Non-Official Translation

Sheba Negev Ltd.

Two-Stage Tender for the Provision of Architectural Services for the Shimon Peres Hospital Construction Project

Tender No. 10003199/26

Tender Booklet

[Updated Version Dated October 20, 2026]

Invitation to Submit Proposals/Bids

Sheba Negev Ltd. (PBC), PBC No. 517095683 (hereinafter: "**Sheba Negev**"), hereby invites Bidders that satisfy the minimum eligibility requirements set forth in this Invitation to submit Bids for the provision of architectural and planning services, as specified in this Invitation and the Appendices attached hereto (the "**Tender**"), in connection with the construction of the Shimon Peres Hospital in the Negev, in the city of Be'er Sheva (the "**Hospital**"). The Successful Bidder shall be required to prepare a site development and construction plan for all phases of the Hospital and to perform architectural design services for the first phase (as such term is defined in **Appendix A** to the Tender) of the Hospital construction project, including the construction and operation of the Hospital with a capacity of up to 1,000 beds, as described in **Appendix A** to this Tender.

Implementation of the engagement between Sheba Negev and the Successful Bidder shall be subject, inter alia, to the availability of a sufficient budget under the Budget Law for the relevant fiscal year.

1. **Invitation Documents**

   The documents listed below are attached to this Invitation and constitute an integral part of the Tender Documents:

Appendix A	–	Project Description
Appendix B	–	the Agreement, including its appendices
Appendix C	–	Guiding Principles
Appendix D	–	Price Proposal Form
Appendix E/1	–	Affidavit Regarding the Absence of Convictions for Violations Relating to the Employment of Foreign Workers and Minimum Wage
Appendix E/2	–	Affidavit Regarding the Employment of Persons with Disabilities
Appendix E/3	–	Affidavit Regarding the Core Team
Appendix F/1	–	Affidavit Regarding Compliance with the Experience Requirements Under the Professional Minimum Eligibility Requirements in Section 5.2 of the Invitation
Appendix F/2	–	Affidavit Regarding the Evaluation Criteria in the Quality Scoring Table.
Appendix G	–	Subcontractor Undertaking
Appendix H	–	List of Sheba Negev Consultants

2. **Introduction, Subject Matter of the Tender, and the Services**

   2.1. On May 5, 2024, Government Resolution No. 1731 was adopted, principally addressing the strengthening of the public healthcare system and the expansion of public hospitalization capacity in southern Israel (hereinafter: the "**Government Resolution**"). The Government Resolution is based on a prior government resolution from 2014 and on joint staff work by the Ministry of Health and the Ministry of Finance that examined medical services in the Southern District in relation to the needs and characteristics of the population. Upon completion of that work, a statutory town planning scheme (תב"ע) was advanced for the construction of a hospital with a capacity of approximately 2,120 beds, and the scheme was approved in 2021.

   2.2. The 2024 Government Resolution recommended the construction of the Hospital, which would be owned by Leumit Health Services and Meuhedet

Health Services through the Company for the Establishment of the Shimon Peres Hospital Ltd. (hereinafter: "**Peres Negev**"), and would be designed, constructed, and operated by Sheba through Sheba Negev Ltd.

2.3. Pursuant to the Government Resolution, in July 2024, the Ministry of Finance and the Ministry of Health granted (a) **Peres Negev** a permit to hold an ownership interest in the Hospital under Section 29 of the National Health Insurance Law, 1994; and (b) **Sheba Negev** a permit to design, construct, and operate the Hospital under Regulation 8 of the Budget Foundations Regulations (Rules for the Operation of a Health Corporation), 2002.

2.4. The first phase (as such term is defined in **Appendix A** to the Tender) of the Hospital construction project includes the construction and operation of up to 1,000 beds (approximately 400 of which are intended for psychiatric departments and wings), as described in **Appendix A** to the Tender, and shall hereinafter be referred to as the "**Project**."

2.5. Accordingly, Sheba Negev initiated this Tender to select an architect to provide planning and architectural services for the Project. It is emphasized that the scope of work for preparing the site development and construction plan shall cover the Hospital in its entirety and not only the first phase.

2.6. The Tender shall be conducted as a two-stage tender, as specified in Section 9 below.

2.7. The Bidder selected as the Successful Bidder in the Tender (the "**Successful Bidder**") shall provide Sheba Negev with planning and architectural services for the Project, including preparation of a full-scale site development and construction plan for the entire complex, preliminary design, final design, detailed design, handling of amendments to the statutory town planning scheme (תב"ע), licensing and building permits, upper supervision, superposition design, and systems coordination, all as specified in the Tender Documents and their Appendices and in accordance with and subject to the terms and conditions of the Tender and its Appendices (the "**Services**" or the "**Planning Services**"). As part of the Services, the Successful Bidder shall cooperate with Sheba Negev's teams, the project management company, consultants and planners, consultants specializing in BIM three-dimensional modeling and model management, control and quality assurance firms, and any other relevant party involved in the Project on behalf of Sheba Negev, including Peres Negev, the State Administration, the Be'er Sheva Municipality, and others.

2.8. It is emphasized that, following its engagement with the Successful Bidder and in accordance with the provisions of the Agreement, Sheba Negev may direct that the Planning Services for the Hospital's psychiatric departments and wings (comprising approximately 400 beds) be excluded from the scope of the Services, in which case the Successful Bidder shall not be entitled to any compensation, remuneration, consideration, or other payment in connection therewith.

2.9. The objectives of the Tender include, inter alia, the following:

2.9.1. To select an architect who, in collaboration with an international architectural firm, shall lead a team in designing a modern, sustainable,

and humane hospital that will establish global standards for future public hospitals worldwide.

2.9.2. To advance a design that will address the needs of the diverse local population and growing communities, both now and in the future, and that will be suited to the urban context of Be'er Sheva and the Negev environment.

2.9.3. To demonstrate architectural excellence in hospital design.

2.9.4. To advance a design that will provide flexibility in light of medical and technological changes and allow for the future expansion and enlargement of the Hospital.

2.10. The term of the engagement with the Successful Bidder shall commence on the date on which Sheba Negev signs the agreement attached as **Appendix B** to this Tender (hereinafter: the "**Agreement**") with the Successful Bidder and shall continue until the expiration of the term of engagement under the Agreement, in accordance with the provisions thereof.

2.11. As part of its Bid, each Bidder shall present, inter alia, an architectural firm that is registered abroad and conducts most of its activities abroad, that will collaborate with the Bidder in providing the Services (and in preparing and submitting the Bid), and that will serve as the Bidder's Subcontractor in connection with the Bidder's provision of the Services (the "**International Architect**"). The International Architect's involvement in providing the Services shall be no less than that specified in **Appendix "A/2"** to the Agreement.

2.12. Pursuant to the Agreement, the Bidder shall provide Sheba Negev with an undertaking that no change shall be made to the identity of the Core Team members (as defined in Section 5.1.4 below), the identity of the International Architect, or the allocation of authority and responsibilities between the Bidder and the International Architect, as set forth in Appendix "A/2" to the Agreement, without Sheba Negev's prior written approval.

2.13. Throughout the term of the engagement and the provision of the Services, the Bidder shall provide the Services through the Project Architect, the Medical Architect, the International Planning Manager, and such additional architects and team members (collectively, the "**Planning Team**") as may be required to provide the Planning Services at the level and quality required by best professional practice and within the time periods required under the Project schedule, to the extent necessary to prevent delays to the Project due to the performance of the Planning Services. Without limiting the foregoing, the Planning Team shall include, at a minimum, personnel in the roles and at the staffing levels specified in Appendix "A/3" to the Agreement.

2.14. Award of the Tender shall not constitute a representation or promise by Sheba Negev that the Successful Bidder will provide services (on an exclusive basis) to Sheba Negev in any scope whatsoever (if at all). It is further clarified that Sheba Negev may terminate its engagement under the Agreement with the Successful Bidder in accordance with the provisions of the Agreement.

2.15. Invitation Schedule

Activity	Date and Time
Bidders' Conference	On **April 26, 2026** at **11:00**, in the Sheba Negev conference room or at another location to be announced
Submission of Clarification Questions	By **May 10, 2026** at **12:00**, solely through the Yahalom system
Deadline for Responses to Clarification Questions	Solely through the Yahalom system
Second Round for Submission of Clarification Questions	By **August 30, 2026** at **12:00**, solely through the Yahalom system.
Deadline for Responses to the Second Round of Clarification Questions	By **September 10, 2026** at **12:00**, solely through the Yahalom system.
Deadline for Submission of Bids	By **November 9, 2026** at **11:00**, solely through the Yahalom system.

3. **Canceled**

4. **Price Proposal**

4.1. The Bidder shall enter in **Appendix D** (Price Proposal) the percentage proposed by it. The fee of the Successful Bidder shall be calculated by multiplying the percentage proposed by it by the Project Construction Cost (as such term is defined in Appendix B to the Agreement) (the "**Price Proposal**"). Bidders are advised that if the Project Area exceeds 150,000 square meters, the proposed percentage shall be reduced by multiplying it by predetermined coefficients, all as set forth in Appendix D.

4.2. It is clarified that, by submitting a Bid, the Bidder confirms that the Proposed Rate in the Price Proposal reflects the full, fair, exhaustive, and complete price for the performance of all its obligations as described and specified in the Tender Documents and the Agreement (including, without limitation, the engagement of the International Architect).

4.3. **Appendix D** shall be submitted in a file separate from the other parts of the Bid, as set forth in Section 8.4 below.

5. **Minimum Eligibility Requirements for Participation in the Tender**

Only Bidders that, as of the deadline for submission of Bids specified in the table in Section 2.15 above (hereinafter: the "**Schedule**"), satisfy all of the cumulative requirements set forth below may participate in the Tender and submit their Bids:

5.1. Administrative Minimum Eligibility Requirements

5.1.1. The Bidder is a partnership or company duly registered in Israel.

5.1.2. The Bidder complies with all requirements of the Public Bodies Transactions Law, 5736-1976 (hereinafter: the "**Public Bodies Transactions Law**").

5.1.3. The Bidder is not subject to insolvency, bankruptcy, liquidation, receivership, or creditor arrangement proceedings, and no pending applications for any such proceedings have been filed against it; no material attachments have been imposed on its assets; and the Bidder's most recent audited financial report does not include a "going concern" note or any similar note that raises doubt as to the Bidder's ability to continue as a "going concern."

5.1.4. Neither the International Architect nor any member of the Bidder's Core Team is included in the Bid submitted by any other Bidder.

"**Core Team**" means all of the following persons: (1) an individual to be appointed by the Bidder to lead the Project's Planning Team as chief architect (the "**Project Architect**"); (2) an individual to be appointed by the Bidder to be responsible, on behalf of the Bidder, for all medical planning aspects of the Project (the "**Medical Architect**"); and (3) an individual to be appointed by the International Architect to serve as the planning manager on behalf of the International Architect in connection with the Bidder's provision of the Services (the "**International Planning Manager**").

5.2. Professional Minimum Eligibility Requirements

For purposes of all the minimum eligibility requirements set forth in Section 5.2 below, each reference to a "**Completed Project**" means that, at a minimum, the structural works for the relevant project have been completed. For each Completed Project, the Bidder shall attach confirmation from the client that, at a minimum, the structural works for the relevant project have been completed.

"**Complex Project**" means a project involving the construction or expansion of (1) medical facilities; (2) university research and laboratory buildings; (3) machinery- and technology-intensive plants (including clean rooms); or (4) hotels containing at least 300 rooms; provided that, with respect to a Complex Project attributed to the International Architect or the International Planning Manager, the Complex Project must also be a project **outside Israel**.

"**Medical Facility**" means a building used for a medical purpose and located within a hospital campus, including, without limitation, a building comprising inpatient departments, laboratories and clean rooms, emergency departments, intensive care units, operating rooms, and the like, located within a hospital campus.

"**BIM Methodology**" means a project designed using Full Detailed Design and the BIM methodology from its inception and throughout the entire design and construction period.

5.2.1. Minimum Eligibility Requirements for the Bidder

5.2.1.1. The Bidder is an architectural firm comprising at least 10 employees engaged in architecture and has provided architectural services for at least 10 years preceding the date on which it submits its Bid.

5.2.1.2. The Bidder provided architectural services for (a) at least one medical facility project with an area of 40,000 square meters or more; or (b) at least two medical facility projects, each with an area of 30,000 square meters or more; provided that, under each of the alternatives in subsections (a) and (b), the projects were completed during the 15 years preceding the Bid submission date. It is clarified that, solely for purposes of demonstrating the Bidder's compliance with the minimum eligibility requirement set forth in this Section 5.2.1.2, the Bidder may attribute to itself experience:

5.2.1.2.1.1. accumulated by a legal entity (a) all of the shares or all of the assets of which were acquired by the Bidder; and/or (b) that was merged into the Bidder pursuant to a statutory merger under the Companies Law, 1999 (each, an "**Acquired Entity**"). If the Bidder elects to attribute to itself the experience of an Acquired Entity as set forth above, the Bidder shall also attach to the documents required to demonstrate compliance with the minimum eligibility requirements the acquisition agreement and/or, as applicable, the merger approval. The final determination as to whether the Bidder satisfies the requirements for attributing the experience of an Acquired Entity shall be made at Sheba Negev's sole discretion.

5.2.1.2.1.2. of a legal entity wholly owned (100%) by the Bidder (the "**Subsidiary**"), provided that (a) the chief executive officer of the Bidder (or another officer of the Bidder whose position is substantially equivalent to that of a chief executive officer) is the same individual as the chief executive officer of the Subsidiary (or another officer of the Subsidiary whose position is substantially equivalent to that of a chief executive officer); and/or (b) a majority of the members of the Bidder's board of directors are also members of the Subsidiary's board of directors; and/or (c) the composition of the Subsidiary's management is substantially identical to that of the Bidder. If the Bidder elects to attribute to itself a Subsidiary as set forth above, the Bidder shall also attach to the documents required to demonstrate compliance with the minimum eligibility requirements an extract of the Subsidiary's registration with the Registrar of Companies and an attorney certification regarding the composition of its management and board of directors. The final determination as to whether the

Bidder satisfies the requirements for attributing the experience of a Subsidiary shall be made at Sheba Negev's sole discretion.

5.2.2. Minimum Eligibility Requirements for the Project Architect

5.2.2.1. The Project Architect is an owner or partner of the Bidder or is employed by the Bidder as an employee.

5.2.2.2. The Project Architect holds an academic degree in architecture from an institution recognized by the Council for Higher Education in Israel.

5.2.2.3. The Project Architect is a licensed architect as defined in the Engineers and Architects Law, 5718-1958.

5.2.2.4. The Project Architect has provided architectural services for at least the 10 years preceding the date on which the Bidder submits its Bid for the Tender.

5.2.2.5. The Project Architect provided architectural services for three or more Complex Projects with an aggregate area of at least 50,000 square meters at full completion, which were completed during the 10 years preceding the Bid submission date, and at least one of the foregoing Complex Projects was occupied by the Bid submission date.

5.2.2.6. The Project Architect provided architectural services for two or more projects, each having a net area exceeding 15,000 square meters, that were managed using the BIM methodology, provided that at least one project was occupied by the Bid submission date.

5.2.3. Minimum Eligibility Requirements for the Medical Architect

5.2.3.1. The Medical Architect is an owner or partner of the Bidder or is employed by the Bidder as an employee.

5.2.3.2. The Medical Architect holds an academic degree in architecture from an institution recognized by the Council for Higher Education in Israel.

5.2.3.3. The Medical Architect is a licensed architect as defined in the Engineers and Architects Law, 5718-1958.

5.2.3.4. The Medical Architect has provided architectural services for at least 10 years preceding the Bid submission date.

5.2.3.5. The Medical Architect provided architectural services for medical facility projects with an aggregate area, upon full completion, of at least 50,000 square meters, each of which was completed during the 15 years preceding the Bid submission date. **For purposes of satisfying this minimum**

eligibility requirement, no more than three projects may be presented, and areas from more than three projects may not be aggregated.

5.2.4. Minimum Eligibility Requirements for the International Architect and Minimum Eligibility Requirements for the International Planning Manager

5.2.4.1. The Bidder has entered into a subcontract with the International Architect for the provision of Planning Services as a Subcontractor of the Bidder in accordance with the provisions of the Agreement between Sheba Negev and the Bidder, on terms that are back-to-back with the provisions of the Agreement to the extent such provisions also apply to the International Architect or its provision of the Services, which subcontract includes, inter alia, all of the terms set forth below:

1. The subcontract shall remain in effect throughout the term of the engagement between Sheba Negev and the Bidder.
2. An undertaking by the International Architect to participate actively in the performance of all phases of the Services, including participation in ongoing meetings and the transfer of materials between the parties, until the contractors have completed the Project and the Project has been finally delivered to Sheba Negev, and to perform any additional activity required by the supervisor and/or Sheba Negev.
3. An undertaking by the International Architect to provide **directly** to Sheba Negev all Services within its scope of responsibility, as specified in **Appendix "A/2"** to the Agreement, and to cooperate fully with Sheba Negev and its representatives.
4. A representation by the International Architect that it has read and understood the Tender Documents and the Bidder's Bid for the Tender insofar as they relate to the areas concerning its provision of the Services in connection with the Project, that it accepts the terms and provisions of the Tender and the Bidder's Bid insofar as they relate to such areas, and that it is capable of satisfying the requirements set forth therein insofar as they relate to its areas of responsibility.
5. An undertaking by the International Architect to be jointly and severally liable for the Bidder's obligations to Sheba Negev that relate to the International Architect's area of expertise and experience, in accordance with the Agreement between the Bidder and Sheba Negev and as specified in the Tender Documents.
6. A representation by the International Architect acknowledging that Sheba Negev may, at any time and for any reason, upon Sheba Negev's demand, contract directly with the International Architect for the International Architect's provision of the Services within its scope of responsibility, as specified in **Appendix "A/2"** to the Agreement, and/or assume the Bidder's position under the subcontract with the International Architect.

7. An undertaking by the International Architect regarding the absence of any conflict of interest, in a form identical, with the necessary modifications, to Section 23 of the Agreement.
8. A representation by the International Architect that it is familiar with all provisions relating to intellectual property rights, including the waiver of moral rights, as specified in the Agreement, and an undertaking to comply with such provisions.
9. An undertaking by the International Architect to employ the International Planning Manager as a Core Team member throughout the term of the Agreement.
10. The International Architect's consent that any replacement of its employees assigned to the Project whom Sheba Negev designates as holding key positions shall be made only after Sheba Negev has granted its prior written approval in accordance with the Tender Documents.
11. The International Architect's consent that Sheba Negev may, at any time and on reasonable grounds, require the replacement of any member of the Planning Team, as defined in the Agreement.
12. The International Architect's consent that the International Architect or the International Planning Manager may be replaced, or may cease participating in the Project, only after Sheba Negev has granted its prior written approval.
13. A declaration by the parties that the provisions of the agreement with the International Architect shall not derogate from any obligation of the Bidder to Sheba Negev.

5.2.4.2. The International Architect has provided architectural services for projects outside Israel for at least the 10 years preceding the date on which the Bidder submits its Bid for the Tender.

5.2.4.3. The International Architect is an existing corporation registered in a corporate registry maintained pursuant to the laws of its jurisdiction of incorporation.

5.2.4.4. The International Architect provided architectural services for at least two projects involving the construction or expansion of hospitals outside Israel that satisfy all of the following cumulative requirements:

1. The projects included the construction or expansion of a hospital with a capacity of at least 300 beds.

2. The projects included the design of an emergency department and an intensive care unit, as well as the design of an inpatient department.

3. The projects were completed during the 10 years preceding the Bid submission date.

5.2.4.5. The International Architect provided architectural services for at least four Complex Projects, each having an area of at least 20,000 square meters upon full completion, that were completed during the 10 years preceding the Bid submission date.

5.2.4.6. The International Architect provided planning services for the preparation of a MASTER PLAN for a project involving the construction of a hospital outside Israel with a capacity of at least 500 beds or the expansion of a hospital outside Israel by at least 300 beds, and on-site construction work for the project has commenced.

5.2.4.7. The International Planning Manager is employed by the International Architect pursuant to an employment agreement or is an owner or partner of the International Architect.

5.2.4.8. The International Planning Manager holds an academic degree in architecture.

5.2.4.9. The International Planning Manager provided architectural services for projects outside Israel during the 10 years preceding the date of submission of the Bidder's Bid for the Tender.

5.2.4.10. The International Planning Manager provided architectural services outside Israel for medical facility projects having an aggregate area of at least 50,000 square meters, fully completed, and completed within the last 10 years. **For purposes of satisfying this threshold condition, no more than two projects may be presented, and areas from more than two projects may not be aggregated**.

5.2.4.11. The International Planning Manager provided architectural services for at least two complex projects, each exceeding 15,000 square meters, that were managed using the BIM methodology, provided that at least one complex project had been occupied as of the Bid submission date.

6. Documents Required to Demonstrate the Bidder's Compliance with the Threshold Conditions

To demonstrate compliance with the threshold conditions, the Bidder shall attach the following documents to its Bid:

6.1. A valid certificate from an authorized official, as defined in the Public Bodies Transactions Law, signed by a certified public accountant or tax advisor, confirming that books of account are maintained and reports are filed with the tax authorities as required by law. It is clarified that such certificate may be issued through the Israel Tax Authority website and subsequently signed by a certified public accountant or tax advisor.

6.2. Declarations signed by the Bidder's authorized signatories regarding the absence of convictions for offenses involving the employment of foreign workers or minimum wage violations, and regarding the employment of persons with disabilities, in the forms attached as **Appendices E/1 and E/2** to the Tender Documents.

6.3. A certification signed by the Bidder's certified public accountant confirming the matters set forth in Section 5.1.3.

6.4. A declaration signed by the Bidder's authorized signatories regarding compliance with the experience requirements under the professional threshold conditions set forth in Section 5.2, in the form attached as **Appendix F/1** to the Tender Documents, with respect to both the Bidder and the International Architect and Core Team members, together with certifications from the clients for the relevant projects confirming completion of the projects, as well as portfolios containing the projects identified by the Bidder in Appendix F/1 with respect to the Bidder, the Project Architect, the Medical Architect, the International Architect, and the International Planning Manager (the "**Portfolio**"). The Portfolio shall also include the projects presented in **Appendix F/2**.

6.5. A copy of the Bidder's certificate of incorporation.

6.6. An extract from the register maintained by the Registrar of Companies or the Registrar of Partnerships in Israel, evidencing the Bidder's existence and issued no more than 10 days before the Bid submission date.

6.7. An extract from the corporate register maintained under the laws of the International Architect's jurisdiction of incorporation, evidencing its existence as a legal entity and issued no more than 10 days before the Bid submission date.

6.8. A copy of the valid licenses of the Project Architect and the Medical Architect, in accordance with the requirements of the Engineers and Architects Law, 5718-1958.

6.9. Copies of the degree certificates of the Project Architect, the International Planning Manager, and the Medical Architect.

6.10. A copy of the subcontract between the Bidder and the International Architect.

6.11. For each threshold condition specifying an employment relationship between a Core Team member and the Bidder or, as applicable, the International Architect, documents evidencing such relationship shall be attached: an agreement evidencing an employer-employee relationship, and an official extract from the relevant register evidencing an ownership or partnership relationship in the relevant entity.

6.12. An undertaking of the International Architect, in the form attached as **Appendix G** to the Tender, duly executed by the International Architect.

6.13. Details of the Core Team members, in the format attached as **Appendix E/3** to the Tender. The curriculum vitae of each Core Team member shall be attached to said **Appendix E/3**.

7. Bidders' Conference and Clarification Questions

7.1. Sheba Negev currently intends to hold a bidders' conference on the date and at the location specified in the Schedule of Dates (the "**Bidders' Conference**"). Sheba Negev may, in its sole discretion, postpone the date of the Bidders' Conference or cancel it entirely and refrain from holding it. Participation in the Bidders' Conference, if held, shall be optional only, and a Bidder's failure to participate in the Bidders' Conference shall not constitute grounds for disqualification of its Bid. Answers and statements provided at the Bidders' Conference shall not bind Sheba Negev unless provided in writing and published as specified in Section 7.4 below.

7.2. Until the deadline for submitting clarification questions specified in the Schedule of Dates, each Bidder may submit a request for clarifications and/or information relating to the Tender solely through the Yahalom system. Questions submitted orally, by email, or by telephone shall not be answered and shall not bind Sheba Negev.

7.3. Bidders' questions shall be submitted in a Microsoft Word file, in a table using the following format:

No.	Document/Appendix	Section	Question
1			

7.4. Sheba Negev shall not be obligated to respond to clarification questions submitted to it, and any response to or publication of clarification questions by Sheba Negev shall be subject to its sole discretion. In this regard, Sheba Negev may edit the questions or publish only portions thereof. Bidders shall be responsible for periodically checking whether any such changes and/or corrections have been made. Only the answers distributed by Sheba Negev pursuant to this Section shall bind it, shall constitute part of the Tender Documents, and shall be attached, duly signed, to the Tender Documents submitted by the Bidders. Any answer provided by Sheba Negev and/or its representative shall be in writing only, and any answer provided in any other manner shall have no effect. Sheba Negev shall not be responsible for oral explanations provided by any person acting on its behalf in connection with the terms of the Tender and/or the Bid.

7.5. Answers to questions shall be distributed collectively through the Yahalom system. For the avoidance of doubt, only written answers shall bind Sheba Negev and shall constitute an integral part of the Tender procedure documents.

7.6. It is clarified that, in the event of any conflict or inconsistency between the Tender Documents and the clarification answers, the clarification answers shall prevail.

7.7. Furthermore, in the event of any defect or omission in the Tender or the Tender Documents, the Bidder shall notify Sheba Negev thereof in writing immediately upon discovering it and in accordance with the provisions set forth above, failing which the Bidder shall be estopped from asserting any claim in connection therewith.

8. Manner and Deadline for Submission of Bids

8.1. Bids for the Tender shall be submitted through a digital submission box only.

8.2. The Bid shall bear the title "Two-Stage Tender for the Provision of Architectural Services for the Shimon Peres Hospital Construction Project."

8.3. Bids for the Tender shall be submitted through a digital submission box in the Yahalom system, which shall be opened on the Government Procurement Administration website. A link to the Tender submission box and an explanatory letter for Bidders shall be uploaded to the Yahalom system.

8.4. The Price Proposal shall be submitted as a file separate from the Bid Booklet, in accordance with the instructions specified in the Yahalom system in connection with the Tender. It is hereby emphasized that the details of the Price Proposal, or a copy thereof, shall not appear in the Bid Booklet in any manner whatsoever.

8.5. When submitting its Bid, the Bidder shall comply with the instructions displayed in the Yahalom system, complete all required fields clearly and in accordance with the system instructions, and upload the required files to the system in accordance with the Tender instructions. After submission of the Bid through the system has been completed, the message "Your Bid was submitted successfully" shall be displayed, and the Bidder may download the Bid document. The Bid document is the digitally signed version of the Bid and constitutes evidence of the Bid submitted.

8.6. The submission of Bids through the system is subject to various technical limitations, and the person submitting the Bid shall be responsible for reading all procedures and instructions on the Yahalom website in advance in order to become familiar with all system limitations.

8.7. The Bid submitted by each Bidder shall include all of the following documents (the "**Bid Submission Documents**"), in the order set forth below, signed by the Bidder's authorized signatories where required and initialed on each page:

8.7.1. The Tender Documents, including all Appendices thereto;

8.7.2. The clarification answers published by Sheba Negev, if any;

8.7.3. The documents demonstrating the Bidder's compliance with the threshold conditions, as specified in Section 6 above;

8.7.4. The Price Proposal.

8.8. In addition to the foregoing, if the Bidder is a "women-owned business" or an "active reserve duty service member business," as those terms are defined in the Mandatory Tenders Law, 5752-1992, and is entitled to a preference on either basis pursuant to Sections 2B and 2D of that Law, the Bidder shall attach the certifications and affidavits required to demonstrate such entitlement. For the avoidance of doubt, the Tender Committee shall not grant a preference to a Bidder, even if the Bidder is entitled to such preference, unless the required supporting documentation is attached to the Bid.

8.9. The Bids, including all attachments thereto, and all notices and requests relating to the Tender shall be in **Hebrew**, except for the Tender Appendices originally drafted by Sheba Negev in English and attached to the Tender Documents (English translations of the Tender Documents that were separately published as an aid and as a nonbinding translation shall not be attached). The curricula vitae and project descriptions of the International Architect and the International Planning Manager may be attached in English.

8.10. Each Bidder may submit only one Bid under the Tender.

8.11. The Bid shall be submitted by a single legal entity and shall be signed by the Bidder's authorized signatories who are authorized to bind it. The submission of a single Bid by two or more legal entities is strictly prohibited.

8.12. The Bidder shall address in its Bid all particulars required under the Tender instructions and shall attach all documents required pursuant to the terms of the Tender.

8.13. A Bidder that believes its Bid contains a trade secret or professional secret shall expressly state this in a reasoned cover letter attached to its Bid at the time of submission. Bidders acknowledge that the mere attachment of such a letter shall not prevent inspection of the Bid, including the portions that the Bidder believes contain a trade secret or professional secret, and the decision whether to grant or deny the right to inspect, in whole or in part, shall be at Sheba Negev's discretion. Without derogating from the foregoing, a Bidder that has claimed that a particular portion of its Bid contains a trade secret or professional secret shall be precluded from requesting to inspect that portion of the successful Bid in the Tender. Furthermore, for the avoidance of doubt, prices quoted by the Bidder in its Bid shall not constitute a trade secret and may be disclosed to other Bidders that were not selected under the Tender when they exercise their right to inspect. For the avoidance of doubt, it is clarified that, with respect to any information not marked as stated above as constituting, in the Bidder's opinion, a trade secret, the Bidder shall be precluded from claiming that such information may not be disclosed to other Bidders, and the Bidder hereby waives any such claim.

8.14. Sheba Negev reserves the right, at any stage, to require Bidders to provide any missing document, complete missing particulars, and provide additional information concerning their Bids, including explanations and/or an analysis of the prices quoted in their Bids and any information, explanation, and/or document that Sheba Negev may require in order to evaluate their Bids, and the Bidder shall provide the same to Sheba Negev. Failure to respond to such a request from Sheba Negev may result in disqualification of the Bidder's Bid. The Bidder's response shall be attached to its Bid and deemed an integral part thereof. In the event of a conflict between a statement in the Bid concerning a particular matter and a statement in the Bidder's response to Sheba Negev's question concerning that matter, the statement in the Bidder's response to Sheba Negev's question shall prevail over the statement in the Bid, provided that the response does not conflict with the Tender Documents.

8.15. Sheba Negev may, inter alia, disqualify Bids that are incomplete, erroneous, or based on a misunderstanding of the Tender instructions, unless Sheba Negev

decides otherwise. The foregoing shall not derogate from Sheba Negev's right to waive technical defects made in good faith in a Bid.

