with a valid certificate of proper management of books of account pursuant to the Public Bodies Transactions Law. If the Client is subject to an obligation to withhold tax at source, withholding tax at source at the rate prescribed by law, or at the rate set in valid certificates issued by the Income Tax authorities and provided

by the Architect to the Client under the Architect's responsibility sufficiently in advance of the relevant payments, shall be deducted from each payment on account of the fee.

- 2.8. The final invoice shall be paid only after the Architect provides the Client with a declaration regarding settlement of the Architect's claims against the Client and the Manager in connection with the Planning Services and in connection with this Agreement. The final invoice shall not be reviewed by the Manager and the Client and shall not be approved unless it is accompanied by all documents required for its review.

3. Consideration as a final amount

- 3.1. The fee payable to the Architect has been set as a full, final and inclusive price for the performance of all of the Architect's undertakings and obligations under this Agreement, and it includes all of the Architect's expenses in connection with the performance of all Services, after the Architect has examined the nature and scope of the Planning Services, the performance of which is required of the Architect under this Agreement and its appendices, after having examined the land and the Project and understood the Architect's obligations under the Tender Documents and this Agreement, and further based on the Parties' agreement that the Contract Fee is a final and inclusive price and that the Client shall not be obliged to pay the Architect any amount in addition to the Contract Fee for the performance of all Services in accordance with the provisions of this 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; it does not undertake any scope of projects and/or any scope of Services to be performed by the Architect and/or any scope of work assignments to be issued to the Architect; and the Client shall be entitled to obtain the Services contemplated under this Agreement also through third parties and/or additional entities. The Architect declares that it is known to him and agreed by him that nothing in this Agreement constitutes any undertaking by the Client to obtain Services from him in any scope whatsoever, and that it is agreed and known to him that the Client may obtain the Services from additional entities or engage additional entities for the purpose of obtaining them, and that he shall not raise any claim and/or demand in this regard against the Client, and in particular shall not raise any claim in respect of any additional or other Consideration to which he alleges he is entitled.
- 3.3. It is known to the Architect that a long period may elapse between completion of the design and commencement of the works on site, and it may even be the case 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 be comprised of separate work phases and/or be performed in stages and/or that a prolonged period may elapse between one phase and the next. In any event, the Architect shall have no claim and/or demand as a result thereof, including, without limitation, any demand for monetary compensation as a result thereof, and no other or additional Consideration shall be paid to him other than the Consideration expressly set forth in this Agreement.
- 3.4. The Architect declares that the Consideration stipulated in this Agreement constitutes full, adequate, and fair Consideration, and includes profit and covers all expenses involved in and arising from the required services, as well as the other undertakings pursuant to this Agreement or under any law, and that, within the framework of his Tender submission, he took into account 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 stages;

and he shall have no claim for any additional or other Consideration as a result thereof, unless expressly provided otherwise in this Agreement.

- 3.5. The Architect's fee includes all direct and indirect costs required and/or involved in the performance of the Services, including personnel employment expenses, modeling, photographs, site visits, participation in meetings, insurance, office expenses, travel, per diem, telephone, fax, computer software, general expenses, and overhead.

4. **Additional Expenses**

- 4.1. The Architect's fee does not include costs for reprographic copies, except for reprographic copies used by the Architect for internal office work. It is clarified and agreed that the Architect undertakes to order the reprographic copies from the bureau designated by the Client and at tariffs to be agreed between the Client and such bureau.
- 4.2. Furthermore, the Architect's fee does not include expenses for computerized models and measurements.
- 4.3. Unless expressly stipulated otherwise in this Agreement, the Architect shall not bear the costs of engaging Consultants in 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 the Architect's subcontractor.
- 4.4. Building permits: The fee includes handling applications and approvals for the building permits required for the Project (including split permits without limitation), including shoring and excavation permits, a fencing permit (if required), building permits, and permits for Changes.
- 4.5. The Architect's fee does not include expenses for business travel abroad, if required and approved in advance and in writing by the Client. For travel abroad, no fees shall be paid for time spent outside Israel. The Client shall reimburse the Architect in full for airfare, accommodation, and per diem expenses, up to the limits customary under the Israeli Accountant General's guidelines, provided that the Client's prior written approval for such travel has been obtained.

