

Appendix F – Agreement

That was prepared inon

Between

(hereinafter – “the Procurer”)

And

(hereinafter – “the Company”)

- Whereas** The Procurer is interested in receiving the consultation and strategic planning services for the advancement of an efficiency process in the courts system (hereinafter – “the Project”);
- And whereas** The Procurer held a Tender in order to choose a company that would provide it with the service defined in the framework of this Agreement;
- And whereas** The Company won the Tender and agreed to provide the Procurer the services requested in the Tender documents and in this Agreement with all of its attachments, according to the requirements of the Procurer as they shall be from time to time, subject to its exclusive discretion;
- And whereas** The Company declares that it meets all of the conditions and requirements that the Procurer established; that it has at its disposal the people, the knowledge, the resources, the professional skill and level necessary to provide the services at the highest level and that it is committed to complete availability of all of those acting on its behalf, according to the needs and demands of the Procurer, as they shall be from time to time, all

of this for the purpose of providing the services requested in this Agreement to the complete satisfaction of the Procurer.

It is therefore agreed, declared and conditioned between the Parties as follows:

1. General

- 1.1. The Introduction to this Agreement, the appendices attached to it, the Tender documents, the clarifications that were distributed among the proposers, and the Company's proposal for the Tender constitute an integral part of the Agreement.
- 1.2. The terms in the Agreement shall be given the meaning given to them in the Tender, unless implied otherwise from the context.
- 1.3. In the event of a contradiction and/or lack of clarity between what is stated in the Tender documents and what is stated in this Agreement, the Agreement shall prevail.
- 1.4. The headings in this Agreement are solely for the purpose of convenience and the provisions of the Agreement are not to be interpreted according to them.

2. Substance of the Agreement and Characterization of the Services

- 2.1. According to the requirement of the Procurer, the Company shall provide services of assistance and professional accompaniment to the process of efficiency in the courts system in Israel, including: conceptual analysis, thorough and deep analysis of the existing system; a strategic plan to make the system more efficient; and accompanying the Procurer throughout the efficiency process; beginning from the stage of starting the process of formulating a work plan for efficiency until its actual implementation. All of this is subject to what is set forth in the Agreement including its various parts and attachments, and in accordance with the Company's proposal in the Tender (above and hereinafter – “**the services**” or “**the work**”).
- 2.2. The Company shall accompany the Procurer in the efficiency process, beginning from the stage of starting the process of formulating a work plan for efficiency until its actual implementation, as long as the Agreement is effective, including measurement of the achievements and auditing of meeting the targets that were established, in accordance with what is set forth in **Supplement B** to the Agreement – “**Work Content**” – and in accordance with the Company's proposal in the Tender.

2.3. The Company shall perform what is assigned to it pursuant to this Agreement through the staff under its auspices, according to its proposal in the Tender (hereinafter – “the Staff”). The Company may be assisted, in particular missions, by additional entities, that are not included in its proposal in the Tender, provided that the Procurer’s consent to this was obtained.

3. The Time period of the Agreement and the Scope of the Contractual Relationship

3.1. The timeframe of the contractual relationship begins from the date the Parties signed on this Agreement until the completion of performance of all of the requested services, in accordance with the decision of the Procurer and to its satisfaction, and this is within two years from the date of the Parties’ signature on the Agreement (hereinafter – “the contractual period”).

3.2. The right is reserved for the Procurer to extend the contractual period for another three (3) periods of one year each, and in total for an additional three (3) years.

3.3. The Procurer shall be entitled, at any time, and for any reason whatsoever, to terminate the contractual relation in a written notice that shall be given to the Company ninety (90) days in advance, and the Company shall have no allegation or demand as a result of this against the Procurer or anyone on its behalf, except regarding the receipt of the consideration pursuant to this Agreement for the services provided by it up to the termination of the Agreement as stated.

3.4. Without derogating from the generality of the above-stated, the Procurer shall be entitled, according to its exclusive discretion, to decide whether to implement the process of assimilation as presented by the Company – in whole or in part; whether to employ the Company in the framework of the implementation and assimilation process; whether to end the contractual relation with the Company and not to employ it in the framework of the assimilation process; whether to employ it in the assimilation in a partial manner; and whether to go to another provider to carry out the assimilation process.

4. The Company’s Declarations and Obligations

4.1. The Company shall devote to the provision of services the time necessary in order to carry them out at the highest professional level and according to the time schedule that it committed itself to in its proposal in the Tender, and that was approved by the Procurer.

4.2. The Company shall provide the services after coordinating with the Procurer at its convenience.

- 4.3. The Company declares that it has the personnel, the professional knowledge, the resources, the experience and the skills necessary to provide the services at the highest level of efficiency and professionalism, and it undertakes to use all of these in providing the services.
- 4.4. The Company shall not replace the head of the staff or the main members of the staff (who were noted in its proposal to the Tender) unless it was given prior written approval from the Procurer to do so.
 - 4.4.1. The Procurer may demand the replacement of any member of the staff, if in the Procurer's opinion, he does not meet the terms of the Agreement, is not appropriate for carrying out the project or for any other germane reason, according to its discretion and without need to provide reasons, and the Company shall act according to the Procurer's demand.
- 4.5. The Company shall report to the Procurer regarding its activity in the framework of provision of the services as set forth in this Agreement.
- 4.6. In view of the high level of fiduciary relations required between the Company and the Procurer in providing the services, the Company undertakes to act to insure all of the aspects pertaining to the fulfillment of these fiduciary relations throughout the period of the Agreement and afterwards, including the absence of conflict of interest or apprehension of the existence of a conflict of interest between the provision of services and any other activity or interest of the Company or someone on behalf of it.
- 4.7. The Company hereby waives any allegation, demand and claim, of any kind and type whatsoever, towards the Procurer in connection with a change in the scope of the contractual relationship and/or changes in the assignments imposed upon it/and or voiding of the Agreement, and the Procurer shall not be liable for any compensation, additional consideration or other payment for or in connection with changes in the scope of the services, voiding of the Agreement and/or change of the period of the Agreement and/or change in an assignment that was assigned to the Company. The Company shall be entitled in any event only to the consideration owed it for the work that was performed by it in actuality.
- 4.8. The ones authorized to sign on behalf of the Company read the provisions of the Agreement and they understand them and consent to them, and the Company is entering into the Agreement after it found that it can fulfill its obligations pursuant to it in their entirety.

- 4.9. The provisions of this Section 4, including the sub-sections in it, are main provisions of the Agreement and its breach shall be considered a fundamental breach of the Agreement.

5. Contractual Relation with an Outside Consultant

- 5.1. If the Company has contracted with an outside consultant for the purpose of carrying out this Agreement, the following provisions shall apply to it:
- 5.1.1. The Company declares herein that in the framework of the contractual relationship with the outside consultant, the outside consultant shall commit to complete availability for the purpose of carrying out stages A and B of the work, as defined in this Agreement, and for a period of time that is not less than three years from the date of signing the Agreement.
- 5.1.2. The Company is aware that the fulfillment of the outside consultant and the members of the staff under its auspices of the number of hours to which they committed themselves in the framework of the contract of the outside consultant with the Company (as required by the Tender) is a fundamental part of this Contract, and a downward deviation that exceeds 15% of the number of hours, without the prior written approval of the Procurer, constitutes a fundamental breach of the Agreement by the Company.