8.16. Subject to the provisions of Section 9.7 below, each Bid submitted under the Tender shall remain valid until 90 days after the deadline for submission of Bids. Until a Successful Bidder has been selected, the validity of the Bids shall be extended automatically until a Successful Bidder is selected, for up to an additional 90 days. The Bidder may not withdraw or cancel its Bid during the foregoing periods.

8.17. No change, deletion, and/or addition may be made to the Tender Documents. If the Bidder makes any change, omission, and/or addition to the Tender Documents and/or expresses any reservation with respect thereto in any manner whatsoever (the "**Reservations**"), Sheba Negev may, in its sole discretion:

8.17.1. Disqualify the Bidder's Bid under the Tender.

8.17.2. Deem the Reservations not to have been made and disregard them.

8.17.3. Deem the Reservations to constitute a technical defect only.

8.17.4. Require the Bidder to correct the Reservations, provided that such correction does not change the Bid percentage and/or any material particular thereof.

8.18. Conflict of Interest and Prohibition on Engaging Sheba Negev's Consultants

8.18.1. The Bidder shall have no conflict of interest between, on the one hand, its representations and undertakings under the Tender and in connection with the provision of the Services, if its Bid is selected as the Successful Bid, and, on the other hand, its business, professional, or personal relationships. This shall apply whether such relationships are for compensation, in exchange for any benefit, or without consideration, including any transaction or undertaking involving a conflict of interest or a potential conflict of interest. If a conflict of interest arises, the Bidder shall immediately report it to Sheba Negev in writing and comply with Sheba Negev's instructions concerning the matter.

8.18.2. The parties serving as consultants to Sheba Negev in connection with the Project, as listed in **Appendix H** to the Tender, shall be prohibited from participating in or advising on the preparation of a Bid under the Tender, or from advising a Bidder, a partner or shareholder of a Bidder, or any person acting on their behalf, or an entity related to any of the foregoing parties, on any matter relating to the Tender, whether by themselves or through an entity related to them, unless the Bidder has obtained Sheba Negev's prior written approval.

8.18.3. The Bidder shall notify Sheba Negev of any relationship it has with any of the consultants and shall act in accordance with Sheba Negev's instructions in that regard. For the avoidance of doubt, obtaining instructions or prior approval from Sheba Negev in connection with the consultants shall not be a condition for submitting Bids, and a Bid shall

not be disqualified solely because no such notice or request for instructions was submitted.

8.18.4. Sheba Negev may disqualify Bidders or Bids in the preparation of which the provisions of this Section 8.18 were violated.

9. Evaluation of Bids

This Section sets forth the criteria and methodology pursuant to which the Bidders' Bids shall be evaluated and ranked.

9.1. The Tender is a tender subject to a two-stage evaluation within the meaning of the Mandatory Tenders Regulations, 5753-1993.

9.2. The Bids shall be evaluated by Sheba Negev, which may engage consultants and experts for that purpose as it deems appropriate.

9.3. First, the Tender Documents submitted by the Bidder and the Bidder's compliance with the threshold conditions shall be reviewed. If the Bidder has not complied with the terms of the Tender or the threshold conditions, Sheba Negev may decline to continue evaluating the Bid altogether or, alternatively, require all or some of the Bidders to provide additional particulars and supplemental materials for purposes of evaluating their compliance with the threshold conditions and the Tender requirements.

9.4. After the Bidders' compliance with the threshold conditions and their submission of all relevant Tender Documents have been reviewed, a two-stage process shall be conducted to select the Successful Bidder from among the Bidders whose Bids complied with the threshold conditions and the Tender Documents:

9.4.1. Stage A—Evaluation of Bid Quality

9.4.1.1. The quality of each Bid shall be evaluated and scored by representatives of Sheba Negev, in their sole discretion, based on the evaluation criteria and scoring set forth below. To demonstrate compliance with the evaluation criteria set forth below, each Bidder shall complete and submit **Appendix F/2**.

Unless expressly stated otherwise, no more than 5 projects may be presented for each evaluation criterion, and any project listed by the Bidder in Appendix F/2 after the first 5 projects shall not be reviewed or taken into account by Sheba Negev in scoring the quality of the Bid.

For evaluation criteria based on overall impression, preference shall be given, among other things, to the presentation of design projects involving: (a) medical facilities; (b) completed buildings, with preference given to completed medical facilities; and (c) projects for which the Services were provided by the relevant party in recent years. The assessment shall consider, among other things, aspects of innovation, creativity, complexity, operational

efficiency, compliance with budget and schedule, sustainability, user experience, circulation, integration with the surrounding area and community, and experience in designing medical facilities for psychiatric use.

Unless otherwise stated, for purposes of scoring the Bid as set forth below, the Bidder may present projects that were also listed in Appendix F/1 to demonstrate compliance with the threshold conditions, in which case the Bidder may refer to the details provided for those projects in Appendix F/1.

In addition, for purposes of scoring the evaluation criteria applicable to the Bidder, the Bidder may attribute to itself projects of an acquired entity or a subsidiary, subject to its compliance with the conditions set forth in Sections 5.2.1.2.1.1 and 5.2.1.2.1.2 above. The decision whether to permit the attribution of such projects shall be at Sheba Negev's sole discretion.

#	Evaluation Criteria	Parameter Score	Description of Tiers (Lowest to Highest)
1.	Number of medical facility projects, each exceeding 10,000 square meters, for which the **Bidder** provided architectural services in addition to the project or projects required to satisfy the threshold condition set forth in Section 5.2.1.2 above. Such projects need not satisfy the threshold condition set forth in Section **5.2.1.2** above.	6	2 points shall be awarded for each additional project, up to an aggregate maximum of 6 points.
2.	Number of projects, each exceeding 75,000 square meters, for which the **Bidder** provided architectural services, even if such projects are not medical facilities.	6	2 points shall be awarded for each project, up to an aggregate maximum of 6 points.

#	Evaluation Criteria	Parameter Score	Description of Tiers (Lowest to Highest)
3.	Number of campuses having an area of 50 dunams or more, even if they do not include medical facilities, for which the **Bidder** provided site planning, development, and architectural design plans, or planning services substantially similar in nature to services for the preparation of site planning, development, and architectural design plans, provided that such services addressed infrastructure, building placement, site development, and similar matters, and for which on-site construction work commenced.	6	2 points shall be awarded for each project, up to an aggregate maximum of 6 points.
4.	Overall impression of building design projects performed by the **Bidder**, even if such projects are not medical facilities.	6	• Low overall impression = up to 2 points. • Satisfactory overall impression = 3 to 4 points. • Highly favorable overall impression = 5 to 6 points.
5.	Number of hospitals for which the **International Architect** provided architectural services in addition to the two projects required to satisfy the threshold condition set forth in Section 5.2.4.4 above. Such projects shall satisfy the cumulative conditions set forth in Section 5.2.4.4 above.	6	2 points shall be awarded for each additional hospital, up to an aggregate maximum of 6 points.

#	Evaluation Criteria	Parameter Score	Description of Tiers (Lowest to Highest)
6.	Number of projects for the development of campuses having an area of 100 dunams or more, even if they do not include medical facilities, for which Master Plans were prepared by the **International Architect**, provided that implementation of the projects commenced.	4	2 points shall be awarded for each project, up to an aggregate maximum of 4 points.
7.	Number of projects involving the construction or expansion of hospitals outside Israel for which the **International Architect** provided planning services for the preparation of a MASTER PLAN, in addition to the project required to satisfy the threshold condition set forth in Section 5.2.4.6 above. Such projects shall satisfy the cumulative conditions set forth in Section 5.2.4.6 above.	6	2 points shall be awarded for each project, up to an aggregate maximum of 6 points.
8.	Overall impression of building design projects performed by the **International Architect**, even if such projects are not medical facilities.	6	• Low overall impression = up to 2 points. • Satisfactory overall impression = 3 to 4 points. • Highly favorable overall impression = 5 to 6 points.
9.	Overall impression of building design projects and/or site plans prepared by the **Project Architect.**	8	• Low overall impression = up to 2 points. • Satisfactory overall impression = 3 to 5 points. • Highly favorable overall impression = 6 to 8 points.
10.	Overall impression of building design projects, even if such projects are	8	• Low-level impression = up to 2 points.

#	Evaluation Criteria	Parameter Score	Description of Tiers (Lowest to Highest)
	not medical facilities, performed by the **Medical Architect**.		• Reasonable-level impression = 3 to 5 points. • Highly favorable impression = 6 to 8 points.
11.	Impression of building-design projects carried out by the **International Planning Manager**.	8	• Low-level impression = up to 2 points. • Reasonable-level impression = 3 to 5 points. • Highly favorable impression = 6 to 8 points.
12.	Satisfaction of previous clients with projects of the **Project Architect**, **Medical Architect**, and **International Planning Manager.** The score shall be based on discussions that Sheba Negev conducts with clients for whom the projects presented to demonstrate the proposed role holders' compliance with the following threshold conditions were performed: (a) **Project Architect**—the threshold conditions in Sections 5.2.2.5 and 5.2.2.6; (b) **Medical Architect**—the threshold condition in Section 5.2.3.5; and (c) **International Planning Manager**—the threshold conditions in Sections 5.2.4.10 and 5.2.4.11. Sheba Negev reserves the right to contact only one client with respect to each threshold condition applicable to a proposed role holder. Sheba Negev shall endeavor to conduct discussions	9	• Satisfaction with projects of the Project Architect = up to 3 points. • Satisfaction with projects of the Medical Architect = up to 3 points. • Satisfaction with projects of the International Planning Manager = up to 3 points. If, after at least two attempts, the client for whom the project was performed cannot be contacted, or if the response received from a client is insufficient, Sheba Negev may, in its sole discretion, contact a client from another project with respect to the same threshold condition (if any) or assign the minimum quality score of 0 points.

#	Evaluation Criteria	Parameter Score	Description of Tiers (Lowest to Highest)
	with the same number of clients regarding each proposed role holder (except where this is not possible due to the clients' unavailability or failure to respond).		
13.	The number of psychiatric hospitals designed by the **Bidder and/or the Project Architect and/or Medical Architect and/or the International Architect and/or International Planning Manager** during the 15 years preceding the Bid submission date, for which on-site construction work commenced. "**Psychiatric hospital**" means a building for medical purposes (not a department or wing) intended for the diagnosis, treatment, and hospitalization of persons coping with mental illnesses and/or mental disorders.	4	One point shall be awarded for each project (irrespective of whether it was performed by the Bidder, Project Architect, Medical Architect, International Architect, or International Planning Manager), up to an aggregate maximum of 4 points.
14.	Overall impression based on the presentation and interview (as defined in Section 9.4.1.3). During the presentation, the Core Team's understanding of the Project's complexity, the management approach and allocation of work among the Planning Team members, the work methodology, and the	17	• Low-level impression = up to 5 points. • Reasonable-level impression = 6 to 11 points. • Highly favorable impression = 12 to 17 points.

#	Evaluation Criteria	Parameter Score	Description of Tiers (Lowest to Highest)
	ability to work as part of a multidisciplinary team shall be assessed, among other things. During the interview, the professionalism of the Core Team members, their understanding of the Project, and their work methodologies shall be assessed, among other things.		

9.4.1.2. As part of the evaluation of Bid quality, the Tender Committee of Sheba Negev intends to consult a professional committee (the "**Advisory Committee**"). The Advisory Committee may invite experts and consultants to participate in its meetings at its discretion and subject to the approval of Sheba Negev's Tender Committee. For the avoidance of doubt, the findings and recommendations of the Advisory Committee shall not bind the discretion of Sheba Negev's Tender Committee in any manner, and the Tender Committee may use them as it deems appropriate in its sole discretion.

9.4.1.3. For purposes of scoring evaluation criterion No. 14 in the evaluation criteria table above, the Bidder shall be required to (a) deliver a presentation detailing its Bid, including the management approach and allocation of work among the Planning Team members, as well as its understanding of the Project (the "**Presentation**"); and (b) make the Core Team members available for an interview with Sheba Negev so that Sheba Negev may obtain a direct impression of each Core Team member, including from a professional perspective (the "**Interview**"). Notice of the date and location of the Presentation and Interview (which shall, to the extent possible, be held on the same day) shall be sent to the Bidders at least 14 days in advance and shall include, among other things, the location and time of the Presentation and Interview and the required duration. A senior officer of the Bidder, the Project Architect, the Medical Architect, a senior officer of the International Architect, and the International Planning Manager shall be required to attend the Presentation and Interview (the "**Bidder's Presentation Participants**"). Sheba Negev may, at its discretion, conduct the Presentation and/or Interview in person or by videoconference, and may divide the Presentation and/or Interview, as well as the manner of attendance, between the Israeli team and the international team. Sheba Negev may make video and audio recordings of each Presentation and Interview for future use.

9.4.1.4. Performance of the Services shall require the Successful Bidder to maintain a special relationship of trust with Sheba Negev, in view of the nature and complexity of the Services and the fact that this is a unique Project of significant financial scope with broad implications for the population of the State. Due to the characteristics, sensitivity, and scope of the Project, Sheba Negev's Tender Committee has approved certain threshold conditions for the Tender that exceed the maximum threshold conditions specified in the Schedule to the Mandatory Tenders Law, 1992.

9.4.1.5. The evaluation criteria above concerning the experience of the Bidder and/or anyone acting on its behalf, and the impression derived from their previous projects, shall be evaluated based on both the documents submitted by the Bidder as part of its Bid, including the portfolio, and the Presentation and Interview.

9.4.1.6. Only Bidders that achieve the minimum threshold score of 65 points for the quality component shall proceed to the Price Proposal evaluation stage. Notwithstanding the foregoing, if fewer than 5 Bids receive a score of 65 points or higher for the quality component, the minimum threshold shall be reduced to 60 points for the quality component, and each Bidder that meets this minimum threshold shall proceed to the Price Proposal evaluation stage.

9.4.1.7. Except in exceptional circumstances (as determined at Sheba Negev's sole discretion) and having regard to the principle of equality, no Bidder shall be permitted to replace any Core Team member proposed by it during the period between submission of its Bid and completion of the Tender process. If Sheba Negev decides to permit such a replacement, the replacement candidate shall be required to satisfy all threshold conditions applicable to the role for which the replacement is required, and in no event may the quality score awarded for that replacement candidate exceed the quality score determined (if any) for the candidate being replaced. The foregoing shall not derogate from the provisions of the Agreement concerning the restrictions on replacing Planning Team members during the term of the engagement between the Successful Bidder and Sheba Negev.

9.4.2. Stage B—Evaluation of the Price Proposal

Sheba Negev shall open, evaluate, and score only the Price Proposals of Bidders that passed Stage A, as specified in Section 9.4.1.6 above.

9.5. Selection of the Successful Bidder Based on the Bid's Final Weighted Score

The Bids of the Bidders that proceeded to Stage B (the Price Proposal evaluation stage described above) shall be evaluated and ranked as follows:

9.5.1. The quality component (Q) shall account for 80% of the final score in the Tender. The score for the quality component shall be calculated as follows:

$$Q = \frac{\text{The Bid's quality score pursuant to Section 9.4.1 above}}{100}$$

9.5.2. The Price Proposal component (P) shall account for 20% of the final score in the Tender. The score for the Price Proposal shall be calculated as follows:

$$P = \frac{\text{The lowest fee percentage proposed among the eligible Bids}}{\text{The fee percentage in the Price Proposal under evaluation}}$$

9.5.3. The Bid's final weighted score (FS) shall be calculated as follows:

80*Q + 20*P=FS

9.6. Subject to Sheba Negev's powers under the Tender and without derogating from its powers under applicable law, Sheba Negev shall select as the Successful Bidder the Bidder that received the highest final weighted score (FS) among the eligible Bids.

9.7. Sheba Negev may notify the Bidder whose Bid was ranked second that it has been selected as the second-ranked eligible bidder (the "**Second-Ranked Eligible Bidder**"). If the award to the Bidder whose Bid was ranked first is canceled, or if the engagement with that Bidder terminates within 9 months after the Successful Bidder is announced, Sheba Negev may, at its sole discretion, declare the Second-Ranked Eligible Bidder to be the Successful Bidder and enter into the Agreement with it. Upon selection of a Second-Ranked Eligible Bidder, the validity of its Bid shall automatically be extended for an additional period of 10 months from the date on which it is announced as the Second-Ranked Eligible Bidder. Nothing herein shall impose any obligation on Sheba Negev to select the Bid having the highest overall score, to select any Bid whatsoever, or to enter into an agreement with the Second-Ranked Eligible Bidder.

10. Engagement with the Successful Bidder

10.1. As a condition to Sheba Negev entering into the Agreement with the Successful Bidder, the Successful Bidder shall provide Sheba Negev with certificates of insurance as required under the Agreement, no later than 7 days after receipt of notice that its Bid was selected as the successful Bid in the Tender, or by any

other deadline specified by Sheba Negev in a notice sent to the Successful Bidder.

10.2. If the Successful Bidder fails to comply with the deadlines set forth above, Sheba Negev may, at its sole discretion, cancel the award to that Bidder under the Tender.

10.3. Notwithstanding anything to the contrary in the Tender, issuance of a notice of award to the Successful Bidder shall not impose any obligation on Sheba Negev toward that Bidder, including any obligation to enter into the Agreement with it. The engagement between Sheba Negev and the Successful Bidder is subject, among other things, to Sheba Negev issuing an approved work order to the Successful Bidder and Sheba Negev executing the Agreement.

11. **Miscellaneous Provisions**

11.1. At any time before the deadline for submission of Bids and at its sole discretion, Sheba Negev may amend any provision of the Tender and its Appendices, whether on its own initiative or in response to questions or requests submitted by Bidders in accordance with Section 7 (Clarification Questions).

11.2. By submitting its Bid in the Tender, the Bidder confirms that it has received, read, and understood the Tender Documents; accepts their terms and all obligations contained therein without reservation; and waives in advance all claims and/or demands and/or contentions concerning the Tender Documents and the terms contained therein.

11.3. The Bidder shall, at its own expense and responsibility, independently examine all aspects relating to the Services, including the provisions of the Agreement and its appendices, as well as all legal, planning, engineering, implementation, operational, or business information relevant to the submission of the Bid and the performance of its obligations under the Agreement.

11.4. In the event of any inconsistency among the Tender Documents, the order of precedence among the documents shall be as specified in the Agreement. For the avoidance of doubt, it is clarified that, in the event of a conflict between the Bidder's Bid and the Tender Documents, the Bidder shall be bound by the provision or document that grants Sheba Negev the greatest rights, unless Sheba Negev determines otherwise. Without derogating from the generality of the foregoing, it is clarified that the Bidder shall be obligated to provide the Services in accordance with its Bid, even if its Bid imposes more stringent requirements than the other Tender Documents.

11.5. By submitting its Bid in the Tender, the Bidder represents and undertakes that it is entitled to enter into an engagement with Sheba Negev in accordance with the Tender Documents, under all applicable laws and agreements, and that it possesses all approvals, permits, and licenses required to conduct its activities and fulfill its representations and obligations under the Tender Documents. In this regard, the Bidder undertakes that it is submitting this Bid without any connection or coordination, whether directly or indirectly, with other participants in the Tender.

11.6. The Tender Documents may be downloaded free of charge from the Yahalom website beginning on the date of their publication, as specified in the schedule of dates.

11.7. Sheba Negev does not undertake to order all the Services from the Successful Bidder and reserves the right to increase and/or decrease the scope of the Services in accordance with the provisions of the Agreement. Neither this Tender nor the Agreement with the Successful Bidder shall grant the Successful Bidder any exclusivity.

11.8. All Tender Documents are the exclusive property of Sheba Negev, and all intellectual property rights therein belong to Sheba Negev. The Bidder shall not use the Tender Documents for any purpose other than submitting its Bid. Sheba Negev may make any use of the Bidder's Bid Submission Documents without incurring any payment and/or notification obligation toward that Bidder.

11.9. Sheba Negev reserves the right to reject any Bid or all Bids, cancel the Tender, and/or extend, advance, or postpone any of the dates specified therein, all at its sole discretion. In any such event, including cancellation of the Tender, Sheba Negev shall not be obligated to compensate the participants in the Tender and/or make any payment to them.

11.10. The Bidder alone shall bear full responsibility for examining the information and the legal, professional, and business circumstances; preparing all required documents; entering into any engagement; incurring expenses; paying fees; retaining consultants; and carrying out the preparations and work necessary to provide the Services in accordance with the Tender Documents, including all expenses and costs associated with participation in the Tender. Neither Sheba Negev nor anyone acting on its behalf shall be liable for any expense, damage, loss, or detriment incurred by any Bidder in connection with its participation in the Tender, including in the event of its cancellation.

11.11. If a court of competent jurisdiction finds that any provision or provisions of the Tender Documents, or any part thereof, are invalid, void, or unenforceable, such finding shall not affect the remaining portions of the Tender Documents, which shall remain valid and binding in all respects.

11.12. Sheba Negev may, at any time and at its absolute discretion, assign its rights and/or obligations under the Tender and/or the Bid and/or the Agreement to any third party, provided that the transferee of such rights and obligations assumes all of Sheba Negev's obligations toward the Bidder under the Tender and/or the Bid and/or the Agreement. If Sheba Negev assigns its rights and/or obligations as aforesaid, the terms of the Tender and/or the Bid and/or the Agreement, as applicable, shall be identical to the terms of the current documents, with the necessary modifications, and shall remain binding upon the parties.

11.13. This Tender shall be governed by the laws of the State of Israel. Exclusive jurisdiction over all matters and issues relating to this Tender and any dispute arising therefrom shall be vested in the competent courts of Tel Aviv–Yafo.

Respectfully and with best regards,
Sheba Negev Ltd. (Public Benefit Company (PBC))

Appendix A
Project Description

1. Purpose of the Hospital Establishment Project

   1.1. In accordance with the Government resolutions concerning the development of the Negev and the healthcare system, with an emphasis on the Southern District, the establishment of the Hospital is being advanced. This decision is intended to significantly expand the scope and quality of medical care available to all the diverse populations of the Southern District and bring it into alignment with the care available to residents of central Israel, taking into account the anticipated growth and changes in the population of the Southern District over the coming decades.

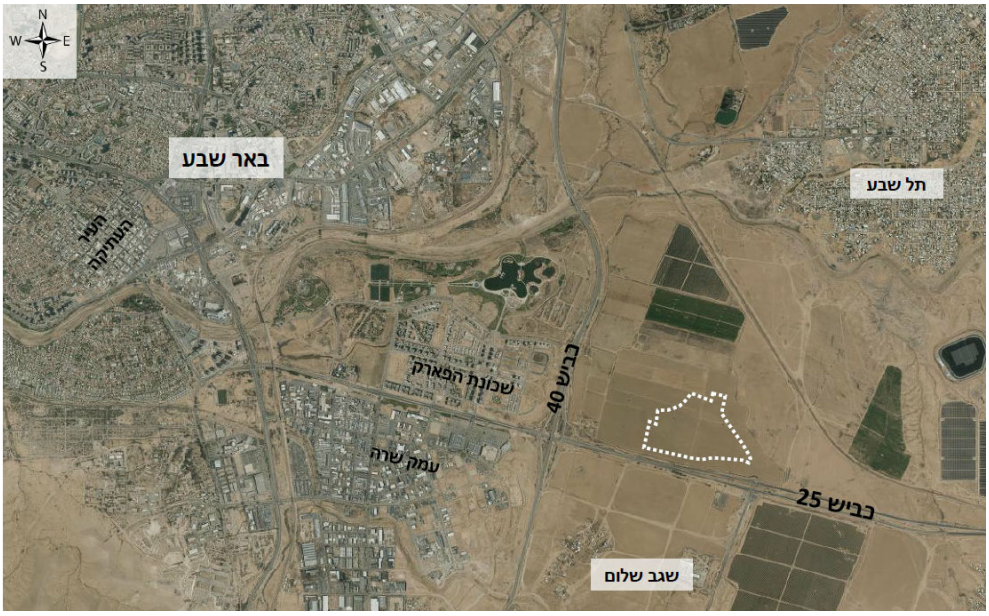
   1.2. The Hospital shall constitute a significant advancement in the Israeli healthcare system by incorporating advanced planning principles, sustainability, an optimal user experience, and groundbreaking technologies. The architectural design shall focus on realizing this vision through intelligent, integrated, and innovative planning that will ensure the Hospital's future success while establishing new standards for the field of medicine. The Hospital's vision is to serve as a model in Israel and worldwide, adapted to the needs of the community in the Southern District while incorporating innovative and groundbreaking technologically advanced medical methods that meet international medical standards.

2. The hospital shall be owned by Peres Negev, which is held in equal shares by Leumit Health Services and Meuhedet Health Services. It is anticipated that this structure will assist the health services organizations in expanding the scope and quality of the medical services provided in the community through continuity between community-based services and the medical services to be provided at the hospital, while also fostering competition and providing additional choices for patients in the Southern District.

3. Sheba Medical Center (Tel HaShomer) was selected to plan, establish, and operate the hospital based on its proven excellence and operational and clinical capabilities, its size and worldwide reputation, and its commitment to world-leading public medicine and professional excellence. These activities are being carried out by Sheba Negev (a wholly owned subsidiary of Sheba Medical Center (Tel HaShomer)).

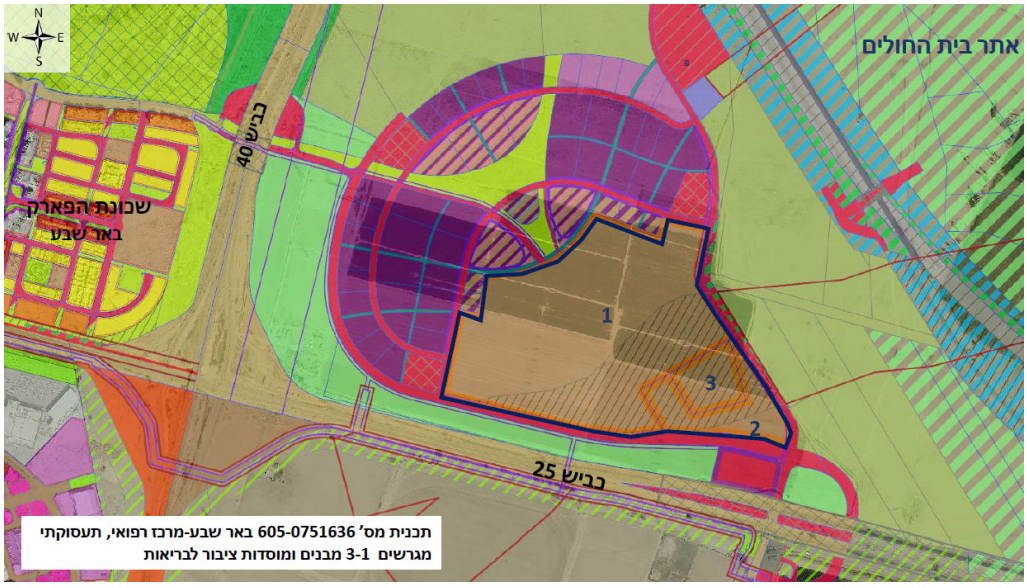
4. Location

   The hospital shall be established within the municipal boundaries of Be'er Sheva, northeast of the Sara Interchange (at the intersection of Route 25 and Route 40, in the vicinity of coordinates 184840X, 570650Y), as indicated below:



The area allocated for "Public Buildings and Institutions—Health" for the establishment of the "Peres Negev" hospital is approximately 430 dunams, in accordance with approved Plan No. 605-0751636.

The hospital complex shall form part of a new urban district to be developed in eastern Be'er Sheva, which shall also include areas for employment, research, laboratories, public institutions, and other hospital-related uses.



5. Project Scope

5.1. The applicable statutory town planning scheme (תב"ע) permits the establishment of a large medical center comprising up to approximately 2,100 beds and approximately 710,000 square meters of built area. Advancement of a statutory town planning scheme for the hospital complex is currently under consideration to add uses such as staff housing, a convalescence hotel, and other uses. These and other matters shall be reflected in the construction and development plan for the complex, even

though they do not form part of the program for the First Stage, and shall be incorporated into the statutory town planning scheme to be advanced.

5.2. As of the publication date of the Tender, based on the Guiding Principles for planning the Project (attached to Appendix C to the Tender), the First Stage is planned for an operational capacity of up to 1,000 beds (of which approximately 400 beds are designated for psychiatric departments and wings) (the "**First Stage**"). However, the Guiding Principles are preliminary only and are not final, and the planning of the Project is subject to updates and changes, including expansion beyond the First Stage described above or a reduction in its scope.

5.3. The hospital's final program is subject to the approval of the State Administration. The Successful Bidder's architectural design for the Project shall be required, among other matters, to address the modularity of the program described above and the possibility of expanding and enlarging the hospital beyond the First Stage.

5.4. The location of the rooftop helipad shall be determined in accordance with the proposed design for the First Stage and not in accordance with the provisions of the applicable statutory town planning scheme (תב"ע), and a statutory town planning scheme shall be advanced to regulate the helipad and any additional matters, as required.

6. Schedule for Opening the Hospital

6.1. The hospital is expected to open to the public in stages, beginning seven years after the publication date of the Tender. These schedules are estimates only and shall not be binding upon Sheba Negev.

6.2. The Project is dependent upon State funding; accordingly, the contractual engagements with the successful supplier shall be aligned with the phasing and progress of budget approvals.

Appendix B
<u>The Agreement</u>
[Attached separately]

Appendix C—See Separate Document
Guiding Principles and Planning Guidelines
These principles are current as of the publication date of the Tender and are preliminary only.
Additional guidelines, changes, and similar matters shall be provided to the Successful Bidder during the planning period.

The hospital shall be established as a leading, groundbreaking medical center and shall incorporate innovative medical technologies and methods that meet international standards, with an emphasis on full integration among advanced systems, an innovative work environment, and an optimal human experience for all who enter the hospital.

The hospital shall form part of the community of the south, serve as a center of attraction for healthcare professionals, students, residents, and researchers, and contribute to the region's economic and social growth. It shall serve as a center for medical innovation and offer collaboration with biotechnology companies, research institutions, and academia to ensure the continuous development of advanced medical solutions.

The construction and development of the complex shall follow advanced sustainability principles, taking into account the Negev climate and future climate change.

The hospital shall be integrated into the surrounding urban environment (including employment areas, residential areas, and a park) and into the natural environment of the Negev.

The complex shall be designed to prioritize pedestrians, encourage short, convenient, thermally comfortable, engaging, and safe walking routes between buildings, and facilitate easy wayfinding for all users.

The hospital design shall be based on architectural, medical, technological, environmental, and operational planning principles focused on creating an optimal healing environment for patients, their families, and caregivers, while maximizing operational efficiency.

The design shall address the complexity of the Project, the hospital's potential for growth, and other relevant matters, while enabling full operational continuity during various emergency events.

The information set forth in this Appendix C is preliminary and estimated only, and nothing in this Appendix shall impose any restriction upon, or create any obligation or representation on the part of, Sheba Negev.