5. **Payments – General**

- 5.1. The Fee does not include value added tax (VAT). VAT shall be paid at the rate prescribed by law at the time the payment is made, against delivery of a duly issued tax invoice by the Architect to the Client.
- 5.2. For the avoidance of doubt, no linkage/indexation terms shall apply to the Fee.
- 5.3. Approval of interim statements and the making of payments thereunder shall not constitute agreement or approval by the Client as to the quality of the Planning Services performed by the Architect or their compliance with the requirements of this Agreement.

Appendix "C"

Insurance Appendix and Confirmation of the Architect's Insurance Arrangements

Appendix "D"
Confidentiality Undertaking

To
Sheba Negev Ltd.
(hereinafter: the "**Client**")

Date: _____

Undertaking to Maintain Confidentiality

- Whereas** I am aware that, by virtue of my provision of Services to the Client, whether directly or through _____, information, as defined below, comes into my possession and/or is delivered to me;
- Whereas** the information that comes into my possession and/or is delivered to me is particularly sensitive, and its disclosure may cause the Client substantial damage;
- Therefore** I, the undersigned _____, holder of I.D. No. _____, hereby declare and undertake towards you as follows:

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

1. I hereby undertake to maintain in absolute confidentiality and not to disclose and/or transfer, directly or indirectly, to any person and/or entity whatsoever, any information and/or knowledge related 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 their Plans, including, without derogating from the generality of the foregoing, any record, drawing, plan, specification, any document and/or information in connection with the Project and/or the Client, trade secrets, customer details, marketing, distribution and advertising methods, prices, calculations, discounts, transaction details, working methods, salary and/or employment terms, the business intentions of the Client, details about the Project, the Client's managers and/or employees, or any other information that came to my attention in connection with the Client (hereinafter: "**Classified Information**"), whether the Classified Information came to me as a result of my engagement with the Client or became known to me from any other source.
2. I hereby undertake that I shall not deliver and/or transfer, directly or indirectly, to any person and/or 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 USB drive and/or other media for the storage of information and/or any photographed and/or printed and/or reproduced object and the like, containing the Classified Information, in whole or in part.
3. I shall not make any use, including duplication, manufacture, sale, transfer, imitation, and 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 safeguarding requirements, as shall be issued from time to time by the Client.
5. Immediately upon completion of the provision of the Services in connection with the Project, for any reason whatsoever, I shall return to the Client anything that came into my possession as detailed 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 relating to the Client and/or containing the Classified Information, in whole or in part.

6. In any case where I breach any of my undertakings above, I shall be obliged to indemnify you for any and all damages and/or expenses incurred by you as a result of the breach of my undertakings above, including legal expenses and attorneys' fees, plus VAT as required by law, without derogating from any remedy and/or relief available to you under any law.
7. For the avoidance of doubt, it is hereby clarified that this letter of undertaking is in addition to the provisions of any law or agreement.

In witness whereof, I have hereunto set my hand:

Date

Signature

This document was executed in the presence of:

Name and Signature

Appendix "E"
Form of Declaration regarding Waiver and Release of Claims

We, the undersigned, _____ hereby respectfully submit the aggregate and final account (the **"Final Account"**) to _____, in respect of the performance of all the Planning Services that we performed (the **"Planning Services"**) and in respect of the performance of our remaining undertakings in accordance with the Agreement between us dated _____ (the **"Agreement"**).

We hereby declare and confirm as follows:

- A. That the aggregate and final amount approved by the Client as Consideration for the full performance of the Planning Services and for the full performance of our remaining undertakings, on account of the Contract Fee up to the date of submission of the Final Account, is _____ NIS (the **"Final Contract Fee"**).
- B. That other than the Final Contract Fee, as detailed in the final accounts approved by the Client, we have no, and shall have no, claims and/or demands and/or allegations of any kind whatsoever against the Client and/or against any of the following and/or any persons acting by virtue thereof or on its behalf, in connection with the aforesaid agreement and/or anything directly or indirectly related to this Agreement and/or anything involved therein and/or arising therefrom.
- C. That on account of the Final Contract Fee, we have received to date the total sum of _____ NIS, and upon receipt of the balance due to us in the sum of _____ NIS, we will have received the full Contract Fee due to us for performance of our obligations under the Agreement, including all of our obligations in connection with the International Architect.
- D. Nothing stated above shall release us from performing the remaining obligations that we are required to perform after completion of the Planning Services.

In witness whereof, the undersigned have signed today:

Date: _____

Signature

Witness

Appendix V

The Architect's Tender proposal, together with all of its appendices (including the Tender Documents forming part of the proposal and amendments incorporated therein by agreement of the parties prior to the award of the Tender)