6. Information Management Systems

- 6.1. Information management regarding this contractual relationship (in this chapter – “**the information**”) shall be carried out according to one of the following possibilities, according to the choice of the Procurer:
- Option A** – To the extent that the Company has a computerized system to manage information, through the Company’s system, subject to the Procurer’s approval.
- Option B** – The Procurer has an information management system (share docs), and it is possible that the Company will be given permission to use it, in accordance with the needs of the Procurer.
- 6.2. The Company shall manage the information through one of the options presented above, in accordance with the exclusive discretion of the Procurer, in such a manner so as to insure keeping the information available, up-to-date and given to recall at any time by the Steering Committee, in the systems and through the means that

shall be made available by the Company to the Steering Committee. Without derogating from the generality of the stated:

- 6.2.1. The Company shall manage all of the information accumulated in the framework of the project, including decisions, position papers, alternatives, recommendations, accompanying documents, etc., in a secured fashion.
- 6.2.2. The Company shall keep in the data base available, up-to-date information that can be retrieved (including printing) at any time and in a reliable and simple manner in the systems and means that will be made available to the Steering Committee in accordance with the system of permissions.
- 6.2.3. The information management system shall be according to internet architecture, without any installation at the outlying station. All of the work as against the system shall be carried out with a standard browser. The system must include a user interface.

6.3. Program, in the Case of Option A

- 6.3.1. The Company undertakes to upgrade versions of the basic program that is integrated in the information management system proposed by it, throughout the entire period of the contractual relationship.

6.4. Backup Systems in the Case of Option A

- 6.4.1. The Company must define backup apparatuses of the database and of the application program, in order to insure the ability of fast recovery and retrieval, so that the continuity of the service and availability of the system will be preserved as required.

6.5. User Interface, in the Case of Option A:

- 6.5.1. The user interface will be user friendly.
- 6.5.2. The work environment of the user shall include a menus system that will cover all of the activities of the system and which will be operated after he identified himself by name and personal code. The user will not be required to enter personal identification and/or a code in the transition between the various components of the system.
- 6.5.3. The Company shall give the Procurer the operations file and a user guide and shall carry out guidance as needed.

- 6.5.4. Procedures, information security and system maintenance – shall be defined by the Proposer and shall be brought before the Procurer for its approval.
- 6.6. The Company undertakes to bear all of the costs involved in operating the information management system required by this Agreement.
- 6.7. The company shall allow access to the information management system to every employee, sub-contractor and/or expert supplier employed by it with respect to this project in accordance with the terms of the Agreement.
- 6.8. The Company, the employees of the Company and the sub-contractors and/or providers of the Company, who are supposed to come into contact with information connected to the project, or who have permission to access the information management system, shall sign the confidentiality form in the version attached as **Supplement A** to the Agreement.
- 6.9. Without derogating from the above-stated, it is hereby clarified that the security directives that apply and that shall apply to the Company, shall also apply to its sub-contractors on the project and that it is the Company's responsibility to verify compliance with the provisions of this section.
- 6.10. The Company undertakes to keep confidential and not to transfer, to notify, to provide or to bring to the knowledge of any entity, directly, indirectly or in any manner whatsoever, any information, knowledge, trade secret, data, belonging, document of any kind whatsoever or any other thing that, according to its nature is not an asset of the general public (hereinafter – “confidential information”) that was prepared by it or by someone on its behalf or that came into its possession, or into the possession of someone on its behalf, in the wake of or in connection with this Agreement, and this is in the course of performance of the Agreement, prior to it or afterwards. The Company undertakes to ensure that its employees, its directors and any other person acting on its behalf shall not open, peruse, take out or photocopy material in their possession and shall not transfer such material to any person or body.
- 6.11. The Company undertakes not to use confidential information for any purpose whatsoever except for the performance of this Agreement. The Company shall make sure that the providers of the services on its behalf in this matter shall act in accordance with what is stated in this section above. The undertaking set forth in this section above is not limited in time and it shall apply after the end of the contractual period as well.

- 6.12. Without derogating from what is stated in this Agreement, and in addition to what is stated in it, the Procurer may instruct the Company to implement special arrangements with respect to preserving confidentiality, including establishing special security arrangements, compartmentalization arrangements or special work procedures and the Company undertakes to fulfill the Procurer's demands in this matter.
- 6.13. The Company undertakes to give the Procurer, immediately upon its demand, and in any event by the end of the provision of the services pursuant to this Agreement, all of the information that was prepared or gathered by it in the framework of the provision of services, as well as any information, document or asset that was provided to it by the Procurer, and not to leave in its possession any information that was gathered by it in the framework of provision of the services pursuant to this Agreement.
- 6.14. The Company declares that it knows that the provision of information in contravention of the above-stated constitutes an offense pursuant to the Penal Law, 5737-1977. With the termination of the Agreement for any reason whatsoever the Company shall make available to the Procurer, in a full and well-ordered manner, all of the knowledge and information in its possession with respect to the service and the performance of this Agreement (hereinafter – "the information"). All of the information shall be transferred to the Procurer and/or to the third party that the Procurer shall appoint, in any manner in which it exists (in writing, in computer files, orally and/or in any other manner), according to the schedule established by the Procurer, and without any additional consideration. In order to remove doubt, it is hereby clarified that all of the information is the exclusive property of the Procurer.
- 6.15. Without infringing upon the Procurer's rights pursuant to any law, the Company undertakes to compensate the Procurer for any damage and/or expenses that shall be caused as a result of non-fulfillment of the duty of confidentiality and this is in an amount consented to and estimated in advance of NIS 250,000.
- 6.16. The Procurer or someone on its behalf shall be entitled to carry out at any time, during the period of the Agreement or afterwards, audit and examination at the Company regarding everything connected to the provision of services that is the subject of this Agreement, or to the monetary consideration paid by virtue of this Agreement.
- 6.17. Audit and examination as described above shall include perusal of the account books and documents of the Company, including those saved in magnetic media

and copies of them. In all of this, the auditors shall be entitled to ask for proof of payment of the wages of those employed in the framework of this Agreement as required.

- 6.18. The Company undertakes to permit performance of the above stated and to give those performing the audit, immediately upon their demand, any information or document as described above, as well as financial statements audited by an accountant, to the extent that they are in their possession. The Company hereby waives any allegation regarding confidentiality or privilege or protection of privacy regarding the information or records demanded by the Procurer.
- 6.19. The Company also undertakes to fulfill the stated with respect to anything connected to performance of the Agreement and what is in the possession of a third party.
- 6.20. What is stated in this Section 6, including all of its sub-sections, is a fundamental part of the Agreement, and its breach or breach of a directive given by the Procurer by virtue of it, shall be considered a fundamental breach of the Agreement.

7. Torts Liability

- 7.1. The Company shall be liable for any harm, loss, damage, expense or financial loss, that was caused to any person, to property or body, directly or indirectly, due to an act or omission of the Company or someone on its behalf, including its employees, agents, those hired by it, its providers of services and sub-contractors, in the framework of its activity pursuant to this Agreement or as a result of breach of the Company's obligations pursuant to the Agreement or to any law.
- 7.2. The Company shall compensate the Procurer or anyone acting on its behalf, immediately upon the first demand, for any injury, loss, damage, expense or financial loss for which the Company is liable as stated, and shall indemnify the Procurer or anyone acting on its behalf, immediately upon the first demand, for any amount that is paid or demanded, or that it was obligated to pay, in the wake of a demand or action that was filed against it and the liability for which is imposed upon the Company as stated, including legal expenses and attorneys' fees.
- 7.3. Nothing in the stated in this section derogates from the Company's liability pursuant to the contract or any law.