1. **Construction and Environment**
   - 1.1 Wellness principles shall be incorporated to create a therapeutic environment that supports recovery, reduces complications, and promotes mental well-being.
   - 1.2 Walking and circulation distances to and within the building for patients and staff and for logistical operations shall be minimized to the greatest extent possible, taking into account the surrounding and internal circulation systems and the separation of the various traffic flows.
   - 1.3 The appearance of the buildings and the public space, including the building façades, shall reflect the hospital's "extraordinary" nature and the beginning of a new era.

1.4 The hospital shall be based on a grid and modularity and shall allow for generic planning and flexibility to accommodate changing and dynamic needs.

1.5 The units shall be optimally arranged in accordance with the various relationships among the departments. The hospital core (emergency department, imaging, operating rooms, and intensive care) shall be adjacent to inpatient and ambulatory services, all of which shall be supported by maintenance, logistics, security, and support units.

1.6 Parking spaces shall be planned underground. To the extent that parking spaces are planned in outdoor lots, they shall be shaded by trees, photovoltaic systems, and similar means.

2. Smart Hospital

2.1 The hospital shall be designed to use artificial intelligence (AI) to improve medical care, operations, and the patient and visitor experience, increase operational efficiency and accuracy, and reduce the overall cost.

2.2 All hospital systems shall be connected to an integrated control center that shall monitor hospital operations 24/7 and enable a rapid and targeted response to any routine or emergency event.

2.3 Telemedicine and remote monitoring—home care and home hospitalization with remote monitoring as part of the departments' routine operations.

3. Human Experience

3.1 The hospital's units and spaces (treatment rooms, public spaces, offices, facilities, and systems) shall provide a pleasant and positive physical and emotional experience for all persons who come to the hospital: patients, caregivers, family members, accompanying persons, visitors, and staff. The hospital shall provide a hospitality experience for patients and accompanying persons and a healthy and enriching work environment for staff.

3.2 The design shall facilitate seamless transitions between community-based medicine and the hospital, among the various "stations" within the hospital, and between the home and the hospital for patients receiving hybrid inpatient care, among other settings.

4. Operations and Maintenance

Logistical support shall be "concealed" from visitors in order to provide a hotel-like service experience and a high level of safety (prevention of pathway hazards and cleanliness), including robotic storage and transport in certain areas.

5. The First Stage

In accordance with Section 5.2 of Appendix A, the data regarding the First Stage of the hospital's establishment, as set forth in the preliminary program below, are not final and reflect only the hospital's First Stage program as known on the publication date of the Tender. These data constitute estimates only and are presented to Bidders without imposing any obligation on Sheba Negev.

Inpatient Care:

- 194 surgical beds, 160 internal medicine beds, and 42 intensive care beds.

- Pediatrics—70 inpatient beds, 8 intensive care beds, and 28 neonatal unit and neonatal intensive care beds.
- Women's Health—60 maternity beds, 20 gynecology beds, and 18 high-risk pregnancy beds.

Psychiatric Hospital:
- Approximately 400 psychiatric beds.
- Ambulatory psychiatric services.

Emergency Departments:
- General—60 stations (including MRI and 2 CT scanners).
- Pediatrics—20 stations.
- Maternity—12 stations.
- Oncology emergency department stations.

Operating Rooms:
- 16 operating rooms (including one operating room equipped with a surgical robot, two maternity operating rooms, and two ophthalmic operating rooms).
- 13 delivery rooms.

Ambulatory services comprising approximately 60 clinics, as well as:
- 30 oncology day-hospitalization stations.
- 2 MRI scanners, 2 CT scanners, 1 neuroangiography suite, 2 cardiac catheterization labs, 1 PET scanner, and 2 breast imaging systems.

Additional Areas (Optional):
The hospital shall include approximately 4,000 square meters of commercial space, as well as a maternity hotel, an auditorium with approximately 350 seats, and management and administrative offices accommodating approximately 600 employees.

General:
The hospital shall be designed as a self-contained hospital and shall include a kitchen and dining room, a laundry, waste collection and sorting facilities, a logistics center and emergency storage facilities, as well as all technical areas required for the operation of the hospital.

Parking:

Parking shall be planned underground in accordance with the applicable standard.

Appendix D

Price Proposal Form

I, the undersigned, _____, Israeli company registration no. _____ (hereinafter, the "**Bidder**"), seeking to enter into an agreement with Sheba Negev Ltd. (Public Benefit Company (PBC)) ("**Sheba Negev**") pursuant to the Tender for the provision of architectural services for the project for the establishment of Shimon Peres Hospital (the "**Tender**"), hereby declare and undertake as follows:

1. Price Proposal:
   The percentage shall be stated, in figures and words, using no more than two digits after the decimal point (the "**Proposed Rate**"):
   In figures: %____;
   In words: _____ percent and _____ tenths of one percent;

   If a Bidder does not enter both digits after the decimal point in figures or does not state the Bid amount in tenths of one percent in words, the Proposed Rate shall be deemed to have been stated as "0" in figures after the decimal point and as "zero tenths of one percent" in words. If the Bidder enters more than two digits after the decimal point, the digits entered after the second digit following the decimal point shall be deemed to be "0" in figures and "zero" in words. In the event of any discrepancy between the Proposed Rate stated by the Bidder in figures and the Proposed Rate stated in words, the Proposed Rate shall be determined according to the lower of the two.

   The proposed fee for the provision of the Services in accordance with the provisions of the Tender and the full and timely performance of all of the Bidder's obligations, as specified in the Agreement and its appendices, to the satisfaction of Sheba Negev, shall be calculated by multiplying the Proposed Rate, or the applicable portion thereof, by the Project Construction Cost, in accordance with the following tiers:

   1.1. **First Tier**—for the portion of the Project Area up to and including 150,000 square meters (the "**First Tier**"), the fee shall be calculated based on the full Proposed Rate (100%).

   1.2. **Second Tier**—for the portion of the Project Area exceeding the scope of the First Tier and up to and including 200,000 square meters (the "**Second Tier**"), the fee shall be calculated based on 95% of the Proposed Rate.

   1.3. **Third Tier**—for the portion of the Project Area exceeding the scope of the Second Tier, the fee shall be calculated based on 90% of the Proposed Rate.

   The terms "**Project Construction Cost**" and "**Project Area**" shall have the meanings assigned to them in Appendix B to the Agreement.

2. If the Bidder's Bid in the Tender is declared the successful Bid and Sheba Negev enters into an Agreement with the Bidder for the provision of Planning Services for the Project, the Bidder undertakes to perform the Services in full, in accordance with the provisions of the Agreement, in consideration for the fee proposed by it as set forth above.

IN WITNESS WHEREOF, I have executed this document:

Date	Name of Signatory on Behalf of the Bidder	Israeli ID No. of Signatory on Behalf of the Bidder	Position of Signatory on Behalf of the Bidder	Bidder's Signature and Stamp

Attorney Certification

I, the undersigned, _____, attorney-at-law, hereby certify that on _____, Mr./Ms. _____ appeared before me at my office located at _____ Street in the locality/city of _____, identified himself/herself by Israeli ID no. _____, and signed the foregoing Price Proposal before me on behalf of the Bidder named above; I further certify that his/her signature above binds the Bidder on whose behalf he/she signed for all purposes.

Date	License No.	Signature and Stamp

Appendix E/1

Affidavit Regarding the Absence of Convictions for Employment of Foreign Workers and Minimum Wage Violations

I, the undersigned, _____, Israeli ID no. _____, having been cautioned that I must state the truth and that I shall be subject to the penalties prescribed by law if I fail to do so, hereby declare as follows:

I submit this affidavit on behalf of _____, which is the Bidder (hereinafter, the "**Bidder**"), seeking to enter into an agreement with Sheba Negev Ltd., which is conducting Tender No. 10003199/26 for the provision of architectural services for the Shimon Peres Hospital establishment project. I declare that I am authorized to submit this affidavit on behalf of the Bidder.

In this affidavit, the term "**related party**" shall have the meaning assigned to it in the Public Bodies Transactions Law, 5736-1976 (hereinafter, the "**Public Bodies Transactions Law**"). I confirm that the meaning of this term has been explained to me and that I understand it.

The term **"offense"** means an offense under the Foreign Workers Law, 5751-1991, or the Minimum Wage Law, 5747-1987, and, with respect to transactions for the procurement of services as defined in Section 2 of the Law for Increased Enforcement of Labor Laws, 5772-2011, also an offense under the provisions of the enactments listed in the Third Schedule to that Law.

The Bidder is a corporation registered in Israel.

(Mark an X in the appropriate box)

☐ The Bidder and any related party thereof **have not been convicted** of more than two offenses as of the final deadline for submission of Bids by the Bidder (hereinafter, the "**Submission Deadline**"), in connection with Engagement No. 10003199/26 for the supply of _____ to _____.

☐ The Bidder or a related party thereof **has been convicted**, pursuant to a judgment, of more than two offenses, and **at least one year has elapsed** between the date of the most recent conviction and the Submission Deadline.

☐ The Bidder or a related party thereof **has been convicted**, pursuant to a judgment, of more than two offenses, and **less than one year has elapsed** between the date of the most recent conviction and the Submission Deadline.

This is my name, the signature below is mine, and the contents of my foregoing affidavit are true.

_____	_____	_____
Date	Full Name	Signature and Stamp

Attorney Certification

I, the undersigned, _____, attorney-at-law, hereby certify that on _____, Mr./Ms. _____ appeared before me at my office located at _____ Street in the locality/city of _____, identified himself/herself by Israeli ID no. _____ or is personally known to me, and, after I cautioned him/her that he/she must declare the truth and that he/she shall be subject to the penalties prescribed by law if he/she fails to do so, signed the foregoing affidavit before me.

_____ _____

_____

Date License No. Signature and Stamp

Appendix E/2

Affidavit Regarding the Employment of Persons with Disabilities

I, the undersigned, _____, Israeli ID no. _____, having been warned that I must state the truth and that I shall be subject to the penalties prescribed by law if I fail to do so, hereby declare as follows:

I am providing this affidavit on behalf of _____, which is the Bidder (hereinafter: the "**Bidder**"), seeking to enter into an agreement with Sheba Negev Ltd., the entity conducting Tender No. 10003199/26 for the provision of architectural services for the Shimon Peres Hospital construction project. I declare that I am authorized to provide this affidavit on behalf of the Bidder.

Mark an X in the appropriate box:

☐ The provisions of Section 9 of the Equal Rights for Persons with Disabilities Law, 5758-1998 **do not apply** to the Bidder.

☐ The provisions of Section 9 of the Equal Rights for Persons with Disabilities Law, 5758-1998 **apply** to the Bidder, and the Bidder complies with them.

If the provisions of Section 9 of the Equal Rights for Persons with Disabilities Law, 5758-1998 (hereinafter: the "Equal Rights Law") **apply to the Bidder,** an x must be marked in the appropriate box:

☐ The Bidder employs fewer than 100 employees.

☐ The Bidder employs 100 or more employees.

If the Bidder employs 100 or more employees, an X must be marked in the appropriate box:

☐ The Bidder undertakes that, if it is awarded the Tender, it shall contact the Director General of the Ministry of Labor, Social Affairs and Social Services to review the implementation of its obligations under Section 9 of the Equal Rights Law and, if necessary, to obtain instructions regarding their implementation.

☐ The Bidder previously undertook to contact the Director General of the Ministry of Labor, Social Affairs and Social Services to review the implementation of its obligations under Section 9 of the Equal Rights Law, made such contact, and, if it received instructions for implementing its obligations, **acted to implement them** (if the Bidder previously undertook to make such contact and an agreement was entered into with it in connection with which it provided such undertaking).

The Bidder undertakes to deliver a copy of the affidavit provided pursuant to this paragraph to the Director General of the Ministry of Labor, Social Affairs and Social Services within 30 days after the date of the engagement.

_____	_____	_____
Full Name	Date	Signature

Attorney Certification

I, the undersigned, _____, an attorney, hereby certify that on _____, Mr./Ms. _____ appeared before me at my office, located at _____ Street in the locality/city of _____, and identified himself/herself by Israeli ID no. _____, or is personally known to me, and, after I warned him/her that he/she must state the truth and that he/she would be subject to the penalties prescribed by law if he/she failed to do so, he/she signed the foregoing affidavit in my presence.

_____ _____ _____

Date License No. Signature and Stamp

Appendix E/3
Affidavit Regarding the Core Team

I, the undersigned, _____, Israeli company registration no. _____ (hereinafter: the "**Bidder**"), seeking to enter into an agreement with Sheba Negev Ltd. (Public Benefit Company (PBC)) in connection with a tender for the provision of architectural services for the Shimon Peres Hospital construction project (the "**Tender**"), hereby declare and undertake as follows:

A. The Core Team (as defined in the Tender) acting on my behalf shall include the persons whose details are set forth in the table below:

No.	Core Team Member	Full Name	Contact Information
1	Project Architect		
2	Medical Architect		
3	International Planning Manager		

The résumé of each Core Team member described above is attached to this affidavit.

This is my name, the signature below is mine, and the contents of my foregoing affidavit are true.

Date	Name of Signatory on Behalf of the Bidder	Israeli ID No. of Signatory on Behalf	Title of Signatory on Behalf of the Bidder	Signature and Stamp of the Bidder

		of the Bidder		

Attorney Certification

I, the undersigned, _____, an attorney, hereby certify that on _____, Mr./Ms. _____ appeared before me at my office, located at _____ Street in the locality/city of _____, and identified himself/herself by Israeli ID no. _____, or is personally known to me, and, after I warned him/her that he/she must state the truth and that he/she would be subject to the penalties prescribed by law if he/she failed to do so, he/she signed the foregoing affidavit in my presence; I further certify that his/her signature above is binding on the Bidder on whose behalf he/she signed for all purposes.

Appendix F/1

Affidavit Regarding Compliance with the Experience Requirements under the Professional Threshold Conditions in Section 5.2

I, the undersigned, _____, Israeli company registration no. _____ (hereinafter: the "**Bidder**"), seeking to enter into an agreement with Sheba Negev Ltd. (Public Benefit Company (PBC)) in connection with a tender for the provision of architectural services for the Shimon Peres Hospital construction project (the "**Tender**"), hereby declare and undertake as follows:

With respect to all threshold conditions specified in Section 5.2 of the Invitation to Submit Proposals for the Tender, each reference to a "completed project" means that, at a minimum, the structural works for the relevant project have been completed. For each completed project, the Bidder shall attach confirmation from the client that, at a minimum, the structural works for the relevant project have been completed.

"**Complex Project**" means a project for the construction of (1) medical facilities; or (2) university research and laboratory buildings; or (3) plants featuring extensive machinery and technologies (including clean rooms); or (4) hotels containing at least 300 rooms; provided that a Complex Project attributed to the International Architect or the International Planning Manager must also be a project located **outside Israel** in order to constitute a "Complex Project."

"**Medical Facility**" means a facility used for a medical purpose and located within a hospital campus, including, without limitation, inpatient departments, laboratories and clean rooms, emergency departments, intensive care units, operating rooms, and the like.

Terms not expressly defined in this affidavit shall have the meanings assigned to them in the Tender.

1. Bidder

1.1. The Bidder is an architectural firm that has provided architectural services for at least the 10-year period preceding the date of submission of its Bid and has at least 10 employees working in the field of architecture.

1.2. The Bidder provided architectural services (a) for at least one Medical Facility project with an area of 40,000 sq. m. or more; or (b) for at least two Medical Facility projects, each with an area of 30,000 sq. m. or more; provided that, with respect to each of the alternatives in subsections (a) and (b), the projects were completed during the 15-year period preceding the date of submission of the Bid. Details are provided below:

The details of the foregoing projects are as follows:

No.	Name of Project Client	Contact Information for the Client's Contact Person	Description of the Project and the Architectural	Period During Which the	Comments

		(Telephone and Email)	Services Performed for the Project	Services Were Performed for the Project	
1					
2					
3					
4					
5					

2. Project Architect
   2.1. Full name of the Project Architect: _____.
   2.2. The Project Architect is an owner or partner of the Bidder or is employed by the Bidder as an employee.
   2.3. The Project Architect holds an academic degree in architecture from an institution recognized by the Council for Higher Education in Israel.
   2.4. The Project Architect is a licensed architect as defined in the Engineers and Architects Law, 5718-1958.
   2.5. The Project Architect provided architectural services for at least the 10-year period preceding the date of submission of the Bidder's Bid for the Tender.
   2.6. The Project Architect provided architectural services for three or more Complex Projects having an aggregate area of at least 50,000 sq. m. with full fit-out completed, which were completed during the 10-year period preceding the date of submission of the Bid, and at least one of the foregoing Complex Projects was occupied by the date of submission of the Bid. Details are provided below:

No.	Name of Project Client	Contact Information for the Client's Contact Person (Telephone and Email)	Description of the Project and the Architectural Services Performed for the Project	Period During Which the Services Were Performed for the Project	Occupancy Date and Comments
1					
2					
3					

   2.7. The Project Architect provided architectural services for two or more projects, each having a net area exceeding 15,000 sq. m., that were managed using the BIM methodology, and at least one such project was occupied by the date of submission of the Bid. Details are provided below:

No.	Name of Project Client	Contact Information for the Client's Contact Person (Telephone and Email)	Description of the Project and the Architectural Services Performed for the Project	Period During Which the Services Were Performed for the Project	Occupancy Date and Comments
1					
2					

3. Medical Architect

3.1. Full name of the Medical Architect: _____.

3.2. The Medical Architect is an owner or partner of the Bidder or is employed by the Bidder as an employee.

3.3. The Medical Architect holds an academic degree in architecture from an institution recognized by the Council for Higher Education in Israel.

3.4. The Medical Architect is a licensed architect as defined in the Engineers and Architects Law, 5718-1958.

3.5. The Medical Architect provided architectural services for at least the 10-year period preceding the date of submission of the Bid. The projects are listed below:

No.	Name of Project Client	Contact Information for the Client's Contact Person (Telephone and Email)	Description of the Project and the Architectural Services Performed for the Project	Period During Which the Services Were Performed for the Project	Comments
1					
2					

3.6. The Medical Architect provided architectural services for Medical Facility projects having an aggregate area of at least 50,000 sq. m. with full fit-out completed, and each of the foregoing projects was completed during the 15-year period preceding the date of submission of the Bid. **For purposes of satisfying this threshold condition, no more than three projects may be submitted, and the areas of more than three projects may not be aggregated**. The projects are listed below:

No.	Name of Project Client	Contact Information for the Client's Contact Person	Description of the Project and the Architectural Services	Period During Which the Services	Comments

		(Telephone and Email)	Performed for the Project	Were Performed for the Project	
1					
2					

4. International Architect

4.1. Full name of the proposed International Architect: _____.

4.2. The International Architect entered into a subcontracting agreement with the Bidder as required under Section 5.2.4.1 of the Invitation to Submit Proposals for the Tender.

4.3. The International Architect provided architectural services for projects outside Israel for at least the 10-year period preceding the date of submission of the Bidder's Bid for the Tender. The project details are set forth below:

No.	Name of Project Client	Contact Information for the Client's Contact Person (Telephone and Email)	Description of the Project and the Architectural Services Performed for the Project	Period During Which the Services Were Performed for the Project	Comments
1					
2					

4.4. The International Architect is an existing legal entity registered in a registry of legal entities maintained pursuant to the laws of its jurisdiction of incorporation.

4.5. The International Architect provided architectural services for at least two projects involving the construction or expansion of hospitals outside Israel that satisfy all of the following conditions:

1. The projects involved the construction or expansion of a hospital with at least 300 beds and included additional areas used for medical purposes, such as emergency medicine, operating rooms, and the like.
2. The projects included the design of an emergency department and an intensive care unit, as well as the design of an inpatient department.
3. The projects were completed during the 10-year period preceding the date of submission of the Bid.

The details of the foregoing projects are as follows:

No.	Name of Project Client	Contact Information for the Client's Contact Person (Telephone and Email)	Description of the Project and the Architectural Services Performed for the Project	Period During Which the Services Were Performed for the Project	Comments
1					
2					

4.6. The International Architect provided planning services for the preparation of a MASTER PLAN for a project involving the construction of a hospital outside Israel with at least 500 beds or the expansion of a hospital outside Israel by at least 300 beds, and on-site construction work for the project has commenced.

No.	Name of Project Client	Contact Information for the Client's Contact Person (Telephone and Email)	Description of the Project and the Architectural Services Performed for the Project	Period During Which the Services Were Performed for the Project	Comments
1					

4.7. The International Architect provided architectural services for at least four Complex Projects, each having an area of at least 20,000 sq. m. with full fit-out completed, that were completed during the 10-year period preceding the date of submission of the Bid.

The details of the foregoing projects are as follows:

No.	Name of Project Client	Contact Information for the Client's Contact Person (Telephone and Email)	Description of the Project and the Architectural Services Performed for the Project	Period During Which the Services Were Performed for the Project	Comments
1					
2					

3					
4					

5. International Planning Manager

5.1. Full name of the International Planning Manager: _____.

5.2. The International Planning Manager is employed by the International Architect pursuant to an employment agreement or is an owner or partner of the International Architect.

5.3. The International Planning Manager holds an academic degree in architecture.

5.4. The International Planning Manager provided architectural services for projects outside Israel during the 10-year period preceding the date of submission of the Bidder's Bid for the Tender.

No.	Name of Project Client	Contact Information for the Client's Contact Person (Telephone and Email)	Description of the Project and the Architectural Services Performed for the Project	Period During Which the Services Were Performed for the Project	Comments
1					
2					

5.5. The International Planning Manager provided architectural services outside Israel for Medical Facility projects having an aggregate net area of at least 50,000 sq. m. with full fit-out completed, which were completed within the last 10 years. **For purposes of satisfying this threshold condition, no more than two projects may be submitted, and the areas of more than two projects may not be aggregated**. Details are provided below:

No.	Name of Project Client	Contact Information for the Client's Contact Person (Telephone and Email)	Description of the Project and the Architectural Services Performed for the Project	Period During Which the Services Were Performed for the Project	Comments
1					
2					

5.6. The International Planning Manager provided architectural services for at least two Complex Projects, each having an area exceeding 15,000 sq. m., that were managed using the BIM methodology, and at least one Complex Project was occupied by the date of submission of the Bid. Details are provided below:

No.	Name of Project Client	Contact Information for the Client's Contact Person (Telephone and Email)	Description of the Project and the Architectural Services Performed for the Project	Period During Which the Services Were Performed for the Project	Occupancy Date and Comments
1					
2					

6. Attached to this affidavit are confirmations from the clients for the relevant projects regarding the completion of such projects and portfolios containing all projects identified above in this document.

This is my name, the signature below is mine, and the contents of my foregoing affidavit are true.

Date	Name of Signatory on Behalf of the Bidder	Israeli ID No. of Signatory on Behalf of the Bidder	Title of Signatory on Behalf of the Bidder	Signature and Stamp of the Bidder

Attorney Certification

I, the undersigned, _____, an attorney, hereby certify that on _____, Mr./Ms. _____ appeared before me at my office located at _____ Street in the locality/city of _____, who identified himself/herself by Israeli ID no. _____ or is personally known to me, and, after I warned him/her that he/she must state the truth and that he/she would be subject to the penalties prescribed by law if he/she failed to do so, he/she signed the foregoing affidavit before me; I further certify that his/her signature above is binding upon the Bidder on whose behalf he/she signed for all purposes.

_____
Signature

Appendix F/2

Affidavit Regarding the Evaluation Criteria in the Quality Scoring Table

Unless expressly stated otherwise, no more than five projects may be presented for each evaluation criterion, and any project beyond the first five projects entered by the Bidder in this Appendix F/2 shall not be reviewed or taken into account by Sheba Negev in scoring the quality of the Bid.
With respect to evaluation criteria involving an assessment, preference shall be given, among other things, to the presentation of design projects involving: (a) medical facilities; (b) completed buildings (with preference given to completed medical facilities); and (c) projects for which the relevant party provided services in recent years. The assessment shall consider, among other things, aspects of innovation, creativity, complexity, operational efficiency, adherence to budget and schedule, sustainability, user experience, circulation, and the relationship to the surrounding environment and community.
Unless otherwise stated, for purposes of scoring the Bid as set forth below, the Bidder may present projects also described in Appendix F/1 for purposes of satisfying the minimum eligibility requirements, in which case the Bidder may refer to the details provided regarding those projects in Appendix F/1.

I, the undersigned, _____, Israeli company registration no. _____ (the "**Bidder**"), seeking to enter into an agreement with Sheba Negev Ltd. (Public Benefit Company (PBC)) pursuant to the Tender for the provision of architectural services for the Shimon Peres Hospital construction project (the "**Tender**"), hereby declare and undertake as follows:

Set forth below are details regarding the compliance of the Bidder, the Project Architect, the Medical Architect, the International Architect, and the International Planning Manager with the evaluation criteria specified in the quality scoring table included in the Invitation to Submit Proposals. Terms not expressly defined in this affidavit shall have the meanings assigned to them in the Tender.

Number of medical facility projects, each exceeding 10,000 square meters, for which the **Bidder** provided architectural services in addition to the project(s) required to satisfy the minimum eligibility requirements under Section 5.2.1.2 of the Invitation to Submit Proposals. The projects are not required to satisfy the minimum eligibility requirements under Section **5.2.1.2** of the Invitation to Submit Proposals.

No.	Name of Project Client	Contact Details for the Client's Contact Person (Telephone and Email)	Description of the Project and the Architectural Services Performed for the Project (Including Area in Square Meters)	Comments/Reference to Projects Identified in Appendix F/1
1.				
2.				
3.				

4.				
5.				

Number of projects, each exceeding 75,000 square meters, for which the **Bidder** provided architectural services, even if such projects were not medical facilities.				
No.	**Name of Project Client**	**Contact Details for the Client's Contact Person (Telephone and Email)**	**Description of the Project and the Architectural Services Performed for the Project (Including Area in Square Meters)**	**Comments/Reference to Projects Identified in Appendix F/1**
1.				
2.				
3.				
4.				
5.				

Number of campuses having an area of 50 dunams or more (even if such campuses do not include medical facilities) for which the **Bidder** provided building layout, site development, and architectural design plans (or planning services substantially similar in nature to the preparation of building layout, site development, and architectural design plans, provided that such services addressed infrastructure, building placement, site development, and similar matters) and for which on-site construction work commenced.				
No.	**Name of Project Client**	**Contact Details for the Client's Contact Person (Telephone and Email)**	**Description of the Project and the Architectural Services Performed for the Project (Including Area in Square Meters)**	**Comments/Reference to Projects Identified in Appendix F/1**
1.				
2.				
3.				
4.				
5.				

Building design projects performed by the **Bidder** (even if such projects were not medical facilities).				
No.	**Name of Project Client**	**Contact Details for the Client's Contact Person (Telephone and Email)**	**Description of the Project and the Architectural Services Performed for the Project (Including Area in Square Meters)**	**Comments/Reference to Projects Identified in Appendix F/1**
6.				
7.				
8.				
9.				
10.				

Number of hospitals for which the **International Architect** provided architectural services in addition to the two projects required to satisfy the minimum eligibility requirements under Section 5.2.4.4 of the Invitation to Submit Proposals. Such projects shall satisfy the cumulative requirements set forth in Section 5.2.4.4 of the Invitation to Submit Proposals.				
No.	**Name of Project Client**	**Contact Details for the Client's Contact Person (Telephone and Email)**	**Description of the Project and the Architectural Services Performed for the Project (Including Area in Square Meters)**	**Comments/Reference to Projects Identified in Appendix F/1**
1.				
2.				
3.				
4.				
5.				

Number of campus construction projects having an area of 100 dunams or more (even if such campuses do not include medical facilities) for which master plans were prepared by the **International Architect**, provided that such projects proceeded to implementation.				
No.	**Name of Project Client**	**Contact Details for the Client's Contact Person (Telephone and Email)**	**Description of the Project and the Architectural Services Performed for the Project (Including Area in Square Meters)**	**Comments/Reference to Projects Identified in Appendix F/1**
1.				
2.				

3.				
4.				
5.				

Number of hospital construction or expansion projects outside Israel for which the **International Architect** provided planning services for the preparation of a MASTER PLAN in addition to the project required to satisfy the minimum eligibility requirements under Section 5.2.4.6 of the Invitation to Submit Proposals. Such projects shall satisfy the cumulative requirements set forth in Section 5.2.4.6 of the Invitation to Submit Proposals.

No.	Name of Project Client	Contact Details for the Client's Contact Person (Telephone and Email)	Description of the Project and the Architectural Services Performed for the Project (Including Area in Square Meters)	Comments/Reference to Projects Identified in Appendix F/1
1.				
2.				
3.				
4.				
5.				

Building design projects performed by the **International Architect** (even if such projects were not medical facilities).

No.	Name of Project Client	Contact Details for the Client's Contact Person (Telephone and Email)	Description of the Project and the Architectural Services Performed for the Project (Including Area in Square Meters)	Comments/Reference to Projects Identified in Appendix F/1
1.				
2.				
3.				
4.				
5.				

Building design projects and/or building layout plans prepared by the **Project Architect.**

No.	Name of Project Client	Contact Details for the Client's Contact Person (Telephone and Email)	Description of the Project and the Architectural Services Performed for the Project (Including Area in Square Meters)	Comments/Reference to Projects Identified in Appendix F/1
1.				
2.				
3.				
4.				
5.				

Building design projects (even if such projects were not medical facilities) performed by the **Medical Architect**.

No.	Name of Project Client	Contact Details for the Client's Contact Person (Telephone and Email)	Description of the Project and the Architectural Services Performed for the Project (Including Area in Square Meters)	Comments/Reference to Projects Identified in Appendix F/1
1.				
2.				
3.				
4.				
5.				

Building design projects performed by the **International Planning Manager.**

No.	Name of Project Client	Contact Details for the Client's Contact Person (Telephone and Email)	Description of the Project and the Architectural Services Performed for the Project (Including Area in Square Meters)	Comments/Reference to Projects Identified in Appendix F/1
1.				
2.				
3.				
4.				

5.				

Number of psychiatric hospitals designed by the **Bidder and/or the Project Architect and/or the Medical Architect and/or the International Architect and/or the International Planning Manager** during the 15 years preceding the date of submission of the Bid and for which on-site construction work commenced. "**Psychiatric Hospital**" means a structure intended for medical purposes (not a department and not a wing) and intended for the diagnosis, treatment, and hospitalization of persons coping with mental illnesses and/or mental disorders.				
No.	**Name of Project Client**	**Contact Details for the Client's Contact Person (Telephone and Email)**	**Description of the Project and the Architectural Services Performed for the Project (Including Area in Square Meters)**	**Comments/Reference to Projects Identified in Appendix F/1**
1.				
2.				
3.				
4.				
5.				

Attached to this declaration are portfolios containing all projects identified above in this document; alternatively, the projects identified herein are included in the portfolio submitted in support of the information set forth in Appendix F/1.

This is my name, the signature below is mine, and the contents of my foregoing affidavit are true.

_____	_____	_____	_____	_____
Date	Name of Signatory on Behalf of the Bidder	Israeli ID No. of Signatory on Behalf of the Bidder	Title of Signatory on Behalf of the Bidder	Bidder's Signature and Stamp

Attorney Certification

I, the undersigned, _____, an attorney, hereby certify that on _____, Mr./Ms. _____ appeared before me at my office located at _____ Street in the locality/city of _____, identified himself/herself by Israeli ID no. _____, or is personally known to me, and, after I warned him/her that he/she must state the truth and that he/she would be subject to the penalties prescribed by law if he/she failed to do so, he/she signed the foregoing affidavit before

me; I further certify that his/her signature above is binding upon the Bidder on whose behalf he/she signed for all purposes.

_____
Signature

Appendix G

Subcontractor Undertaking

I, the undersigned, _____, a corporation registered in _____ under corporate registration number _____ (the "**Subcontractor**"), grant this undertaking in connection with the submission of a bid by _____ (the "**Bidder**") to Sheba Negev Ltd. ("**Sheba Negev**") in the framework of a tender for the provision of architectural services for the construction of the Shimon Peres Hospital (the "**Tender**" and "**Bid**," respectively), and in connection with the Subcontractor's activities as described in the Bid and the agreement that will be signed pursuant to the Tender (the "**Agreement**").

Terms not explicitly defined in this undertaking will have the meaning given to them in the Tender Documents.

The Subcontractor hereby represents and undertakes as follows:

1. It has read and understood the Tender Documents and the Bid, is able to provide the services and deliverables that it is required to provide pursuant to such documents, and shall perform such obligations in accordance with the requirements of the Tender.
2. It accepts and agrees to the terms of the Agreement and its appendices insofar as they relate to the performance of its duties and the obligations that shall be imposed upon it if Sheba Negev selects the Bid.
3. It is familiar with all provisions relating to intellectual property rights, including the waiver of the moral right, as detailed in the Agreement, and shall be bound by those provisions.
4. An agreement has been executed between the Subcontractor and the Bidder with respect to the Subcontractor's obligations under the Tender Documents and the Agreement (the "**Subcontract Agreement**").
5. The term of the Subcontract Agreement was established for the entire duration of the engagement between Sheba Negev and the Bidder.
6. It shall take an active part in the performance of the Services under the Agreement at all stages, including by participating in ongoing meetings and transferring materials between the parties, until completion of the project thereunder and final delivery of the project to Sheba Negev, and in any other matter in accordance with the instructions of Sheba Negev and its inspector.
7. It shall directly provide Sheba Negev with all services within its scope of responsibility, as detailed in the Bid and Appendix A/2 to the Agreement, and shall fully cooperate with Sheba Negev and its representatives.
8. It shall bear joint and several liability with the Bidder with respect to the Bidder's obligations to Sheba Negev solely in relation to services and deliverables within the Subcontractor's responsibility and involvement, in accordance with the terms of the Agreement between the Bidder and Sheba Negev (specifically as set forth in Appendix A/2 to the Agreement). Without derogating from the foregoing, the Subcontractor shall not be liable to Sheba Negev for technical or statutory errors, local permits, or construction supervision performed solely by the Bidder. The Subcontractor's liability to Sheba Negev shall be limited to US$ 5,000,000, except

in cases of damage caused by willful misconduct. Nothing in the foregoing shall limit the Bidder's liability to Sheba Negev, including with respect to any act or omission of the Subcontractor.

9. It shall employ the International Planning Manager (as defined in the Tender) as a member of the planning core team (as defined in the Agreement) for the performance of its obligations under the Subcontract Agreement throughout the term of the Agreement.
10. Any replacement of any of its employees who is involved in the performance of the Subcontractor's obligations under the Agreement and whom Sheba Negev has deemed to hold a key position shall be subject to Sheba Negev's prior written approval.
11. Sheba Negev may, at any time and for reasonable cause, demand the replacement of any member of the Planning Team (as defined in the Agreement).
12. The replacement of the International Planning Manager (as defined in the Tender) and/or the cessation of the International Planning Manager's activities pursuant to the Tender Documents and the Agreement shall be subject to Sheba Negev's prior written approval.
13. The provisions of the Subcontract Agreement do not prejudice any obligation of the Bidder to Sheba Negev.
14. It acknowledges that Sheba Negev may, at any time and for any reason, (i) engage directly with the Subcontractor for the purpose of providing the services within its scope of responsibility, as detailed in the Bid and Appendix A/2 to the Agreement; and/or (ii) assume the Bidder's position under the Subcontract Agreement with the Subcontractor.

_____	_____	_____
Date	Name	Signature and Stamp

Appendix H

List of Sheba Negev Consultants

1. Eshed Management & Engineering – Programming Consultant
2. Yulia Roitich – Tender Support
3. Margolin Brothers Engineering & Consulting Ltd.
4. Poran–Shrem Engineering and Real Estate Appraisal Ltd.
5. Herzog Fox & Neeman
6. M.P.S. – Solutions for Medical Projects Ltd.
7. Sharon Shefer, Architect

[Non-Official Translation]

Updated Version – October 20, 2026

AGREEMENT

Made and executed in _____ on the _____ day of _____, _____

Between: **Sheba Negev Ltd.**
an Israeli public benefit company (Khalatz), Israeli company registration no. 517095683
of 2 Katzir Street, Ramat Gan
Email: _____

(the "**Client**" or "**Sheba Negev**")

of the first part;

And: _____
Israeli company registration no. _____
of _____
_____
Email: _____

(the "**Architect**" or the "**Planner**")

of the second part;

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

WHEREAS The Hospital will be established pursuant to Government Resolution No. 1731, dated May 5, 2024, the principal purpose of which is to strengthen the public healthcare system and expand the public hospitalization system in southern Israel;

WHEREAS The land designated for the establishment of the Hospital (as detailed in Appendix A to the tender) will be allocated to Peres Negev Ltd., and the construction will be carried out in accordance with Town Planning Scheme No. 605-0751636, approved in June 2021, which designated an area of approximately 430 dunams for public medical buildings and institutions for the establishment of a general and specialized hospital, helipads, commercial areas, academic and teaching facilities, research facilities, laboratories, and other uses, as part of a new urban district being constructed east of the city of Be'er Sheva (the "**Land**" and the "**Town Planning Scheme**," respectively);

WHEREAS The Architect was awarded the tender published by the Client for the provision of Design Services as the lead architect for the first stage of the Project, which includes the establishment and operation of the Hospital with up to 1,000 beds (of which approximately 400 beds are for psychiatric departments and divisions) (the "**Project**"), as well as the preparation of a

building and development plan for the entire complex (including the establishment of the Hospital in its entirety, through all of its stages), and the Client wishes to engage the Architect to perform Design Services and construction-phase supervision ("pikuach elyon") for the Project, as detailed in **Appendix "A"** to this Agreement, including superposition design and systems coordination services, as detailed in **Appendix "A/1"** to this Agreement;

WHEREAS The Architect acknowledges that a material condition of this Agreement is (a) the engagement of the International Architect (as defined below) as a Subcontractor of the Architect in performing the Design Services, and the personal involvement of the International Design Manager in the Design Services; and (b) the personal involvement of the Project Architect (as defined below) in the Design Services;

WHEREAS The Architect represents that it has experience in providing services of the type contemplated by this Agreement, possesses the knowledge and professional capability required to perform all of its obligations under this Agreement, and wishes to enter into this Agreement with the Client and provide the Design Services for the Project, all as set forth below in this Agreement;

NOW, THEREFORE, the parties hereby declare, agree, and stipulate as follows:

1. **Preamble, Interpretation, and Appendices**

1.1. The preamble to this Agreement constitutes an integral part hereof.

1.2. In the event of any conflict or inconsistency between the provisions of any Appendix to this Agreement and the provisions of this Agreement, the provisions affording the Client the greatest rights shall govern.

1.3. The section headings do not constitute a binding part of this Agreement and are included solely for convenience.

1.4. The documents listed below are attached to this Agreement and constitute an integral part hereof:

Appendix "A"	Details of the Design Services.
Appendix "A/1"	Appendix regarding superposition design and systems coordination services.
Appendix "A/2"	Allocation of the work and performance of Design Services tasks between the Architect and the International Architect.
Appendix "A/3"	Details of the minimum Design Team members and each member's level of commitment to the Project, as well as details of the Design Team members *[to be completed in accordance with the Architect's tender submission after the list is approved by the Client]*.

Appendix "B" The Contract Fee and payment schedule.

Appendix "C" Insurance Appendix and certificate of insurance for the Architect's Insurance Policies.

Appendix "D" Confidentiality Undertaking.

Appendix "E" Form of declaration regarding the release and waiver of claims.

Appendix "F" The Architect's tender submission, including all appendices thereto (including the tender documents forming part of the submission and amendments made thereto with the parties' consent before the award of the tender).

2. **Definitions**

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

"Design Work," "Services," or **"Design Services"**	The Design Services and construction-phase supervision ("pikuach elyon") for the Project to be provided by the Architect to the Client, as set forth in the details of the Design Services attached as **Appendix "A"** to this Agreement and in the other provisions of this Agreement and its Appendices;
"Tender"	Tender No. 10003199 for the provision of Design Services for the Project, which was awarded to the Architect and pursuant to which this Agreement was executed with the Architect;
"Project"	The first stage of the establishment and operation of the Hospital, comprising up to 1,000 beds (of which approximately 400 are designated for psychiatric departments and divisions), all as described in the tender documents and this Agreement;
"Project Architect"	Architect _____, appointed by the Planner to lead the Project's Design Team as Lead Architect, as specified in the Architect's tender submission;
"Medical Architect"	Architect _____, appointed by the Planner to be responsible on its behalf for all medical design aspects of the Project;
"International Architect"	_____, with whom the Planner entered into a subcontract for the joint provision of the Design Services with the Planner, in accordance with the provisions of the Tender and this Agreement, as specified in the Planner's tender submission;

"International Design Manager"	_____, appointed by the International Architect to manage on its behalf the performance of the Design Services for which the International Architect is responsible, in accordance with the Planner's tender submission and as set forth in this Agreement;
"Core Team"	As defined in Section 5.2 below;
"Design Team"	As defined in Section 5.1 below;
"Client"	Sheba Negev Ltd. and any person appointed or to be appointed on its behalf to manage any matter relating to the design and construction of the Project;
"Project Manager"	M.P.S. – Solutions for Medical Projects Ltd., appointed by the Client to manage the Project and supervise, on the Client's behalf, the design and construction of the Project, or any person appointed by the Client from time to time to replace it, at the Client's discretion;
"Contractor" or "Contractors"	Any person to whom the Client assigns the performance of the Project or any part thereof, including suppliers of materials and/or equipment for the Project and Subcontractors;
"Drawing" or **"Drawings"**	Any plan and/or chart and/or map and/or diagram and/or plan sheet and/or drawing prepared and/or edited by the Architect and/or in whose preparation the Architect participated in connection with the Project and/or the Services and/or this Agreement, whether any of the foregoing documents were produced on paper or are stored in BIM, on any media, or by any other electronic storage means;
"As-Built (Record) Drawings" (AS MADE)	Architectural drawings of the Project or any part thereof that the Architect shall prepare after the Contractor completes the work on the Project, showing the work actually performed by the Contractor on the Project, including the Architect's and the Consultants' certification that the Project or any part thereof is complete and fit for operation;
"Project Documents"	All Drawings, as defined above, and/or any specification and/or calculation and/or measurement and/or Bill of Quantities and/or chart and/or report and/or working paper and/or other document prepared and/or edited by the Architect and/or in whose preparation the Architect participated in connection with the Project and/or the Services and/or this Agreement, whether appearing in BIM or stored on any media or by any other electronic storage means, or produced on paper;
"Consultants"	Professional consultants, experts, and professionals in any engineering or technological field engaged by the Client in the design of the Project, including consultants in the fields of

	modeling and three-dimensional model management using BIM methodology;
"Program"	The program (project brief) describing the purpose, nature, and scope of the Project, following its final formulation and approval by the State Directorate and the Client;
"Contract Fee" or **"Consideration"**	The Fee payable to the Architect pursuant to **Appendix "B"** to this Agreement for its performance of the Services and fulfillment of all obligations and liabilities imposed upon it under this Agreement;
"Defects Liability Period"	The period during which the Contractor shall be responsible for making repairs to the work performed by it on 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 / Contractors after it or they have completed the repairs, completion work, and improvements in accordance with its or their obligations during the Defects Liability Period;
"Budget Framework"	The budget framework to be established by the Client for performance of the Project during Stage "A" of the Design Services (as detailed in Section 1.1 of Chapter B of **Appendix "A"** to this Agreement), which shall be binding upon the Architect.
"Term" or **"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 this Agreement is terminated earlier in accordance with the provisions of this Agreement or any applicable law.
"State Directorate"	The entity established pursuant to Government Resolution No. 1731 to supervise and monitor the Project on behalf of the State, headed by a Senior Deputy to the Accountant General and comprising representatives of the Ministry of Finance and the Ministry of Health.

3. Nature of the Engagement and Option to Reduce the Scope of the Design Services

3.1. The Client hereby retains the Architect, and the Architect hereby undertakes, to perform all or part of the Design Services, as requested by the Client pursuant to Notice(s) to Proceed issued by the Client to the Architect from time to time, in accordance with the terms of this Agreement and the schedule provided by the Client from time to time, all in consideration for payment of the Contract Fee specified in **Appendix "B"** to this Agreement. The Architect acknowledges that it shall have no exclusivity in the performance of the Design Services and that the Client may, at any time, assign design work to other parties, in its sole discretion.

The Architect further acknowledges that the Client may, at any time and in the Client's sole discretion, remove from the scope of the Design Services the areas and work scope relating to the Hospital's psychiatric departments and divisions (approximately 400 beds), by delivering written notice thereof to the Architect no later than four months after the date of execution of this Agreement (the "**Scope Reduction Notice**"). If a Scope Reduction Notice is delivered, the Client may engage any third party to perform the work so removed from the Design Services, and neither the Architect nor anyone acting on its behalf shall be entitled to any compensation, remuneration, consideration, or other payment in connection therewith, and the Architect undertakes that delivery of a Scope Reduction Notice shall not disrupt or delay, in any manner, the Architect's ongoing performance of the Design Services for the Project. Without limiting the generality of the foregoing, if a Scope Reduction Notice is delivered, the Project Construction Cost (as defined in **Appendix "B"**) shall not include the cost of the work, equipment, or any additional scope relating to the Hospital's psychiatric departments and divisions.

3.2. In addition to the Design Services detailed in **Appendices "A" and "A/1"** to this Agreement, the Services shall also include any additional ancillary action required to perform everything specified in **Appendix "A"**, without any change to the Contract Fee specified in **Appendix "B"** to this Agreement.

3.3. Superposition Design and Systems Coordination

3.3.1. For purposes of providing the superposition design and systems coordination services detailed in **Appendix "A/1"** to this Agreement, the Architect shall provide a lead superposition designer and a systems coordinator who satisfy the quality and professional experience requirements set forth in **Appendix "A/1"**. The identities of the lead superposition designer and the systems coordinator shall be subject to the Client's prior approval, and their replacement shall be subject to the Client's approval.

3.3.2. For purposes of approving the identities of the lead superposition designer and the systems coordinator, the Architect shall submit to the Client for approval the particulars and résumés of its proposed lead superposition designer and systems coordinator, together with information and documents evidencing their capabilities and experience in the relevant field on a scale similar to that required for the Project, by the earliest of: (a) six months after the date of execution of this Agreement; (b) 90 days before the anticipated commencement of the superposition design and systems coordination services; and/or (c) the date specified by the Client.

The Client may require the Architect to provide additional particulars and clarifications regarding the proposed team members. The Architect shall replace any of the foregoing planners who is not approved by the Client. It is emphasized that the Client's prior written approval of the team members proposed for superposition design and systems coordination constitutes a material condition of this Agreement. Any such approval shall be granted in the Client's sole discretion.

3.4. Preparation of the Building and Development Plan for the Entire Complex

3.4.1. The Design Services under this Agreement shall also include preparation of the building and development plan for the complex (including division into phases) through its completion and final approval (as detailed in Chapter F of **Appendix "A"** to this Agreement), and the Architect shall bear full responsibility for preparing the building and development plan. It is emphasized that the building and development plan shall be prepared for the entire complex (the Hospital in its entirety), and not solely for the first stage.

3.4.2. The Architect's services for preparation of the building and development plan shall be provided by a team of planners led by an architect specializing in building and development plans. The foregoing team of planners and the architect leading it shall be subject to the Client's prior written approval, and they shall either (a) be employed directly by the Planner (as employees of the Architect's firm); or, alternatively, (b) be employed as employees of **another** architectural firm with which the Planner shall contract for purposes of preparing the building and development plan (as a service provider or Subcontractor of the Planner).

3.4.3. Within 30 days after the date of execution of this Agreement, the Architect shall submit to the Client for approval the particulars and résumés of each member of the team of planners it proposes for preparation of the building and development plan (including the particulars of the Team Lead), together with information and documents evidencing their capabilities and experience in preparing building and development plans on a scale similar to that required for the Project. The Client may require the Architect to provide additional particulars and clarifications regarding the proposed team. The Architect shall replace any planner on the proposed team (including the Team Lead) who is not approved by the Client. It is emphasized that the Client's approval of the team of planners proposed for preparation of the building and development plan constitutes a material condition of this Agreement. Any such approval shall be granted in the Client's sole discretion.

3.5. The Architect acknowledges that the Client may order from it all or part of the Design Services with respect to the entire Project, particular buildings within the Project, or particular phases or areas, all in the Client's sole discretion and in accordance with the Client's budgetary and other considerations. The Architect shall perform only those Design Services requested by the Client pursuant to Notice(s) to Proceed issued to it for the performance of the Services. The Architect shall have no claim and/or cause of action against the Client in connection therewith and shall not be entitled to any additional fee or consideration beyond the fee specified in this Agreement for the Services actually performed by it pursuant to each Notice to Proceed issued to it.

The Architect shall have no claim or demand against the Client if no Notice(s) to Proceed are issued to it for the performance of any portion of the Services.

3.6. The Architect acknowledges that the Project is expected to be constructed in phases, with building permits issued in phases, without limitation on the number of permits, and with construction tenders conducted at different phases.

3.7. The Term shall continue at least through the end of the Hospital's final handover period, following completion of the facility turnover dossiers and correction of punch-list items. The Architect acknowledges that the Client intends to open the Hospital in phases, beginning seven years after publication of the Tender. This schedule is an estimate only and shall not bind the Client. The Architect further acknowledges that the Client may execute the Project in phases, with work on certain portions of the Project being performed at a later stage or not performed at all, as determined by the Client. The Architect shall have no claim and/or cause of action against the Client if the Design Work Period continues beyond the planned period for any reason, including budgetary reasons, and shall not be entitled to any additional fee or consideration beyond the fee specified in this Agreement due to any extension of the Design Work Period. The Architect shall be entitled solely to the Consideration specified in **Appendix "B"** to this Agreement for Services actually provided by it and in accordance with the portions of the Project actually performed.

3.8. The Design Services shall be provided jointly by the Architect in collaboration with the International Architect, which shall actively participate in the Design Services, as detailed in the tender documents and this Agreement, including **Appendices "A/2" and "A/3"** to this Agreement.

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

4. Representations and Obligations of the Architect

The Architect represents and undertakes that:

4.1. It possesses the knowledge, experience, capabilities, resources, and qualifications necessary and appropriate to perform the Design Services.

4.2. It shall engage the International Architect in providing the Design Services as a Subcontractor of the Architect, and it acknowledges 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 Services, as detailed, inter alia, in **Appendices "A/2" and "A/3"**, throughout all phases thereof and until Final Acceptance of the Project by the Client following completion of the work by the Contractors, constitutes a material condition of this Agreement.

4.3. It shall engage the Medical Architect in providing the Design Services, and it acknowledges that the involvement of the Medical Architect (who shall also be a member of the Core Team) in all medical aspects of the Design Services, as detailed, inter alia, in **Appendix "A/3"**, throughout all phases thereof and until

Final Acceptance of the Project by the Client following completion of the work by the Contractors, constitutes a material condition of this Agreement.

4.4. It has visited the Land, received all explanations required by it in connection with the Project and/or the Services, and possesses all information it requires to perform the Services. Without limiting the generality of the foregoing, the Architect hereby represents and confirms that it has conducted all preliminary examinations required for the provision of the Services; that, following a thorough examination, it has taken into account all factors that affect or may affect the performance of its obligations under this Agreement; and that the final Contract Fee specified in **Appendix "B"** to this Agreement incorporates all factors and expenses involved in the complete performance of the Services and all of its other obligations under this Agreement.

4.5. The employees and/or any other persons engaged by it in performing the Design Services shall possess the qualifications and experience appropriate for the performance of the Services contemplated by this Agreement, as specified in the tender documents and in accordance with best professional practices.

4.6. It acknowledges that the Client has established, as a fundamental and material condition of this Agreement, that all Design Services shall be performed under the personal supervision, active management, and close oversight of the Project Architect, who shall be a member of the Core Team and shall lead the Design Team and the performance of the Design Services under this Agreement.

4.7. It acknowledges that the Project Manager (as defined in Section 2 above) has been appointed by the Client to supervise and/or manage all matters relating to the design and construction of the Project and that the Client may replace the Project Manager from time to time in its sole discretion. The Architect shall cooperate with the Project Manager in all matters relating to this Agreement and shall obtain the Project Manager's and the Client's prior written approval before commencing each phase of the performance of the Services, as detailed in **Appendix "A"** to this Agreement.

4.8. It shall perform the Services in full cooperation and coordination with the Consultants, as defined in Section 2 above.

4.9. The Architect shall perform the services faithfully and with an appropriate level of professional skill, in accordance with all applicable laws, including the Planning and Building Law (Israel) and all regulations promulgated thereunder, all mandatory standards applicable to the Architect's work, and the provisions of this Agreement, and the Architect shall be responsible for the quality of the plans and services prepared or provided by the Architect, including by Subcontractors and anyone acting on the Architect's behalf.

4.10. The Architect shall perform the services in accordance with the schedule provided by the Client from time to time (hereinafter, the "**Schedule**"). The Architect acknowledges that compliance with the Schedule is of paramount importance and shall perform all of its obligations under this Agreement in a manner that ensures adherence to the Schedule without any deviation therefrom. If completion of the plans is delayed 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 pro rata portion of such amount for any partial week. The amounts of liquidated damages shall be calculated cumulatively if delays occur at multiple design stages. The Client may set off the liquidated damages against any payment payable to the Architect.

It is clarified that the liquidated damages shall not limit the Client's right to any other remedy in the event of delays to the Schedule for which the Architect is responsible, including compensation for actual damages incurred by the Client as a result of such delays.

4.11. The Architect shall perform the services in accordance with the document entitled "Guiding Principles and Planning Guidelines," attached as Appendix C to the tender (the "**Planning Guidelines**"), and in accordance with the program (project brief) and instructions provided to the Architect from time to time by the Project Manager and the Client.

4.12. The Architect shall perform the services subject to the Budget Framework established by the Client and supervised and managed by the Project Manager. The Architect acknowledges that any deviation from the Budget Framework requires the prior written approval of the Project Manager and the Client, and the Architect shall notify the Project Manager in advance and in writing of any matter relating to the services that may result in a deviation from the Budget Framework, together with a detailed explanation thereof.

4.13. The Architect shall be responsible for the standard and quality of the services and/or architectural plans and/or architectural documents for the Project prepared or performed by the Architect or under the Architect's supervision, as well as for design coordination among all plans and documents prepared by the various consultants engaged by the Client in connection with the design of the Project.

4.14. The Architect acknowledges that the Architect may not issue instructions to the Contractor, directly and/or indirectly, and/or conduct direct and/or indirect negotiations with the Contractor regarding any matter. Instructions to the Contractor and/or negotiations with the Contractor shall be undertaken solely by the Client.

4.15. The Architect represents that the Architect acknowledges that the Architect is not authorized to represent the Client or bind the Client vis-à-vis third parties without the Client's prior written approval.

4.16. For the avoidance of doubt, it is hereby declared that the Architect shall be responsible for the quality of the Design Services, and neither the Project Manager's and/or the Client's approval of the work as a whole and/or any part thereof, including the documents and plans, shall relieve the Architect of the Architect's full professional liability, nor shall any such approval impose any responsibility on the Project Manager and/or the Client for the quality of the Design Services.

4.17. The Architect hereby agrees with the Client that the Architect shall perform the Design Services in accordance with the Client's instructions, the instructions of

the Ministry of Health and/or any other competent authority, including, without limiting the generality of the foregoing, by complying with the provisions contained in the relevant chapters of the General Specification for Building Works (the "Blue Book," prepared by the Special Interministerial Committee of the Ministry of Defense (Israel), the Ministry of Construction and Housing (Israel), and the Public Works Department (Ma'atz), in its most recent edition). **It is clarified that all communications with the Architect shall be conducted through the Client.**

4.18. The Architect represents and undertakes that no legal, business, contractual, or other restriction prevents or may prevent the Architect from executing this Agreement and/or fully and completely performing the Architect's obligations under this Agreement. The Architect represents and undertakes that performance of the Architect's 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 compensate and indemnify the Client for any expense, loss, and/or damage incurred as a result of and/or in connection with any such infringement of a third party's Intellectual Property right.

4.19. In addition to any other provision of this Agreement, the Architect shall be responsible for ensuring that, throughout the period during which the services are performed by anyone acting on the Architect's behalf, including, without limiting the generality of the foregoing, the performance of any work and/or activities during the Defects Liability Period, the Architect and/or anyone employed by or on behalf of the Architect in performing the services shall maintain proper work procedures and appropriate occupational health and safety practices in accordance with all applicable laws to prevent damage to the structure and/or bodily injury and/or damage to any property.

4.20. Without limiting the generality of the foregoing, to the extent applicable to the services that the Architect is required to perform under this Agreement, the Architect shall be responsible for compliance with the Safety at Work Ordinance and the regulations and orders promulgated thereunder, as in effect upon execution of this Agreement and as amended from time to time and in effect at all times relevant to this Agreement, including ensuring compliance with such provisions by the Architect's team members and/or anyone acting on the Architect's behalf, as well as compliance with the safety instructions of any safety consultant appointed by the Client, if any, at every stage of performance of the services. The Architect shall coordinate fully with the safety consultant in all such matters. The Architect shall further comply with, and ensure compliance by all team members and/or anyone acting on the Architect's behalf who is engaged in performing the services with, all requirements of the Client's safety consultant relating to performance of the services.

4.21. <u>State Directorate and Peres Negev Ltd.</u>

4.21.1. The Architect acknowledges that, pursuant to a Government Resolution, the State Directorate was authorized to supervise the planning and construction of the Hospital and its operation by the Client. Pursuant to the Government Resolution, the State Directorate was granted broad authority, including with respect to approval of the

program (project brief), the Project Documents, the Project budget, the building and development plan, the Project's financial model, all material agreements relating to the Project (including this Agreement, the agreement with the Project Manager, and the agreements with the Contractors, Subcontractors, and material consultants), changes to the scope and types of medical services and activities to be provided at the Hospital, and similar matters. The Architect further acknowledges that the Hospital will be owned by Peres Negev.

Accordingly, the Architect represents that the Architect acknowledges that the Client's activities relating to the Project are subject to the State Directorate, the competent authorities, and their instructions, and that the planning and construction of the Hospital are being carried out in full coordination and cooperation with Peres Negev. The Architect shall cooperate with the Client, Peres Negev Ltd., and the State Directorate whenever the Architect is required to provide any of them with information or documents relating to the Design Services, and the Architect shall provide them, through the Client, with any such requested information or documents, respond to their questions, and take similar actions. It is clarified that all communications with the Architect shall be conducted through the Client.

4.21.2. The Architect represents that the Architect acknowledges that Peres Negev Ltd., the State of Israel, the State Directorate, and all persons acting on their behalf shall have no responsibility, undertaking, obligation, or debt to or for the benefit of the Architect. The Architect further acknowledges that no approval granted by Peres Negev Ltd., the State of Israel, the State Directorate, or anyone acting on their behalf shall impose any responsibility or liability toward the Architect upon Peres Negev Ltd., the State of Israel, the State Directorate, or anyone acting on their behalf, including if this Agreement is terminated or canceled for any reason.

5. **The Design Team**

5.1. Throughout the Term and the provision of the services, the Architect shall provide the services through the Project Architect, the Medical Architect, the International Design Manager, and such additional architects and team members (collectively, the "**Design Team**") as may be required to provide the Design Services at the level and quality required by best professional practice and within the time periods required under the Schedule for the Project, as necessary to ensure that performance of the Design Services does not cause delays to the Project. The members of the Design Team shall possess the knowledge, qualifications, capabilities, and professional experience, as well as all other licenses, permits, authorizations, certifications, and approvals, required to provide the Design Services under this Agreement. The appointment of key personnel to the Design Team, as designated by the Client (for example, the interior designer), shall require the Client's prior written approval. The minimum required composition of the Design Team and each member's level of effort on the Project, by design stage, are set forth **in Appendix "A/3"** to this Agreement.

5.2. Without limiting the provisions of this Agreement, it is clarified that the Client's engagement of the Architect under this Agreement is based, among other things, on the Architect's undertaking that the Project Architect, the Medical Architect, and the International Design Manager (the "**Core Team**") shall provide the services to the Client from the date of execution of this Agreement and throughout the Term. This Section constitutes a material term of this Agreement. Any change in the composition of the Core Team, even if approved in advance and in writing by the Client, shall entitle the Client to receive liquidated damages from the Architect as set forth below, without limiting any additional and/or other remedies available to the Client under this Agreement and/or under any applicable law. Additional members of the Core Team shall be designated as required by the Client.

5.3. The Architect may not replace any member of the Core Team, temporarily or permanently, without the Client's prior written approval, which may be granted or withheld in the Client's sole discretion. It is clarified and emphasized in advance that any proposed replacement for a Core Team member shall have experience and qualifications at least equivalent to those of the Core Team member being replaced. It is further emphasized that any requested replacement shall not constitute grounds for any postponement, delay, reduction, or other impairment in the performance of the Architect's obligations under this Agreement. This Section constitutes a material term of this Agreement.

5.4. The Client reserves the right, at any time, in its sole discretion and for reasonable cause, to require the replacement of any member of the Design Team upon 14 days' prior notice. The Architect shall replace any member of the Design Team acting on the Architect's behalf with another substitute Design Team member who is approved in writing by and satisfactory to the Client, promptly after receipt of such request, without the Architect having any claim or cause of action in connection therewith and without causing any delay to the Schedule for completion of the services. The Architect shall ensure that the Design Team member being replaced provides a complete handover to the replacement so that the substitute Design Team member can perform the applicable duties as required under this Agreement, without such replacement causing any delay, defect, or deficiency in the services.

5.5. <u>Liquidated Damages for Breaches Relating to Staffing the Core Team</u>

5.5.1. Whenever the Architect breaches an obligation relating to the Architect's responsibility to staff a Core Team position in accordance with this Agreement, the Client shall be entitled to liquidated damages in the amount of NIS 20,000 for each full or partial week during which the breach continues.