8. Insurance

- 8.1. Without derogating from the Company's liability and obligations pursuant to any law and pursuant to the remaining provisions of this Agreement, the Company undertakes to fulfill, at its expenses throughout the period of provision of services pursuant to this Agreement and as long as the Company's liability exists in accordance with this Agreement or according to any law, an insurance policy for professional liability.
- 8.2. The policy shall insure the Company's liability, and those on its behalf, for a professional act or omission, in the course of or in the wake of or in connection with the performance and provision of services in accordance with this Agreement and within the boundary of the liability that shall not be less than a sum equaling the amount of \$1,000,000 (one million U.S. dollars) for any event whatsoever and cumulative during the period of the insurance.
- 8.3. The policy shall not include any limitation regarding loss or causal damage and/or loss of use and/or regarding delay in work or in delivery, loss of documents, bad faith and/or malicious intent, lack of integrity or fraud on the part of employees.
- 8.4. The policy shall be expanded to include liability for indemnification of the Procurer in connection with the actions or omissions of the Company and those acting on its behalf, subject to an intertwined liability section according to which the insurance is considered as if it was prepared separately for each of the insured units. Similarly, the policy shall include extension of the period of disclosure for at least six months.
- 8.5. The policy shall include, *inter alia*, the following sections:
 - 8.5.1. To the name of the insured shall be added, as an additional insured party, the Procurer.
 - 8.5.2. In any event of reduction or cancellation of the insurance by one of the Parties, they shall have no validity unless prior notice of at least 60 days was provided in a registered letter to the Procurer.
 - 8.5.3. The insurer waives any right to subrogation, a claim, participation or refund regarding the Procurer and his employees – provided that

the waiver shall not operate to the benefit of a person who caused damage with malicious intent.

- 8.5.4. An explicit condition according to which the policies take precedence over any insurance arranged by the Procurer and that the insurer waives any demand and/or claim for payment of a deductible by the Procurer;
- 8.5.5. The Company is solely liable vis a vis the insurer for payment of the premium and deductibles for the policy and to fulfill all of the obligations imposed upon the insured according to the terms of the policy.
- 8.6. Each section in the policy that suspends or decreases in any manner whatsoever the liability of the insurer where other insurance exists shall not be operative vis a vis the Procurer, and vis a vis it the insurance coverage shall be assumed to be the first insurance which entitles it to the entire rights pursuant to the insurance policy;
- 8.7. Within seven days from the date of signing this Agreement, the Company undertakes to provide the Procurer with confirmation of the insurance company that the insurance pursuant to this Agreement has been arranged.
- 8.8. The Company undertakes to maintain the policy for a period of time of at least seven years after the termination of this Agreement.
- 8.9. In addition, the Company undertakes to carry out third party liability insurance that covers the liability of the Company and/or workers on its behalf for damage to the body and/or property of any person and/or body whatsoever, due to its actions in everything connected to the carrying out of its obligations pursuant to the Agreement, within the limit of liability that shall not be less than an amount of 500,000 U.S. dollars per event and the amount of 500,000 U.S. dollars for a yearly period of insurance.
- 8.10. The Company also undertakes to maintain employers' liability insurance that insures the liability of the Company vis a vis all of those employed by it for bodily injury or illness that shall be caused to them in the course of and/or in the wake of their work, within the liability limit that shall not be less than 1,500,000 U.S. dollars per event and from \$1,000,000 for the entire period of the contractual relationship. The insurance shall be expanded in order to include the Procurer as an additional insured party and in the event that it is alleged that it is considered to be the employer of

any of those employed by the Company in connection with the performance of this Agreement.

- 8.11. It is herein declared and agreed that there is nothing in the arrangement of the insurance as set forth above, in the provision of confirmation of the insurance and/or in the provision of the policies by the Company so as to impose any liability whatsoever on the Procurer and/or to constitute confirmation regarding the suitability to what was considered and/or to exempt the Company from liability according to the Agreement and/or to any law.
- 8.12. Nothing stated in this section shall exempt the Company from the obligations applicable to it in carrying out the project according to any law, and what is stated in them is not to be interpreted as waiver by the Procurer of any right or remedy accorded it pursuant to any law.
- 8.13. What is stated in this section 8, including all of its sub-sections, is an essential part of the Agreement and its breach shall be considered a fundamental breach of the Agreement.

9. Absence of Employee-Employer Relations

- 9.1. It is agreed and declared that the Company is an independent contractor, and there are not and shall not be between the Company, its employees, its agents, its providers of services and anyone on its behalf and between the Procurer or anyone on its behalf, employee-employer relations.
- 9.2. If, in spite of the above-stated, a court or labor court shall determine that there are employee-employer relations as stated, or such shall be alleged, and as a result monetary expenses or other damages shall be caused to the Procurer or anyone on its behalf, the Company shall indemnify the Procurer or anyone on its behalf, immediately upon the Procurer's demand, for all such expenses and damages as stated, including legal expenses.
- 9.3. The Company declares herein that it is exclusively responsible for its employees and that it is the only one bearing all of the responsibility, liability or duty that an employer is likely to owe to its employees, including payment of salary and social rights of any kind and type.

10. Property Rights

- 10.1. Every document that shall be prepared by the Company in connection with this Agreement and every other document that shall be required to assist in the processes of the project shall be in the complete and exclusive possession of the Procurer and it shall be transferred to its possession immediately upon its demand and the Company and/or anyone on its behalf shall not have any allegation or claim regarding this and/or any right of delay; with respect to this matter “document” includes data that were saved in magnetic media and/or any other media.
- 10.2. The Company hereby confirms and undertakes that the Procurer shall be entitled to make any use, according to its discretion, of the work products pursuant to this Agreement, *inter alia* to transfer them to any entity whatsoever and for any other purpose, including making changes in them. The Company shall not be entitled to any consideration or addition to consideration for the use of the work products pursuant to this section.
- 10.3. Without derogating from the above stated, it is clarified and agreed herein that the intellectual property rights in the work products belong exclusively to the Procurer, including the copyright to any document (including physical or magnetic media), or expert opinion or intellectual property that shall be prepared by the Company or in reliance upon services that shall be rendered by the Company in the course of the provision of the service requested in this Agreement. It is clarified that the consideration set forth in this Agreement also constitutes consideration for all of the intellectual property rights of the Procurer as detailed in the Agreement.
- 10.4. The Company shall not make any use of the work products, except for the purposes of the performance of this Agreement.
- 10.5. What is stated in this section, including all of its sub-sections, is an essential part of the Agreement and its breach shall be considered a fundamental breach of the Agreement.

11. Representatives of the Procurer and the Company

- 11.1. The Procurer’s representative, for the purpose of performance of this Agreement, is Ms. Sharon Ben Dor or whoever shall be appointed by her.
- 11.2. The Procurer is entitled to replace its representative at any time and this is through notice to the Company.

- 11.3. The Company's representative, whose details shall be provided by the Company to the Procurer when this Agreement is signed, shall serve as the authorized person on behalf of the Company for every matter connected to the services and the Agreement, without this derogating from the Company's obligations and its responsibility pursuant to the Agreement. The Company's inquiries to the Procurer or someone on its behalf shall be carried out through the Company's representative. An inquiry or notice of the Procurer or someone on its behalf to the Company's representative shall be considered an inquiry or notice to the Company.
- 11.4. The Company shall not replace its representative, unless it received the prior written approval of the Procurer's representative. The Procurer's representative shall not refuse to such a request except on reasonable grounds. Pursuant to the demand of the Procurer's representative, the Company shall replace its representative without delay.