5.5.2. Notwithstanding the provisions of Section 5.5.1 above, in the following circumstances, the liquidated damages shall not be calculated based on the duration of the breach; instead, the Client shall be entitled to twice the amount of the liquidated damages specified 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 Core Team member, including in the circumstances specified in Sections **5.3** and/or 5.4 above.

5.5.2.2. In any case in which a Core Team member is replaced within 36 months after the date of such member's appointment, whether the replacement is initiated by the Architect or required by the Client, except where the replacement is made for medical reasons affecting the team member that prevent such member from continuing to provide the services.

6. **Subcontractors**

6.1. Engagement of the International Architect

The Architect shall engage the International Architect as the Architect's Subcontractor in the performance of the Design Services. In accordance with the tender documents, the Architect shall ensure that the subcontract with the International Architect is on a "back-to-back" basis with the provisions of this Agreement, to the extent such provisions also apply to the International Architect or to the provision of the Design Services by the International Architect, and includes, among other things, the following provisions:

6.1.1. The International Architect shall participate actively in the performance of the Design Services at every stage thereof, until the Contractors have completed the Project and the Project has been finally handed over to the Client. In this context, the International Architect shall provide the Client with all services within the International Architect's scope of responsibility, as specified **in Appendix "A/2"** to this Agreement.

6.1.2. The International Architect shall employ the International Design Manager presented by the International Architect in the tender as a member of the Core Team throughout the entire period of the Design Services.

6.1.3. The International Architect shall participate in design meetings convened by the Architect, the Client, or the Project Manager, together with the consultants, the Project Manager, and the Client, as required to advance the design and as otherwise requested by the Client or the Project Manager. If the Client requests in writing that the International Architect attend a meeting in Israel in person, the International Architect shall travel to Israel to attend the meeting. The Client shall bear the travel costs as specified 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 to the Client solely with respect to the services and deliverables within the International Architect's scope of responsibility and involvement, in accordance with the agreement

between the Architect and the Client, specifically as set forth in Appendix A/2 to this Agreement and as detailed in the tender documents, including Appendix G to the tender. Without limiting the foregoing, the International Architect shall have no liability to the Client for errors relating to technical or statutory matters, local permits, or construction supervision, where such matters were handled exclusively by the Architect. The International Architect's liability to the Client shall be limited to USD 5,000,000, except in cases of damage caused by willful misconduct. The foregoing shall not limit the Architect's liability to the Client, including in connection with any act or omission of the International Architect.

6.1.5. The term of the engagement between the Architect and the International Architect under the subcontract shall continue throughout the entire period of the Design Services, until their completion, in accordance with the agreement between the Architect and the Client.

6.1.6. Provisions concerning Intellectual Property rights, including the waiver of moral rights, as specified in Section 20 below.

6.1.7. If required by the Client and/or the Project Manager, the International Architect shall provide the Design Services within the International Architect's scope of responsibility **directly** to the Client and shall cooperate fully with the Client and its representatives. At the request of the Project Manager and/or the Client, the International Architect shall provide them directly with such 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, in its discretion, at any time and for any reason, including upon any termination or cancellation of this Agreement, engage the International Architect directly to provide the Design Services and/or assume the Architect's position under the subcontract with the International Architect (the "**Direct Engagement**"). The commercial terms of such Direct Engagement between the Client and the International Architect shall be identical to those agreed upon in the subcontract between the Architect and the International Architect, or more favorable to the Client, as 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 remains in effect on the date of the Direct Engagement, the amount paid by the Client to the International Architect as a result of the Direct Engagement shall be deducted from the Fee payable to the Architect.

All of the foregoing provisions to be included in the subcontract with the International Architect shall be deemed undertakings for the benefit of a third party, and this shall be expressly stated in all relevant provisions of the subcontract. The Architect shall provide the Client with a copy of the agreement executed between the Architect and the International Architect. It is clarified that providing the agreement with the International Architect shall not limit the Architect's obligations under this Agreement.

6.2. Except for the engagement of the International Architect as the Architect's Subcontractor as set forth in this Agreement, the Architect may not engage any other Subcontractor in connection with the performance of any of the services unless the Architect has obtained the Client's prior written approval therefor, after such Subcontractor has assumed in writing all obligations imposed on the Architect under this 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 to the Client and anyone acting on the Client's behalf in connection with the performance of the services, and that performance of the services through such Subcontractors shall neither impose liability of any kind whatsoever on the Client nor limit the liability of the Architect or anyone acting on the Architect's behalf under this Agreement.

6.3. If the Client approves the Architect's request to engage a Subcontractor, the Architect shall execute an agreement with the Subcontractor and, if required by the Client, shall provide the Client with a copy of the executed agreement. Agreements with Subcontractors 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 continuously and regularly report to the Project Manager and the Client on the progress of the services and shall provide advance warning of any problems that may delay completion of the services in accordance with the Schedule. At the request of the Project Manager and/or the Client, the International Architect shall also submit a report regarding the progress of the services within the International Architect's scope of responsibility.

7.2. The Project Manager, the Client, and/or anyone acting on their behalf may visit the Architect's office upon prior coordination and inspect the rate of progress and the manner in which the services are being performed, and the Architect shall provide the Client and/or the Project Manager with any explanation requested in connection therewith.

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

7.4. The Architect shall immediately notify the Project Manager and the Client in writing of any delay in the performance of the Design Services and/or any anticipated delay in completing the relevant stage of the Design Services and, in any event, no later than 7 days after the date on which the Architect becomes aware of the delay. In such notice, the Architect shall also specify the reason for the delay, the steps for proceeding with the Design Services to overcome the delay, and/or the measures taken to prevent and/or mitigate the delay. The foregoing shall not limit the provisions of Section 4.10 above.

7.5. The Architect shall notify the Client in writing whenever, during the performance of the Design Services, the Architect becomes aware of any deviation from the Project budget. The Architect acknowledges that any deviation from the Project budget shall require the Client's prior approval.

7.6. Whenever required by the Client, the Architect shall provide the Client and/or the Project Manager with a report on the progress of the Project. Such reports shall include the matters and details determined by the Client from time to time and, until otherwise determined, shall include, in addition to the foregoing, a report on deviations from the Schedule and their implications, a Project budget update, financial commitments, the scope of ongoing performance during the reporting period, and similar matters.

8. **Plans and Documents**

8.1. At the request of the Client and/or the Project Manager, the Architect shall provide details or supplements to the Project Documents during the design, during construction of the Project, and after its completion, within a reasonable time after receiving the request of the Client and/or the Project Manager and without any additional compensation.

8.2. Upon completion of the Design Services, excluding construction-phase supervision ("pikuach elyon"), as set forth in **Appendix "A"** to this Agreement, or if this Agreement is terminated early for any reason, the Architect shall provide the Client with the original and copies of all Project Documents, updated through the date on which they are provided to the Client, without any additional compensation, provided that the Architect has been paid the Consideration due to the Architect under **Appendix "B"** to this Agreement through such date.

8.3. Upon completion of the construction-phase supervision ("pikuach elyon") services and completion of the Project work, the Architect shall be responsible for obtaining from the Project Manager all information required to update the BIM model and the architectural as-built (record) drawings to their most current version, reflecting the work as actually performed (AS MADE), as well as all other architectural Project Documents, so that the Project Documents in BIM are in their most current version and depict the Project as actually constructed by the Contractor.

For this purpose, the Architect shall incorporate into the plans and Project Documents in BIM all changes made by the Contractor during construction of the Project so that the as-built (record) drawings are updated to reflect the Contractor's actual work.

8.4. In connection with Sections 8.2 and 8.3 above, the Architect shall, at the Client's request, provide the Client with copies and/or discs containing all plans and Project Documents in AutoCAD and/or REVIT format and/or any other format requested by the Project Manager, consistent with the format in which the design was prepared, updated as specified in Sections 8.2 and 8.3 above.

8.5. The Architect shall back up the Project Documents in a reasonable manner sufficient to prevent the loss of and/or damage to the design materials in the Architect's possession.

[Non-Official Translation]

9. **Design Changes**

9.1. The Architect shall make design changes at any stage of the Design Services and/or at any stage of the performance of the Project work, as the Client may require in writing (hereinafter, the "**Changes**"), subject to Section 9 below and to written approval of the Changes.

For purposes hereof, "Changes" shall include any reduction or increase in the scope of the Project, omission and/or addition of areas and/or structures within the Project, and modifications to the design.

9.2. Subject to Section 9.3 below, the Architect shall be entitled to an additional Fee for implementing the Changes, in addition to the Fee payable to the Architect pursuant to **Appendix "B"** to the Agreement, solely (a) if such Changes are material Changes requested and approved in writing by the Client after completion of a design stage and its approval by the Client, require the Architect to expend significant resources, and do not result from any requirement of the authorities, any legal requirement, or any objective constraint, including any requirement of the consultants; or (b) if the Changes are required after completion of the specifications and detailed design, their approval by the Client, and issuance of the invitation-to-submit-bids package to the construction contractors.

9.3. The Architect shall notify the Client in writing, no later than seven days after the date on which a request to implement Changes is delivered to the Architect and before commencing implementation of the Changes, that the Architect intends to request additional compensation for the requested Changes, together with a cost estimate of the requested additional compensation. If the Architect fails to provide the Client with such written notice, the Architect shall be deemed to have agreed that the Client's request for Changes does not entail payment of any additional compensation. The additional compensation for Changes shall be calculated on the basis of hourly rates that shall not exceed the maximum rate established under the TAKAM (Accountant General's Directives) tariffs for engagement with external service providers applicable to the relevant service provider acting on behalf of the Architect. Notwithstanding Section 9.2 above, it is agreed that the Architect shall not be entitled to receive any additional payment from the Client for implementing the Changes in any of the following circumstances:

9.3.1. If the Changes are required due to faults and/or defects in the Architect's architectural design work and/or due to the Architect's breach of the provisions of this Agreement and/or because the architectural design does not comply with applicable law and/or the requirements of the Ministry of Health and/or any other relevant authority and/or the requirements of the consultants and/or the "planning guidelines" document or the program (project brief).

9.3.2. If the required Changes are not material.

9.3.3. If the Changes result from any act or omission attributable to the Architect and/or anyone acting on the Architect's behalf in connection

with the Design Services, coordination with the consultants, or coordination among the consultants.

9.3.4. If the Changes are required in connection with any design stage or with design coordination with the team of consultants before the Client's approval of that stage, provided that such Changes do not modify the design of a previous stage 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 compensation and/or as to the amount of compensation to which the Architect is entitled for the Changes implemented by the Architect, the Project Manager shall resolve the dispute.

9.5. Notwithstanding anything stated anywhere in this Agreement, it is clarified that the Client may entrust the performance of any modification to the Design Services, whether during the performance of the Design Services or after expiration of the period for performance of the Design Services, to any other planner and/or party, whether internal or external to the Client, subject to the provisions of any applicable law, if any, concerning preservation of the character and external appearance of the structure. The Architect expressly agrees thereto, waives any claim against the Client arising from the foregoing, including any claim relating to copyright and/or any moral right in connection with the Design Services, and undertakes to cooperate as necessary with the party implementing the modifications and to comply with every instruction of the Project Manager and/or the Client in connection therewith.

10. **The Consideration**

10.1. In consideration for the provision of all Design Services, and subject to the Architect's performance of all of its obligations and duties under this Agreement, the Client shall pay the Architect the Contract Fee specified **in Appendix "B"**, at the times, in the proportions, and subject to the conditions set forth therein.

10.2. The Consideration shall be paid to the Architect for services rendered by the Architect, provided that such payment has been approved by the Project Manager and the Client.

10.3. It is clarified that the aforesaid Consideration constitutes the full and final consideration for the performance of all of the Architect's obligations under this Agreement. The Consideration includes all expenses incurred by the Architect in providing the services under this Agreement, and unless expressly provided otherwise in this Agreement, the Architect shall not be entitled to any additional remuneration beyond the foregoing Consideration, including reimbursement of expenses, nor shall the Architect be entitled to any additional payment of any kind whatsoever for performing its obligations under this Agreement due to cost escalation, an increase in any index, continuation of the Project works beyond the anticipated period, or any other cause and/or reason whatsoever.

10.4. The Architect undertakes not to request and/or receive, in any manner, any commission and/or payment and/or benefit and/or other consideration of any kind whatsoever from any Contractor and/or supplier and/or manufacturer

and/or service provider and/or other party connected with the Project and, in all cases, to notify the Client and the Project Manager immediately in writing if any such commission or benefit is offered to the Architect.

10.5. Upon completion of each stage as defined in **Appendix "B"**, the Architect shall submit a payment application to the Client after the Project Manager has signed therein a certification that the stage has been completed. The Architect may submit interim payment applications during the design stages. The Project Manager shall approve the payment application, with or without modifications, and forward it to the Client for approval.

For the avoidance of doubt and without limiting the foregoing, it is further clarified that the submission date of each payment application shall be deemed to be the date appearing on the "Received" stamp affixed to the payment application in the space designated for stamping by the Project Manager.

10.6. It is clarified that if the Client performs the Project in stages, with the work in part of the Project to be performed (or not performed, at the Client's discretion) at a later stage, as determined by the Client, the Architect shall have no claim and/or cause of action against the Client in connection therewith and shall not be entitled to receive any additional Fee or other compensation beyond the Fee specified in this Agreement.

10.7. The Architect shall be responsible for payment of all taxes and any other mandatory payment applicable in connection with the provision of the services and the performance of the Architect's obligations under this Agreement.

10.8. The Architect hereby represents that it maintains books and records as required by law and is duly registered with the Income Tax, Value Added Tax (VAT), and National Insurance Institute (Bituach Leumi) authorities. The Architect further represents that it satisfies the conditions prescribed by the Public Bodies Transactions Law, 5736–1976, for entering into this Agreement with the Client (as detailed in the affidavit submitted by the Architect as part of its tender submission).

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

11. Engagement of Consultants

11.1. For the avoidance of doubt, the Design Services under this Agreement also include management of the Project design process as a whole, including coordination of the Architect's drawings with the drawings of the various consultants and design coordination among the consultants engaged in connection with the Project. The Contract Fee does not include the fees of any consultants that may be required.

11.2. The Architect shall maintain the communications necessary to obtain the data and drawings it requires from the Project Manager, the consultants, and the authorities. Failure to receive such data shall not relieve the Architect of its obligations unless the Architect has notified the Project Manager and the relevant consultants in writing of the need for and absence of the required data

and has also made every effort within its power to obtain the information whose absence prevents it from performing its tasks.

12. **Liability and Indemnification**

12.1. Without limiting the provisions of this Agreement and/or any applicable law, the Architect shall be liable for any damage, expense, loss, and/or detriment of any kind arising out of and/or related to the services and caused by the Architect and/or anyone acting 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 acting on its behalf, during, 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 acting on its behalf, as aforesaid, pursuant to a judgment the enforcement of which has not been stayed, for any expense and/or loss incurred by the Client, including legal expenses 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 incurred by the Client and/or third parties, including due to delay in performing the services, shall not apply to any damage and/or loss and/or detriment caused by any act and/or omission of the Client and/or anyone acting on its behalf, including contractors, planners, consultants, and other professionals engaged in the Project.

12.3. It is clarified that whenever any allegation and/or demand is made or any claim is filed against the Client and/or anyone acting on its behalf in connection with the Architect's liability under applicable law and/or this Agreement, the Client undertakes to notify the Architect thereof in writing and, to the extent within the Client's control, shall permit the Architect to defend against it.

13. **Insurance**

The insurance provisions applicable to the Architect shall be as set forth in the insurance appendix attached **as Appendix "C"** to this Agreement.

14. **Early Termination of the Agreement**

14.1. Notwithstanding anything elsewhere in this Agreement and without derogating from the Client's rights to terminate the Agreement due to a breach thereof, as provided in Section 16 below, it is agreed that the Client shall be entitled to terminate this Agreement, in whole or in part, before its expiration and discontinue the Architect's services (in whole or in part) at any time and for any reason the Client deems appropriate, without any obligation to state the reasons for such action, without the Architect being entitled to receive any compensation from the Client by reason of the early termination of the Agreement, and without the Client being deemed to have breached the Agreement.

The Architect shall include a corresponding provision in its agreements with the Subcontractors.

14.2. If the Client decides to terminate the Agreement as provided above, it shall notify the Architect thereof by written notice at least 14 days in advance, and the Agreement shall terminate on the date specified in the notice.

14.3. In every case of termination of the Agreement and discontinuation of the Architect's services as provided above, the Client shall pay the Architect, in accordance with **Appendix "B"** to the Agreement, the Consideration due to the Architect for the work actually performed by the Architect through the date specified in the Client's notice as provided in Section 14.2 above, against receipt of a letter from the Architect stating that the Architect 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 Project Manager arising from the termination of the Agreement as provided 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 discontinuation of the Design Services or anything arising therefrom or related thereto, including payment of the Fee to the Architect, shall not constitute grounds for delaying and/or changing the date on which the Architect ceases providing the services, and notwithstanding the existence of any such dispute, the Architect hereby undertakes to act in accordance with and comply with all provisions of the Agreement, including this Section 14.

14.5. In any event of discontinuation of the Design Services, for any reason whatsoever, and upon expiration of the period for performance of the Design Services under this Agreement, the Architect shall deliver to the Client all Project Documents in its possession, including drawings and documents provided to it by the Client and/or otherwise in its possession, all drawings and documents prepared by it or in its possession, including details and supplements required for and developed during the performance of the Design Services, diskettes and drawings, licenses, correspondence with the competent authorities, and any other material related to the Project; the Architect shall not be entitled to retain any of the foregoing or to receive any payment from the Client in respect thereof. The Architect further undertakes that, as of the date on which the Design Services are completed, the latest, current versions of all Project Documents shall be available in BIM.

14.6. The Architect hereby waives any claim based on copyright, including any moral right, with respect to the Project Documents, drawings, documents, and all other Project materials as aforesaid. The Client may immediately continue performance of the Design Services using the Project Documents or any other material and may engage any third party for such purpose.

15. Termination of the Agreement in Special Circumstances

15.1. Without limiting the Client's rights to terminate the Agreement due to a breach thereof, as provided in Section 16 below, it is agreed that the Client shall be entitled to terminate the Agreement in any of the following circumstances:

15.1.1. If, in the Client's sole and absolute discretion, the International Architect is not involved in providing the services to the degree and/or extent required under this Agreement and the tender documents.

15.1.2. If the Client determines, in its discretion, that the Project Architect and/or the International Design Manager is not personally supervising the services and/or is not personally involved in the Design Services and/or has ceased working for the Architect and/or the International Architect, as applicable, or has become incapacitated and unable to perform the services.

15.1.3. If the Architect is declared bankrupt and/or becomes subject to a receivership order and/or enters into any arrangement with or for the benefit of its creditors, or if the Architect becomes subject to liquidation proceedings.

15.1.4. If the Project Architect and/or the International Design Manager is suspended from registration in the Register of Engineers and Architects or the relevant register of architects, or is convicted of a criminal offense that, in the Client's opinion, may impair the performance of the Architect's obligations under the Agreement.

16. Termination of the Agreement Due to Breach

16.1. Without limiting Sections 14 and 15 above, it is agreed that if the Architect commits a material breach of the Agreement, or a breach that is not material and that the Architect fails to cure within seven (7) days after receiving a written demand from the Client to cure such breach, the Client shall be entitled to terminate the Agreement immediately and recover from the Architect all damages incurred by the Client.

The foregoing shall not limit any other remedy and/or right available to the Client under applicable law and/or this Agreement.

16.2. Furthermore, if the Client and/or the Project Manager warns the Architect in writing that the Architect is not progressing with its work at an appropriate rate and/or is not performing it properly and/or in accordance with its obligations under this Agreement, and the Architect fails, within the period specified in such warning, to take measures that the Client and/or the Project Manager considers sufficient to remedy the deficiencies specified in the warning, the Architect shall be deemed to have breached this Agreement, and the Client may terminate the Agreement without any further notice.

16.3. If the Architect breaches one or more of its obligations under this Agreement, it shall pay the Client compensation for the damages and losses incurred by the Client as a result of such breach, without limiting the Client's right to seek any other legal remedy against the Architect.

17. Transfer of the Services to a Third Party and Use of the Drawings

17.1. In any event of termination of the Agreement pursuant to Sections 14–16 above or for any other reason, the Client shall be entitled, in its sole discretion, to entrust the Design Services or any portion thereof to any other person.

17.2. The Architect represents and undertakes that, in any event of discontinuation of the services for any reason whatsoever, it shall not apply to any court for an injunction or take any action that may delay and/or prevent the Client from completing the Project work in such manner and on such terms as the Client deems appropriate in its sole discretion. The foregoing shall not limit the Architect's right to apply to a court for monetary relief in connection therewith.

17.3. In addition, in the event of discontinuation of the services as aforesaid, the Client shall be entitled to use, for purposes of performing the Project, 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 every plan, drawing, or document prepared by the Architect or in its possession in connection with the Project.

17.4. In the event of termination of the Agreement for any reason whatsoever, and without limiting any of its rights under this Agreement, the Client may also directly engage the International Architect to provide the Design Services and/or require the Architect to novate to the Client the subcontract between the Architect and the International Architect, without any additional compensation to the Architect.

18. **Temporary Suspension of the Project Work**

18.1. For the avoidance of doubt, and without limiting any other provision of the Agreement, it is hereby agreed and declared that the Client shall be entitled, at any time and for any reason, in its sole and absolute discretion, to instruct the Architect to suspend temporarily the performance of the work and/or any portion thereof, without such suspension being deemed a breach of the Agreement.

18.2. If the work is temporarily suspended, in whole or in part (the "**Suspension Period**"), as aforesaid, the Architect shall not resume the work unless the Client has instructed it in writing to do so.

18.3. If the Project work is 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 may terminate this Agreement early, and the provisions of Section 14 shall apply accordingly.

18.5. If the Project resumes after the Suspension Period, the Architect shall have a right of first refusal to continue the Design Services for the Project before the Client approaches another architect.

19. **Assignment of Rights and Obligations**

19.1. Subject to the express provisions of this Agreement, the Architect shall not, in any manner, transfer and/or assign and/or novate any of its rights and/or obligations under this Agreement to any third party and/or create any security interest therein in favor of any third party without the Client's prior written consent. The Architect shall not delegate the performance of the services, or any portion thereof, to any other party, directly and/or indirectly, except with the Client's prior written consent. If the Architect transfers all or any portion of its rights and/or obligations under this Agreement with the Client's consent as aforesaid, the Architect shall guarantee to the Client and anyone acting on its behalf the performance of all obligations imposed on the Architect under this Agreement, unless the Parties expressly agree otherwise.

19.2. The Client shall be entitled to transfer or novate all or any portion of its rights and/or obligations under this Agreement to any third party as it deems appropriate, without being required to obtain the Architect's consent, including if the Client engages a contractor to perform the Project on a design-build basis.

20. **Intellectual Property**

20.1. All Intellectual Property in the Project Documents designed, prepared, or created for the Client or the Project by the Architect or anyone acting on its behalf, and in any other material related to this Agreement (collectively, the "**Intellectual Property**"), shall at all times be and remain the property of Peres Negev Ltd. Such Intellectual Property rights shall include copyrights of every kind and nature, including trade secrets and other ancillary rights.

The Architect shall have no Intellectual Property right or any other right in the Project Documents, the exterior and/or interior design of the Project (including the environmental design of the Project), or any such right in any other matter related to this Agreement and/or the Project, and all such rights shall belong exclusively to Peres Negev Ltd.

It is further agreed that the Architect shall not be entitled to any additional payment for the Intellectual Property and that the Contract Fee shall also constitute payment for the Intellectual Property and its use by the Client and Peres Negev Ltd.

20.2. The Architect hereby waives its moral rights in the Project, the Project Documents, and/or any portion of the Project constructed pursuant thereto.

20.3. For the avoidance of doubt, the Parties expressly agree that Peres Negev Ltd. may make any modification and/or addition of any kind, as it deems appropriate, to the Project Documents and/or the Project, before and/or after its completion, including to both its exterior and interior portions, all in the sole discretion of Peres Negev Ltd.

20.4. In accordance with the Government Resolution pursuant to which the Client has been and/or will be granted authorization to design, construct, and operate the Project, and in accordance with the arrangements among the State, Peres Negev Ltd., and the Client, the Architect consents to Peres Negev Ltd., upon

execution of this Agreement, granting the Client a license to use in any manner whatsoever, and to make any modification to, all Project Documents, the exterior and/or interior design of the Project (including the environmental design of the Project), and any other Intellectual Property transferred to the ownership of Peres Negev Ltd. pursuant to this Section 20, in accordance with the terms of the agreements executed and/or to be executed between Peres Negev Ltd. and the Client. This license shall remain in effect for so long as the authorization obtained and/or to be obtained by the Client to design, construct, and operate the Hospital remains in effect.

20.5. The Architect hereby waives any lien right it may have in the Project Documents and/or any portion of the Project and, without limiting any other provision of this Agreement, undertakes to deliver the Project Documents to the Client, in both hard copy and digital media, at any time, immediately upon the Client's first request.

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

21.1. The Architect represents that neither this Agreement nor any of its terms creates an employment relationship between the Architect or anyone acting on its behalf and the Client, and that all employees employed by the Architect for the purpose of performing its obligations under this Agreement shall be and shall be deemed solely employees of the Architect, and no employment 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 for Income Tax, National Insurance Institute (Bituach Leumi) contributions, and any tax, levy, compulsory loan, or other social payment, tax payments, and all other expenses, including any other payment imposed on an employer under applicable law and any collective bargaining agreement governing the employment terms of its employees, as well as all risks and liabilities in connection with the performance of the Architect's work, shall be borne and paid by the Architect, and the Client shall not be responsible therefor in any manner whatsoever, whether with respect to the Architect itself or the Architect's employees.

21.3. The Architect shall indemnify the Client against any demand, claim, and/or allegation asserted against the Client by the Architect and/or any of its employees and/or anyone acting on its behalf in connection with any allegation of an employment relationship and/or the existence or absence thereof and/or any charge, liability, debt, and/or responsibility arising from such relationship, including under any agreement, arrangement, law, extension order, custom, or the like, provided that the Client notifies the Architect of any such demand, claim, or allegation promptly after receipt thereof and, to the extent within the Client's control, permits the Architect to defend against it.

21.4. It is hereby agreed that the Client shall not incur any vicarious liability for any acts and/or actions of the Architect, any of its employees, or anyone acting on its behalf toward any authority or third party, because the Architect is an independent contractor and is not an employee of the Client.

22. **Confidentiality**

22.1. The Architect shall maintain in confidence and shall not transfer, disclose, or bring to the attention of any person any information that it receives or has received in connection with this Agreement, whether during, before, or after the performance of this Agreement, except with the Client's prior written consent. The provisions of this Section shall not apply to the transfer of information required for the Architect to perform its duties under this Agreement. The Architect shall ensure that its employees, agents, owners, officers, and/or anyone acting on its behalf also comply with the obligations set forth in this Section.

22.2. The parties agree that the provisions of this Section 22 (including all subsections thereof) shall remain in effect during and after the Term, even if this Agreement is terminated for any reason or terminates automatically.

22.3. The Architect and anyone acting on its behalf shall comply with all confidentiality requirements set forth below:

22.3.1. To maintain in strict confidence and not disclose and/or transfer, directly or indirectly, to any person and/or entity, any information and/or knowledge relating to the activities and/or plans of the Client and/or its affiliates and/or any entity associated with it, including, without limiting the generality of the foregoing, any record, drawing, plan, specification, formula, process, and/or document and/or information relating to research and development matters at the Client, professional secrets, trade secrets, customer details, marketing, distribution, and advertising methods, prices, calculations, discounts, transaction details, work methods, compensation and/or employment terms, the Client's security arrangements, the Client's business intentions, details regarding the Client's officers and/or employees, or any other information received from the Client and/or anyone acting on its behalf in connection with the Client (hereinafter, "**Confidential Information**").

22.3.2. Not to deliver and/or transfer, directly or indirectly, to any person and/or entity, any material and/or raw material and/or product and/or part of a product and/or sample and/or document and/or any data-storage medium and/or photographed and/or printed and/or reproduced item or the like containing all or any portion of the Confidential Information, except for such delivery and/or transfer to the Architect's personnel who require the Confidential Information to provide services to the Client, and solely for the purpose of providing such services.

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

22.3.4. Not to remove, temporarily or permanently, from the Client's premises any Confidential Information that the Architect has been informed it may not remove, 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 comply with the Client's reasonable security and safety requirements, as issued by the Client from time to time, and to ensure that every person employed by the Architect who works on the Project complies therewith.

22.3.7. Immediately upon the termination of the Architect's provision of services to the Client for any reason, or at any other time upon the Client's request, to return to the Client everything received by the Architect or anyone acting on its behalf as specified in Sections 22.3.1 and 22.3.2 above, and not to retain in the possession of the Architect or anyone acting on its behalf any item and/or copy and/or photograph and/or document and/or material relating to the Client and/or containing all or any portion of the Confidential Information, except for one copy of the plans that the Architect is required to retain under applicable law.

22.3.8. To inform every person employed on the Architect's behalf at the Client of such person's obligation to maintain the confidentiality of the Confidential Information.

22.3.9. If the Architect or anyone acting on its behalf breaches any of the Architect's foregoing obligations, the Architect shall compensate the Client for all damages and/or expenses incurred by the Client as a result of such breach, including court costs, attorneys' fees, and VAT as required by law, without limiting any other relief and/or remedy available to the Client under any applicable law.

22.3.10. For purposes of Section 22.3.1 above, information, or any portion thereof, shall not be deemed Confidential Information if such information, or the relevant portion thereof, is:

22.3.10.1. In the public domain (PUBLIC DOMAIN), provided that it was published in a recognized publication containing all material details of the information and further provided that it did not enter the public domain as a result of a breach of this Agreement.

22.3.10.2. Information in the possession or knowledge of the Architect or anyone acting on its behalf that was received by the Architect or anyone acting on its behalf from any third party that is not acting on behalf of the Client, provided that such third party has a lawful right to disclose the information.

22.4. The Client may use the Architect's name in connection with publicity for the Project, without the Architect being entitled to any additional consideration and/or payment and/or compensation beyond the Fee specified in this Agreement. The Architect may use the name of the Project to present it as part of its professional experience and reputation, without being required to make any payment to the Client therefor.

23. Conflict of Interest

23.1. The Architect undertakes that no conflict of interest shall exist between its representations and obligations under this Agreement and for purposes of providing the services, on the one hand, and its business, professional, or personal relationships, on the other hand. This shall apply whether such relationships are undertaken for compensation or in exchange for any benefit, or without consideration, including in connection with any transaction or undertaking that involves a conflict of interest.

"Conflict of Interest" means a conflict of interest or a potential conflict of interest as described above.

23.2. If a Conflict of Interest arises, the Architect shall immediately report it to the Client in writing and comply with all of the Client's instructions regarding the matter.

24. The Defects Liability Period

24.1. The Architect shall assist the Client as necessary during the Contractors' Defects Liability Period and shall advise on and supervise the performance of corrections as requested by the Client.

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

25. Order of Precedence

25.1. This Agreement includes and reflects all terms and provisions applicable to the engagement between the Parties and supersedes any promise, consent, statement, representation, understanding, or agreement, if any, between the Parties, whether oral or written, made before this Agreement was executed.

25.2. In the event of any conflict or inconsistency between any provision of an 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 govern. The Architect shall bring any such inconsistency to the Client's attention.

25.3. If the Architect discovers any conflict among the provisions or instructions, it shall contact the Project Manager in writing and obtain the Project Manager's written instructions.

25.4. If a conflict is discovered between a provision of this Agreement and a provision of another agreement relating to the Project, and resolution of such conflict is necessary for the full and proper performance of the Project, the Project Manager shall resolve the conflict in its sole discretion and shall notify the Architect thereof in writing.

26. Miscellaneous

26.1. This Agreement constitutes the entire agreement among the Parties and incorporates all agreements, understandings, stipulations, representations, and intentions among them, and supersedes every document and/or draft and/or

representation and/or promise, whether written or oral, expressly or implicitly provided by either Party to the other before the execution of this Agreement, concerning any matter relating to this Agreement.

26.2. Upon execution of this Agreement, which constitutes the complete and binding agreement between the Parties, every contract and/or memorandum of understanding and/or consent and/or statement and/or promise and/or publication and/or prior draft of this Agreement made, if any, between the Parties in connection with the Project shall be null and void, and the Client shall have no obligation in respect of any thereof.

26.3. If either Party waives the other Party's breach of any provision of this Agreement or 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 to or different in nature from that provision. No waiver, extension, or concession by either Party shall be valid unless made in writing and signed by that Party.

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

26.5. The Parties hereby agree and declare that the courts and tribunals in Tel Aviv shall have exclusive local jurisdiction over all matters relating to this Agreement, and that the engagement under this Agreement shall be governed exclusively by the laws of the State of Israel.

27. **Notices and Addresses**

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

27.2. Any document relating to this Agreement sent by registered mail to the above address of either Party shall be deemed received by the addressee upon the expiration of 3 days after the date on which it was sent from a post office in Israel.

A document sent by facsimile shall be deemed received on the first business day following the date of transmission, and a document delivered by hand shall be deemed received when delivered to the applicable Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement:

_____

_____

the Client **the Architect**

[Non-Official Translation]

Appendix "A"

Design Services

Chapter A – The Design Services — General

1.1. The Project shall be designed using the full detailed design method (Full Detailed Design) and BIM methodology from its inception and throughout the design and construction phases. The Architect shall coordinate and manage the detailed design across all disciplines and shall cooperate fully with the BIM Manager for purposes of systems coordination and the superposition of all components of the building and the Project, including exterior areas, and management of the model using BIM methodology. In addition to providing a design team experienced in hospital design, the Architect shall provide an experienced designer/engineer on its behalf to perform the BIM work. BIM management shall be performed by a party with relevant experience that shall be engaged by the Client. The Architect represents that, in calculating the Consideration, it has taken into account the fact that the Project will be managed using BIM, and no additional payment shall be made to the Architect in connection therewith. The party designated by the Architect to perform the BIM work shall be subject to the Client's prior approval.

1.2. The Architect shall be responsible for the design of the Project, including interior design and finish work, and for all services specified in the Agreement and this Appendix. The Design Services shall be performed in stages, at the Client's discretion, in accordance with Notices to Proceed issued to the Architect from time to time. The Client does not undertake to order Design Services from the Architect for the entire Project. At each stage, the Design Services shall include all components of the architectural work required to complete the applicable stage of the Project for which the Notice to Proceed was issued, through delivery thereof to the Client.

1.3. Any deviation from the Budget Framework of the Project shall require the Client's prior written approval. If, at any stage of the Design Services, the Architect determines that it will be unable to comply with the Budget Framework of the Project, it shall immediately notify the Project Manager in writing and provide a detailed explanation.

1.4. The Design Services shall be performed with an administrative reporting line to the Project Manager with respect to maintaining the Project's Budget Framework and Schedule and complying therewith throughout the performance of the Project, without limiting the obligation to obtain the Client's approval, and for purposes of obtaining all programmatic data, as applicable from time to time, required for the performance of the Design Services. It is clarified and agreed that the foregoing administrative reporting line shall not limit the Architect's obligations under the provisions of the Agreement.

1.5. The Architect shall base the Design Services on the data, principles, and guidelines provided and/or to be provided to it from time to time by the Project Manager and/or the Client, as well as on all designs from previous stages that have been approved by the Project Manager and the Client. The Architect shall strictly comply with such guidelines and take into account such data and

principles, unless it has received written instructions or approval from the Project Manager and/or the Client regarding changes and/or additions thereto.

1.6. The Architect shall be responsible for design coordination and coordination of the Design Services and their integration with the design work to be performed by all consultants, including such coordination as may be required among the design work to be performed by the various consultants (superposition). In this context, the Architect undertakes to coordinate among the Project consultants, including, without limitation, with respect to all medical systems through and including their terminal devices, and to hold such coordination meetings as may be required to coordinate the design work among all consultants and the Architect. The Architect shall invite the Project Manager, the Inspector, and any other persons whom the Client or the Architect deems appropriate to the coordination meetings. The Architect shall inform the Project Manager and the Inspector of any disputes concerning coordination matters. The Architect shall also invite the International Design Manager and any representative of the International Architect whose participation is necessary to advance the design to meetings at which the International Architect's attendance is required and/or upon the request of the Project Manager or the Client. Unless otherwise requested by the Client, the International Design Manager and any representative of the International Architect shall participate remotely in such in-person meetings. The International Design Manager's participation in such meetings is a material term of this Agreement.

1.7. **The Architect shall be required to prepare for a hybrid work methodology under which intensive and comprehensive design sessions shall be held at a location determined by the Client for up to two days per week. These sessions shall be held in addition to the regular meetings conducted remotely on the remaining days of the week. Attendance in person at the intensive sessions shall be mandatory for the Project Architect and the Medical Architect. The compensation for participation in these sessions, in all respects, is included in the Contract Fee specified in the Agreement and its Appendices, and no addition to the Contract Fee shall be paid in connection therewith.**

1.8. The Architect shall take construction methods into account in the design and shall include temporary solutions for the construction period in the design.

1.9. If a defect in the performance of the Design Services is discovered, the Architect shall investigate the cause of the defect and propose to the Project Manager methods for correcting the defect, without prejudice to the Architect's responsibility for defects discovered in its work.

1.10. The Architect shall be responsible to the Client for ensuring that the Design Services comply with applicable law, the town planning scheme, Israeli standards, and the requirements of the competent authorities, and for obtaining all approvals for the design of the Project, without prejudice to the remaining provisions of this Agreement and in addition to the Client's rights under other Sections of the Agreement.

1.11. The Architect shall submit the plans to the Project Manager and/or the Client for review at any stage upon their request. The Architect undertakes to ensure that

the International Architect also delivers directly to the Client and/or the Project Manager, at their request, any plans, documents, and design deliverables prepared by the International Architect in connection with the Project.

1.12. As necessary and at any time, in its discretion, the Client may assign to external consultants and/or consultants employed by the Client the design of various portions or disciplines of the Project and supervision of the performance thereof for purposes of constructing the Project.

1.13. The Architect shall coordinate the work of the external consultants. The Architect shall ensure that the design within its scope of responsibility does not exceed the Budget Framework for the Project. Without limiting the generality of the foregoing, and in addition thereto, the Design Services shall be performed in accordance with the stages of the Design Services detailed in this Appendix. It is clarified that the Design Services shall include every other task or service required in accordance with best professional practice and the customary responsibilities of a lead designer for a project of the type that is the subject of the Agreement, in order to complete the design professionally, economically, and on schedule, and as directed by the Project Manager or the Client, even if such task or service is not specified in the Agreement or the tender documents.

1.14. Progression from one design stage to the next shall be made pursuant to the Client's written instructions, after receipt of the Project Manager's written recommendation. It is agreed that the Project Manager may, for any reason, refrain from instructing the Architect to commence any of the specified stages of the Design Services, even if the services are delayed as a result. The Project Manager may also instruct the Architect in writing, from time to time and for any reason, to delay or modify the pace of the services.

1.15. The Client may approve in writing the Planner's completion of a particular stage, substage, or substages.

1.16. Any breach by the Architect of the provisions of this Section, including its subsections, shall constitute a material breach of this Agreement.

Chapter B – Scope of Design Services and Construction-Phase Supervision

In addition to and without limiting any of the Architect's obligations, the Architect shall perform the services directly and/or indirectly related to the design and construction-phase supervision (pikuach elyon) of the Project, even if not referenced in the Agreement and/or this Appendix, including the services detailed below.

For the avoidance of doubt, it is hereby clarified that the list of activities set forth and detailed below applies to all stages and to the entire Project, notwithstanding that the Client may issue Notice(s) to Proceed to the Architect for the provision of Design Services solely for certain portions or buildings of the Project.

It is further clarified that the list of activities below is not exhaustive, and the Architect shall perform, in addition thereto, any additional services requested by the Client and/or its representative that are required to achieve the objective underlying each stage or portion of the Project for which a Notice to Proceed has been issued and/or into which the Design Services have been divided.

Everything set forth below shall apply, mutatis mutandis, to the Design Services included in each Notice to Proceed issued to the Architect (which may include only a certain portion of the Project or a certain building).

1.1. **Stage "A" – Initial Design of the Project (Including a Building and Development Plan)**

This Section relates to the initial and preliminary design stage, including the building and development plan and the buildings included in the Project. The building and development plan shall be prepared during this stage in accordance with the instructions and scope of services set forth in Chapter F of this Appendix below.

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

1.1.1. Thorough familiarization with the Project and its scope, including review of the applicable plans, the Project Area and surrounding context, and the provisions of the Town Planning Scheme, including review of the program (project brief) and any conceptual planning for the Hospital and the entire campus being advanced by the Client.

1.1.2. Review of the Project's needs, including the potential of the Land and the Project Area.

1.1.3. For the purpose of completing the initial design, the Architect shall obtain from the Project Manager all information relating to the Project and shall verify such information against the site data, including, without limiting the generality of the foregoing, surveys, in cooperation with the Project Manager and the consultants.

1.1.4. Clarification of the program (project brief) with the Project Manager and/or the Client, visits to the Project site, formulation and refinement of the architectural plans, and consultation and coordination with the consultants.

1.1.5. Inquiries with the competent authorities and/or any other relevant entity regarding the legal and other issues involved in designing the Project and obtaining approvals for performance of the work (including from the Ministry of Health).

1.1.6. Clarification with the Client of all issues and/or limitations involved in designing the Project.

1.1.7. Preparation of design alternatives as detailed below:

(a) At least 3 design alternatives for organizing the program (project brief) for the entire campus in its final configuration. The alternatives shall be presented by means of a presentation describing them in detail, including relevant appendices, renderings, plans, comparative tables of the alternatives in accordance with customary practice and

the Client's instructions, and everything required to submit the matter for a decision ("**Conceptual Design**");

(b) After the program (project brief) has been organized and a decision has been made regarding the selected alternative for the campus in its final configuration, the Architect shall develop the selected alternative into a building and development plan in accordance with the provisions of Chapter F of this Appendix.

(c) The Architect shall prepare at least 3 design alternatives for the buildings in Stage A, including an analysis of the building typologies, areas, floors, and stacking of the components defined for Stage A in accordance with the program information, as well as plans, sections, three-dimensional renderings, and everything required to reach a decision regarding the preliminary design for Stage A, as defined in the Agreement, namely, the preparation of at least 3 alternative preliminary plans for the buildings in Stage A, and shall assist the Client in selecting the desired alternative.

In cooperation and coordination with the Project Manager and the Client, the Architect shall assist in calculating the cost of the design solution selected by the Client, shall ensure that such cost does not exceed the Budget Framework for the Project, and shall revise the plans at its own expense as necessary to prevent any exceedance of the Budget Framework for the Project, within the period directed by the Project Manager.

1.1.8. Preparation of all required plans and three-dimensional renderings, and completion thereof to the extent required to complete the preliminary design of the Project as a whole, in accordance with best professional practice, the Architect's professional judgment, and the Project Manager's professional judgment.

1.1.9. Provision of information to the consultants for preparation of a preliminary cost estimate for the work within their respective scopes of responsibility.

1.1.10. Assistance to the Project Manager in preparing a preliminary cost estimate for the finishing work on the Project.

1.1.11. Provision of assistance, as required, to the Project Manager and the Client with respect to architectural matters for purposes of medical licensing, hospital emergency preparedness planning, and obtaining regulatory approvals.

1.1.12. The Architect shall present to the Project Manager and the Client functional diagrams prepared in cooperation and coordination with the consultants with respect to the Project, relationship diagrams, a comparison of alternatives and parameters for evaluating them, and so forth.

1.1.13. The Architect shall present to the Project Manager and the Client a list of the functions and their respective areas, as well as the relationships among the functions and the quality of such relationships (bubble diagram), and shall make any revision required by the Project Manager.

1.1.14. Obtaining the Client's approval to proceed to the second design stage detailed below.

1.2. <u>Stage "B" – Final Design of the Project</u>

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

1.2.1. Preparation of the final design for the selected design alternative for the Project, in coordination with the Client's consultants and the Client, together with documentation and computer-aided drawings on media customarily used by the Client, as well as the related calculations and documents, and revision thereof as required by the Client and/or the Project Manager;

1.2.2. Completion of additional design work in accordance with the consultants' instructions.

1.2.3. Preparation of final plans at a scale of 1:100 describing all objects and components incorporated into the design, including identification on the plans of the connection points for the various mechanical systems, such as electricity, water, sprinklers, fire detection, communications, gas, and other systems.

1.2.4. Modification and updating of the final plans in accordance with the requirements of the various authorities, including the Home Front Command (HFC), Fire and Rescue Services, and similar authorities, and in accordance with the Client's requirements, and coordination of the final plans with all consultants, including with respect to hospital emergency preparedness.

1.2.5. Updating the preliminary cost estimate for performance of the Project to reflect the changes made to the final design, in cooperation with the Project Manager and subject in all respects to the Budget Framework specified in the Contract.

1.2.6. Preparation of final plans depicting the final configuration of the Project, including floor plans with the LAYOUT of the furniture and medical equipment, and elevations and sections as required, in coordination with the consultants.

1.2.7. Revision of the plans and/or calculations and/or related documents as necessary and/or as instructed by the Project Manager and/or the Client and/or as required by the authorities and/or relevant entities on behalf of the State.

1.2.8. Completion of everything required to complete this stage, in accordance with the Architect's professional judgment and the Project Manager's professional judgment.

1.2.9. Preparation of a preliminary furniture plan showing the arrangement of the furniture and equipment and depicting the basic 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. <u>Stage "C" – Obtaining Approvals for the Project Work</u>

1.3.1. Preparation of an application for a building permit for performance of the Project and handling the process for the Client's receipt of the permit, including full cooperation with the Client, the consultants, and the Project Manager in preparing plans and/or documents required by the competent authorities, including the Fire and Rescue Authority, to obtain all permits and approvals required for performance of the Project work. The Architect acknowledges that it may be required to submit multiple applications for permits and permit amendments based on the stages of performance, the provisions of the Town Planning Scheme and/or the lease agreement, and the manner and scope of the work, 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 made to the Architect if the permits are divided into separate applications or permit amendments are submitted.

1.3.2. Submission of the foregoing plans and documents to the Client as required by the Client, attendance at meetings with the Client's representatives as necessary, and ongoing handling of matters with the Client, the planning committees, and the authorities until the building permits and all approvals required for performance of the Project work have been obtained.

1.3.3. Because a building and development plan is a prerequisite for the issuance of building permits, if the building and development plan must be updated upon completion of the final design, the Architect shall prepare and update the plan documents for submission to the local planning committee until the plan is reapproved.

1.4. <u>Stage "D" – Complete Detailed Design of the Project [Scale 1:50]</u>

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

1.4.1. Preparation of detailed construction plans that are sufficiently clear and explanatory for performance of the Project; design of building details, finish details, and supplementary details for all parts of the Project, including finishing work for all Project areas; and preparation of layout and furniture plans, lighting design, ceiling and lighting plans, and floor-covering and finish plans.

1.4.2. Preparation of openings schedules (metalwork, aluminum work, and millwork).

1.4.3. Preparation of an interior design plan for all interior portions of the Project, coordinated with the electrical, HVAC, plumbing, and similar systems.

1.4.4. Review of the superposition plan for consistency with the Architect's design.

1.4.5. Superposition design and systems coordination as detailed **in Appendix "A/1"** to the Agreement, without limiting the Architect's responsibility to review the superposition plan.

1.4.6. Preparation of the detailed design, in cooperation and coordination with the Project Manager and the consultants, including architectural and other building details for all elements of the Project, at a scale to be determined by the Project Manager. The details shall be clear and accompanied by an appropriate explanation.

1.4.7. Assistance in preparing the technical specification and consultation in preparing the bills of quantities, which shall be based on the detailed architectural plans. The descriptions in the technical specification shall be precise and clear and at a scale determined by the Project Manager at each relevant time, and shall include, for the avoidance of doubt and without limiting the generality of the foregoing, methods for computation and presentation of data by computer.

1.4.8. Preparation and submission of any other or additional materials necessary, in the Architect's professional judgment and/or as instructed by the Project Manager and/or the Client, for issuing invitations to submit bids and/or entering into engagements with the Contractors, all subject to the approval of the Project Manager and the Client.

1.4.9. Preparation of all plans and details required for performance of the Project, including:

1.4.9.1. Preparation of developed views for all rooms and spaces in the Project, including rooms, restrooms, storage rooms, corridors, entrance halls, lobbies, and similar spaces.

1.4.9.2. Various millwork details.

1.4.9.3. Schedule of interior doors and windows, including details and hardware schedules.

1.4.9.4. Details of the various types of ceilings.

1.4.9.5. Kitchenettes—specifications and details.

1.4.9.6. Specifications for certain areas in accordance with the design.

1.4.9.7. Fixed-furniture plans for the furniture tender and/or plans for relocating existing furniture.

1.4.9.8. Preparation of a movable-furniture schedule.

1.4.9.9. For the avoidance of doubt, it is clarified that the plans and details shall be presented for each individual room, and not for only one room as an example.

1.4.10. Handling the process of obtaining approval of the design from the competent authorities, if required.

1.4.10.1. Consultation during the material-selection stage, including coordination of all interior and exterior finish materials (consultation and recommendations regarding the selection, review, and approval of various materials and products).

1.4.10.2. Preparation of a color-scheme 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 relating to the design and performance of the work that is the subject of the services, including coordination and incorporation of the consultants' specifications into the general specifications.

1.4.12. Coordination with the various consultants regarding the integration of electromechanical and other systems, such as air-conditioning, lighting, electrical, telephone, and computer systems, and review and approval of the consultants' plans.

1.4.13. Coordination of all finish materials (including consultation and recommendations regarding the selection, review, and approval of various materials and products).

1.4.14. Assistance in preparing materials for soliciting bids from Contractors, including plans, specifications, bills of quantities, and cost estimates.

1.4.15. Interior design, including fixed furniture (fixtures), flooring and wall coverings, lighting, acoustic ceilings, and the layout of partitions/walls, including general layout planning.

1.4.16. Advising the Client in establishing lists of Contractors, service providers, and manufacturers from which to solicit bids for performance of the Project; participating in Contractor site visits; preparing written responses to questions from Contractors; and advising on the bids submitted by participants in the Project tenders until a successful bidder is selected.

1.4.17. Participation in ongoing design and construction coordination meetings together with the consultants.

1.4.18. Design of a mock-up, if necessary, and provision of advice regarding the selection of materials, while ensuring compliance with the Budget Framework.

1.4.19. Preparation of a preliminary budgetary cost estimate for performance of the Project's finishing work (based on the price per net square meter)

in accordance with the final plans approved by the Client, and updating such cost estimate to reflect any changes made to the design during the detailed design stage, in cooperation with the Project Manager.

1.4.20. The Architect shall complete everything necessary for completion of this stage, in accordance with the Architect's professional judgment and the Project Manager's professional judgment.

1.4.21. Obtaining the Client's approval to proceed to the fourth design stage detailed below.

Continuation of the Detailed Design Stage—Contractor Selection and Completion of Construction Drawings:

1.4.22. The Architect shall update the architectural and design plans in coordination with the consultants, the Client, and the Project Manager, and in accordance with their instructions, and shall convert them into construction drawings before issuing the invitation to submit bids to Contractors, to reflect any changes that are not programmatic changes and that occur during this stage in the course of designing the Project, while maintaining the Budget Framework for the Project and obtaining the Project Manager's approval for each such update, all subject to the Client's approval. The Architect shall also make the necessary changes to the detailed design, including the related documents, to ensure that the Budget Framework for the Project is maintained.

It is emphasized that bids shall be solicited from the Contractors only after all construction drawings have been completed.

1.4.23. Preparation of revisions to the foregoing plans in accordance with the instructions of the Client and/or the Project Manager during the invitation-to-submit-bids process and during performance of the Project.

1.4.24. Ongoing and comprehensive support for the invitation-to-submit-bids process, including, among other things, providing explanations and responding to questions from the Contractors participating in the process.

1.4.25. Review of the construction alternatives proposed by the Contractors, and preparation and submission of the Architect's written opinion and recommendation regarding their compliance with the design requirements.

1.4.26. The Architect shall perform every required action and complete everything necessary for completion of this stage, in accordance with the Architect's professional judgment and subject to the Project Manager's professional judgment.

1.5. Stage "E"—Construction-Phase Supervision of the Project

Without limiting the applicability of the provisions of the Planning and Building Regulations (Upper Supervision of Construction), 5752–1992 to the Architect's provision of construction-phase supervision ("pikuach elyon") services in

connection with the Project, this stage shall include, inter alia, the following services:

1.5.1. Construction-phase supervision of the performance of the work on the Project through its completion and handover to the Client, 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 acknowledges that, in view of the scope and complexity of the Project, some or all stages of construction will require the daily presence at the site of one or more representatives of the Architect so that problems and issues arising at the site during performance of the work may be addressed, all as required by the Client and the needs of the work.

1.5.2. Construction-phase supervision of the performance of the changes and corrections for which the Contractor is responsible, whether during performance of the work on 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 Project Manager on the progress of the work at the Project site following each site visit.

1.5.4. Providing ongoing advice to the Project Manager and the Client on all matters relating to performance of the work, including advising and making recommendations to the Client regarding equipment procurement and the selection, inspection, and approval of materials and products.

1.5.5. Providing explanations, inter alia, to the Project Manager and the Client at the Project site and responding to their questions at all times.

1.5.6. Participating in regular design and construction coordination meetings with the Project's team of planners and consultants and in cooperation with the Contractor, subject to prior coordination.

1.5.7. The Architect shall visit the site personally and/or through its representative approved for such purpose by the Project Manager, in accordance with the needs of the Project and as required for the performance of construction-phase supervision of the work. The Architect shall also visit the site at the request of the Project Manager or the Client, at times scheduled in advance by the Client and/or the Project Manager.

1.5.8. During its site visits, the Architect shall perform architectural construction-phase supervision and shall act as follows:

1.5.8.1. The Architect shall supervise the Project construction work and shall verify that the work is performed in accordance with the plans, including any changes made thereto.

1.5.8.2. The Architect shall coordinate among the various consultants and contractors with respect to matters relating

to the architectural design and shall integrate their work into the performance of the Project construction work.

1.5.8.3. The Architect shall be available at all times to respond to the Contractors' questions and shall provide the necessary explanations to the extent required.

1.5.8.4. The Architect shall participate in the review of the Contractors' claims and the resolution of disputes arising between the Contractors and the Client in connection with performance of the Project and shall advise the Project Manager and the Client in this regard, all as required by the Client and the Project Manager.

1.5.8.5. For the avoidance of doubt, it is hereby declared that the Architect may not issue instructions directly to the Contractors regarding the performance of the work, as distinguished from providing explanations regarding the design, and/or negotiate with them regarding any matter, except solely through the Client and/or the Project Manager.

1.5.8.6. The Architect shall sign every document and/or approval and/or certificate that it is required to sign under any applicable law for purposes of obtaining approvals from the authorities, including, without limiting the generality of the foregoing, for purposes of obtaining a Certificate of Completion (Teudat Gmar), an occupancy approval, and the like.

1.5.8.7. The Architect shall update the plans and specifications in accordance with changes made during performance of the Project.

1.5.8.8. The Architect shall review and approve the shop drawings of Subcontractors, manufacturers, and suppliers.

1.5.8.9. The Architect shall complete everything necessary to complete this stage, in accordance with the Architect's professional opinion, the Project Manager's professional discretion, and the Client's requirements.

1.5.8.10. If missing design details cause problems that delay progress of the work at the site, the Architect shall station an architect at the site on a full-time basis throughout the working day to address the gaps for the period determined by the Project Manager and/or the Client.

1.5.9. Participating in the review of the Contractor's claims and the resolution of disputes arising between the Contractor and the Client and/or the Project Manager in connection with performance of the Project, whether during the period of the Project work or during the Defects Liability Period, and advising the Client and/or the Project Manager in this regard, all as required by the Client.

1.5.10. Acceptance of the work and approval of completion of construction, in coordination with the consultants, including issuance to the Project

Contractor of a "completion certificate," signed by the Architect, confirming that the work was performed to the Architect's satisfaction and in accordance with the provisions of the construction contract.

1.5.11. Updating the plans in accordance with changes made during performance of the work and submitting "as-built (record) drawings" (AS MADE) to the Client following completion of construction.

1.5.12. Providing all assistance required of the Architect to obtain a Certificate of Completion (Teudat Gmar) and an occupancy approval for the Project.

Chapter C – Visits to the Project Site as Part of the Construction-Phase Supervision Services

1. For the avoidance of doubt, the frequency of the Architect's visits to the Project site as part of the construction-phase supervision services shall be determined according to need, applicable law, and customary practice, taking into account the stages of performance of the Project, the pace of performance, and the nature and complexity of the work, in accordance with the provisions of any applicable law and the issues arising during performance that require solutions to be provided at the site itself and/or immediate solutions.

2. Without limiting the generality of the foregoing, the Architect shall be required to visit the Project site in each of the following circumstances, as required and in accordance with applicable law and customary practice:

   2.1. Upon completion of each stage of the Contractor's work after which the quality of performance and its conformity with the design can no longer be inspected.

   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 Project Manager, the **Project Architect or Medical Architect, as applicable, shall arrive at the Project site within 24 hours of such request by the Client or the Project Manager. The Architect represents that it is aware that this requirement constitutes a material condition of the Agreement and is intended, inter alia, to ensure an immediate design response and the continuous advancement of the Project**. The foregoing shall not 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 construction-phase supervision report containing complete photographic and written documentation, which the Architect shall provide to the Project Manager and the Client. If it becomes apparent during the visit that an additional drawing is required for clarification, this shall be noted in the construction-phase supervision report. The drawing shall be prepared by the Architect and provided to the Project Manager, the

Client, and the design coordinator. If the Architect has no comments following the visit, it shall state this in the report, which it shall distribute as set forth above.

Chapter D – General Provisions Regarding the Design Services

1. Without limiting the generality of the foregoing or any of the Architect's other obligations set forth in this Appendix, the parties agree that the Design Services under this Agreement shall also include, inter alia:

   1.1. Providing detailed, ongoing reports to the Client and/or the Project Manager, at the request of the Client and/or the Project Manager, regarding the progress of the Design Services under this Agreement.

   1.2. Conducting ongoing reviews of the plans, specifications, and bills of quantities within the scope of the Design Services to verify their compliance with the requirements of the authorities and the Client.

   1.3. Participating in coordination meetings to monitor design progress and address matters and issues arising during the performance of the Design Services.

   1.4. Assisting the Client, as required, in preparing presentations and supporting materials for fundraising and resource mobilization for the construction of the Project throughout the Term.

   1.5. Assisting the Client and legal counsel, as required, in any negotiation, litigation, or legal proceeding arising from the Project and relating to the Design Services, subject to payment of compensation to the Architect based on the hours actually expended by it in providing such assistance and as agreed between the parties.

Chapter E – Design Services Performance Period

1. The Architect shall commence performance of the Design Services on the date the Client requests that it do so (the "**Design Services Commencement Date"**).

2. The Architect undertakes that the Design Services shall be performed in accordance with the provisions of the Agreement and its Appendices, from the Design Services Commencement Date through Final Acceptance of the Project to the Client's full satisfaction, including all assistance required from the Architect in obtaining a Certificate of Completion (Teudat Gmar) and assistance during the Defects Liability Period (the **"Design Services Performance Period"**), all in accordance with the stages of the Design Services and/or at such times as the Project Manager may determine from time to time, in coordination with the Architect to the extent possible. The Architect shall comply without delay with the requirements of the Client and/or anyone acting on its behalf.

3. The Architect represents and undertakes that it is aware of the constraints of the Schedule and the importance of compliance by all persons and entities participating in the design and construction of the Project, including the Architect, with the Schedule and all of its stages and substages, as well as the significance of any failure to comply therewith and its consequences for the obligations of the various persons and entities engaged in the design and construction of the Project. The Architect further acknowledges that the Schedule may be extended for various reasons, including

budgetary reasons, and that the Consideration specified in **Appendix "B"** constitutes the full and sole Consideration payable to it, including in the event of any such delays, and the Architect waives any claim in this regard against the Client or anyone acting on its behalf.

Chapter F – Scope of Design Services for Preparation of the Building and Development Plan

1. The Design Services relating to preparation of the building and development plan may be performed concurrently 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 F, the "**Plan**") in accordance with the provisions of the Town Planning Scheme, the Client's and the Project Manager's instructions, the City Architect's guidelines, and the detailed planning requirements set forth in the tender documents. Within this framework, the Architect shall perform the following activities:

   2.1. Developing the strategy for the placement, heights, and uses of the buildings, with an emphasis on the full integration of the Project components into the existing and planned urban environment in Be'er Sheva.

   2.2. Leading the process of obtaining detailed guidelines from the City Architect, presenting the Plan to every required forum until it is approved by the local planning committee and any other entity whose approval is required, and coordinating with all consultants, including landscape, traffic, environmental, infrastructure, Fire and Rescue Authority, agronomist, and other consultants.

   2.3. Submitting a detailed plan and preparing a building and development plan booklet that includes, inter alia, plan drawings and building appendices; detailed development plans showing building placement, levels, drainage, landscape development, the circulation network for vehicles and pedestrians, bicycle paths, and the locations of technical systems, including electrical, plumbing, ventilation, and other systems; level plans; detailed longitudinal and transverse sections; complete street elevations showing finish materials, architectural lighting, and signage; stormwater-management diagrams; and three-dimensional renderings illustrating the integration of the Project into 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 **accessibility and sustainability requirements and municipal spatial guidelines.**

The Be'er Sheva City Architect's guidelines for submitting a building and development plan are attached to this Appendix.