12. Conflict of Interest

- 12.1. Without derogating from the provisions of this Agreement, the Company hereby declares and undertakes that there are not and will not be in its business and professional actions and/or the actions of those acting on its behalf in connection with this Agreement, or in their business connections, any conflict of interest or apprehension of conflict of interest with its obligations in this Agreement, including a connection of work for another entity.
- 12.2. It is hereby emphasized that the issue of conflict of interest is part of the foundation of the Agreement and therefore, and without derogating from the above-stated, the Company must inform the Procurer immediately and at any stage whatsoever, of any apprehension, even the slightest, of the possibility of a conflict of interest, as stated in this section.
- 12.3. The Company shall require all of the workers on its behalf in the project to operate in accordance with the requirements of this Agreement **and shall have each of them sign** the formulation of **Supplement C** to this Agreement – “conflict of interest.”
- 12.4. The delivery to the Procurer of **Supplement C** “conflict of interest”, signed by each of the workers on the part of the Company, constitutes a condition precedent for employment in the project. Without derogating from the above-stated, breach of the commitment, as stated, by any of the workers on behalf of the Company shall be considered a breach of the commitment of the Company itself, to the extent that the Company did not act as a reasonable company would be expected to act under the circumstances.

- 12.5. The Company undertakes that in the course of time in which this Agreement is effective that neither it nor any of the workers on its behalf will give to anyone, other than the Procurer, any service connected to the project and/or to this Agreement, for consideration or without consideration, unless the Procurer gave its prior written approval to this.
- 12.6. What is stated in this section, including all of its sub-sections, is an essential part of the Agreement and its breach shall be considered a fundamental breach of the Agreement.

13. The Manner of Reporting

- 13.1. Considering the volume of the work, as detailed in **Supplement B** of the Agreement, the Company shall act to report to the Procurer as detailed in this section below.
- 13.2. The reporting arrangement and the meetings relate to a number of levels: the Steering Committee, the sub-committee, the limited sub-staff (to the extent it exists).
- 13.3. Below is the frequency of the expected meetings that the staff on behalf of the Company must hold with representatives of the Procurer:
 - 13.3.1. Meetings of the Steering Committee on a monthly basis (once a month).
 - 13.3.2. Meetings of the sub-committee on a weekly basis (once a week).
 - 13.3.3. Meetings of the limited sub-staff on a weekly basis (once a week).
 - 13.3.4. In order to remove doubt, it is clarified and agreed that to the extent that there is a need, the Procurer will be entitled to initiate additional meetings. It is also clarified that the meetings are cumulative and not alternative.
- 13.4. Prior to the beginning of each stage of the work described in **Supplement B** of the Agreement, the Company shall submit to the Steering Committee or someone on its behalf, a current and detailed work plan, in accordance with its proposal in the Tender.
- 13.5. The Steering Committee shall decide, according to its discretion, whether to approve the plan in whole or in part. Where the Steering Committee did not approve the plan even partially, it shall notify the Company and the Company shall submit a new plan in accordance with the comments of the Steering Committee and

its directives. Subject to the approval of the Steering Committee or someone on its behalf, the plan shall become effective.

13.6. **Reporting in the Framework of Stages A-B**

13.6.1. At the beginning of each stage, the Company shall submit a detailed work plan to the Steering Committee that includes schedules and milestones, consistent with its proposal in the Tender. The Company's progress report in performing the plan shall be done in the form that the Steering Committee or someone on its behalf shall determine.

13.6.2. The performance of the work plan is conditioned upon the approval of the Steering Committee or someone on its behalf.

13.7. **Report in the Framework of Stage C**

13.7.1. Subject to the decision of the Procurer to perform Stage C through the Company, the manner of reporting in Stage C shall be as follows:

13.7.1.1. The Company shall report its progress in implementing and assimilating the proposed recommendations, in accordance with the program that shall be determined by the Steering Committee or someone on its behalf.

14. Consideration and Terms of Payment

14.1. **General**

14.1.1. The consideration shall be on the basis of a combination of the **fixed price and the price per hour**, as set forth below:

14.1.1.1. **A fixed price** that relates to Stages A + B, as detailed in **Supplement B** of the Agreement (hereinafter – “fixed price”).

14.1.1.2. **Price per hour** that relates to Stage C (hereinafter – “the stage of assimilation”), as detailed in **Supplement B** of the Agreement, in accordance with the assignments defined by the Procurer, to the extent they shall be defined.

14.1.2. **The Consideration for Stages A + B**, as set forth in **Supplement B** are as follows:

- **The price set for Stage A is: NIS _____.**
- **The price set for Stage B is: NIS _____.**

The consideration shall be paid by the Procurer as set forth below:

- **For Stage A** – upon completion of the work and confirmation of the Procurer.
- **For Stage B** – in accordance with the Company meeting the milestones that were agreed upon with the Company, in accordance with its proposal in the Tender, with 20% of the amount to be paid upon completion of the work and the Procurer’s approval of it.

14.1.3. It is clarified and agreed that the consideration for Stages A and B shall express and include all of the direct and indirect expenses and costs required for carrying out the efficiency project, including travel in Israel and abroad, flights, hotels, food, translations, simultaneous translations, office expenses, communications, conference calls, computerization, office equipment, tours in any place in Israel, wages, taxes, profit and any addition expense involved in carrying out the Company’s obligations.

14.1.4. Upon the completion of Stages A + B, the Company shall present an overall efficiency plan to the Steering Committee and the representatives of the Procurer, and subject to its exclusive discretion, the Procurer shall decide whether to continue to the assimilation stage (Stage C) and in what manner.

14.1.5. **The consideration for Stage C:** Where the Procurer has decided to implement the efficiency plan, in whole or in part, and to carry out Stage C, the consideration shall be paid in the following manner:

14.1.5.1. The total number of hours allocated for the performance of the assimilation stage (Stage C) is **3,000**. The Procurer has the option to expand the total number of hours as stated, in the amount of an additional 3,000 hours.

14.1.5.2. The consideration, at this stage, shall be computed according to the price per hour of each of the groups, as

defined in the Tender, and in accordance with the Company’s proposal in the Tender:

Type of Employee	Price per hour of work not including VAT
Manager/foreign consultant	NIS _____
Senior employee	NIS _____
Junior employee	NIS _____

14.1.5.3. The Company shall submit to the Procurer’s representative, on a monthly basis, at the beginning of the month (to the extent possible by the 5th of each month), a transaction invoice for the hours of work that were performed in the preceding month.

14.1.5.4. The Company shall specify in each invoice the calculation of the amount requested by it, by multiplying the price per hour by the number of hours worked in that month, with distribution according to the types of work. VAT as required by law shall be added to the total amount.

14.1.5.5. **The Company shall attach to each of its monthly invoices:**

- (1) A separate statement for everyone who was employed by it in the project for the month for which the payment is requested, which will detail in an Excel spreadsheet the hours that each entity worked, in the format in **Supplement F** – “Monthly Report of Hours”, including the substance of the activity. The statements, as stated, shall be signed by the head of the staff.
- (2) Statement of the total hours utilized with distribution according to types of employees employed in carrying out the work.
- (3) Subject to the approval of the Procurer’s representative of the invoice and the report of the hours that was submitted by the Company, and as against a monthly transaction receipt detailed as required, to which all of the required

statements were attached, the Procurer shall pay the Company the approved invoice, **within 60 days** from the date of receipt of the receipt and the statements in its offices.

- (4) If after the carrying out of the payment to the Company, the Procurer found that there is a discrepancy between what is recorded in the Company's books and the hours that the Procurer paid the Company for, the Company undertakes to return to the Procurer, upon its first demand, any amount that it received beyond what it was owed, with the addition of interest as set by the Accountant General from the date of the payment and until the date of the return of the excess amount in fact to the Procurer. Similarly, the Procurer is entitled to deduct any amount that was paid in excess from any amount that shall be owing from it to the Company or to collect it in any other manner.
- (5) Upon receipt of the payment and within seven business days, the Company shall provide the Procurer with a tax receipt.

14.2. **Miscellaneous**

- 14.2.1. **"Hour of work"** for purposes of this section and for purposes of calculating the consideration, means 60 minutes of work in fact. In the case of provision of services for part of an hour, the relative rate of the hourly tariff shall be paid to the Company.
- 14.2.2. The Procurer will pay the Company only for hours of work that were actually performed.
- 14.2.3. Linkage differentials shall be added to the stated consideration if and to the extent that they shall be established in the provisions of the Financial and Economic Code and VAT shall be added at its lawful rate, as against the receipt of a tax receipt in accordance with law.
- 14.2.4. In order to remove doubt, it is hereby emphasized that the Procurer shall be entitled to offset against any amount owing to the Company from the Procurer, any amount owing to it from the Company pursuant to this Agreement and/or according to any law, including advances or late payments and/or charges originating in taxation of the consideration,

and/or damage that it will cause, if it will cause damage, to the Procurer and/or the State and/or to third parties as a result of negligent performance of the Agreement.

15. Guarantee

- 15.1. For the sake of insuring the performance of the Agreement, the Company shall make available to the Procurer an unconditional bank guarantee in the amount of NIS 500,000 (five hundred thousand new Israeli shekels) when it is linked to the Consumer Price Index. The guarantee shall be made available from the date of the signing of the Agreement and it shall be valid for 730 days and as long as the Agreement is in effect the guarantee shall be renewed for _____ additional days, under identical terms.
- 15.2. The formulation of the performance guarantee shall be in accordance with **Supplement E** to this Agreement.
- 15.3. The Procurer shall be entitled to expropriate the guarantee or part of it as agreed upon compensation if the Company does not fulfill any of its obligations pursuant to this Agreement, and this is without derogating from the Procurer's right to any relief and/or remedy according to any law.
- 15.4. Where the Procurer expropriates the performance guarantee, the Company shall provide a new guarantee to the Procurer for the identical period of time and monetary amount and under the identical terms as the original guarantee, within seven days from the date of expropriation of the guarantee.
- 15.5. The expenses connected with the performance guarantee, including taking it out, increasing its amount, extending its effective date, its collection or renewal, shall apply to the Company.

16. Assignment of the Agreement

- 16.1. The Company is not entitled to pass the Agreement, or any part of it to another, and it is not entitled to transfer or to assign or to encumber or to mortgage to another any right or obligation pursuant to this Agreement, including the right to money that is likely to be owing to it pursuant to the Agreement, except with the prior written consent of the Procurer to such.
- 16.2. The Company is not entitled to deliver to another all or some of the performance of the services that are the subject of this Agreement, except with the prior written consent of the Procurer.

16.3. Without derogating from what is stated in sections 16.1 and 16.2 above, where the Company has transferred its rights or duties pursuant to this Agreement, or delivered the performance of all or some of the services, to another, the Company shall continue to bear the complete responsibility for the obligations imposed upon it vis a vis the Procurer pursuant to this Agreement.

17. Assistance to the Procurer by the Company

17.1. The Procurer is entitled, according to its exclusive discretion, to decide not to perform an assignment connected with the provision of the services through the Company, to perform it through another or by itself or not to perform it at all.

17.2. In providing the services the Company must act in accordance with the directives of the Procurer, as they shall be from time to time, with on-going reporting in “real time” on all of its actions, as detailed in this Agreement.

18. Fundamental Breaches

18.1. Where the Company committed a fundamental breach of the Agreement, the Procurer shall be entitled, according to its exclusive discretion and without derogating from the remedies accorded to it pursuant to any law, including the remedy of cancellation of the Agreement, to avail itself of one or more of the measures detailed below:

18.1.1. To immediately stop, permanently or temporarily, the continued provision of all or some of the services;

18.1.2. To replace the Company with another company in order to complete the services, permanently or temporarily.

18.1.3. The Procurer shall be entitled to collect and/or to offset from the Company its expenses in the cases stated above with the addition of administrative expenses at the rate of 15% including VAT.

18.1.4. In order to remove doubt, it is herein declared that nothing in the action of the Procurer pursuant to this section shall serve to release the Company from its obligations pursuant to this Agreement.

18.2. “Fundamental breach” shall be one of these:

18.2.1. The non-fulfillment or expected breach of a provision of the Agreement that was designated as being an essential provision of the Agreement and the breach of which shall constitute a fundamental breach;

- 18.2.2. The non-fulfillment or expected breach of a provision of the Agreement, even if it was not determined to be an essential provision of the Agreement, which was not corrected on the date established for that in the notice that the injured party sent to the breaching party;
- 18.2.3. Upon the occurrence of one of these: [1] a petition for liquidation, including voluntary liquidation, or for bankruptcy of the Company has been filed and was not completely removed within 60 (sixty) days from the date of its filing; [2] a petition for the granting of an order for freezing of proceedings against the Company, or a petition for the appointment of a receiver, temporary receiver, liquidator, temporary liquidator, special administrator, or trustee on behalf of the Court was filed for the provider and was not completely removed within 60 (sixty) days from the date of its filing; [3] a lien was imposed or another action with respect to execution of judgments was performed, as to the majority of the Company's assets or its substantive assets, or assets necessary for performance of the services, and the lien was not entirely removed within 60 (sixty) days from the date it was imposed.

19. Miscellaneous

- 19.1. In the event that a controversy arises between the Procurer and the Company in connection with the performance of the Agreement, this shall not constitute grounds to terminate the provision of services by the Company, and the Company shall continue to provide to the Provider the services required of it pursuant to this Agreement.
- 19.2. Every notice that is sent from one party to the other shall be viewed as if it arrived at its destination: if it was delivered in person – at the time of its delivery; if it was sent by registered mail with a certificate of delivery –seventy-two (72) hours after the time it was delivered to the post office; if it was sent by facsimile machine – on the business day after the day it was sent, if the sender has a confirmation of the successful transmission of the entire notice.
- 19.3. Every waiver, extension of time or concession given to the Company by the Procurer shall not constitute a precedent for another instance and shall not be valid unless they were given in writing. A delay postponement in realizing or operating a right on the part of the Company shall not be considered as a waiver on its part of its rights and it shall be entitled to realize them at any time that it shall consider appropriate.

- 19.4. No change, amendment or update of the Agreement shall be valid unless it was done in writing and signed by the agreed-upon representatives of the parties.
- 19.5. The Procurer's approval of services, plans or other documents that were prepared or performed by the Company or on its behalf in the framework of provision of some or all of the services does not release the Company from its full professional responsibility and it does not impose upon the Procurer any responsibility whatsoever for the quality of the Company's services.
- 19.6. The exclusive jurisdiction to adjudicate a dispute in connection with the Agreement shall be given to the court of jurisdiction in Jerusalem.

In witness whereof the Parties have signed:

The Procurer

_____	_____	_____
	Signature	Date
_____	_____	_____
	Signature	Date
_____	_____	_____
	Signature	Date

The Company

_____	_____	_____	_____
Name	Position	Signature	Date
_____	_____	_____	_____
Name	Position	Signature	Date

Stamp of the Company

Supplement A to the Agreement – Affidavit Regarding Preservation of Confidentiality

Obligation to Preserve Confidentiality

We the undersigned hereby declare and undertake toward the Procurer that we know that for the purpose of providing the services requested in this request, information will be disclosed to us and/or will become known to us and we know that the information is among the most essential and vital assets of the Courts Administration and/or the State of Israel and/or the governmental and/or institutional authorities, as applicable.