Chapter G – Scope of Superposition Design and Systems Coordination Services

See attached **Appendix "A/1"**.

[Non-Official Translation]

Appendix: Be'er Sheva City Architect's Guidelines for Submitting a Building and Development Plan
[Chapter F of Appendix A]

הנחיות להגשת תכניות בינוי ופיתוח

תכנית בינוי ופיתוח הינה שלב ביניים בין אישור התב"ע לקבלת היתר. תכנית זו קובעת את העמדת המבנה בחלקה, גבהי פיתוח, חיבור למדרכות ושימושי קרקע סמוכים ופרטים נוספים. מטרת תכנית הבינוי הינה לוודא כי המבנה מתואם לסביבתו ומאפשר חיבור לפיתוח סביבתי בהיקפו.

שלבי אישור תכנית עיצוב ופיתוח

1. קבלת הנחיות לתכנון מאדריכל העיר או מי מטעמו.
2. הצגת התכנית בפורום אדריכל העיר
3. תיאום מול גורמים נוספים אגרונום, כיבוי אש, מי שבע (ככל שיידרש)
4. אישור בוועדה ככל שנדרש ע"י התב"ע.

הנחיות כלליות

- על תכנית העיצוב והפיתוח להיות תואמת להוראות התב"ע ונספח הבינוי. על התכנית לעמוד בהוראות חוק התכנון והבניה, תקנות הבניה והנחיות מרחביות עירוניות.
- נדרשת התאמה לפיתוח השטחים הפתוחים הגובלים בפרויקט (מדרכות וחניות, מעברים להולכי רגל, שבילי אופניים, ריהוט רחוב, נטיעות עצים, גופי תאורה וכד'). הפיתוח יהיה מתואם עם הפרטים העירוניים של שפת הרחוב של עירית באר שבע
- תכנית עיצוב ופיתוח תוגש עבור פיתוח מבני ציבור ובנייה רוויה

הנחיות מפורטות לתכנית בינוי שכונתית

התכנית תוגש בפורמט חוברת. A3 שרטוטים בקנ"מ גדול ניתן לשלב כדף מקופל בגוף החוברת דף השער יכלול את פרטי היזם, אדריכלי הפרויקט, אדריכלי הנוף ויועצים רלוונטים)יועץ תנועה, יועץ סביבתי, תשתיות וכו.'

[Non-Official Translation]

- מיקום עמודי וגופי התאורה (קיימים ומתוכננים בתאום עם מחלקת דרכים וחשמל) בשטח המגרש ובמדרכות הגובלות
- סימון עמודי חשמל, עמודי מתח גבוה, טלפון, קווי מים ראשיים, קווי ביוב מאסף ראשי, קווי תיעול ובריכות גשם, מדי מים ושוחות הנמצאים או עוברים בשטח המגרש או המדרכות הגובלות.
- מיקום וסוג ריהוט רחוב
- סימון תוואי שבילי אופניים ברחובות הגובלים למגרש
- סימון גבולות שצ"פים, שפ"פים ושטחים בזיקת הנאה ובכלל זה, פתרון פיתוח שפ"פים ומעברים בזיקות הנאה ברצף מפלסי עם המדרכות וללא אמצעי תיחום וגידור
- פיתוח נופי הנכלל בתחום התכנית –כולל מתקני משחק, תאורה, ריצופים, איוורור תת קרקעי ,מיקום תשתיות (חדרי טרפו, גז וכו'), צמחיה, הצללות ומתקני מים ככל שיש.
- מיקום המערכות הטכניות ובכלל זה: מערכות מיזוג אויר, אוורור חניונים ושטחים מסחריים, מיקום ארובות לבתי אוכל, סימון מתקני אשפה ודרכי גישה לרכב פינוי, מתקני מחזור, מיקום תאורה, מיקום השהיית מים במגרש, כיבוי אש – סימון ברור של ברזי סניקה בגישה ייעודית ומיקום רחבות בשטח המיסעה ככל הניתן, סימון חדרי אופניים, עגלות, מחסנים, מתקנים טכניים נוספים (אנטנות, מזגנים, הסקה) וכו.'
- מיקום חניות רכב, אופנועים ואופניים
- סימון מפלס מדרכה רציפה בכניסה לחניון עם אבן עלייה לרכב
- התייחסות להנגשה לאנשים עם מוגבלויות

5. תכניות מפלסי הפרויקט הבאים: קומות מרתפים, קרקע, קומה טיפוסית, קומה טכנית ותכנית גגות בקנ"מ 1:250 או קנ"מ אחר מתאים.
6. שני חתכים לפחות, לאורך ולרוחב הפרויקט בקנ"מ 1:250 הכוללים: מפלסי קומות, קולונדות ,גגונים, עצים, סימון ברור בחתך לבתי גידול ו/או מילוי אדמת גן בעומק של לפחות 1.5 מ' וכד'. החתכים יכללו מפגש עם דרכים סמוכות ויראו מבנים בחלקות גובלות.
7. פריסת גדרות וקירות תמך, כולל פירוט חומרי הגמר וציון המפלסים במפגש עם הקרקע ובקצה העליון.

[Non-Official Translation]

8. חזיתות בקנ"מ 1:250 לכל הרחובות הגובלים, הכוללים חומרי גמר, שילוט (שם המבנה/שילוט מסחרי – לפי הצורך) וסימון תאורה אדריכלית.
9. סכמת ניהול מי נגר- תוך עמידה בהוראות תמ"א 34 .
10. הדמיות תלת ממדיות הכוללות את פיתוח הרחובות הגובלים, את עיצוב הגינות והשפ"פים
11. פרטי פיתוח ועיצוב רלוונטיים.

<u>מסמכים שיש לצרף לתכנית העיצוב:</u>

- נספחים נוספים עפ"י העניין ולפי דרישות התב"ע (נספח תנועה, נספח סביבתי, נספח אקוסטי, הנחיות בניה ירוקה וכיוב').
- אישורים וחותמות :עורך התכנית, יוזם התכנית, בעל הקרקע, אדריכל נוף, יועצים מקצועיים רלוונטיים. יש להטמיע את החותמת שלהלן בדף הראשון של החוברת.

<u>הנחיות מפורטות לתכנית בינוי מתחמית:</u>

תכנית הפיתוח תקבע ותעצב את תפקוד המרחב, ואת אופיו. תחלק את המגרש בהתאם לשימושים השונים, תייצר את המפגש והחיבורים בין הפונקציות, תאפיין ותקבע את מיקום השטחים המשותפים דרכים לרכב והולכי רגל, אזורי ההתכנסות וקישוריות.

א. תכנית בקנ"מ 1:500 תכלול:
   - העמדת המבנים, צורתם וגובהם- תוך דגש והתייחסות לבנייה מוטת קיימות
   - מפלסי כניסות וגגות, דרכי גישה, מיקום כניסות למגרשים להולכי רגל ולרכב ופתרון חנייה

ב. חוברת בפורמט A3 שתכיל:
   - עקרונות עיצוב אדריכלי, חתכים וחזיתות עקרוניים, הנחיות לחומרי גמר וגוונים, צורה וגמר של הגגות ומתקניהם, הנחיות ופרטים לחזיתות מסחריות.
   - הנחיות פיתוח לרבות פרטי גדרות, נטיעות, פיתוח בתחום החניות- לרבות פרוט מפלסים עקרוניים, חומרים, מיקום מתקני תברואה, מתקנים טכניים ושרותים כגון: מבני שנאים וכיו"ב. פרטי נישות לפילרים, מוני מים ואשפה, כפוף לאישור אגף איכות הסביבה בעיריית באר שבע.

ג. תכנית ניקוז ושימור מי נגר עילי.

[Non-Official Translation]

Appendix "A/1"

Scope of Superposition Design and Systems Coordination Services

1. General

   The services consist of superposition design and systems coordination.

2. Designers' Professional Knowledge and Experience

   The systems coordinator shall be proficient in, and have proven experience with, the following software: AutoCAD (including AutoCAD Solid), Revit, the ACC platform, and the interfaces among them. Such knowledge shall encompass the most current versions of these software applications. The systems coordinator shall also have a professional understanding of all disciplines for which it performs systems coordination, including architecture, interior design, structural engineering, electrical systems, HVAC, plumbing and medical gases, communications, multimedia, site development, landscaping, and the disciplines of all other designers and consultants involved in the Project.

   The proposed lead superposition designer shall have proven experience in superposition design for at least one hospital project encompassing 20,000 square meters or more.

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

3. Meetings

   During the initial stages, until issuance of the tender for selection of the Contractors, attendance shall be required at meetings of the Core Team and the relevant consultants, at scheduled times and weekly intervals, by all or some of such parties. In addition to these meetings, individual meetings shall be held, as necessary, between the superposition and systems coordinators and the Design Team and consultants. The Architect undertakes that, for meetings held in addition to the joint meetings, it shall prepare written minutes and distribute them to the attendees, the Project Manager, and the Client.

4. Software and Files

   All work shall be performed using Revit and the most current platform. One set of color PDF files and one set of color printed plans shall be produced. These plans shall be uploaded to the Ramador file-sharing site. Once the Contractor for performance of the Project has been selected, RVT files comprising the model itself or portions thereof shall also be provided to the Contractor, subject to the Client's and the Project Manager's approval.

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 contain the following parameters:
Drawing name, drawing number, revision number, date of the current revision, and drawing status (the status of the systems coordination drawings shall be "For Review").

All such information shall be grouped in the lower portion of the title block so that all the foregoing parameters are clearly visible when the drawing is folded.

The upper portion of the title block shall contain a revision description table. The revision description table shall state the current revision number and provide a brief and concise description of the changes or additions made in that revision.

Each drawing shall identify the designers' drawings used to perform systems coordination as follows:

Drawing Name	Drawing Number	Revision	Status	Date	Comments
Architecture					
Construction Plan					
Ceiling Plan					
Interior Design					
Construction Plan					
Ceiling Plan					
Structural Engineering					
Geometry Plan					
Local Sections					
Electrical Systems					
Lighting Plan					
Cable Ladder Plan					
Power Plan					
HVAC					
Floor Plan					
Plumbing					
Wastewater Plan					
Water Plan					
Sprinkler Plan					
Communications					
Communications Plans					
Site Development and Landscaping (only on the ground-floor plan and parking-basement plan)					

Site Development Plan					
Irrigation Plan					
Planting Plan					
Traffic Designer					
Traffic Plans					
Additional Designers					

Plans shall be obtained from designers only with the Project Manager's approval, particularly when plans are updated.

6. The work stages are set forth below:

6.1. **Stage 1 – Initial Review**

During the first stage, the Architect's plans and the structural engineer's plans shall be reviewed, and initial systems coordination shall be performed between these two disciplines. Particular emphasis shall be placed on coordination between the building envelope and the concrete floors and beams, between the concrete beams and the Architect's suspended ceilings, and between the structural engineer's structural joints and the Architect's floors, ceilings, and walls, and similar matters.

During the next stage, the plans for the following electromechanical disciplines shall be obtained: HVAC and ventilation, electrical systems and communications, plumbing and medical gases, site development, and traffic.

All interfaces and penetrations of the electromechanical systems shall be checked against the concrete elements and architectural elements. They shall also be checked against one another. The check shall be performed with respect to vertical, horizontal, and sloped elements.

6.2. **Stage 2 – Preliminary Drawings**

In addition to the check to be performed in the model, a separate superposition plan shall be prepared for each floor. Each floor plan shall show all disciplines referenced above, including architecture, interior design, structural engineering, electrical and communications systems, air conditioning and ventilation, plumbing and medical gases, site development, and traffic. Each discipline shall be shown on the plan in a different color or in more than one color, and a legend for those colors shall be included in the plan's title block. Each plan shall specify in detail the relevant discipline sheet from which the data were taken, including the sheet name, sheet number, revision, date, and sheet status. The designers' sheets must be identified on the superposition sheet. There may be more than one sheet for each discipline, all of which must be identified.

In addition, wherever a matter requires review by one or more designers, that area shall be marked with a red dashed circle and assigned an identification number. A table shall be included somewhere on the sheet identifying those numbers and briefly describing the nature of the review required in each such area.

Upon each issuance of a new revision of a sheet, the party preparing the superposition plan shall update all relevant designers' sheets used to check the floor, and the nature of the new changes/new comments shall be stated in the title block next to the new revision number.

The first level for which a plan must be prepared shall be the ground level beneath the lowest floor slab of the lowest basement 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. These local sections shall be provided particularly in corridors, lobby areas, locations containing numerous systems, and similar locations.

In the case of "long runs," including drainage piping runs beneath the ceiling of the first parking level, piping running along the walls of the parking levels, and similar locations, developed views of those areas shall be shown at a scale of 1:100, or at another scale appropriate for the size of the printed sheet.

The local sections shall be included on the plan sheet itself, if space permits, or on separate sheets, as necessary.

6.3. Stage 3 – Final Drawings

Below-Grade Floor

The plan below the lowest floor slab level shall emphasize piping slopes, the interfaces between such piping and grade beams, piles, anchors, and municipal infrastructure, if any, and, above all, the interfaces and connections with municipal manholes or existing infrastructure. This plan shall show all foundations, shoring walls, grade beams, all types of manholes, sewer, water, and drainage piping passing through the area, and all interfaces among them. This plan shall state the elevations of each manhole (I.L. U.L.).

The plan shall also include sections at critical locations, including two sections, longitudinal and transverse, through the elevator shafts, including the sumps for submersible pumps. If infiltration pits, percolation pits, or similar features are located within the area, they shall be marked on the superposition plan.

Basements

The basement plans shall emphasize maintaining a clear height of 220 cm throughout the drive aisles, parking spaces, and egress areas. Such clear height shall be maintained beneath the concrete beams and beneath every

electromechanical system. Two plans shall be prepared for this floor: one looking downward (floor plan) and the other looking upward (ceiling plan).

Where accessible parking spaces are provided, a clear height of 245 cm shall be maintained throughout the drive aisles and the accessible parking spaces. In addition, where required by the Client's program or by any designer in order to maintain an equipment access route, the required clear height shall be maintained along the route for bringing in and/or removing the equipment. The systems coordinator shall be required to comply with these instructions.

Where the basement floors are not used for parking, the program requirements applicable to the functions located on those floors shall be addressed.

The systems coordinator shall be required to verify the clear height of specific spaces in accordance with the Client's program requirements or the Architect's and interior designer's requirements regarding suspended-ceiling heights.

It shall be the systems coordinator's duty to warn whenever the designed clear height cannot be achieved.

Floor Plan (D*)

The floor plan shall identify the different levels of each floor, such as the water reservoir levels, sidewalk levels, and similar levels. The primary level of the floor and the various secondary levels shall be clearly identified. This plan shall show all overhead beams using dashed lines and shall state their elevations relative to the primary level of the floor. All openings for manholes in the floor, drains, and slopes, if any, shall also be shown. This plan shall also show all required openings in walls, and the marked openings shall be provided as instructions to the structural engineer and the Architect for incorporation into their respective drawings. The floor plan shall be overlaid on the architectural plan. The parking-space layout in the parking basement must be shown. The name of each space, as taken from the architectural plan, shall also be stated.

The structural engineer's concrete walls shall be marked in dark blue. Nonstructural concrete walls shown on the Architect's drawings shall be marked in light blue.

Block walls shall be marked in red. Gypsum-board walls shall be marked in light green. Steel columns shall be marked in dark green. The floor plan shall also include the names of the functions in each space and the grid lines.

Ceiling Plan

The ceiling plan shall be a plan in which all walls are cut through and the view is upward. All walls shall be shown in the same manner as on the floor plan. In addition, all existing beams and ceiling openings shall be shown. All electromechanical systems located in the ceiling and other elements shall also be shown, including ceiling openings, structural beams, electrical conduits and communications conduits, light fixtures, HVAC ducts, ventilation and smoke-exhaust ducts, water and sewer piping, sprinkler piping, gas piping, other

piping, exhaust systems, and similar items. Elements located in the floor, such as drainage channels, drains, manholes, toilets and sinks, tables and counters, parking-space markings, and similar items, shall not be shown on this plan. The suspended ceiling shall be shown on the ceiling plan using thin lines to verify the proper locations of light fixtures, diffusers, fresh-air grilles, and similar items.

The heights of the suspended ceiling in its various areas shall be clearly indicated on the ceiling plan. The ceiling plan shall also include the names of the functions in each space and the grid lines.

Roof Plan

The roof plan shall include only a "floor plan." If steel equipment galleries are located on the roofs, the roof level shall also include a "ceiling plan" showing an upward view of the "gallery" from below.

Sections

Each floor shall have a sheet containing sections through that floor at key locations and locations containing numerous systems.

On the parking level, sections shall be provided through the elevator shaft, water reservoir, stair exit, and ramp entrance. On every other floor, sections shall be provided through the lobby areas and main corridors. The number of sections shall be based on the complexity of the floor. Special rooms shall be shown in detail (rooms such as MRI, CT, PET-CT, audiology, ultrasound, accelerator, and operating rooms, and similar rooms). Data received directly from the suppliers shall be incorporated for all such rooms, including the special equipment itself, special secondary structures, booms, and similar items. If necessary, there shall be several section sheets for each floor and/or individual sheets for special rooms.
At the commencement of work on the sections, "double" sections may be presented, namely, a section showing the existing condition in the model and a section showing the proposed condition after relocations by the systems coordinator. The final sheets shall include only the final sections.

The section sheets at each stage shall also include modeling of the various hanger details to ensure that all systems can be suspended.

6.4. **Stage 4 – Approval of the Designers' and Consultants' Drawings**

Approval of the coordinated drawings of the designers (the Architect, interior designer, structural engineer, electrical engineer, communications engineer, HVAC engineer, plumbing engineer, landscape architect, traffic engineer, and additional designers). These shall be the drawings made available through the "Ramador" file-sharing system. These drawings shall be issued after completion of all coordination in accordance with the systems coordinator's comments. The systems coordinator shall be responsible for verifying that all comments have been implemented in these drawings. For emphasis, the

systems coordinator shall be responsible for verifying that the coordination has been completed both in the Revit model and in the drawings themselves.

Drawing List

The drawing set shall include the following drawings (this is a minimum list, and drawings may be added at the discretion of the systems coordination consultant and as required):

Sheba Negev Project		
No.	**Description**	**Scale**
Foundations and Systems B-y (y = number of the lowest floor)		
H-B-y-D	Below-Grade Systems (systems of the new structure beneath the floor and all main systems entering it)	1:50
Basement Levels B-x (x = basement-level number, based on the number of basement levels to be designed)		
H-B-x-D	Basement-Level Systems Coordination – Floor and Below-Grade Systems (Entire Site)	1:50
H-B-x-T	Basement-Level Systems Coordination – Ceiling	1:50
H-B-x-SEC	Basement-Level Systems Coordination – Sections	1:50 1:25
H-B-x-OP	Basement-Level Wall Openings Plan	1:50
Ground Floor		
H-F0-D	Entrance-Level Systems Coordination – Floor	1:50
H-F0-T	Ground-Floor Systems Coordination – Ceiling	1:50
H-F0-SEC	Ground-Floor Systems Coordination – Sections	1:50 1:25
H-F0-OP	Ground-Floor Wall Openings Plan	1:50
Floor 1		
H-F1-D	Floor 1 Systems Coordination – North Building – Floor	1:50
H-F1-T	Floor 1 Systems Coordination – North Building – Ceiling	1:50
H-F1-SEC	Floor 1 Systems Coordination – North Building – Sections	1:50 1:25
H-F1-OP	Floor 1 Wall Openings Plan	1:50
Floor 2		
H-F2-D	Floor 2 Systems Coordination – Floor	1:50
H-F2-T	Floor 2 Systems Coordination – Ceiling	1:50

Sheba Negev Project		
No.	**Description**	**Scale**
H-F2-SEC	Floor 2 Systems Coordination – Sections	1:50 1:25
H-F2-OP	Floor 2 Wall Openings Plan	1:50
Floor 3		
H-F3-D	Floor 3 Systems Coordination – Floor	1:50
H-F3-T	Floor 3 Systems Coordination – Ceiling	1:50
H-F3-SEC	Floor 3 Systems Coordination – Sections	1:50 1:25
H-F3-OP	Floor 3 Wall Openings Plan	1:50
Floor 4		
H-F4-D	Floor 4 Systems Coordination – Floor	1:50
H-F4-T	Floor 4 Systems Coordination – Ceiling	1:50
H-F4-SEC	Floor 4 Systems Coordination – Sections	1:50 1:25
H-F4-OP	Floor 4 Wall Openings Plan	1:50
And so forth for additional floors		
H-F5-D	Floor 5 Systems Coordination – Floor	1:50
H-F5-T	Floor 5 Systems Coordination – Ceiling	1:50
H-F5-SEC	Floor 5 Systems Coordination – Sections	1:50 1:25
H-F5-OP	Floor 5 Wall Openings Plan	1:50
Roof Level		
H-FR-D	Roof-Level Systems Coordination – Floor	1:50
H-FR-T	Roof-Level Systems Coordination – Ceiling	1:50
H-FR-SEC	Roof-Level Systems Coordination – Sections	1:50 1:25
H-FR-OP	Roof-Level Wall Openings Plan	1:50
Special rooms as directed by the Project Manager (such as operating rooms, procedure rooms, imaging rooms, rooms containing numerous systems, and similar rooms). Floor Number – X Room Number – Y		
H-FX-RY-D	Special-Room Systems Coordination – Floor	1:25
H-FX-RY-T	Special-Room Systems Coordination – Ceiling	1:25
H-FX-RY-SEC	Special-Room Systems Coordination – Sections	1:25
Site-Development Systems Coordination Drawings Site-Development Areas – X		
H-L-AX-D	Systems Coordination for Site-Development Area X – Floor Level	1:100, 1:50

Sheba Negev Project		
No.	**Description**	**Scale**
H-L-AX-SEC	Systems Coordination for Site-Development Area X – Sections	1:25

6.5. **Stages 5 and 6 – Construction Coordination Support**

After selection of the Contractor / Contractors to perform the Project, construction-phase support shall be provided from the Contractor's receipt of the notice to proceed through delivery of the Project to the Client (including receipt of Form 4 (occupancy permit/approval) and occupancy).

During this stage, responses shall be provided to questions from the Contractor / Contractors, if any, and site visits shall be conducted and meetings attended with Project management, the relevant designers, and the relevant Contractors to develop solutions.

The systems coordinator shall not be required to provide resolutions where the Contractors seek to change the design or the equipment included in the tender.

During the construction stages, the Contractor may submit a validation of the systems coordination. The systems coordinator shall lead the process of reviewing and approving the resolutions proposed by the Contractor and shall approve the systems coordination for each floor for which the Contractor proposes a change/validation.

This stage is divided into two stages:

a. Support through completion of the structural frame (Stage 5**);**
b. Support through completion of the Project, receipt of Form 4, occupancy, and delivery 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," which shall be the as-made model of the completed Project and shall include the updates made to the model during the construction period. This model shall be delivered to the Client and the Client's BIM department, together with training provided by a BIM professional from the foregoing team. This training for the Client's BIM team shall consist of up to 6 hours on each of two days, for a total of 12 hours. No additional charge shall apply for this training, and there shall be no Fee deduction if this training is not provided. The training shall be provided no later than 30 days after receipt of Form 4, occupancy, and delivery of the as-made model. The systems coordination drawings shall be delivered to the Client together with the model.

7. Services and Scope of Work of the Systems Coordinator

It is agreed that the foregoing list of services is not exhaustive, and the Architect shall perform all required services, even if not specified in this Appendix, that are

necessary to complete the systems coordination for the Project in the best possible manner.

It is clarified that, as part of the Design Services, the Architect shall fully perform systems coordination and superposition design throughout all stages of the Project, from the design stage through the construction stage and until completion of all stages of the Project, including everything specified in this Appendix "A/1"**. The Consideration for performing all services specified in this** Appendix "A/1" **is included in the total price of the Architect's tender submission for the design of the Project, and no separate additional compensation shall be paid for such services.**

8. Periodic Reports and Presentation of Model Coordination Status

The systems coordinator shall prepare a monthly report for the Project Manager reporting on the model's level of coordination and identifying key gaps and methods for resolving them.

In addition, during the detailed systems coordination stage, the systems coordinator shall provide the Project Manager with access to a web-based dashboard on which the number of unresolved clashes may be viewed at any time, broken down by floor, clash classification (critical, medium, minor), system type, responsible party, and proposed resolution.

[Non-Official Translation]

Appendix "A/2"

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

This Appendix specifies the level of involvement of the International Architect in the provision of the services. Nothing in this Appendix shall derogate from the Architect's responsibility for all work and services performed under this Agreement, including work and services to be performed by the International Architect. Furthermore, the International Architect's involvement may exceed the level of involvement specified in the table below, provided that such involvement does not diminish the Architect's level of involvement in performing the services.

1. **Israeli Architect Services (Lead Architect):** As the Lead Architect, the Israeli Architect shall bear primary responsibility for the Project and shall oversee all professional services. These services include, without limitation, the conceptual design and schematic design stages; involvement and consultation in preparing the architectural program (project brief) (the "Program"); design coordination and permitting management; preparation of final Design Development documents; superposition design and systems coordination services; responsibility for preparing 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 phase; construction-phase support; support during the handover and occupancy phase; and overall management of all Design Services for the Project.

   The Israeli Architect shall also be responsible for preparing the building and development plan as specified in the Agreement, including in Appendix "A" to the Agreement.

2. **International Architect Services:** Under the management and supervision of the Israeli Architect (serving as the Lead Architect), these services include, without limitation, involvement in reviewing the design intent from an aesthetic perspective, developing the design concept, reviewing functionality, involvement in preparing Design Development documents, preparing construction drawings, and providing construction-phase support. The International Architect shall lead the conceptual design preparation process, including the review and presentation of international case studies, demonstration of the feasibility of the Program defined by the Client, and review of operational diagrams, circulation diagrams, departmental diagrams and workloads, functional interfaces and relationships, and similar matters.

   The International Architect shall contribute high-level international expertise based on similar projects it has completed worldwide, environmental analysis, and an assessment of Program requirements and future healthcare needs, while demonstrating a standard of excellence consistent with leading international projects in the fields of design, healthcare, and technology.

Allocation of Involvement in Architectural Services

P = Primary Involvement
S = Secondary Involvement

[Non-Official Translation]

N = No Involvement

Architectural Project Management and Quality Assurance

International Architect	Israeli Architect	Service
S	P	Architectural Project Management
S	P	Design Coordination
S	P	Design Quality Control (CD + SD)
S	P	Design Quality Assurance (CD + SD)
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 Diagrams
P	S	Analysis of Departmental Workloads
P	S	Functional Relationships Between Services

Conceptual Design

International Architect	Israeli Architect	Service
P	S	International Case Studies
P	P	Demonstration of the Feasibility of the Program and Operating Concept
P	P	Preparation of the Overall Design Concept
P	S	Analysis and Definition of Horizontal Circulation
P	S	Analysis and Definition of Vertical Circulation
P	P	Analysis and Definition of Access to Buildings
P	S	Determination of Interfaces Between Departments and Services
P	P	Definition of Building Locations

[Non-Official Translation]

International Architect	Israeli Architect	Service
P	P	Presentation of the Growth and Phasing Strategy
P	P	Massing Design for Buildings and Departments
P	S	Stacking Design for All Buildings

Schematic Design

International Architect	Israeli Architect	Service
S	P	Participation in Consultant Meetings
S	P	Finalization of Building Stacking Diagrams
S	P	Finalization of the Development of the Overall Design Concept
P	P	Development of the Building Design Concept
S	P	Preparation of Floor and Department Plans
S	P	Definition of Building and Room Coding
P	P	Preparation of a Design Concept for Rooms in Inpatient Departments and for Modularity
S	P	Preparation of Exterior Design/Facades
S	P	Preparation of Conceptual Building Sections
S	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 the Interior Design Concept

[Non-Official Translation]

Design Development

International Architect	Israeli Architect	Service
N	P	Submission of Building Permit Applications and Receipt of All Permits
S	P	Participation in Consultant Meetings
S	P	Preparation of Final Department Plans
S	P	Participation in Determining the Technical Allowances for the Project
S	P	Preparation of Schematic Developed Views for Principal Rooms
S	P	Preparation of Site Development and External Infrastructure Plans
S	P	Preparation of Detailed Sections
N	P	Full Coordination Among the Various Systems in the Project
S	P	Value Engineering of Design Elements
N	P	Preparation of Final Design Documents
N	P	Review of Design Documents and Budget Compliance
S	P	Interior Design Development

Construction Documents

International Architect	Israeli Architect	Service
S	P	Detailed Design, Including Schedules, Details, and Similar Items
S	P	Preparation of Detailed Developed Views for All Rooms
S	P	Design of the Building Envelopes
N	P	Full Superposition Design
S	P	Design and Presentation of Design Details
S	P	Preparation of Complete Finish Schedules

International Architect	Israeli Architect	Service
S	P	Review of and Support for the Preparation of Technical Specifications for Finish Work
N	P	Analysis and Monitoring of Budget Compliance

Tender and Negotiation / Construction Phase

International Architect	Israeli Architect	Service
N	P	Involvement in Tender Phases
S	P	Implementation of Necessary Adjustments and Changes Arising During the Tenders
S	P	Completion/Updating of Drawings in Accordance with the Project's Needs
S	P	Selection of Colors and Finishes and Updating of Finish Schedules
N	P	Responses to RFIs and Changes
S	P	Preparation of Construction-Phase Supervision ("Pikuach Elyon") Reports
S	P	Pre-Final and Final Acceptance Inspections

Clarification Provision: Status of the Architects and Allocation of Responsibility

It is agreed and clarified that the Israeli Architect shall serve as the Lead Architect for the Project and that the International Architect shall be engaged by the Israeli Architect.

Accordingly, overall professional responsibility for all design stages of the Project shall rest with the Israeli Architect.

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

Quality Control and Quality Assurance

The services of the Project Architect and the International Architect shall include the requisite level of design and Quality Control (QC) for the Project.

[Non-Official Translation]

The firms shall implement an internal Quality Control (QC) and Quality Assurance (QA) system that shall review the quality of the design process and, upon its completion, conduct a Quality Control (QC) process through the Project Architect, who shall be responsible for all drawings produced for the Project.

In addition, the firms shall implement a Quality Assurance (QA) system for the design and its conformity with the plan and requirements as a condition for proceeding from one stage to the next, under which additional Quality Control (QC) shall be performed to verify full compliance with the corrections, together with a DR process as a condition for proceeding from one stage to the next.

[Non-Official Translation]

Appendix "A/3"

Details of the Minimum Design Team Members and Each Member's Level of Effort on the Project

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

Sheba Negev Project – Minimum Design Team

[Non-Official Translation]

Item No.	Named Individual Required	Description	Preliminary Design	Final Design	Detailed Design for Construction	Construction Phase	Phased Occupancy (Following Occupancy of the First Complex)
1	X	Project Architect	100%	100%	100%	50%	20%
2	X	Medical Architect	100%	100%	100%	100%	50%
3		Associate Architect for Healthcare Design (Separately for Each Healthcare Building)	100%	100%	100%	100%	50%
4		Architect for Logistics and Support Buildings	100%	100%	100%	100%	50%
5		Lead Architect for Details, Facades, Finishes, and Developed Views (Separately for Each Building)	50%	50%	100%	100%	50%
6		Facade Architect	-	100%	100%	50%	20%
7		Lead Interior Designer (Separately for Each Building)	-	50%	100%	100%	-
8		Interior Designer (Separately for Each Building)	-	100%	100%	100%	50%

9		Visualization and Rendering Team	Ongoing				
10		Architectural Quality Assurance Lead (DR)	-	100%	100%	100%	-
11		BIM Coordination Lead	100%	100%	100%	50%	50%
12		Superposition Manager and Lead Systems Coordinator	50%	100%	100%	100%	50%
13		Superposition Coordinator (Separately for Each Building)	-	-	100%	100%	-
14		Permitting Coordinator	100%	100%	100%	40%	-
15	X	International Design Manager (from the International Architect's firm)	In Accordance with Appendix "A/2"				
16		Deputy International Planning Manager (from the International Architect's firm)	In Accordance with Appendix "A/2"				
17		Building and Development Plan Team Lead	Ongoing				
18		Building and Development Plan and Town Planning Scheme Coordinator	Ongoing				

[Non-Official Translation]

Appendix "B"

Contract Fee and Payment Dates

1. **The Fee**

1.1. In consideration for the performance of the Design Services in accordance with the provisions of the Agreement and all appendices thereto, and the full and timely performance of all other obligations of the Architect to the satisfaction of the Client and the Project Manager, the Architect shall be entitled to a Fee equal to ____% (the "**Fee Rate**") *[to be completed by the Client in accordance with the Architect's tender submission that was awarded the tender]* multiplied by the Project Construction Cost (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 and including 150,000 square meters (the "**First Tier**"), the Fee shall be calculated using the full Fee Rate (100%);

1.1.2. **Second Tier** – for the portion of the Project Area exceeding the First Tier and up to and including 200,000 square meters (the "**Second Tier**"), the Fee shall be calculated using 95% of the Fee Rate;

1.1.3. **Third Tier** – for the portion of the Project Area exceeding the Second Tier, the Fee shall be calculated using 90% of the Fee Rate.

1.2. For purposes of Section 1.1 above: (a) "**Project Construction Cost**" means the consideration (excluding VAT) established in the agreements to be executed with the Contractors for the performance of the Project construction work, as approved by the State Directorate, **less** all items specified in the table in Section 1.3 below; and (b) "**Project Area**" means the building permit area of the Project as stated in the building permits.

For the avoidance of doubt, the Fee payable to the Architect based on the "Project Construction Cost" shall be a **fixed and final** amount and shall not change in any manner, even if the Contractors' final accounts differ from the "Project Construction Cost" established in the agreements executed with the Contractors (for example, due to changes, exceptions, reductions, changes in standards, changes in the requirements of the authorities, or any addition to or reduction of the Contractor's compensation, of any kind whatsoever).

Example:

If:

1. the Architect is entitled to a Fee Rate of 2.1%;
2. the agreement with the Contractor establishes a Contract Fee, **as of the execution date,** of NIS 180,000,000 (as a lump-sum amount or as calculated pursuant to the Bill of Quantities known as of the execution date of the agreement with the Contractor);

3. the Project Area (actual constructed area in square meters pursuant to the permit) is 160,000 square meters;
4. the costs excluded from the "Project Construction Cost" pursuant to Section 1.3 below total NIS 30,000,000;

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

Calculation of the Average Cost per Square Meter:

(180,000,000 – 30,000,000) = **NIS 937.5**
160,000

Calculation of the Fee for the First Tier (150,000 square meters):

[1 X 2.1%] X 150,000 X 937.5 = **NIS 2,953,125**

Calculation of the Fee for the Second Tier (10,000 square meters):

[0.95 X 2.1%] X 10,000 X 937.5 = **NIS 187,031.25**

Total Architect's Fee for 160,000 Square Meters of Constructed Area:

2,953,125 + 187,031.25 = **NIS 3,140,156.25**

For the avoidance of doubt, even if, based on the Contractor's interim payment applications or final account, the Contractor is actually paid an amount higher or lower than the amount known as of the execution date of the agreement with the Contractor, for any reason whatsoever (including due to changes, exceptions, reductions, and similar matters), the Fee payable to the Architect shall **not** change and shall remain **NIS 3,140,156.25** in accordance with the example above.

Nothing in the foregoing shall derogate from the Architect's right to additional payment in the event of "changes" to the Design 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, the following is a breakdown of the costs that shall not be taken into account in determining the "Project Construction Cost" (from which the Fee is derived):

No.	Costs Excluded from the "Project Construction Cost" for Purposes of Determining the Fee	Comments
1.	Power supply and starting equipment	
2.	Chillers	
3.	Compressors	
4.	Blowers	
5.	Lifting and conveying equipment, including cranes	
6.	Pumps	
7.	Transformers	
8.	Generators	
9.	Elevators	

[Non-Official Translation]

No.	Costs Excluded from the "Project Construction Cost" for Purposes of Determining the Fee	Comments
10.	Pneumatic conveying systems	
11.	Movable furniture	
12.	Installed kitchen equipment and furniture, fixtures	The exclusion applies to standard items. If an item is designed by the Architect (the interior designer), the item shall be included in the Project Construction Cost.
13.	Fume hoods—the appliance	
14.	Telephone exchanges—equipment	
15.	Computer communications—equipment	
16.	Purchase tax—air conditioning, elevators, etc.	
17.	Maintenance service fees	
18.	Signage	
19.	Site development and landscaping	
20.	Taxes and fees of any kind	
21.	Site and mobilization costs, such as security, fencing, and cleaning	
22.	Water, electricity, and telephone costs	
23.	Standard furniture for pharmacies and reception offices	The exclusion applies to standard items. If an item is designed by the Architect (the 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 consultant costs	
28.	Payments for work on the Project not performed by the Contractors, such as work performed by the authorities and/or anyone acting on their behalf (including Bezeq, IEC (Israel Electric Corporation), NTA (Metropolitan Mass Transit System Ltd.), etc.)	

The exclusion of the costs specified in the table in Section 1.3 above (the "**Excluded Costs Table**") from the determination of the "Project Construction Cost" shall not derogate from the Architect's responsibility and/or reduce 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 the Agreement, it is clarified that, until the Project Construction Cost becomes known (that is, **before** the agreements with the Contractors are executed), the Consideration payable to the Architect shall be calculated based on the most current cost estimate approved by the Client (subject to the approval of Peres Negev and the State Directorate), less 10%.

1.5. After execution of the agreement with the Contractors for performance of the work on the Project, the Consideration shall be paid to the Architect based on the "Project Construction Cost" (as defined in Section 1.2 above, after the reductions specified in Section 1.3 above). The amounts previously paid to the Architect on account of the Consideration pursuant to Section 1.4 above shall be set off against the Consideration payable to the Architect.

1.6. For the avoidance of doubt, it is clarified that, except to the extent expressly determined otherwise by the Client, in its sole discretion, all services specified in the tender documents and this Agreement are included in the "Design Services" that the Architect has undertaken to provide for the Project, and no additional compensation shall be paid therefor beyond the Consideration referred to in Section 1.1 above. Without limiting the generality of the foregoing, the Architect shall bear full responsibility for the services in their entirety, from end to end, including compliance with the program (project brief), the planning guidelines, all applicable laws, quality objectives, the Budget Framework, and the Schedule, all in accordance with the highest standards and for the Consideration specified above. The services include performance of all actions and work, and procurement of all approvals, permits, and licenses, required to provide the services, whether or not such actions are expressly specified in this Agreement or the tender documents, unless expressly stated otherwise.

1.7. If the Architect is directly and actively involved in designing an item included in the Excluded Costs Table, including by preparing dedicated drawings and performing design coordination to integrate the item into the structure, the cost of that item shall be included in the "Project Construction Cost" at a reduced value equal to 10% of the item's actual cost (and the Fee shall be derived from the Project Construction Cost after such inclusion, in accordance with the percentage specified in Section 1.1 above). The determination as to whether the Architect is directly and actively involved in designing such an item shall be at the Client's sole discretion, and the Architect shall be responsible for submitting a reasoned written request to the Project Manager a reasonable time before commencing its involvement in designing the item and obtaining the position of the Project Manager and the Client as to whether the Architect's involvement does, in fact, constitute direct and active involvement.

2. **Payment of the Fee**

2.1. The Fee shall be paid to the Architect in installments as specified below. It is clarified that approval of a payment application, even if approved by the Project Manager, shall also be subject to the Client's approval:

[Non-Official Translation]

No.	Stages	Percentages
.1	Stage "A"—Completion of the preliminary and early design stage (Section 1.1 of Chapter B of Appendix "A" and Sections 6.1 and 6.2 of Appendix "A/1"), according to the following breakdown: 1.1 Following presentation of three design alternatives for organizing the program (project brief), including relevant analyses and supporting diagrams, for the campus in its final configuration 1.2 Following presentation of three complete design alternatives for the Project at Stage A 1.3 Following selection of an alternative (option) to be advanced to the final design stage, completion of the preliminary and early design stage of the Project, and completion of Stages 1 and 2 as specified in Sections 6.1 and 6.2 of Appendix "A/1". 1.4 Following 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%
.2	Stage "B"—Completion of the final design stage (Section 1.2 of Chapter B of Appendix "A" and Section 6.3 of Appendix "A/1"), according to the following breakdown: 2.1 Following completion of the final design stage, determination of the cost estimate for the Project, and completion of Stage 3 as specified in Section 6.3 of Appendix "A/1". 2.2 Client PDR (Preliminary Design Review) approval	10% 5%
.3	Stage "C"—Permitting—Receipt of approvals and permits for performance of the work (Section 1.3 of Chapter B of Appendix "A")	10%
.4	Stage "D"—Completion of the full detailed design stage (Section 1.4 of Chapter B of Appendix "A" and Section 6.4 of Appendix "A/1"), according to the following breakdown: 4.1 Preparation of detailed architectural drawings at a scale of 1:50 4.2 Preparation of finish details and schedules for metalwork, millwork, and fixed furniture, and updating of the cost estimate, if necessary 4.3 Completion of detailed design coordination among the planners and consultants, completion of the specifications, and completion of Stage 4 as specified in Section 6.4 of Appendix "A/1". 4.4 Client CDR approval of the tender materials 4.5 Support for the selection of Contractors	8% 8% 8% 3% 3% 8%

No.	Stages	Percentages
	4.6 Updating and completion of the construction drawings (a complete set at the detailed design level)	
.5	**Stage "E"—During construction-phase supervision ("pikuach elyon") of the execution of the Project (Section 1.5 of Chapter B of Appendix "A" and Section 6.5 (Stages 5 and 6) of Appendix "A/1")**— The payments shall be allocated over the estimated construction period to be determined upon commencement of construction; provided, however, that the final three payments under this Section shall be paid only during the final three months of the actual construction period.	20%
.6	Following receipt of occupancy approval for the entire Project (the entire first phase of the Project, unless otherwise determined by the Client)	2%
.7	Following completion of all handover stages through final handover of the Project, issuance to the Contractor of a final and complete certificate of completion for the Project, including receipt of the facility turnover dossiers and the Certificate of Completion (Teudat Gmar), and completion of Stage 7 as specified in Section 6.6 of Appendix "A/1"	5%
	Total	**100%**

If the Design Services are performed only partially for certain portions of the Project (at the Client's written request), the Architect shall receive partial payment in accordance with the percentages specified in the table in this Section 2.1 for the applicable design stage reached by the Architect.

2.2. It is clarified that the Architect may submit applications for partial payments even before completion of the stages specified in the table above, and the Project Manager shall, in its discretion, approve such partial payments based on the proportion of the services included in such payment applications relative to the agreed Consideration for completion of each stage.

Notwithstanding the foregoing, it is clarified that the aggregate amount of all partial payments paid to the Architect for any stage shall not exceed 90% of the amount payable to the Architect for that stage until the Client approves **completion** of that stage. That is, at least 10% of the payment for each stage shall be paid only after the Client approves completion of that stage.

2.3. Payments on account of the Fee shall be paid to the Architect as specified in the Agreement and this Appendix.

2.4. The Architect shall itemize in each payment application submitted to the Project Manager the work to which the payment relates. If the Architect submits to the Project Manager a payment application that is not itemized and the payment

application is returned to the Architect for resubmission as required, the period for payment specified in Section 2.6 below shall commence on the date the corrected payment application is received by the Project Manager. The Project Manager shall review the payment application and transmit it, together with the Project Manager's recommendation, to the Client for approval.

2.5. The following amounts shall be deducted from each payment to the Architect:

2.5.1 Any amount paid, if any, to the Architect on account of the performance of that interim stage;
2.5.2 Any amount then due from the Architect to the Client under the Agreement;
2.5.3 Any amount not approved by the Client and/or any person authorized by the Client.

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

2.6. Each payment application submitted in accordance with the foregoing and approved by the Client shall be paid on terms of "net + up to 60 days" from the date of approval of the payment application, without indexation for the period from the date of submission of the payment application through the scheduled payment date. The approval period shall not exceed 23 business days (the "Review Period"), unless, in the Client's opinion, the delay in approval results from improper submission of the payment application.

2.7. The Client may return to the Architect any payment application not submitted in accordance with the Agreement, specifying the deficiencies identified therein, so that the Architect may correct them immediately. Such payment application shall be deemed not to have been delivered to the Client. If the payment application is returned to the Architect within the Review Period, as defined above, the payment period specified above shall commence on the date the corrected payment application is approved. Payment shall be made provided that the payment application has been approved by the Project Manager and the Client as stated above, against a duly issued tax invoice and delivery of a withholding tax exemption certificate. The Architect shall also deliver to the Client a valid proper books and records management certificate pursuant to the Public Bodies Transactions Law. If the Client is required to withhold tax at source, withholding tax shall be deducted from each payment on account of the Fee at the rate prescribed by law or at the rate specified in valid certificates issued by the Income Tax authorities, which the Architect shall be responsible for delivering to the Client sufficiently in advance of the applicable payments.

2.8. The final account shall be paid only after the Architect delivers to the Client a declaration providing for the release and waiver of the Architect's claims against the Client and the Project Manager in connection with the Design Services and the Agreement. The final account shall not be reviewed by the Project Manager or the Client and shall not be approved unless accompanied by all documents required for its review.

3. **The Consideration as a Final Amount**

3.1. The Fee payable to the Architect has been established as the full, all-inclusive, and final price for the performance of all obligations and liabilities of the Architect under the Agreement and includes all expenses of the Architect in connection with the performance of all services, after the Architect reviewed the nature and scope of the Design Services that the Architect is required to perform under this Agreement and its Appendices, inspected the Land and the Project, and understood its obligations under the tender documents and the Agreement, and based on the Parties' agreement that the Contract Fee is a final and all-inclusive price and that the Client shall not be required to pay the Architect any amount in addition to the Contract Fee for the performance of all services in accordance with the provisions of the Agreement, except as specified in Section 4 below.

3.2. The Client does not undertake that the Project will be implemented in whole or in part, does not undertake any particular scope of projects and/or any particular scope of services to be performed by the Architect and/or any particular scope of work assignments to be issued to the Architect, and may obtain the services described in this Agreement through third parties and/or additional parties. The Architect represents that it understands and agrees that this Agreement does not constitute any undertaking by the Client to obtain services from the Architect in any particular scope; that the Client may obtain the services from additional parties or engage additional parties to provide them; and that the Architect shall not raise any claim and/or demand against the Client in connection therewith and, in particular, shall not assert any claim regarding any additional or different compensation to which it is entitled.

3.3. The Architect acknowledges that a substantial period may elapse between completion of the design and commencement of the work at the site and that the work at the site and/or the work for the overall Project and/or the work for any project and/or the work of the Contractors may consist of separate work stages and/or may be performed in stages and/or that a substantial period may elapse between one stage and the next. In any event, the Architect shall have no claim and/or demand on account thereof, including, without limitation, any demand for monetary compensation, and shall not be paid any different or additional compensation other than the Consideration expressly established in this Agreement.

3.4. The Architect represents that the Consideration established in this Agreement constitutes full, adequate, and fair compensation, includes a profit component covering all expenses associated with and arising from the required services and all other obligations under this Agreement or any applicable law, and that, in its tender submission, the Architect took into account the possibility that the Project may not be implemented in its entirety and/or may be implemented only in part and/or in stages, with time elapsing between stages, and the Architect shall have no claim for additional or different compensation as a result thereof, unless expressly provided otherwise in the Agreement.

3.5. The Architect's Fee includes all direct and indirect costs required for and/or associated with performance of the services, including costs of employing personnel, modeling, photography, site visits, participation in meetings, insurance, office expenses, travel, per diem (meals and incidentals), telephone, facsimile, computer software, general expenses, office expenses, and overhead.

4. **Additional Expenses**

4.1. The Architect's Fee does not include the cost of reprographic copies, other than reprographic copies used by the Architect for its internal office work. It is clarified and agreed that the Architect shall order the reprographic copies from the reprographics service provider designated by the Client and at the rates agreed upon between the Client and such service provider.

4.2. In addition, the Architect's Fee does not include expenses for computerized models or surveys.

4.3. Unless expressly provided otherwise in this Agreement, the Architect shall not bear the costs of retaining consultants for the Project who are not engaged on behalf of the Architect. For the avoidance of doubt, it is clarified that the Architect shall bear all payments and expenses relating to the engagement of the International Architect as a Subcontractor of the Architect.

4.4. Building permits: The Fee includes handling the applications for and approvals of the building permits required for the Project (including an unlimited number of separate permits), including shoring and excavation permits, a fencing permit (if required), building permits, and permit amendments.

4.5. The Architect's Fee does not include expenses for business travel abroad, to the extent required and approved in advance and in writing by the Client. For travel abroad, no professional fee shall be paid for the period of absence from Israel. The Client shall reimburse the Architect in full for airfare, lodging, and per diem (meals and incidentals), up to the limits customarily permitted by the Accountant General (Hashkal), provided that the Client has approved such travel in advance and in writing.

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 payment is made, against the Architect's delivery to the Client of a duly issued tax invoice.

5.2. For the avoidance of doubt, the Fee shall not be subject to any indexation provisions.

5.3. Neither the approval of interim payment applications nor the making of payments thereunder shall constitute the Client's consent to or approval of the quality of the Design Services performed by the Architect or their conformity with the requirements of the Agreement.

[Non-Official Translation]

Appendix "C"

Insurance Appendix and Architect's Insurance Certificate

1. Without limiting the Architect's liability under this Agreement or under any applicable law, the Architect shall procure and maintain, at the Architect's expense, throughout the Term and for so long as the Architect remains liable under applicable law, and, with respect to professional liability insurance, for an **additional 7 years** following termination of the engagement, the insurance policies specified in the insurance certificate attached to this Agreement **as Appendix "C/1"** and constituting an integral part hereof (hereinafter, as applicable, the **"Architect's Insurance Policies"** and the **"Insurance Certificate"**), with an insurance company duly licensed in Israel.
2. The Architect shall ensure that any "gross negligence" exclusion, if included, is deleted from all of the Architect's Insurance Policies.
3. Without the need for any demand by the Client, the Architect shall deliver to the Client, before commencing the services and as a condition precedent to the engagement or to any payment on account of the Consideration, the Insurance Certificate, duly executed by the insurer. In addition, immediately upon expiration of each insurance period, the Architect shall deliver to the Client an updated Insurance Certificate evidencing renewal of the Architect's Insurance Policies for an additional insurance period, and shall do so after each insurance period for so long as this Agreement remains in effect and/or for the additional period specified in Section 1 above.
   Whenever the Architect's insurer notifies the Client that any of the Architect's Insurance Policies is to be canceled or adversely modified, as provided at the end of the Insurance Certificate, the Architect shall procure such insurance anew and deliver a new Insurance Certificate before the effective date of such cancellation or adverse modification.
4. It is clarified that the limits of liability required under the Architect's Insurance Policies constitute minimum requirements imposed upon the Architect, shall not limit any obligation of the Architect under the Agreement and/or any applicable law, and shall not release the Architect from its full liability under this Agreement and/or applicable law; the Architect shall have no claim against the Client or anyone acting on the Client's behalf in connection with such limits of liability.
5. The Client shall have the right, but not the obligation, to review the Insurance Certificate delivered by the Architect as set forth above, and the Architect shall make any modification, correction, adjustment, or extension required to conform the insurance policies covered by the certificate to the Architect's obligations under this Agreement.
6. It is declared and agreed that the Client's rights to conduct the foregoing review and require the foregoing modifications shall not impose upon the Client or anyone acting on the Client's behalf any duty or liability whatsoever with respect to the Architect's Insurance Policies, their nature, scope, or validity, or their absence, and shall not limit any duty imposed upon the Architect under this Agreement or any applicable law, whether or not modifications were required as set forth above and whether or not the Insurance Certificate was reviewed.

7. The Architect releases the Client and those acting on its behalf from liability for any loss of or damage to any property or equipment brought by the Architect or anyone acting on the Architect's behalf onto the Client's premises for purposes of providing the services, and the Architect shall have no allegation, demand, or claim against any of the foregoing persons in respect of any such loss and/or damage. The foregoing release shall not apply to any person who willfully caused the damage.
8. Each additional or supplemental property insurance policy procured by the Architect shall include a provision under which the insurers waive their right of subrogation against the Client and those acting on its behalf; such waiver of subrogation shall not apply for the benefit of any person who willfully caused the damage.
9. Without limiting any provision of this Agreement concerning novation of the Agreement, if the services that are the subject of this Agreement, or any portion thereof, are provided by Subcontractors retained by the Architect, the Architect shall ensure that such Subcontractors maintain adequate insurance policies appropriate to the nature and scope of their engagement.
   It is hereby clarified that the Architect shall be responsible to the Client for all of the services, including services provided, or that should have been provided, by Subcontractors.
10. **The Insurance Appendix constitutes a material provision of the Agreement, and any breach thereof shall constitute a breach of the Agreement.** Notwithstanding the foregoing, failure to deliver the Insurance Certificate when due shall not constitute a material breach unless 10 days have elapsed from the date of the Client's written request for delivery of such certificate.

[Non-Official Translation]

Appendix "C/1" — Architect's Insurance Certificate

<table>
<tr><td colspan="4">Certificate of Insurance</td><td>Certificate Issuance Date (DD/MM/YYYY)</td></tr>
<tr><td colspan="5">The following paragraph shall appear in the certificate of insurance: This certificate of insurance constitutes evidence that the insured has a valid insurance policy, in accordance with the information set forth herein. The information set forth in this certificate does not include all of the policy terms and exclusions. Nevertheless, in the event of any conflict between the terms set forth in this certificate and the terms of the insurance policy, the provisions of the insurance policy shall prevail, except where a term of this certificate is more favorable to the certificate holder.</td></tr>
<tr><td>Primary Certificate Holder*</td><td>Additional Entities Related to the Primary Certificate Holder and Deemed Certificate Holders*</td><td>Insured/Applicant for Insurance**</td><td>Nature of the Transaction and Insured Occupation*</td><td>Status of the Certificate Holder*</td></tr>
<tr><td>Name: Sheba Negev Ltd.</td><td>Name:
Peres Negev Ltd. and/or the State of Israel and/or the Ministry of Finance and/or the Ministry of Health and/or the landowners and/or parent companies and/or subsidiaries and/or affiliated companies</td><td>Name

* Please update the name + Israeli company registration no. + address</td><td rowspan="4">Nature of the Transaction:
☐Real Estate
☒Services
☐Supply of Products
☐Other: _____

Insured Occupation:

Architectural, design, and construction-phase supervision ("pikuach elyon") services for the Shimon Peres Hospital construction project, and any service ancillary to the performance of such services.</td><td rowspan="4">☐Landlord
☐Tenant
☐Concessionaire
☐Subcontractors
☒Recipient of Services
☐Purchaser of Products
☐Other: _____</td></tr>
<tr><td>ID No./Israeli Company Registration No. Israeli public benefit company (Khalatz) no. 517095683</td><td>ID No./Israeli Company Registration No.</td><td>ID No./Israeli Company Registration No.</td></tr>
<tr><td>Address
2 Katzir Street, Ramat Gan</td><td>Address</td><td>Address</td></tr>
<tr><td></td><td>Description of Relationship to the Primary Certificate Holder: parent company and/or subsidiary and/or sister company and/or affiliate and/or associated company and/or member of a group.</td><td></td></tr>
</table>

[Non-Official Translation]

Coverages

Type of Insurance Breakdown by Limits of Liability or Sums Insured	Policy Number ***	Policy Wording and Edition ***	Effective Date (A retroactive date may be entered)	Expiration Date (A retroactive date may be entered)	Limit of Liability for All Activities of the Insured/Sum Insured **Aggregate / Per Occurrence**		Deductible	Currency	Additional Coverages in Effect and Exclusions Canceled ****
					Aggregate	Per Occurrence			
Third-Party Liability					1,000,000			₪	302 – Cross Liability 309 – Waiver of Subrogation in Favor of the Certificate Holder 315 – Coverage for Claims by the National Insurance Institute (NII) (Bituach Leumi) 321 - Additional Insured for Acts and Omissions of the Insured 328 – Primary and Non-Contributory
Employers' Liability					20,000,000			₪	309 – Waiver of Subrogation in Favor of the Certificate Holder 319 – Additional Insured – If Deemed the Employer of Any Employee of the Insured 328 – Primary and Non-Contributory
Professional Liability					8,000,000			₪	301 – Loss of Documents 302 – Cross Liability 303 – Libel, Slander, and Defamation 309– Waiver of Subrogation in Favor of the Certificate Holder 321 - Additional Insured for Acts and Omissions of the Insured 325 – Employee Fraud and Dishonesty 326 – Invasion of Privacy 327 – Delay / Postponement 328 – Primary and Non-Contributory 332 – Discovery Period (12 Months)

Description of Services (subject to the services specified in the agreement between the insured and the certificate holder, the service code from the closed list set forth in Appendix C, as published by the Capital Market, Insurance and Savings Authority**, must be stated.** The wording appearing alongside the code in the closed list may also be included**)*:**

038 Consultants / Planners, 086 Supervision, Planning, and Control Services (General), 040 Engineer, Architect, Practical Engineer

Policy Cancellation / Modification

Any modification of an insurance policy that is adverse to the certificate holder, or cancellation thereof, shall not take effect until 30 days **after notice of such modification or cancellation has been sent to the certificate holder.**

Validity of Certificate of Consent to Procure Insurance Only**

Expiration Date of Certificate of Consent to Procure Insurance (DD/MM/YYYY)**

[Non-Official Translation]

Certificate Signature

Insurer:

[Non-Official Translation]

Appendix "D"

Confidentiality Undertaking

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

Confidentiality Undertaking

WHEREAS, I acknowledge that, by virtue of my provision of services to the Client, whether directly or through _____, information, as defined below, comes and/or is delivered into my possession;

WHEREAS, the information that comes and/or is delivered into my possession is particularly sensitive, and its disclosure could cause substantial harm to the Client;

THEREFORE, I, the undersigned, _____, holder of ID number _____, hereby declare and undertake to you as follows:

For the avoidance of doubt, it is hereby clarified that my obligations set forth below shall apply both during and after the period in which services are provided to the Client.

1. I undertake to maintain absolute confidentiality and not to disclose and/or transfer, directly or indirectly, to any person and/or entity, any information and/or knowledge relating to the design 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 limiting the generality of the foregoing, any record, drawing, plan, specification, document and/or information relating to the Project and/or the Client, trade secrets, customer details, marketing, distribution, and advertising methods, prices, calculations, discounts, transaction details, work methods, compensation and/or employment terms, the Client's business intentions, details regarding the Project, the Client's officers and/or employees, or any other information received in connection with the Client (hereinafter, "**Confidential Information**"), whether the Confidential Information came into my possession as a result of my engagement with the Client or came to my knowledge from any other source.
2. I undertake not to deliver and/or transfer, directly or indirectly, to any person and/or entity, any material and/or raw material and/or product and/or part of a product and/or sample and/or document and/or USB flash drive and/or other data-storage medium and/or photographed and/or printed and/or reproduced item or the like containing all or any part of the Confidential Information.
3. I shall not make any use of all or any part of the Confidential Information, including by reproducing, manufacturing, selling, transferring, imitating, or distributing it, without the Client's prior written consent.
4. I shall comply with the Client's safety and security requirements, as issued by the Client from time to time.
5. Immediately upon the termination of the provision of services relating to the Project, for any reason, I shall return to the Client everything that came into my possession as

specified in Sections 1 and 2 above, and shall not retain any item and/or copy and/or photograph and/or document and/or material relating to the Client and/or containing all or any part of the Confidential Information.

6. If I breach any of my foregoing obligations, I shall be liable to compensate you for all damages and/or expenses incurred by you as a result of such breach, including court costs, attorneys' fees, and VAT as required by law, without limiting any relief and/or remedy available to you under any applicable law.

7. For the avoidance of doubt, it is clarified that this Undertaking is in addition to the provisions of any applicable law or agreement.

IN WITNESS WHEREOF, I have executed this Undertaking:

_____	_____
Date	**Signature**

This document was executed in my presence: _____ (Name and Signature)

[Non-Official Translation]

Appendix "E"

Form of Declaration of Release and Waiver of Claims

We, the undersigned, _____, hereby respectfully submit the total and final account (hereinafter, the "**Final Account**") to _____, for the performance of all design services performed by us (hereinafter, the "**Design Services**") and for the performance of all our other obligations pursuant to the agreement between us dated _____ (hereinafter, the "**Agreement**").

We hereby declare and confirm as follows:

A. The total and final amount approved by the Client as consideration for the full performance of the Design Services and the full performance of all our other obligations on account of the Contract Fee through the date of submission of the Final Account is NIS _____ (hereinafter, the "**Final Contract Fee**").

B. Except for the Final Contract Fee, as specified in the final accounts approved by the Client, we do not have, and shall not have, any claims and/or contentions of any kind against the Client and/or any person acting or who may act by virtue of or on behalf of the Client, in connection with the foregoing Agreement and/or anything directly or indirectly related to this Agreement and/or anything associated with or arising therefrom.

C. To date, we have received NIS _____ on account of the Final Contract Fee, and upon receipt of the balance due to us in the amount of NIS _____, we shall have received the full Contract Fee due to us for the performance of our obligations under the Agreement, including all our obligations relating to the International Architect.

D. The foregoing shall not release us from performing any remaining obligations that we are required to perform after completion of the Design Services.

IN WITNESS WHEREOF, the undersigned have executed this Declaration today.

Dated: _____

_____	_____
Signature	**Witness to Signature**

[Non-Official Translation]

Appendix "F"

The Architect's tender submission, including all appendices thereto (including the tender documents forming part of the tender submission and amendments made thereto with the parties' consent before the award of the tender)