In this letter of obligation, the term “**information**” means – any information and all data, of whatever kind and type, with respect to the subject of this request, including and without derogating from the generality of the stated, documents and/or databases and/or computer programs and/or formulas and/or ideas and/or business plans and/or statements, all of this in whatever media whatsoever whether written or oral or in magnetic or optic media or in any other manner, whether prepared by us or which we received during and/or in connection with the provision of services, except for information that is accessible and open for public perusal.

Therefore, we declare and undertake vis a vis the Procurer, as follows:

1. To preserve in absolute confidentiality and not to disclose and/or transfer, directly or indirectly, to any person and/or body whatsoever, for whom the information is not essential for the purpose of carrying out their job, any information that came into or shall come into our possession orally, in writing and/or in any manner and/or in any other media, in the framework of the provision of services by us, whether directly or indirectly, including information that was created by us and/or information preserved in the preservation of information system as stated in section 5 of the Agreement and what is stated in **Supplement B** to the Agreement and/or information that came into our possession from others directly or indirectly connected to the provision of services.
2. Not to deliver and/or to transfer, directly or indirectly, to any person and/or body whatsoever, any material, document, diskette and or information, as defined above and not to make any use of the information in whole or in part, including duplication, creation, sale, transfer, distribution, change, copying or imitation, except use required for the purpose of providing the services, with the consent of Inbal, and for its benefit and the benefit of the State exclusively.
3. To deliver to the Procurer, any material and or information that shall be in our possession and/or in our control, connected to the provision of services and/or that was created in the course of the provision of services, immediately upon the first demand of the Procurer, and in any case of termination of the contractual relationship between us and the

Procurer, and without connection to the reason for such termination, and this is immediately with the giving of notice regarding the termination of the contractual relationship. If and to the extent that the Procurer's prior written consent shall have been given to create copies of the information, then we undertake to return to the Procurer any such copy as well, or, in accordance with the directives of the Procurer, to destroy/shred all of the copies that were in our possession, immediately upon the first demand of the Procurer.

4. We are aware that breach of our obligations pursuant to this Statement of Obligations, or some of them, is likely to cause the Procurer and/or the State and/or bodies connected to it, extremely serious and irreversible damage as to which monetary compensation will not constitute appropriate relief and remedy, and therefore we agree that the Procurer and/or the State and/or bodies on their behalf shall be entitled, in the case of breach of any of our obligations pursuant to this Statement of Obligation, to ask the court of jurisdiction to render against us a preliminary injunction and/or other orders with the objective of preventing and/or ending the breach.
5. Without derogating from the above stated, we undertake to compensate and indemnify the Procurer for any damage caused to it and/or the State, including financial loss and/or injury to reputation as a result of the breach of any of our obligations pursuant to this Statement of Obligations, and this is in addition to the right to take legal action against us pursuant to any law. In addition, we undertake that to the extent that we shall breach a provision of this Statement of Obligation we shall return to the Procurer any amount that we received, if and to the extent that we have received such, for the provision of services by us.
6. We know that the information or some of it constitutes information protected in the framework of the Protection of Privacy Law, 5741-1981, and that breach of any of the obligations pursuant to this Statement of Obligations is likely to constitute a violation of said law.
7. We declare that we know that non-fulfillment of our obligations pursuant to this Statement of Obligations constitutes a criminal offense pursuant to Chapter 7 (State Security, Foreign Relations and Official Secrets) of the Penal Law, 5737-1977.
8. If a demand is made of us by virtue of a lawful duty to present the information to any third party whatsoever, we undertake to assert privilege, and we undertake to inform the Procurer of the receipt of such demand, immediately upon its receipt, in order that it will be able to argue against the provision of the information.
9. We know that our obligations pursuant to this Statement of Obligations do not derogate from the applicability of any law and they are irrevocable and are not limited in time,

and they shall remain valid at every time from the date of signing this Statement of Obligations and thenceforth, including even after the termination of the provision of services by us, for any reason whatsoever.

10. Without derogating from the above-stated, we know that our obligations as stated in this Statement of Obligations are an essential part of the Agreement and its breach shall be considered a fundamental breach of the Agreement between us and the Procurer.
11. The jurisdiction regarding this Statement of Obligation shall be given solely to the court of jurisdiction in Jerusalem.

Below is my name and my signature and I declare that the above-stated is true.

Name + Signature

Date

Certification

I, the undersigned, Advocate _____ certify that on _____ Mr. _____, identity number _____, who is authorized to undertake obligations on behalf of the Company, and with whom I am personally acquainted /whom I identified according to identity document number _____, appeared before me and after I warned him that he is required to state the whole truth and only the truth and that if he does not do so he will be subject to the penalties set forth in the law, confirmed to me that his affidavit is correct and he signed it before me.

Attorney, name and signature

Date

Supplement B to the Agreement – The Work Content

The Work Content – Efficiency Processes in the Legal System

General

The requested services are professional assistance services in writing and orally, in analyzing the needs of the system, formulating a methodology, defining and prioritizing the goals and the missions, preparation of a work plan and management of the integrative process. The procuring authority has the option of assistance in the implementation process, including follow-up and auditing.

The work shall be performed in a number of stages, in accordance with the method of work presented below.

Work Methodology

1. The Work Plan

The professional staff on behalf of the Company (hereinafter – “the staff”) shall operate in accordance with the detailed work plan, for each stage separately, that was submitted in the framework of its proposal and as stated:

- 1.1. Prior to the beginning of work in each stage, the staff shall submit for the Steering Committee’s approval a current work plan (that does not reduce the proposer’s obligations in the framework of its proposal).
- 1.2. The plan shall take effect and shall be performed only subject to the approval of the Steering Committee.
- 1.3. This plan shall bind the staff to the schedule and budget that were proposed in the framework of its proposal and no deviation from the proposal shall be performed.

2. Individual Work Plan for each Stage that Includes:

- 2.1. Interim goals and work products requested to be achieved in this stage.
- 2.2. Details of the interim products (alternatives/interim recommendations/drafts of position documents, etc.).
- 2.3. Detailing of figures that the staff will meet with in the course of its work in this stage.

- 2.4. The core staff – the Company’s staff and distribution of its activity.
- 2.5. Additional consultants/bodies that shall accompany this staff.
- 2.6. Detailed Gantt of milestones in the preparation of the stage.
- 2.7. A detailed schedule of meetings of the staff with the Steering Committee and its representatives.

3. Management of the Process

The staff must be available to the Steering Committee for managing work processes, including, *inter alia*:

- 3.1. Coordination of meetings – Steering Committee, sub-committee under the auspices of the Steering Committee, relevant figures, tours, etc. The staff is responsible for conducting meetings, prioritizing, determining the figures with which it is necessary to meet, preparation of materials for meetings, distribution of the agenda, setting up meetings.
- 3.2. Participation in deliberations, preparation of a platform for meetings, participation in brainstorming sessions, preparation of position papers for a deliberation, analysis of alternatives and recommendations, tours in courthouses, participation in meetings with relevant figures.
- 3.3. Complete documentation of the meetings, the deliberations and the tours, including writing, editing and distribution of transcripts of the deliberations.
- 3.4. Management of cumulative information in the framework of the project as in the information management section below.

4. Participation in Meetings/Deliberations

- 4.1. The head of the staff, who was presented and approved by the Procurer, undertakes to participate in all of the deliberations/tours/meetings to which he is invited, including deliberations of the Steering Committee.
- 4.2. The Steering Committee has the exclusive discretion to reduce/prevent the participation of the head of the staff and/or additional members of the staff/consultants/others in the various meetings that it holds.

5. Expected Scope of the Deliberations:

- 5.1. Meetings with key figures in State authorities – approximately 15 meetings in each stage.
- 5.2. Meeting of the Steering Committee – monthly or bi-monthly according to the stage.
- 5.3. On-going meetings with the sub-committee under the auspices of the Steering Committee – weekly.
- 5.4. Meetings with relevant figures – 20-30 meetings in each stage.
- 5.5. Tours of courthouses and additional relevant sites to the extent that they are relevant.

Most of the meetings will be held in Jerusalem or in the Tel Aviv area.

- The scope of the deliberations/tours presented above is a reasonable estimate, and there could be some deviation from the above-stated.
- In order to remove doubt, no additional consideration will be paid to the Company for any deviation from the estimate above.

6. Tours and Meetings Abroad

- 6.1. In accordance with the exclusive discretion of the Steering Committee it is possible that the Committee and/or its representative will carry out a tour in western countries abroad for study and to form impressions.
- 6.2. The head of the staff will accompany the Steering Committee and/or its representative on the tour at the Company's expense.
- 6.3. In accordance with the need, it is possible that a foreign consultant on behalf of the team will be asked to join the tour at the Company's expense.
- 6.4. The team shall coordinate and organize the outline of the tour, including the figures with which the Steering Committee will meet, time schedules and admission certificates to courthouses and relevant offices (arrangement of flights, transfers and hotels shall be the responsibility of the government).

7. Work Products

The end of the stage shall be when the products of the stage have been surveyed and presented to the full satisfaction of the Procurer. In order to remove doubt, it is clarified that the Procurer shall be entitled to demand an analysis of additional alternatives for

efficiency and others, and another supplement analysis of every aspect relating to the judicial system.

Content of the Work and its Components

1. Milestones

The work shall be performed by the proposer according to a number of milestones/stages, which are interim stages in the required work outline as follows:

1.1. Stage A – Characterization of the Analysis and Evaluation of the Existing System:

Basic familiarity with the legal system in Israel, with familiarity with the position papers/committees/bodies that dealt with the analysis of the characteristics of the management of the legal system in Israel, holding interviews with various holders of positions in the system, characterization and evaluation of the existing system, and at the same time carrying out an international study to examine efficient judicial systems.

1.2. Stage B – Strategic Plan to for Efficiency and Advancement of the System

Definition of a multi-dimensional concept for an efficient legal system, variables of decisions, a system of measurements and auditing of the effectiveness of the efficiency of the system. Analysis/alternatives/recommendations to correct failures/ obstructions/ limitations/ resources in order to achieve an efficient judicial system.

1.3. Stage C: Assistance in managing and carrying out structural, organizational and procedural changes, their implementation in the system, carrying out integrative follow-up and auditing of the effectiveness of the implementation.

- The stages presented above constitute a general theoretical and minimal outline for the performance of the requested work. The Company is invited to expand this outline in the framework of its proposal, which will be weighted accordingly.
- The Company is entitled to add stages to the proposed stages, provided that it will be included in the price quote that it submits, and will not be conditioned on additional costs.

2. **Stage A**

	Sub Stages	Work Products
1)	Gathering, Mapping, Identification	Survey of efficiency measures for the structural changes that were proposed (some of which will be implemented and some not) in the last decade in the Israeli judicial system; position papers, legislative proposals, committees, articles, forums that dealt with obstructions/failures/limitations of the legal system in Israel and suggestions for their solution. A brief survey of the findings and the issues arising from them and the solutions that were proposed for this.
2)	Survey of Policies throughout the world	International comparison, fast and brief survey of around 10 western countries as approved by the Procurer regarding the subjects below:
3)		Structural characteristics of the courts system in western countries: The legal system (adversarial as opposed to inquisitorial or common law as opposed to the continental law) (separate systems for civil and criminal cases or mixed systems), instances, departments of specialization, geographic separation – district and territory activity of the economy/sector, scopes of the resources available to the system including separation between judicial positions and administrative positions (preliminary/general survey of the entire country). Existence of measurements for the administrative system or the judicial system, the rate of closing cases, quantity of cases per judge, etc. Data relative to the population (cases per 1000 residents, judges per 1000 residents, etc.).
4)		Analysis of the judicial apparatuses – mapping of the system of judicial apparatuses, public image of the system, its efficiency, the rate of its operation, absence of overload of work in the system, etc.
5)		Presentation of the measurements for auditing the effectiveness of the legal systems in the various countries.

Sub Stages	Work Products
6)	In-depth survey In-depth survey of five western countries
7)	Mapping of countries in which there is an efficient legal system or, alternatively, countries in which a reform has been carried out in the legal system and its characteristics; in this framework a survey of the manner of action of the system and its characteristics will be given and if a reform was enacted – the manner of implementation of the reform and its results (structural-judicial and structural- administrative), with an analysis of the substance of the reform and its components, the degree of success and the strength of the change that was accomplished, the relevant entities in the field, results of implementation of the reform, learning lessons, failures and/or successes in this field and the key factors for them.
8)	Description of the legal system in each country, description of the outcomes that occurred in the system (with/without a reform), detailed survey of the authorities and the bodies involved in these outcomes, survey of the administrative and legal structure, analysis of the effectiveness of the legal system.
9)	Broad statistical analysis and use of measurements such as inventory of cases (closing and opening within a given time period), rate of closing cases (per judge, per 1000 residents, absolute), differences over years, average duration of various proceedings (criminal, small claims, civil proceedings etc.).
10)	Concentration in the overall sample – characteristics of the reforms, subjects common to all of the reforms and significant subjects for individual reforms.
11)	Characterization and analysis of the existing courts system Logical presentation of the courts system including, <i>inter alia</i> , the bases of the action of the system, the values, structure, primary processes, the factors at work in the system, resources, outputs, level of service, etc. The characterization shall include relevant quantitative data. Identification and presentation of the central issues in the courts system (including relating to the strengths, weaknesses and obstructions).

	Sub Stages	Work Products
12)	Comparison between the courts system in Israel as opposed to countries throughout the world	<p>Comparison of the systems according to the variables and the measurements that were defined (...) and reference to the characteristics influencing the variables in the measurements.</p> <p>Subjects that can be adopted from the analysis of systems in the various countries and from the reforms that were carried out in them and the relevant lessons for our purposes.</p>

3. Stage B

	Sub-stages	Work Products
13)	Efficiency	Definition of a multi-dimensional concept to an efficient legal system in the following aspects:
14)		Definition of the designation, the objectives and the outputs of the system Structural aspect – structure of the authorities and relations between the various instances, the sphere of jurisdiction of the various judicial instances, designated niches for a specialized judiciary etc.
15)		Judicial aspect – the sphere of discretion for the general implementation of the rules of judicial hearings, continuity of the legal hearing, reduction of interim proceedings – criminal, civil, administrative and procedures in the judicial process.
16)		Administrative aspect – receipt of case, handling of cases, processes of carrying out missions, clerk's offices, collections, administrative assistants, support of the administrative aspect for the judicial aspect, computerized tools, existence of measurements for employees, etc.
17)	Formulation of a concept and its characterization	Definition of criteria and auditing measurements for meeting targets of the system and for heterogeneous and multi-dimensional efficiency for the Israeli legal system (the strategic perceptions) – secretarial efficiency – administrative, efficiency of the system, judicial efficiency
18)	Interim results	Presentation of the proposed concept from the perspective of the structural aspects, judicial and administrative, the targets and the measurements proposed, including mapping the definitions of the measurements and variables for examination of the efficiency/reform means – degree of relevance/level of effectiveness, etc.
19)	Efficiency process	Identification of the chain of the value in each of the central processes being carried out by the legal system.

	Sub-stages	Work Products
20)		Analysis of the identification and mapping of “bottlenecks”, failures and obstructions in the legal system in terms of the aspects of the clerk’s office-administration, the judicial aspect and the structural-operational aspect. Prioritizing of these obstructions /failures in the aspects of the effectiveness of their influence on the effectiveness of the system and its outputs, and the resources required for their solution.
21)		Identification of the chain of the value in each of the central processes carried out by the legal system.
22)		Formulation and definition of decision variables to adjust and reduce the use of the legal system and increase of its efficiency.
23)		Creation of the connection between the strategic perception and the efficiency plan. Identification of the relevant factors for carrying out the efficiency within and outside the legal system.
24)		Analysis of the effectiveness of the use of the proposed tools to achieve the targets for an efficient legal system.
25)		Definition of the ideal means of action, without consideration of the existing limitations (legislation, case law, physical organizational structure, existing resources, existing legal system, etc.) for an efficient, speedy and just legal system.
26)		Definition of the possible means of action in various areas including practical solutions subject to the subjective conditions of the Israeli legal system. Analysis of their advantages and disadvantages and a recommendation regarding the optimal alternative, while presenting the key factors for success, prioritizing the fields and processes that were identified as having potential for efficiency. Appraisal of the time span for achieving the possible results, the factors involved, and the scope of the anticipated efficiency, the probability that it will be achieved.

	Sub-stages	Work Products
27)		<p>Formulation of a methodology to carry out an effective efficiency process in the overall organizational, systemic plane and characterization of the guiding principles for operation of the various methodologies, in the legislative, secretarial-administrative and judicial plane.</p> <p>Coalescence of a work plan for implementation including missions and prioritization of them, the requirements for actualization of the implementation (general and for the each mission), the necessary resources, time schedule. The plan will present the <u>key factors</u> for success of the implementation, the necessary organization to handle the implementation and assimilation and the management resources required.</p>

4. Stage C:

Realization of this stage is conditioned exclusively upon the discretion of the Steering Committee.

Carrying out strategic follow-up and auditing of the progress of the plan at the overall level and the level of designated projects and missions includes:

- 4.1. Assistance in handing and carrying out organizational changes and processes, and re-designing them, as they were defined in the work plan and approved by the Steering Committee.
- 4.2. Harnessing managers to the efficiency process and formulating incentives to increase encouragement and commitment.
- 4.3. Guidance and holding workshops for managers to realize the efficiency process with the objective of presenting the proposed project, to assimilate it, to measure results and every other action as derived from the work plans.
- 4.4. Carrying out negotiations vis a vis suppliers, clients and additional entities, as shall be required by the Procurer.
- 4.5. Auditing tools – definition of the format for reports.
- 4.6. Examination of the degree of success vis a vis the targets of the efficiency that were defined while operating follow-up and auditing tools.
- 4.7. Questionnaire – management of risks and carrying out changes and updating of the plan in view of the findings derived from the work in the field.
- 4.8. Every other action, the objective of which is achieving the efficiency targets that shall be determined in the work plan and shall be approved by the Steering Committee.

Estimation of the hourly framework is 3,000 hours to carry out this stage. The Procurer has the possibility, subject to its exclusive discretion, to increase the number of hours by an additional 3,000 hours and this is in accordance with the individual work plan that is submitted by the Company and approved by the Steering Committee.

The hourly tariff shall be in accordance with what is stated in section 14 of the Agreement.

Supplement C to the Agreement ▪ Affidavit Regarding Absence of Conflict of Interest

I the undersigned, _____, holder of identity document no. _____, my address being _____, hereby declare and undertake:

1. I participate in the staff on behalf of the _____ Company (hereinafter – “the Company,” that is party to an Agreement with the Courts Administration for the provision of services regarding efficiency measures in the courts system (hereinafter – “the Agreement”).
2. There is no conflict of interest or apprehension of a conflict of interest between my involvement in the provision of services pursuant to the Agreement and any personal or business interest to which I am connected or involved, either direct or indirect.
3. I hereby undertake not to be in a position of conflict of interest or apprehension of a conflict of interest, as stated in section 2 above, through the entire period of my involvement in providing the services pursuant to the Agreement and after the completion of this involvement.
4. I undertake to notify the Courts Administration and the Company immediately of every **fact or situation due to which I am likely to be in a situation of a conflict of interest**, as stated in section 2 above.

In witness whereof I have signed:

Name	Signature	Date
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Certification

I, the undersigned, Advocate _____ certify that on _____ Mr. _____, identity number _____, who is authorized to undertake obligations on behalf of the Company, and with whom I am personally acquainted /whom I identified according to identity document number _____, appeared before me and after I warned him that he is required to state the whole truth and only the truth and that if he does not do so he will be subject to the penalties set forth in the law, confirmed to me the that his affidavit is correct and he signed it before me.

Attorney, name and signature	Date
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Supplement D – Formulation of Unconditional Guarantee for the Performance of the Agreement as a Result of the Tender

Date: _____

To

The Courts Administration

Re: Unconditional Guarantee No. _____.

1. Pursuant to request (hereinafter – “the requester”) we are guarantors herein towards you for the payment of any amount, upon your demand, up to the overall amount of NIS 500,000 (five hundred thousand new Israeli shekels) (hereinafter – “the amount of the guarantee”), linked to the index according to what is stated in section 2 above, in connection to the performance of the Agreement that was entered into as a result of Tender No. 21/10 “Provision of Consultation and Strategic Planning Services for the Promotion and Improvement of the Courts System”.
2. The amount of the guarantee is linked to the Consumer Price Index, as it is published from time to time by the Central Bureau of Statistics and Economic Research (hereinafter – “the index”), with linkage terms as follows: If it transpires on the day of payment pursuant to your demand that the determining index has gone up as opposed to the base index, we will pay the amount of the guarantee increased by the rate of the increase of the determining index as opposed to the base index. If it transpires on the day of payment pursuant to your demand that the determining index has gone down as opposed to the base index, we will pay the amount set forth in your demand, on condition that it does not exceed the amount of the guarantee.

In this guarantee:

“Determining index” – the index that was published most recently before the payment in fact pursuant to this guarantee.

“Basic index” – the index that was published for the month of _____.

3. Pursuant to your first written demand, we shall pay you any amount set forth in the demand, provided that it does not exceed the amount of the guarantee, with the addition of linkage differentials as set forth above, within seven days from the receipt of your first demand in writing, without imposing upon you the duty to provide a basis or reason for your demand or to first demand the payment from the requester.

4. This guarantee shall be valid until _____ (730 days), inclusively. Every demand on your part for payment of the amount of the guarantee must arrive in writing at the offices of the undersigned, the address of which is, not later than the above-referenced date.
5. It is emphasized that “a demand in writing” does not include a demand sent through a facsimile machine, telegram or any other electronic means.
6. This guarantee may not be transferred.

Respectfully yours,

Supplement E – Format for Reporting of Hours

Report of Hours in the Project: Month: Name of Company: Name of Employee: Classification of Employee:		Date <input style="width: 100px; height: 30px;" type="text"/> Total owing Hourly Tariff <input style="width: 100px; height: 30px;" type="text"/> 0.00			
Day of the week	Date	Detail of Work/Assignment	Actual Hours Worked		
			From hour	To hour	Total
			Total Accumulated Hours:		